Board of Supervisors
J. Merced Corona, District I, Chair
Daurice K. Smith, District II
Kent S. Boes, District III, Vice-Chair
Gary J. Evans, District IV
Denise J. Carter, District V

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
Melissa Kitts, Deputy Clerk
(530) 458-0508/0509/0735
FAX (530) 458-0510
colusacountyca.iqm2.com
www.countyofcolusa.org

COLUSA COUNTY
Board of Supervisors

Agenda

August 16, 2022

Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

Welcome to a meeting of the Colusa County Board of Supervisors. If you are scheduled to address the Board, please state your full name for the record. The Board will not address timed items before they are scheduled. The "Consent Calendar" may be adopted by one motion. Regularly numbered items may be considered at any time during the meeting. All items are listed in accordance with the Ralph M. Brown Act. We invite all members of the public to attend.

NOTE: You can listen to the meeting by dialing one of the numbers below:

Phone: **1-916-246-0723**
Toll-Free: **1-800-356-8278**
Code: **401978 - THIS LINE IS FOR LISTENING IN ONLY**

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Report out of August 2, 2022 Closed Session
- Announcement of Closed Session

I. STAFF REPORTS **- Note: 3 minutes allowed per Department for Staff Reports.**
This time is available for any County Staff who may wish to update the Board of Supervisors on projects as they relate to their respective Departments.

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 16.

1. BOARD OF SUPERVISORS
Approve the Minutes from the August 2, 2022 meeting.

2. AG COMMISSIONER
Approve Cooperative Agreement (No. 22-0750-000-SA) with the **California Department of Food and Agriculture (CDFA),** for the Industrial Hemp Cultivation

Program, effective July 21, 2022.

3. CLERK RECORDER/ELECTIONS
Order consolidation of the election for the City of Williams and the Maxwell Fire Protection District with the Statewide General Election to be held on Tuesday, November 8, 2022.

4. COMMUNITY DEVELOPMENT DEPARTMENT
Adopt a Resolution authorizing the County Administrative Officer to consent to and accept avigation and noise easements granted in conjunction with development within the Colusa County's Airport Area of Influence.

5. COUNTY ADMINISTRATIVE OFFICE/JAIL
Approve 11th Modification to **California Forensic Medical Group (CFMG) aka Wellpath,** for inmate medical services effective July 1, 2022, for the operations of the Tri-Counties Juvenile Facility. .

6. PROBATION
Approve 1st Amendment to the Amended and Restated Joint Exercise of Powers Agreement by and among **Yuba, Sutter and Colusa Counties,** for the operations of the Tri-Counties Juvenile Facility.

7. PUBLIC WORKS/ROAD DEPARTMENT
Authorize the Director of Public Works to issue Encroachment Permit 4624 to Perry Charter to hold a street dance in Arbuckle, CA on August 20, 2022 from 5:00 p.m. to 10:00 p.m.

8. PUBLIC WORKS/ROAD DEPARTMENT
Authorize the Director of Public Works to issue Encroachment Permit 4625 to Empire Nut for a Walnut Festival Marathon in Colusa, CA on August 27, 2022 from 7:00 a.m. to 10:00 a.m.

9. PURCHASING AND PROCUREMENT/DPW
Ratify purchase of an unbudgeted fixed asset, (1) Quantum LTO-7 Tape Drive, for the Department of Public Works (DPW) in the amount of $3,753.75 from Allied Network Solutions, Inc.

10. PURCHASING AND PROCUREMENT/DPW
Approve 1st Modification to **Maggiora Bros Drilling** to drill and construct a replacement water supply well for existing CSA No. 2 well.

11. PURCHASING AND PROCUREMENT/DPW
Approve 3rd Modification with **Specialized Utility Services Program Inc.,** to provide the County with environmental and engineering consulting services on an "on-call basis", effective December 31, 2020.

12. PURCHASING AND PROCUREMENT/AUDITOR/CAO
Approve 3rd Amendment to **OpenGov** for software services and authorize the County Administrative Officer to sign**.**

13. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 1st amendment (No. 1004-WET-2021-COC-A1) to the participation agreement with **California Mental Health Services Authority (CalMHSA)** for the Workforce Education and Training program.

14. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 5th Modification with **Crestwood Behavioral Health,** Inc. for 24-hour skilled nursing facility care services.

15. SHERIFF/OES
Adopt a Resolution certifying continuance of local drought emergency.

16. TREASURER
Accept July 2022 Treasury Monthly Investment Report as presented.

END OF CONSENT AGENDA

III. HUMAN RESOURCES/PUBLIC WORKS/ROAD DEPARTMENT
1. Amend the position allocation schedule for the Public Works Department - Road Maintenance Division and add the limited-term position of Road Superintendent, LT-FT, MGT Range 16, $5,218- $6,365 effective September 1, 2022 to January 31, 2023.

IV. AUDITOR
1. Approve Special Claims.

V. BEHAVIORAL HEALTH
1. Approve updated billing rates for Behavioral Health. **(Continued from the August 2, 2022 Meeting)**

VI. COMMUNITY DEVELOPMENT DEPARTMENT
1. Approve a "Resolution of Intent" to adopt a Property Merger Ordinance and set the public hearing to consider the proposed Ordinance for September 27, 2022.

2. Review, consider, and provide direction on the potential of establishing an off-site access point to the Colusa County Airport.

VII. SUPERVISORS' REPORTS OR COMMENTS

VIII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

IX. CLOSED SESSION/COUNTY COUNSEL
1. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. County of Colusa v. City of Colusa, et.al.

Sacramento County Superior Court Case Number 34-2022-8000385 1-CU-WMGDS.

2. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Sean M Martin v County of Colusa, Colusa County Superior Court Case No. C6489.

3. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2). Two matters.

9:30 a.m. PUBLIC HEARING/COMMUNITY DEVELOPMENT

1. Public Hearing and adoption of a Resolution implementing an amended Williamson Act program for 2023 pursuant to Government Code 51244 and directing staff to take the necessary actions to implement said amendment.

ADJOURN

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the purview of the Board of Supervisors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of **15 minutes per issue** and each individual or group will be limited to no more than **5 minutes each**. **Note:** No Board action shall be taken on comments received.

ORDINANCES AND PUBLIC HEARINGS: If you challenge in a court action a decision of the Colusa County Board of Supervisors regarding a zoning, planning, land use, or environmental protection matter made at any public hearing described in this notice, you may be limited to raising only those issues (1) you or someone else raised at such public hearing, or (2) raised in written correspondence delivered to the Colusa County Board of Supervisors at, or prior to, such public hearing.

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request necessary accommodation. Please make your request to the County Board Clerk, specifying your disability, the format in which you would like to receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

All supporting documentation is available for public inspection and review in the Office of the Board Clerk, 547 Market Street, Suite 102, Colusa, CA 95932 during regular business hours 8:30 a.m. to 5:00 p.m., Monday through Friday.

COUNTY OF COLUSA, CA **2.1**

Request For County Board of Supervisors Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Patricia Rodriguez**
SUBJECT:	**Approval of the August 2, 2022 Board of Supervisors Meeting Minutes**

Approve the Minutes from the August 2, 2022 meeting

Detailed Description/Background of request

The Board of Supervisors held a duly noticed regular meeting on August 2, 2022 and the Clerk is now requesting approval of those minutes.

Prior Board Action

None.

Fiscal Impact/Funding Source

None

Action for the Clerk

Print minutes on special paper for Minutes book, obtain signature, add to Minutes book and distribute accordingly. Scan into Laserfiche

ATTACHMENTS:

- Minutes 08-02-22 (PDF)

Board of Supervisors
J. Merced Corona, District I, Chair
Daurice K. Smith, District II
Kent S. Boes, District III, Vice-Chair
Gary J. Evans, District IV
Denise J. Carter, District V



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COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes
August 2, 2022

Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 2nd day of August 2022 at the hour of 9:00 a.m. Present: Supervisors Gary J. Evans, Denise J. Carter, Daurice K. Smith, Kent S. Boes and J. Merced Corona.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Colusa Councilwoman Conrado states she attended the Bright Vista Youth Center Open House and thanks the Supervisors and everyone responsible for making it happen.

Mr. King states someone has constructed a dam that impacts his property and he would like someone to look into it as it could be detrimental to the environment.

REPORT OUT OF JUNE 21, 2022 SPECIAL MEETING CLOSED SESSION

There was no Closed Session to report.

REPORT OUT OF JUNE 30, 2022 SPECIAL MEETING CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9 (d) (2): One matter. Counsel states there's no reportable action.

2. EMPLOYEE PERFORMANCE EVALUATION

California Government Code section 54957(b). Title: CAO. Counsel states there's no reportable action.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

Attachment: Minutes 08-02-22 (8560 : Approval of the August 2, 2022 Meeting Minutes)

1. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Sean M Martin v County of Colusa, Colusa County Superior Court Case No. C6489

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): two matters.

3. CONFERENCE WITH LABOR NEGOTIATORS
California Government Code §54957.6
Agency designated representatives: CAO
Employee organization: DSA, Management, Misc. Unit, Prof./Admin Unit, Confidential Unit, Unrepresented Employees, Department Heads.

I. STAFF REPORTS

Assistant Sheriff Bradwell provides an update on the jail project and states as of last Friday the project is officially out to RFP and should have proposals in October.

Ms. Tyler thanks Mr. Bradwell for working hard to move the project forward.

Ms. Kelly provides updates on Monkeypox and COVID. She further states they are putting together TDAP booster clinics for 7th graders and will be working with the schools to provide flu shots.

Ms. Allen states Colusa County has had its first detection of Avian Influenza which they will continue to monitor. She further states the Migrant Center Operations Supervisor is doing well and will be utilizing the UC Coop Extension to offer residents nutrition and cooking classes. She further states the USDA disaster designation was made on July 1, 2022 for growers impacted by February's almond freeze. She states Secretary Ross visited Colusa for a listening session to discuss how the drought is affecting the community.

Ms. Gallo-Vasquez states that the Clerk-Recorder's office is currently preparing for the November election and further states the office will be closed from 12 p.m. to 1 p.m. for lunch due to staff shortages.

CONSENT AGENDA

Chair Corona makes time for the approval of Consent Agenda Item No.'s 1 through 26.

1. BOARD OF SUPERVISORS
Approve the Minutes from the June 30, 2022 Special meeting

Attachment: Minutes 08-02-22 (8560 : Approval of the August 2, 2022 Meeting Minutes)

2. BOARD OF SUPERVISORS

Authorize Board Clerk to assign County Contract No. **C22-146** to the **State of California Department of Water Resources** agreement number 4600014671 for Colusa County Bottled and Hauled Water Project.

3. APPOINTMENT/AIR POLLUTION CONTROL DISTRICT HEARING BOARD

Reappoint Adam Shifflett to the Air Pollution Control District Hearing Board, for the term of March 22, 2022 through March 21, 2025. **(Application received: Adam Shifflett)**

4. APPOINTMENT/CORTINA CREEK FLOOD CONTROL & FLOOD WATER CONSERVATION DISTRICT

Appoint Perry Charter to the Cortina Creek Flood Control and Flood Water Conservation District, effective August 2, 2022 through August 1, 2026. **(Application received: Perry Charter)**

5. AG COMMISSIONER

Approve Contract No. **C22-147** with the **California Department of Food and Agriculture**, for California Organic Inspections, effective July 1, 2022.

6. AG COMMISSIONER

Approve Contract No. **C22-148** (No. 21-0595-004-SF) with the **California Department of Food and Agriculture (CDFA),** for the European Grapevine Moth (EGVM) Program, effective January 1, 2022.

7. COUNTY ADMINISTRATIVE OFFICE

Ratify Contract No. **C22-149** with **Kramer Workplace Investigations**.

8. COUNTY ADMINISTRATIVE OFFICE

Ratify Contract No. **C22-150** with **Municipal Resource Group, LLC** for Human Resource Services.

9. COUNTY ADMINISTRATIVE OFFICE

Authorize Board Clerk to assign County Contract No. **C22-151** to the agreement with **Remy, Moose, Manley, LLP**.

10. CLERK RECORDER/ELECTIONS

Acknowledge receipt of the Certified Election Results for the Statewide Direct Primary Election held June 7, 2022.

11. CLERK RECORDER/ELECTIONS

Order consolidation of the election for the following public entities in the County with the Statewide General Election to be held on Tuesday, November 8, 2022:

County of Colusa
City of Colusa

Community College/Board of Education/Schools
Yuba Community College District

Attachment: Minutes 08-02-22 (8560 : Approval of the August 2, 2022 Meeting Minutes)

Colusa County Office of Education
Colusa Unified School District
Glenn County Office of Education
Maxwell Unified School District
Pierce Joint Unified School District
Princeton Joint Unified School District
Stony Creek Joint Unified School District
Williams Unified School District

Special Districts
Arbuckle-College City Fire Protection District
Arbuckle Parks & Recreation District
Arbuckle Public Utility District
Bear Valley - Indian Valley Fire Protection District
Colusa County Water District
Cortina Community Services District
Glenn-Colusa Fire Protection District
Maxwell Park & Recreation District
Maxwell Public Utility District

12. HEALTH AND HUMAN SERVICES

Approve Contract No. **C22-152** (No. 202206) with the **California Department of Public Health Maternal, Child and Adolescent Health (MCAH) Division**, for funding period FY 2022-2023, effective July 1, 2022. Further, authorize the Department of Health and Human Services Public Health and Fiscal staff to sign related documents required by the California Department of Public Health (CDPH).

13. PURCHASING AND PROCUREMENT/COOP EXT.

Ratify equity lease Contract No. **C22-153** with **Enterprise FM Trust** for one 2022 Ford F-150 XL 4x2 regular cab pickup for Cooperative Extension signed by the Purchasing Agent.

14. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES

Approve Contract No. **C22-154** 2nd Modification with **Colusa Indian Health** for the reimbursement of costs of equipment, supplies and staff training, effective July 1, 2022.

15. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES

Ratify Contract No. **C22-155** with **Frontier Communications** for County Network Connection Circuit Services for the new DHHS offices located at 321 5th Street.

16. PURCHASING AND PROCUREMENT/COMMUNITY DEVELOPMENT DEPARTMENT

Approve Contract No. **C22-156** 1st Modification with **BPR Consulting Group, LLC** for plan review and building inspection services.

17. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C22-157** 3rd Modification with **Cachil Dehe Band of Wintun Indians of the Colusa Indian Community (Tribe)** for behavioral health services to the Colusa Indian Community, effective June 1, 2022.

Attachment: Minutes 08-02-22 (8560 : Approval of the August 2, 2022 Meeting Minutes)

18. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C22-158** with **Restpadd, Inc., (Redding)** to provide the County with hospital-based psychiatric inpatient services, effective July 1, 2022.

19. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Contract No. **C22-159** 4th Modification with **Auburn Counseling Services**, for after-hours crisis telephone line and Medi-Cal compliance, effective June 1, 2022.

20. PURCHASING AND PROCUREMENT/PUBLIC WORKS
Approve Contract No. **C22-160** 3rd modification with **Helix Environmental Planning, Inc.** to perform cultural resources consulting for the Finks Road Bridge project.

21. PURCHASING AND PROCUREMENT/PUBLIC WORKS
Approve Contract No. **C22-161** 2nd modification with **WGR Southwest, Inc.** for support for Phase II MS4 MPDES Permit compliance program services, effective July 1, 2022.

22. PURCHASING AND PROCUREMENT/ROAD DEPARTMENT
Approve Contract No. **C22-162** with **R&F Engineering** for on-call flood management support services.

23. PURCHASING AND PROCUREMENT/SHERIFF
Approve Contract No. **C22-163** with **Peterson Power Systems, Inc.** for service and maintenance of a generator for the Colusa County Sheriff's Office.

24. SHERIFF
Approve Contract No. **C22-164** Modification No. 003 (Exhibit A) and (Exhibit B) with **United States Department of Agriculture, Forest Service, Mendocino National Forest,** for the annual operating and financial plan agreement to Cooperative Law Enforcement Agreement No. C21-025.

25. COUNTY COUNSEL
Approve rescission of the Tax Sale for APN 020-182-009-000 located on Gail Avenue, Arbuckle.

26. TREASURER
Accept June 2022 Treasury Monthly Investment Report as presented.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Evans
AYES:	Evans, Corona, Boes, Smith, Carter

III. HUMAN RESOURCES
Chair Corona makes time for discussion and possible action regarding modification or removal of existing hiring freeze.

Attachment: Minutes 08-02-22 (8560 : Approval of the August 2, 2022 Meeting Minutes)

Comments received by Ms. Tyler, Mr. Azevedo, Ms. Kelly, Mr. Rogers, Ms. Gallo-Vasquez, Ms. Allen and Mr. King.

1. Approve maintaining the hiring freeze and appoint an Ad-Hoc Committee to review the recruitment requests with the HR Director and CAO Budget Analyst, and upon unanimous agreement, let the HR Director authorize the recruitment. Further, conduct internal recruitment for positions prior to being flown to the public to the extent that is possible.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carter
SECONDER:	Boes
AYES:	Evans, Corona, Boes, Smith, Carter

Chair Corona appoints Supervisor Smith and Supervisor Boes to the Recruitment Ad Hoc Committee.

2. Discussion and possible direction concerning CalPERS Retirement Additional Service Credit (Golden Handshake).

Comments received by Ms. Tyler.

Direction given to staff to move forward with the Actuarial Review.

IV. AUDITOR

1. Adopt **Resolution No. 22-029** for General Fund and Maintenance Area No. 1 appropriation limit for Fiscal Year 2022-2023.

Comments received by Ms. Van Warmerdam.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Boes
SECONDER:	Carter
AYES:	Evans, Corona, Boes, Smith, Carter

2. Approve Special Claims as follows:

Invoice #	Fund/Department	Vendor	Amount
6970	PUBLIC WORKS	THREE 29 MEDIA LLC	$1,000.00

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Evans
SECONDER:	Smith
AYES:	Evans, Corona, Boes, Smith, Carter

Chair Corona declares a recess at 10:01 a.m. and states they are now sitting as the Colusa County Board of Equalization with all Directors present.

Attachment: Minutes 08-02-22 (8560 : Approval of the August 2, 2022 Meeting Minutes)

V. ASSESSOR

1. **SITTING AS COLUSA COUNTY BOARD OF EQUALIZATION**

Approve Stipulation Agreement (APN 001-081-011) in accordance with Section 1607 of the California Revenue and Taxation Code with H&S Energy LLC, Application for Changed Assessment No. 21-11, located at 805 Market St. Colusa, CA. 95932.

Comments received by Mr. Buckner.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Carter
AYES:	Evans, Corona, Boes, Smith, Carter

Chair Corona adjourns as the Colusa County Board of Equalization at 10:04 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

VI. PURCHASING AND PROCUREMENT/AIRPORT

1. Ratify Contract No. **C22-165** FAA Airport Improvement Program (AIP) Grant Agreement with **U.S. Department of Transportation FAA** (AIP No. 3-06--0048-024-2022) for the installation of airport lighting and signage upgrade, and authorize the Public Works Director (Michael Azevedo) to sign on behalf of the County.

Comments received by Ms. Tyler.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carter
SECONDER:	Evans
AYES:	Evans, Corona, Boes, Smith, Carter

2. Approve Contract No. **C22-166** Task Order No. 5 with **Brandley Engineering, Inc.** for airport consulting services.

Comments received by Ms. Tyler.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carter
SECONDER:	Boes
AYES:	Evans, Corona, Boes, Smith, Carter

3. Award Contract No. **C22-167** to **Pacific Underground Services** for upgrades to the Colusa County Airport lighting and signage.

Comments received by Ms. Tyler.

Attachment: Minutes 08-02-22 (8560 : Approval of the August 2, 2022 Meeting Minutes)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carter
SECONDER:	Smith
AYES:	Evans, Corona, Boes, Smith, Carter

VII. BEHAVIORAL HEALTH

1. Approve updated billing rates for Behavioral Health.

RESULT:	**TABLED TO AUGUST 16, 2022 MEETING**

VIII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY21/22 Revenue and Appropriations Inter-Budget Adjustment No.'s IB040. **(4/5 vote required)**

Comments received by Ms. Moore.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Boes
SECONDER:	Smith
AYES:	Evans, Corona, Boes, Smith, Carter

2. Approve FY21/22 Revenue and Appropriations Intra-Budget Contingency Request Adjustment No. B-22199.

Comments received by Ms. Moore.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Carter
SECONDER:	Smith
AYES:	Evans, Corona, Boes, Smith, Carter

3. Chair Corona acknowledges receipt of the Colusa County Grand Jury 2021-2022 Final Report, and appoints Supervisors Carter and Evans to draft Board responses for consideration.

Comments received by Ms. Tyler.

IX. BOARD OF SUPERVISORS

1. Approve the Minutes from the June 21, 2022 Regular meeting

Comments received by Ms. Tyler.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Evans
AYES:	Evans, Corona, Boes, Smith
ABSTAIN:	Carter

Attachment: Minutes 08-02-22 (8560 : Approval of the August 2, 2022 Meeting Minutes)

2. Find no objection to, and further find that public convenience will be served by the issuance of an off-sale beer and wine license for the Davies Brothers, LLC convenience store in Maxwell, CA.

Comments received by Ms. Tyler.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Evans
SECONDER:	Smith
AYES:	Evans, Corona, Boes, Smith, Carter

X. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Carter

Meetings/functions attended:

- Colusa Groundwater meeting
- Technical Advisory Committee and Ad Hoc meeting
- Colusa County Airport Fly-in
- Northern California Water Association meeting
- RCRC Board meeting
- Golden State Finance Authority Board meeting
- FEMA Ad Hoc meeting
- Floodplain Reimagined Leadership and Landowner meetings
- Bright Vista Youth Center Opening
- NSV Integrated Regional Water Management meeting
- Drought Listening session with CDFA Secretary Ross
- Special Board meeting
- Homelessness Ad Hoc meeting

Supervisor Carter states that the NCWA and CA Rice Commission Congressional briefing is available for viewing and she will share the link if any Supervisors would like to view it.

Supervisor Evans

Meetings/functions attended:

- Sites meetings
- RCRC Correspondence
- Water related issues
- Constituent calls
- Special Board meeting
- Transportation and Transit meeting

Supervisor Smith

Meetings/functions attended:

- Drought Listening session with CDFA Secretary Ross
- Community Economic meeting
- FEMA Ad Hoc meeting
- Grimes Water District meeting
- Community Action Partnership Board meeting
- Special Board meeting

Attachment: Minutes 08-02-22 (8560 : Approval of the August 2, 2022 Meeting Minutes)

Transportation and Transit meeting

Supervisor Smith states she will not be at August 16, 2022 Board of Supervisors meeting.

Supervisor Boes
Meetings/functions attended:
- Budget meetings
- Transportation and Transit meeting
- Sheriff Deputy training
- Special Board meeting
- Regional Housing Authority meeting
- Karen's House Board meeting
- Chamber of Commerce meeting
- Little Caesar's ribbon cutting
- Bright Vista Youth Center Opening
- Homelessness Ad Hoc meeting
- Veteran's Annual Picnic

Supervisor Corona
Meetings/functions attended:
- Budget meetings
- Tri Counties Juvenile Facility meeting
- Veterans Annual Picnic
- Community Action Partnership Board meeting
- Meeting with County Counsel
- Cortina Special District meeting

XI. STATE OF FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states that they have been working towards closing the gap and states final numbers from departments are due on August 8, 2022. She further states there has been a lot of collaboration between Departments.

Chair Corona thanks Ms. Moore and the Auditor-Controller's office for working on the Budget.

Ms. Tyler would like to acknowledge Department Heads for coming up with creative ideas to address budget issues.

Chair Corona declares a recess at 10:35 a.m. to convene in Closes Session.

XII. CLOSED SESSION/COUNTY COUNSEL

1. EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Sean M Martin v County of Colusa, Colusa County Superior Court Case No. C6489

Attachment: Minutes 08-02-22 (8560 : Approval of the August 2, 2022 Meeting Minutes)

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2): two matters.

3. CONFERENCE WITH LABOR NEGOTIATORS
California Government Code §54957.6
Agency designated representatives: CAO
Employee organization: DSA, Management, Misc. Unit, Prof./Admin Unit, Confidential Unit, Unrepresented Employees, Department Heads.

Chair Corona adjourned the meeting at 12:06 p.m. to reconvene in Regular Session on August 16, 2022 at the hour of 9:00 a.m.

_____
J. Merced Corona, Chair

Attest: Wendy G. Tyler,
Clerk to the Board of Supervisors

BY_____
Melissa Kitts, Deputy Clerk

Attachment: Minutes 08-02-22 (8560 : Approval of the August 2, 2022 Meeting Minutes)

COUNTY OF COLUSA, CA **2.2**

Request For County Board of Supervisors Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Ag Commissioner**
FROM:	**Dawn Brown**
SUBJECT:	**Industrial Hemp Cultivation Program Agreement with California Department of Food and Agriculture**

Approve Cooperative Agreement (No. 22-0750-000-SA) with the **California Department of Food and Agriculture (CDFA)**, for the Industrial Hemp Cultivation Program, effective July 21, 2022.

Detailed Description/Background of request

The agreement with the California Department of Food and Agriculture (CDFA) provides for the County to enforce all laws and regulations, including all registration requirements, pertaining to the industrial hemp cultivation in accordance with the Memorandum of Understanding(MOU) between the CDFA and the California Agricultural Commissioners and Sealers Association entitled "State-County-Industrial Hemp Cultivation Program"

The County will perform enforcement activities on non-compliant cultivation, including but not limited to overseeing the regulatory enforcement activities on non-registered growers, investigate non-compliance issues, cooordinate destruction activities of non-compliant plantings and notify the CDFA of enforcement activities on non-compliant plantings. The County will also perform public outreach activities and training of county personnel and submit monthly activity reports to CDFA.

This contract is effective July 1, 2022 thru June 30, 2024 and was received via email on July 12, 2022.

Prior Board Action

Approval of previous year contract.

Fiscal Impact/Funding Source

This is a budgeted item and the County will receive maximum payment in the amount of $12,100.99 for services performed within this contract over the next two fiscal years.

Action for the Clerk

Obtain signatures on one copy of the signature page and email with Exhibit A to: lauren.boulanger@cdfa.ca.gov or mail to:

Lauren Boulanger
Grants Analyst
California Department of Food and Agriculture
Office of Grants Administration, Grant Awards Unit
1220 N Street, Room 120
Sacramento, CA 95814.

Return signed copy of signature page to Ag Commissioner's office, Attn: Dawn, upon return.

ATTACHMENTS:

- 22 24 Industrial Hemp (PDF)

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.6/2022)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
22-0750-000-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF COLUSA

2. The Agreement Term is: July 1, 2022 through June 30, 2024

3. The maximum amount of this Agreement is: $12,100.99

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Name)*
COUNTY OF COLUSA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
100 Sunrise Boulevard, Suite F, Colusa, CA 95932-3246

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
LAURA RODRIGUEZ, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
County shall register interested industrial hemp growers and seed breeders and enforce all laws and regulations pertaining to industrial hemp.

Project Title: Industrial Hemp Cultivation Program

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Natalie Jacuzzi	Name:	Anastacia Allen
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Colusa
Address:	1220 N Street, Room 220	Address:	100 Sunrise Boulevard, Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932-3246
Phone:	916-654-0435	Phone:	530-458-0580
Email Address:	natalie.jacuzzi@cdfa.ca.gov	Email Address:	ccag@countyofcolusa.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Kapua Kahumoku	Name:	Ryan Jennings
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Colusa
Address:	1220 N Street, Room 220	Address:	100 Sunrise Blvd., Suite F
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Colusa, CA 95932
Phone:	916-350-0579	Phone:	530-458-0580
Email Address:	kapua.kahumoku@cdfa.ca.gov	Email Address:	rjennings@countyofcolusa.com

FISCAL CONTACT FOR RECIPIENT (if different from above):	
Name:	LeeAnn Price
Organization:	County of Colusa
Address:	100 Sunrise Blvd., Suite F
City/State/Zip:	Colusa, CA 95932
Phone:	530-458-0580
Email Address:	lprice@countyofcolusa.com

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

4. **RECIPIENT: Please check appropriate box below:**
   Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

   This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

18. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

A. Suspend payments;
B. Demand repayment of all funding;
C. Terminate the Agreement; or
D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

Scope of Work
Industrial Hemp Cultivation Program with Registration
July 1, 2022 – June 30, 2024

The Recipient agrees to enforce all laws and regulations pertaining to industrial hemp cultivation, including registration requirements, in accordance with the Memorandum of Understanding (MOU) between the California Department of Food and Agriculture (CDFA) and the California Agricultural Commissioners and Sealers Association entitled "State-County Industrial Hemp Cultivation Program."

The laws and regulations pertaining to the Industrial Hemp Program are contained in Division 24 of the Food and Agricultural Code and Title 3, Division 4, Chapter 8 of the California Code of Regulations (CCR). All forms, templates, guidelines, and MOU referenced in this document are available on the PHPPS industrial hemp extranet webpage (http://phpps.cdfa.ca.gov/pbuilder/FileReader.asp?pageid=1449).

The County must submit a County Hemp Report and Supplemental along with an Invoice, using the provided templates, to CDFA no later than 30 days after the end of the coinciding reporting period. The County Hemp Report and Invoice shall reference the Cooperative Agreement Number and be sent to:

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed, and Cotton Program
1220 N Street
Sacramento, CA 95814
Attn: Industrial Hemp Program

Or hempreporting@cdfa.ca.gov

Incomplete or incorrectly filled out County Hemp Reports and Invoices will not be accepted and will be returned to the County for corrections prior to processing the invoice.

This Agreement is inclusive of the county's Agreement to perform activities approved by the CDFA as described in the projected scope of work and budget.

Key activities to be conducted under this Agreement include:

I. Personnel Activities
- **a. Registration and Renewal Issuance**
- **b. Enforcement Activities of Non-Compliant Plantings by Non-Registered Cultivators**
- **c. Public Outreach Activities**

II. Non-personnel
- **a. Supplies/Equipment**
- **b. Vehicle/Mileage**

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

Scope of Work
Industrial Hemp Cultivation Program with Registration
July 1, 2022 – June 30, 2024

SECTION 1: PERSONNEL ACTIVITIES

a. Registration and Renewal Issuance

The County agrees to perform the following in accordance with CDFA's guidelines:

- Provide the industrial hemp application for registration, renewal, and registration amendments to interested parties.

- Collect the registration/renewal fees if applicable along with the applications for registration and renewal.

- Mail the registration/renewal fees collected along with the Payment Submission Form to the CDFA (1220 N Street, Sacramento, CA 95814, ATTN: Cashier – 85700CS004 or P.O. Box 942872, Sacramento, CA 94271-2872, ATTN: Cashier – 85700CS004) using a trackable mailing service for deposit into the Agriculture Fund within 15 days of collection.

- Submit an electronic copy of the payment submission form to hempreporting@cdfa.ca.gov.

- Confirm applicant, registrant, and key participants meet eligibility requirements to participate in the industrial hemp program

- Review and verify the registration application and supporting documents, per CDFA's guidelines to ensure that all required information has been provided for registration, renewal, or registration amendment within 30 calendar days from the application submission date

- Confirm cultivars listed on the registration application for growers meet the requirements outlined in 3 CCR Section 4920.

- Issue a unique registration number and a Proof of Registration, Registration Cover Letter including a list of all of the approved key participants, cultivation sites, cultivars, variety development plans, research plans, and amendments to the applicants that have met the registration requirements.

- After issuing the Proof of Registration, forward the applications, supporting documents, and proofs of registration to the CDFA (hempreporting@cdfa.ca.gov) within 10 calendar days.

- Maintain registration records for a minimum of 3 years from the date of collection.

b. Enforcement Activities of Non-Compliant Plantings by Non-Registered Cultivators

The County agrees to perform the following:

- Oversee the regulatory enforcement activities related to the cultivation of industrial hemp by non-registered cultivators.

- Investigate non-compliance issues pertaining to non-registered cultivators.

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

Scope of Work
Industrial Hemp Cultivation Program with Registration
July 1, 2022 – June 30, 2024

- Issue a notice of violation and require a corrective action plan from the non-registered cultivators.

- Coordinate destruction activities of non-compliant plantings grown by non-registered cultivators.

- Notify the CDFA of enforcement activities of non-registered cultivators and forward all notices of violations to CDFA (hempreporting@cdfa.ca.gov).

c. Public Outreach Activities

The County agrees to perform the following:

- Develop educational material, publications, and resources related to local industrial hemp cultivation requirements for distribution.

- Prepare and present pertinent information regarding local regulatory requirements for industrial hemp cultivation at public meetings.

Reimbursement of activities related to the development of educational materials, publications, and resources, and public presentations related to local requirements shall require prior authorization by CDFA. For each activity authorized by CDFA, the County shall be reimbursed for no more than 8 hours of personnel costs.

SECTION 2: NON-PERSONNEL

a. Supplies/Equipment

Supplies and equipment related to activities listed can be invoiced under this Agreement.

b. Vehicle/Mileage

Mileage related to activities listed can be invoiced under this Agreement.

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Rev. 04/20

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

COUNTY HEMP REPORT

COUNTY:	MONTH/YEAR:

A. REGISTRATION ACTIVITIES

TYPE	NEW REGISTRATIONS	AMENDMENTS	RENEWALS	NUMBER ISSUED	HOURS
NUMBER OF REGISTRANTS					
VETERAN EXEMPT REGISTRANTS					
EARI EXEMPT REGISTRANTS					
TOTAL HOURS FOR SECTION A					**0**

B. ENFORCEMENT ACTIVITIES OF NON-COMPLIANT PLANTINGS BY NON-REGISTERED CULTIVATORS

ACTIVITY	NUMBER	HOURS
Investigating Complaints		
Sampling		
Site Inspections		
Destruction Confirmation		
Issue and/or submission of Notice of Violation (NOV)		
TOTAL HOURS FOR SECTION B		**0**

C. PUBLIC OUTREACH ACTIVITIES

ACTIVITY	CDFA APPROVAL DATE	NUMBER	HOURS
TOTAL HOURS FOR SECTION C			**0**

D. COMMENTS

TOTAL ACTIVITY HOURS (ADD TOTAL HOURS FOR SECTIONS A, B, C)	**0**

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Rev. 04/20

SUPPLEMENTAL SHEET TO
COUNTY HEMP REPORT

CDFA USE ONLY	
APPROVED BY:	
REGISTRATION REIMBURSEMENT:	
ENFORCEMENT REIMBURSEMENT:	
PUBLIC OUTREACH REIMBURSEMENT:	
TOTAL REIMBURSEMENT:	

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

REGISTRATION ACTIVITIES

NAME AND CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST

NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST:	0

ENFORCEMENT ACTIVITIES OF NON-COMPLIANT PLANTINGS BY NON-REGISTERED CULTIVATORS

NAME AND CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST

NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST:	0

PUBLIC OUTREACH ACTIVITIES

NAME AND CLASSIFICATION	TOTAL HOURS WORKED	SALARY PER HOUR	BENEFIT PER HOUR	COST

NUMBER OF STAFF WORKED	0	TOTAL HOURS:	0.00	TOTAL COST:	0

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Supplemental Sheet 2 (Rev. 04/20)

COUNTY HEMP REPORT
(Supplemental Sheet 2)

COUNTY:	AGREEMENT NUMBER:	MONTH/YEAR:

SUPPLIES AND EQUIPMENT

SUPPLIES	ACTIVITY	PURCHASE DATE	COST
		TOTAL COST:	0

TRAVEL MILEAGE

ACTIVITY	DATE	TOTAL MILEAGE	COST
TOTAL MILEAGE:	0.00	TOTAL COST:	0

GRAND TOTAL:	0.00

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

INSTRUCTIONS FOR COUNTY HEMP REPORT

County Hemp Report - Submit Monthly

Include time spent on activities related to enforcement of State Industrial Hemp Laws and Regulations. *Do not report time spent on inspections of hemp shipments in transit or at destination, or inspections conducted to certify for export. These are quarantine activities.*

The County must submit a County Hemp Report and Supplemental along with an Invoice, using the provided templates, to CDFA no later than 30 days after the end of the coinciding reporting period. The County Hemp Report and Invoice shall reference the Cooperative Agreement Number and be sent to:

California Department of Food and Agriculture
Pest Exclusion Branch
Nursery, Seed, and Cotton Program
1220 N Street
Sacramento, CA 95814
Attn: Industrial Hemp Program

Or hempreporting@cdfa.ca.gov

Incomplete or incorrectly filled out County Hemp Reports and Invoices will not be accepted and will be returned to the County for corrections prior to processing the invoice.

Section A. Registration Activities
Report in this section the number of applicants whom applied for registration, registration renewal, or registration amendment, and the actual number of registrations, registration renewal, or registration amendment were approved. All time spent by the county personnel to provide registration, registration renewal, and registration amendment will be indicated in the last column. Registration actviities will include reviewing the application for the registration of industrial hemp cultivation, collecting registration fees, entering application information, verifying application information, and issuing registration number.

Section B. Enforcement Activities of Non-Registered Plantings
Report in this section the time spent by county personnel in enforcement activities for non-compliant plantings by non-registered cultivators and the number of occurances for each activity. Enforcement activities include but are not limited to investigation of public complaints, site inspections, sampling, and destruction confirmation.

Any enforcement activities regarding non-compliant plantings by non-registered cultivators must be entered into the supplemental sheet. In the supplemental sheet, list all county personnel's name and classifications along with the their salary and benefit per hour and provide the total hours worked for each county personnel.

All supplies and travel mileage related to the enforcement activities should be entered in the supplemental sheet under Supplies and Equipment and Travel Mileage.

Section C. Public Outreach Activities
Report in this section activities related to the development of educational materials, publications, and resources, and public presentations related to local requirements shall require prior authorization by CDFA. For each activity authorized by CDFA, the County shall be reimbursed for no more than 8 hours of personnel costs.

Section D. Comments
Use this section to report any additional information regarding industrial hemp cultivation related activities, which is pertinent but not reported in the sections above.

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

Date

To: Industrial Hemp Program
California Department of Food and Agriculture
Pest Exclusion Branch
1220 N Street
Sacramento, CA 95814

County of _____
Cooperative Agreement Number XX- XXXX-XXX- SA
Fiscal Year 2022-23
Invoice for Period from XX/XX/XXXX to XX/XX/XXXX
Invoice Number _____

Personnel Services			
Name/Classification	**Hours Worked**	**Salary including Benefits per hour**	**Total**
			$ -
			$ -
			$ -
		Total Personnel Services Cost	**$ -**

Supplies	
Item Description	**Total**
	0
	0
	0
Total Supplies Cost	**$ -**

Vehicle Mileage		
Total Mileage	**Reimbursement Rate**	**Total**
	$0.585	$
	$0.585	$ -
	$0.585	$ -
	Total Travel Cost	**$ -**

Total Personnel Services:	$ -
Total Overhead Cost (up to 25% of Total Personnel Services):	$ -
Total Supplies Cost:	$ -
Total Travel Cost:	$ -
Grand Total (not to exceed agreement amount):	$ -

Please remit payment to

County of _____
Address line 1
Address Line 2
Address line 3

Signature Block

_____
(Original Signature), (Title)

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

Industrial Hemp Program
County Work Plan
July 1, 2022 through June 30, 2024
County: Colusa
Agricultural Commissioner/Sealer: M. Anastacia Allen
Agreement Manager: Ryan Jennings

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agricultural Commissioner	$ 56.55	$ 38.21	$ 94.76	27.00	$ 2,558.57
Assistant Agricultural Commissioner	$ 48.95	$ 32.26	$ 81.21	82.00	$ 6,659.29
Account Clerk III	$ 30.83	$ 13.83	$ 44.66	7.50	$ 334.92
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			Total Hours/Cost:	116.50	$ 9,552.79
			Insert Overhead Cost Percentage[1]:		25%
			Estimated Cost[2]:		$ 11,940.99

1

2

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

Industrial Hemp Program
County Work Plan
July 1, 2022 through June 30, 2024
County: Colusa
Agricultural Commissioner/Sealer: M. Anastacia Allen
Agreement Manager: Ryan Jennings

CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

	FY 2022-23	FY 2023-24	Total Cost
Personnel Services	$ 4,776.40	$ 4,776.39	$ 9,552.79
Travel			$ -
Equipment	$ 30.00	$ 30.00	$ 60.00
Supplies	$ 50.00	$ 50.00	$ 100.00
Contractual	$ -	$ -	$ -
Other	$ -	$ -	$ -
Subtotal	**$ 4,856.40**	**$ 4,856.39**	**$ 9,712.79**
Indirect Costs	**$ 1,194.10**	**$ 1,194.10**	**$ 2,388.20**
Grant Agreement Total:	**$ 6,050.50**	**$ 6,050.49**	**$ 12,100.99**

Attachment: 22 24 Industrial Hemp (8518 : 22-24 Industrial Hemp Cultivation agreement)

COUNTY OF COLUSA, CA **2.3**

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Clerk Recorder/Elections**

FROM: **Ann Nordyke**

SUBJECT: **Election Consolidation Order - November 8, 2022 Elections**

Order consolidation of the election for the City of Williams and the Maxwell Fire Protection District with the Statewide General Election to be held on Tuesday, November 8, 2022.

Detailed Description/Background of request

In order to share election expenses, the City of Williams and the Maxwell Fire Protection District have requested consolidation of their regular elections with the statewide general election.

These entities may request an order of consolidation by the Board of Supervisors in accordance with California Elections Code 10400 et. seq. and have done so. Accordingly, this agenda item seeks an order of consolidation by the Board.

For each of the entities listed, there is no net county cost that will result from this action.

Prior Board Action

The city and the district resolutions were not received in time to be included with the prior consolidation requests that came before the Board of Supervisors on August 2, 2022.

Fiscal Impact/Funding Source

Districts are billed for costs incurred specifically for their portion of the election.

No net county cost will result from this action.

Action for the Clerk

None

ATTACHMENTS:

- Maxwell Fire Protection District Resolution #22-03 (PDF)
- Consolidations list MinutTraq City of Williams & Maxwell Fire 11.8.22(DOCX)

- City of Williams Resolutions 22-09 thru 22-12 (PDF)

FILED
JUL 28 2022
ROSE GALLO-VASQUEZ
COLUSA COUNTY CLERK-RECORDER

MAXWELL FIRE PROTECTION DISTRICT

RESOLUTION 2022 - 03

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MAXWELL FIRE PROTECTION DISTRICT, COUNTY OF COLUSA, STATE OF CALIFORNIA, ORDERING AN ELECTION TO BE HELD AND REQUESTING CONSOLIDATION WITH THE NOVEMBER 8, 2022 GENERAL DISTRICT ELECTION

WHEREAS, an election will be held November 8, 2022, in the MAXWELL Fire Protection District for the purpose of electing District Directors at large to fill 2 positions (two 4-year terms)

WHEREAS, the District Directors of said District hereby request consolidation with any election that may be held on the same day, the same territory, or in territory that is in part of the same.

WHEREAS, the District is requesting the Colusa County Clerk-Recorder Registrar of Voters conduct the election and the District agrees to reimburse the County for the cost of services provided with regard to conducting such election;

WHEREAS, the District Directors of said District have adopted the policy to solve a tie votes by means of a single coin toss, where the candidate that was assigned the face-up side is declared the winner.

THE FOREGOING RESOLUTION was introduced by Director, MATHIS, who moved its adoption, seconded by Director, BECK, and then adopted on roll call by the following vote:

Director: DAVE WELLS	Aye: ✓	No:	Abstain:	Absent:
Director: ALLEN BECK	Aye: ✓	No:	Abstain:	Absent:
Director: DJ MATHIS	Aye: ✓	No:	Abstain:	Absent:
Director :: SCOTT RUDIGER	Aye:	No:	Abstain:	Absent: ✓
Director: JACK BARRETT	Aye:	No:	Abstain:	Absent: ✓

WHEREUPON, the Chairperson declared the foregoing resolution adopted and SO ORDERED.

Date: 7-28-2022

Secretary to the MAXWELL FIRE PROECTION DISTRICT Board of Directors

RECEIVED
AUG 03 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Attachment: Maxwell Fire Protection District Resolution #22-03 (8556 : November 8, 2022 General Election Consolidation Resolutions)

JURISDICTIONS REQUESTING CONSOLIDATION WITH THE NOVEMBER 8, 2022 STATEWIDE GENERAL ELECTIONS.

City of Williams Resolutions 22-09
A resolution of the City of Williams calling for the placing a general tax measure amending the city's transactions and use tax to the voters of the city of Williams at the general municipal election to be held on November 8, 2022.

City of Williams Resolutions 22-10
A resolution of the City of Williams requesting to consolidate a general municipal election to be held on November 8, 2022 with the statewide general election to be held on that date for the purpose of placing the tax measure stated in the City's Resolution 22-09 to the voters of the city.

City of Williams Resolution 22-11
A resolution of the City of Williams providing for the filing of primary and rebuttal arguments and setting the rules for the filing of written arguments regarding the city measure to be placed on the ballot by the City's Resolution 22-09.

City of Williams Resolutions 22-12
A resolution of the City of Williams requesting to consolidate a general municipal election to be held on November 8, 2022 with the statewide general election to be held on that date for the purpose of electing persons to (3) seats on the Williams City Council.

Maxwell Fire Protection District Resolution 2022-03
Resolution of the board of directors of the Maxwell Fire Protection District, County of Colusa, State of California, ordering an election to be held and requesting consolidation with the November 8, 2022 Statewide General Election. Two (2) offices elected at large are to be filled.

Attachment: Consolidations list MinutTraq City of Williams & Maxwell Fire 11.8.22 (8556 : November 8, 2022 General Election Consolidation

CITY OF WILLIAMS

State of California)
County of Colusa) ss:
City of Williams)

RECEIVED
AUG 03 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

I, REX GREENBAUM, DEPUTY CITY CLERK OF THE CITY OF WILLIAMS, DO HEREBY CERTIFY THAT THE ATTACHED DOCUMENT IS TRUE AND CORRECT COPY OF RESOLUTION 22-09, **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLIAMS, CALIFORNIA CALLING FOR THE PLACEMNET OF GENERAL TAX MEASURE ON THE BALLOT FOR THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF AN ORDINANCE AMENDING CHAPTER 3.18 OF THE TITLE 3 (REVENUE AD FINANCE) OF THE WILLIAMS MUNICIPAL CODE TO INCREASE THE RATE OF THE CITY'S TRANSACTIONS AND USE TAX FROM ONE-HALF PERCENT (1/2%) TO ONE PERCENT (1%) AND MAKING OTHER CONFORMING AMENDMENTS**, ADOPTED AT THEIR MEETING OF July 27, 2022.

Dated: July 28, 2022

Rex Greenbaum,
Deputy City Clerk

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

RESOLUTION NO. 22-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLIAMS, CALIFORNIA CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE BALLOT FOR THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF AN ORDINANCE AMENDING CHAPTER 3.18 OF TITLE 3 (REVENUE AND FINANCE) OF THE WILLIAMS MUNICIPAL CODE TO INCREASE THE RATE OF THE CITY'S TRANSACTIONS AND USE TAX FROM ONE-HALF PERCENT (1/2%) TO ONE PERCENT (1%) AND MAKING OTHER CONFORMING AMENDMENTS

WHEREAS, the City of Williams ("City") is authorized to levy a Transactions and Use Tax ("TUT") for general purposes pursuant to California Revenue and Taxation Code section 7285.9, subject to approval by a majority vote of the electorate pursuant to Article XIII C, section 2 of the California Constitution ("Proposition 218"); and

WHEREAS, on November 7, 2006, City voters approved Measure "D," a one-half percent (1/2%) general TUT enacted for a period of six (6) years on the sale and/or use of all tangible personal property sold at retail in the City, with the tax scheduled to sunset on March 31, 2013; and

WHEREAS, on November 6, 2012, City voters approved Measure "G," which repealed the March 31, 2013 sunset date and provided that the one-half percent (1/2%) general TUT remains effective until repealed by City voters; and

WHEREAS, the City's TUT Ordinance which was approved by Measures "D" and "G" is codified in Chapter 3.18 of the City's Municipal Code; and

WHEREAS, pursuant to California Elections Code section 9222, the City Council has authority to place local measures on the ballot to be considered at a Municipal Election; and

WHEREAS, the City Council would like to submit to the voters at the November 8, 2022 General Municipal Election a measure increasing the rate of the TUT from one-half percent (1/2%) to one percent (1%) on the sale and/or use of all tangible personal property sold at retail in the City until it is repealed by voters, and making other conforming amendments, as more specifically set forth in the attached proposed ordinance amending Chapter 3.18 of the City's Municipal Code; and

WHEREAS, the one percent (1%) TUT is a general tax, the revenue of which will be placed in the City's general fund and will be used to pay for general City services; and

WHEREAS, on November 6, 1996, the voters of the State of California approved Proposition 218, an amendment to the State Constitution which requires that all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election; and

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

WHEREAS, pursuant to Proposition 218 (California Constitution, Article XIII C, section 2(b)), the general rule is that any local election for the approval of an increase to a general tax must be consolidated with a regularly scheduled general election for members of the governing body of the local government; and

WHEREAS, the next regularly scheduled general election at which City Council members will be elected is November 8, 2022; and

WHEREAS, pursuant to Government Code section 53724 ("Proposition 62") and Revenue and Taxation Code section 7285.9, a two-thirds (2/3) vote of all members of the City Council is required to place the Measure on the November 8, 2022 ballot; and

WHEREAS, the ordinance to be considered by the qualified voters and the terms of approval, collection and use of the general TUT are described and provided for in the ordinance/measure attached hereto as Exhibit "A" (the "Measure") and by this reference made an operative part hereof, in accordance with all applicable laws.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLIAMS:

SECTION 1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated and made an operative part of this Resolution.

SECTION 2. Submission of Ballot Measure. Pursuant to California Elections Code section 9222, Government Code section 53724, Revenue and Taxation Code section 7285.9 and any other applicable requirements of the laws of the State of California relating to the City, the City Council, by a two-thirds (2/3) vote of all members, hereby orders the Measure to be submitted to the voters of the City at the General Municipal Election to be held on Tuesday, November 8, 2022.

SECTION 3. The City Council, pursuant to California Elections Code section 9222, hereby orders that the Measure shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth in this Section 3. On the ballot to be submitted to the qualified voters at the General Municipal Election to be held on Tuesday, November 8, 2022, in addition to any other matters required by law, there shall be printed substantially the following ballot question:

"Shall a measure be adopted increasing the City's sales tax rate from 1/2% to 1%, providing approximately $750,000 annually until ended by voters, to fund general City services, such as street maintenance and repair, public safety, and youth and senior programs, requiring annual independent audits with all funds benefiting Williams residents?"	**YES**
	NO

SECTION 4. Conduct of Election. The City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots, printed matter and all supplies,

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 5. Pursuant to Elections Code section 9280, the City Council hereby directs the City Clerk to transmit a copy of the Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the Measure, not to exceed 500 words in length, showing the effect of the Measure on the existing law and the operation of the Measure, and transmit such impartial analysis to the City Clerk not later than the deadline for submittal of primary arguments for or against the Measure.

The impartial analysis shall include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Measure is not printed on the ballot, nor in the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **"The above statement is an impartial analysis of Ordinance or Measure ____. If you desire a copy of the ordinance or measure, please call the Office of the City Clerk at [insert phone number] and a copy will be mailed at no cost to you."**

SECTION 6. Notice of the election is hereby given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. Placement on the Ballot. The full text of the Measure shall not be printed in the voter information guide, and a statement shall be printed on the ballot pursuant to Elections Code section 9223 advising voters that they may obtain a copy of this Resolution and the Measure, at no cost, upon request made to the City Clerk.

SECTION 8. Filing with County. The City Clerk shall, not later than the 88th day prior to the General Municipal Election to be held on Tuesday, November 8, 2022, file with the Board of Supervisors and the County Clerk – Registrar of Voters of the County of Colusa, State of California, a certified copy of this Resolution.

SECTION 9. Public Examination. Pursuant to Elections Code section 9295, this Measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The City Clerk shall post notice in the Clerk's office of the specific dates that the examination period will run.

SECTION 10. The City Council hereby finds and determines that the Measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, section 15378(b)(5).

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

SECTION 11. Severability. The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect, and not be affected by such invalidity.

SECTION 12. This Resolution shall become effective upon its adoption.

SECTION 13. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Williams this 27th day of July, 2022, by the following vote:

AYES: Council Members Singh, Sellers, Jr., Parsons and Mendoza
NOES: None
ABSTAIN: None
ABSENT: Council Member Jauregui

Roberto Mendoza, Mayor

ATTEST:

Rex Greenbaum, Deputy City Clerk

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

Exhibit "A"
Transactions and Use Tax Ordinance

[attached behind this page]

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

ORDINANCE NO. ____

AN ORDINANCE OF THE PEOPLE OF THE CITY OF WILLIAMS, CALIFORNIA, AMENDING CHAPTER 3.18 OF TITLE 3 (REVENUE AND FINANCE) OF THE WILLIAMS MUNICIPAL CODE TO INCREASE THE RATE OF THE CITY'S TRANSACTIONS AND USE TAX FROM ONE-HALF PERCENT (1/2%) TO ONE PERCENT (1%) AND MAKING OTHER CONFORMING AMENDMENTS, TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

WHEREAS, pursuant to California Revenue and Taxation Code section 7285.9 the City Council of the City of Williams is authorized to levy a Transactions and Use Tax ("TUT") for general purposes, subject to majority voter approval; and

WHEREAS, on November 7, 2006, City of Williams ("City") voters approved Measure "D," and enacted a one-half percent (1/2%) general TUT for a six-year period on the sale and/or use of all tangible personal property sold at retail in the City, with the TUT scheduled to sunset on March 31, 2013; and

WHEREAS, on November 6, 2012, Williams voters approved Measure "G," which repealed the March 31, 2013 sunset date and provided that the one-half percent (1/2%) general TUT remains effective until repealed by City voters; and

WHEREAS, the City's TUT Ordinance, which was approved by Measures "D" and "G" is codified in Chapter 3.18 of the Williams Municipal Code; and

WHEREAS, the People of the City desire to amend Chapter 3.18 of the Williams Municipal Code in order to increase the rate of the TUT from one-half percent (1/2%) to one percent (1%) on the sale and/or use of all tangible personal property sold at retail in the City until it is repealed by voters, and to make other conforming amendments to the Code as more specifically set forth herein.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF WILLIAMS DO HEREBY ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as the Williams Transactions and Use Tax Ordinance, the full text of which is set forth in Attachment "1" attached hereto and incorporated herein by reference, and which amends Chapter 3.18 of the Williams Municipal Code in its entirety.

Section 2. Approval by the City Council. Pursuant to Government Code section 53724 and Revenue and Taxation Code section 7285.9, this Ordinance was duly approved for placement on the ballot by a minimum two-thirds (2/3) supermajority of all members of the City Council on July 27, 2022.

Section 3. Approval by the Voters. Pursuant to Elections Code section 9217, this Ordinance shall be deemed adopted and take effect only if approved by a majority of the eligible voters of the City of Williams voting at the General Municipal Election of November 8, 2022. It shall be deemed adopted when the City Council has certified the results of that election by resolution and shall take effect ten (10) days thereafter.

Section 4. Operative Date. "Operative Date" for purposes of the one percent (1%) TUT rate means the first day of the first calendar quarter commencing more than 110 days after the date this Ordinance is adopted, as set forth in Section 3 above. Until the Operative Date, the TUT shall continue to be levied and collected at a rate of one-half of one percent (1/2%), as previously approved by Williams voters.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

I hereby certify that this Transactions and Use Tax Ordinance was PASSED, APPROVED, AND ADOPTED by the People of the City of Williams on the 8th day of November, 2022.

CITY OF WILLIAMS

_____

ROBERTO MENDOZA, MAYOR

ATTEST:

_____

Rex Greenbaum, Deputy City Clerk

APPROVED AS TO FORM:

_____

Ann Siprelle, City Attorney

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

Chapter 3.18 - Transactions and Use Tax

Sections:

3.18.010 - Purpose.
3.18.020 - Contract With State.
3.18.030 - Transactions Tax Rate.
3.18.040 - Place of Sale.
3.18.050 - Use Tax Rate.
3.18.060 - Adoption of Provisions of State Law.
3.18.070 - Limitations on Adoption of State Law and Collection of Use Taxes.
3.18.080 - Permit Not Required.
3.18.090 - Exemptions and Exclusions.
3.18.100 - Amendments.
3.18.110 - Enjoining Collection Forbidden.
3.18.120 – Duration of Tax

Sections:

3.18.010 - Purpose.

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

taxes, and at the same time, minimize the burden of record-keeping upon persons subject to taxation under the provisions of this ordinance.

3.18.020 - Contract With State.

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.18.030 - Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one percent (1%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.18.040 - Place of Sale.

For the purposes of this chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.18.050 - Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one percent (1%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.18.060 - Adoption of Provisions of State Law.

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.18.070 - Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, California Victim Compensation Board, California Department of Tax and Fee Administration, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

   a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

   b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In reference to Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "city" shall be substituted for the word "state" in the phrase "retailer engaged in business in this state" in Section 6203 of the Revenue and Taxation Code and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes of this section, a person is related to another person if both persons are related to each

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

CITY OF WILLIAMS

State of California)
County of Colusa) ss:
City of Williams)

RECEIVED
AUG 03 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

I, REX GREENBAUM, DEPUTY CITY CLERK OF THE CITY OF WILLIAMS, DO HEREBY CERTIFY THAT THE ATTACHED DOCUMENT IS TRUE AND CORRECT COPY OF RESOLUTION 22-10, **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLIAMS, CALIFORNIA REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO ELECTIONS CODE SECTION 10403**, ADOPTED AT THEIR MEETING OF July 27, 2022.

Dated: July 28, 2022

Rex Greenbaum,
Deputy City Clerk

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

RESOLUTION NO. 22-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLIAMS, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO ELECTIONS CODE SECTION 10403

WHEREAS, on July 27, 2022, the City Council of the City of Williams ("City Council") adopted Resolution No. 22-09, calling a General Municipal Election to be held on November 8, 2022; for the purpose of submitting to the voters a proposed transactions and use (sales) tax measure; and

WHEREAS, it is therefore desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City of Williams ("Williams") the precincts, polling places and election officers of the two elections be the same, and that the election department of the County of Colusa ("County") canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILLIAMS DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Request for Consolidation. Pursuant to the requirements of Elections Code section 10403, the Board of Supervisors of the County of Colusa ("Board of Supervisors") is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 8, 2022, for the purpose of submitting to the voters the following transactions and use (sales) tax measure:

Section 2. Measure Language. The measure is to appear on the ballot as follows:

"Shall a measure be adopted increasing the City's sales tax rate from 1/2% to 1%, providing approximately $750,000 annually until ended by voters, to fund general City services, such as street maintenance and repair, public safety, and youth and senior programs, requiring annual independent audits with all funds benefiting Williams residents?"	**YES**
	NO

Section 3. Canvass of Returns. The County election department is authorized to canvass the returns and perform all other proceedings incidental to and connected with the General Municipal Election. The Election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. Pursuant to Elections Code sections 10403 and 10418, the election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election.

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

Section 4. Necessary Steps. The Board of Supervisors is requested to issue instructions to the County election department to take any and all steps necessary for the holding of the consolidated election.

Section 5. Costs. The City Council determines and declares that the City will pay to the County the reasonable and actual expenses incurred by the County by the consolidation of the General Municipal Election with the Statewide General Election. The City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill. The City Manager of the City of Williams is authorized and directed to pay for the expenses incurred after receiving a statement from the County of Colusa.

Section 6. Filing of Resolution. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the election department of the County of Colusa.

Section 7. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 27th day of July, 2022.

Roberto Mendoza, Mayor

ATTEST:

Rex Greenbaum, Deputy City Clerk

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

I, Rex Greenbaum, Deputy City Clerk of the City of Williams, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 27th day of July, 2022, by the following vote to wit:

AYES:	Council Members Singh, Sellers, Jr., Parsons and Mendoza
NOES:	None
ABSTAIN:	None
ABSENT:	Council Member Jauregui

Rex Greenbaum, Deputy City Clerk

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

CITY OF WILLIAMS

RECEIVED
AUG 03 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

State of California)
County of Colusa) ss:
City of Williams)

I, REX GREENBAUM, DEPUTY CITY CLERK OF THE CITY OF WILLIAMS, DO HEREBY CERTIFY THAT THE ATTACHED DOCUMENT IS TRUE AND CORRECT COPY OF RESOLUTION 22-11, **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLIAMS, CALIFORNIA, PROVIDING FOR THE FILING OF PRIMARY AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILLING OF WRITTEN ARGUMENTS REGARDING A CITY MEASURE TO BE SUBMITTED AT THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION**, ADOPTED AT THEIR MEETING OF July 27, 2022.

Dated: July 28, 2022

Rex Greenbaum,
Deputy City Clerk

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

RESOLUTION NO. 22-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLIAMS, CALIFORNIA, PROVIDING FOR THE FILING OF PRIMARY AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING A CITY MEASURE TO BE SUBMITTED AT THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION

WHEREAS, a General Municipal Election is to be held in the City of Williams, California on November 8, 2022, at which there will be submitted to the voters the following measure:

"Shall a measure be adopted increasing the City's sales tax rate from 1/2% to 1%, providing approximately $750,000 annually until ended by voters, to fund general City services, such as street maintenance and repair, public safety, and youth and senior programs, requiring annual independent audits with all funds benefiting Williams residents?"	Yes
	No

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILLIAMS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Primary Arguments. That the City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California, and to change the argument until and including the date fixed below by the City Clerk, after which no arguments for or against the City measure may be submitted to the City Clerk.

The deadline to submit arguments for or against the City Measure pursuant to this Resolution is declared by the City Clerk to be **August 2, 2022 at 5:00 p.m.** Each argument shall not exceed 300 words and shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

Section 2. Rebuttal Arguments. Pursuant to Section 9285 of the Elections Code of the State of California, when the City Clerk has selected the primary arguments for and against the City Measure which will be printed and distributed to the voters, the Clerk shall send copies of the primary argument in favor of the Measure to the authors of the primary argument against, and copies of the primary argument against to the authors of the primary argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding

250 words. The rebuttal arguments shall be filed with the City Clerk not later than **August 15, 2022, at 5:00 p.m.** Rebuttal arguments shall be printed in the same manner as the primary arguments. Each rebuttal argument shall immediately follow the primary argument which it seeks to rebut.

Section 3. Prior Resolutions. That all previous resolutions providing for the filing of primary and rebuttal arguments related to City measures are repealed.

Section 4. November 8, 2022 Election. That the provisions of Sections 1 and 2 shall apply only to the election to be held on November 8, 2022, and shall then be repealed.

Section 5. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 27th day of July, 2022.

Roberto Mendoza, Mayor

ATTEST:

Rex Greenbaum, Deputy City Clerk

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

I, Rex Greenbaum, Deputy City Clerk of the City of Williams, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 27th day of July, 2022, by the following vote to wit:

AYES:	Council Members Singh, Sellers, Jr., Parsons and Mendoza
NOES:	None
ABSTAIN:	None
ABSENT:	Council Member Jauregui

Rex Greenbaum, Deputy City Clerk

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

CITY OF WILLIAMS

State of California)
County of Colusa) ss:
City of Williams)

RECEIVED
AUG 03 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

I, REX GREENBAUM, DEPUTY CITY CLERK OF THE CITY OF WILLIAMS, DO HEREBY CERTIFY THAT THE ATTACHED DOCUMENT IS TRUE AND CORRECT COPY OF RESOLUTION 22-12, **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLIAMS, CALIFORNIA CALLING FOR A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF THREE COUNCIL MEMBERS, TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA TO CONSOLIDATE THE GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE CONDUCTED ON THAT SAME DAY,** ADOPTED AT THEIR MEETING OF July 20, 2022.

Dated: July 28, 2022

Rex Greenbaum,
Deputy City Clerk

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

RESOLUTION NO. 2022-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLIAMS, CALIFORNIA CALLING FOR A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF THREE COUNCIL MEMBERS, TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF COLUSA TO CONSOLIDATE THE GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE CONDUCTED ON THAT SAME DAY

WHEREAS, a General Municipal Election is to be held in the City of Williams, California, on November 8, 2022, for the purpose of electing persons to three (3) seats on the Williams City Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the Election Department of the County of Colusa canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

THE CITY COUNCIL OF THE CITY OF WILLIAMS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Calling of the General Municipal Election. Pursuant to the requirements of the laws of the State of California relating to municipal elections, there shall be, and there is hereby called and ordered held in the City of Williams, County of Colusa, State of California, on November 8, 2022, a general municipal election of the qualified electors of the City of Williams, for the purpose of electing three (3) members of the City Council for a full term of four (4) years each. The general municipal election shall be held and conducted as provided for by law for the holding of municipal elections in the City.

SECTION 2. Consolidation of the Election. The City Council hereby requests the Colusa County Board of Supervisors to consolidate the general municipal election with the Statewide General Election to be conducted on Tuesday, November 8, 2022, as provided in Elections Code section 10400 et seq., including section 10418. The election hereby consolidated shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 3. Election Related Services. Pursuant to Elections Code section 10002, the City requests and authorizes the Colusa County elections official to provide the services necessary to implement the election and to consolidate the election on the November 8, 2022 Election Ballot for the County of Colusa. Such services include the publication of notices calling the election, provision of voter lists, obtaining and staffing polling places, hiring and training of precinct workers, provision and delivery of precinct supplies, provision of microfiche of voters and poll locations, if desired, counting of ballots and certification of the election, and all other aspects of elections not specified herein that may be agreed upon between the County Clerk and the City Clerk.

SECTION 4. Instructions. The Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 5. Candidate's Statement. Pursuant to Elections Code section 13307, each candidate for elective office to be voted for at the General Municipal Election may prepare a candidate's statement on an appropriate form provided by the City Clerk. Such statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. Such statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. Such statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. Such statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period. No candidate will be permitted to include additional materials in the voter information guide. Pursuant to the Voting Rights Act of 1965, candidate statements will be translated into all languages required by the County of Colusa. The candidate shall be required to pay for the cost of translating the candidate statement into any foreign language pursuant to Federal and/or State law. The candidate shall be required to pay for the cost of translating the candidate statement into any foreign language that is not required by Federal or State law, but is requested as an option by the candidate.

SECTION 6. Payment. The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to the Elections Code and pursuant to the Voting Rights Act of 1965, as amended, and require each candidate filing a statement to pay in advance to the City his or her pro rata share as a condition of having his or her statement included in the voter's pamphlet.s an approximation of actual cost that varies from one election to another and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill candidates for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk shall require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election or upon receipt of County billing.

SECTION 7. City's Reimbursement of Costs. The City of Williams shall reimburse the County of Colusa for all costs and expenses incurred by the County in conducting said election upon presentation of a bill to the City.

SECTION 8. Forwarding of Resolution to the County. The City Clerk is authorized and directed to file a copy of this Resolution with the Board of Supervisors and the County Clerk upon its adoption by the City Council.

SECTION 9. Implementation Actions. The City Clerk is authorized and directed to take such further actions and execute such documents as are necessary to cause the election to be conducted on behalf of the City of Williams.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Williams at a regular meeting held on the 20th day of July, 2022, by the following vote:

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

AYES: Council Members Sellers, Jr., Parsons and Mendoza.

NOES: None.

ABSENT: Council Members Jauregui and Singh.

ABSTAIN: None.

Roberto Mendoza, Mayor

ATTEST:

Rex Greenbaum, Deputy City Clerk

Attachment: City of Williams Resolutions 22-09 thru 22-12 (8556 : November 8, 2022 General Election Consolidation Resolutions)

COUNTY OF COLUSA, CA

2.4

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Resolution Authorizing the County Administrative Officer to Accept Avigation and Noise Easements**

Adopt a Resolution authorizing the County Administrative Officer to consent to and accept avigation and noise easements granted in conjunction with development within the Colusa County's Airport Area of Influence.

Detailed Description/Background of request

Section 3.7.1(b) of the Colusa County Airport Land Use Compatibility Plan (ALUCP) specifies that an avigation easement shall be required of discretionary projects brought before the Colusa County Airport Land Use Commission (ALUC). The ALUC has been implementing this requirement as part of their project review process. The purpose of the avigation easement is to:

(1) Provide the right of flight in the airspace above the property;

(2) Allow the generation of noise and other impacts associated with aircraft flights;

(3) Restrict the height of structures, trees and other objects;

(4) Permit access to the property for the removal or aeronautical marking of objects exceeding established height limits; and

(5) Prohibit electrical interference, glare, and other potential hazards from being created on the property.

Government Code Section 27281 (Attachment #1) requires that a Certificate of Acceptance (Attachment #2) be approved in order for the County to accept a grant of any easement. As the Board may recall, the Board has previously approved two Certificates of Acceptance for avigation and noise easements associated with the Colusa Industrial Properties' residential development. However, given the large number of projects before the ALUC triggering the acceptance of avigation easements, staff has proposed the attached resolution that would allow the Board to authorize the County Administrative Officer to sign a Certificate of Acceptance for these avigation and noise easements pursuant to Government Code Section 27281(b)(Attachment #1).

Attached is the draft Avigation and Noise Easement (Attachment #3) which is modeled after the easement contained within the ALUCP and is in the same form that the Board previously accepted for the CIP residential project.

Prior Board Action

In December, 2021 the Board accepted an avigation and noise easement for portions of the first phase at the CIP residential development.

In February, 2022 the Board accepted an avigation and noise easement for the remaining portions of the CIP residential development.

Fiscal Impact/Funding Source

None anticipated.

Action for the Clerk

Obtain the required signatures on the attached resolution and forward an electronic copy to the Community Development Director.

ATTACHMENTS:

- Board Resolution Authorizing CAO To Accept Avigation and Noise Easements (DOC)
- Attachment #1 Government Code Section 27281 et seq. (PDF)
- Attachment #2 Easement Acceptance and Consent Form (DOC)
- Attachment #3 Draft Avigation and Noise Easement (DOCX)

RESOLUTION NO. 22-_____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO ISSUE CERTIFICATES OF ACCEPTANCE FOR AVIGATION AND NOISE EASEMENTS GRANTED PURSUANT TO THE REQUIREMENTS OF THE COLUSA COUNTY AIRPORT LAND USE COMPATIBILITY PLAN

WHEREAS, Pursuant to Section 3.7.1(b) of the Colusa County Airport Land Use Compatibility Plan (ALUCP), an Avigation Easement is required of discretionary projects brought before the Colusa County Airport Land Use Commission (ALUC);

WHEREAS, The purpose of the Avigation Easement is to protect the right of aircraft flight operations; inform future property owners about noise and other impacts associated with aircraft flights; restrict the height of structures, trees and other objects; permit access for the removal or aeronautical marking of objects exceeding height limits; and prohibit electrical interference, glare, and other potential hazards to flights from being created on the property; and

WHEREAS, Government Code Section 27281 requires that a Certificate of Acceptance be approved by the County before a grant of easement may be accepted and Government Code Section 27281(b) provides that the Board of Supervisors, by resolution, may authorize the County Administrative Officer to accept and consent to the grant of easements to the County.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Administrative Officer is hereby authorized to consent to and accept the grant of aviation and noise easements, and to sign and process a Certificate of Acceptance for any such easement.

PASSED AND ADOPTED this 16th day of August, 2022 by the following vote:

AYES:

NOES:

ABSENT:

_____
J. Merced Corona, Board Chair

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By: _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Board Resolution Authorizing CAO To Accept Avigation and Noise Easements (8515 : Resolution Authorizing Avigation Easement

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 27281

27281. (a) Deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant. If a certificate of acceptance is used, it shall be in substantially the following form:

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from _____ to _____, a political corporation and/or governmental agency is hereby accepted by order of the _____ (legislative body) on _____ (date), (or by the undersigned officer or agent on behalf of the _____ (legislative body) pursuant to authority conferred by resolution of the _____ (legislative body) adopted on _____ (date),) and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____ By _____

(b) A political corporation or governmental agency, by a general resolution, may authorize one or more officers or agents to accept and consent to a deed or grant described in subdivision (a).

(c) In cases where the county tax collector files purchaser's deeds with respect to a sale for defaulted taxes, the information contained in those documents shall be deemed to constitute compliance with this section.

(d) The requirements of this section shall not apply to a deed of trust or other security or regulatory document recorded by or on behalf of a state agency pursuant to a program or activity of the agency authorized by statute or regulation.

(e) Subdivision (a) does not apply to a revocable transfer on death deed.

(f) A revocable transfer on death deed that names a political corporation or governmental agency as a beneficiary does not transfer title to that political corporation or governmental agency unless and until the political corporation or governmental agency records a resolution of acceptance or a certificate of consent in a form substantially similar to the form prescribed in subdivision (a).

(Amended by Stats. 2021, Ch. 215, Sec. 1. (SB 315) Effective January 1, 2022.)

Attachment: Attachment #1 Government Code Section 27281 et seq. (8515 : Resolution Authorizing Avigation

RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO:

County of Colusa
547 Market Street, Suite 102
Colusa, CA 95932

Transfer Tax Not Applicable: R&T Code 11922
Exempt from Recording Fees: Gov. Code 27383

APN:

Space above for Recorder's use only

CERTIFICATE OF ACCEPTANCE

GRANT DEED

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property conveyed by the Grant of Avigation and Noise Easement dated _____ from _____ to the County of Colusa, a political subdivision of the State of California, is hereby accepted by the undersigned officer on behalf of the Colusa County Board of Supervisors pursuant to the authority conferred by Resolution _____ of the Board of Supervisors adopted on _____ and the grantee consents to recordation thereof by its duly authorized officer.

COUNTY OF COLUSA
AUTHORIZED OFFICER

Dated: _____

_____
Wendy G. Tyler
Colusa County Administrative Officer

ATTEST: Wendy G. Tyler,
Clerk to the Board of Supervisors

_____
Patricia Rodriguez, Deputy Clerk

Attachment: Attachment #2 Easement Acceptance and Consent Form (8515 : Resolution Authorizing Avigation Easement Acceptance)

RECORDING REQUESTED BY:
County of Colusa

WHEN RECORDED MAIL TO:
Colusa County Airport
100 Sunrise Blvd., Suite F
Colusa, California 95932

NO FEE DOCUMENT
Per Govt. Code 6103

GRANT OF AVIGATION AND NOISE EASEMENT

The Grant of Easement is made on _____, 2022 by Colusa Industrial Properties Inc. (herein collectively referred to as "Grantor") and the County of Colusa, a Political Subdivision of the State of California, acting by and through its Board of Supervisors with reference to the following facts:

A. Grantor owns real property in Colusa County, California ("Grantor's Property"). The legal description for Grantor's Property includes the air space above it.

B. The County of Colusa owns and operates Colusa County Airport in Colusa County, California (the "Airport"). The description for the Airport is attached as Exhibit "B".

C. The Airport is a General Aviation airport for the region and also has some other Aviation and related activity, including but not limited to crop duster aircraft which can increase noise levels. The heavy crop duster use of the airport is April and May during planting season. Grantor and Grantee recognize and agree that the Airport will grow and traffic will increase over time.

D. The Airport is a portion of real property that has been annexed into the City of Colusa. The rights and privilege granted herein to the County of Colusa will then also vest in the City of Colusa. The County of Colusa has requested, and in consideration for the land use approval, Grantor has agreed to give the County of Colusa the Easement described below.

NOW, THEREFORE, the parties agree as follows:

Section 1. Grant of Easement

A. For valuable consideration, Grantor grants to the County of Colusa a perpetual, nonexclusive, assignable avigation and noise easement in and over Grantor's

Attachment: Attachment #3 Draft Avigation and Noise Easement (8515 : Resolution Authorizing Avigation Easement Acceptance)

Property for noise and other negative impacts resulting from aircraft flying to and from, and other operations at the Airport ("Airport Operations") and a right-of-way for the free and unrestricted passage of aircraft of any and all kinds now or hereafter known in, through, across and about the airspace beginning at a point one hundred (100) feet above the surface of said Grantor's Property. This Easement specifically permits the imposition of light, smoke, air currents, electronic or other emissions, vibrations, discomfort, inconvenience, and interference with use and enjoyment resulting from Airport Operations producing noise. This Easement is fully effective as of the date set forth above.

B. Such easement and right-of-way includes but is not limited to:

1. The easement and right-of-way is for the use and benefit of the public and includes the continuing right to fly, or cause or permit the flight by any and all persons, of aircraft, of any and all kinds now or hereafter known in, through, across or about any portion of the airspace one hundred (100) feet above Grantor's Property; and

2. The right to cause or create, permit or allow to be caused or created within all space above the existing surface of said Grantor's Property and any and all airspace laterally adjacent to said Grantor's Property, such noise, vibration, current and other effects of air, illumination and fuel consumption as may be inherent in, or may arise or occur from or during the operation of aircraft of any and all kinds, now or hereafter known or used, for navigation of or flight in air and

3. A continuing right to clear, and keep clear, the Airspace (hereinafter "Airspace"), defined as starting one hundred(100) feet above Grantor's Property and extending upwards thereafter as necessary for air transportation or air operation purposes of any portions of building, structures, or improvements of any and all kinds, and of trees or other objects, including the right to remove or demolish those portions of such building, structures, improvements, trees or other things which extend into or above the Airspace and the right to cut those portions, of any trees which extended into or above the Airspace.

4. The right to mark and light, or cause or require to be marked or lighted, as obstructions to air navigation, any and all buildings, structures or other improvements, and trees or other objects, which extend into or above the Airspace; and

5. The right to ingress to, passage within, and egress from the hereinabove described Grantor's Property for the purposes described in subparagraphs "3" and "4" above.

Attachment: Attachment #3 Draft Avigation and Noise Easement (8515 : Resolution Authorizing Avigation Easement Acceptance)

C. Grantor, on behalf of itself, its successors and assigns, hereby covenants with the County of Colusa and for the direct benefit of the real property constituting Colusa County Airport described in Exhibit "B" as follows:

1. That Grantor. Its successors and assigns will not construct, install, permit or allow any building, structure, improvement, tree, or other object on the Grantor's Property described herein, to extend into or above the Airspace, or to constitute an obstruction to air navigation, or to obstruct or interfere with the use of the easement and right-of-way herein granted, it being acknowledged and understood that residential solar energy systems shall not constitute an obstruction to air navigation and

2. That Grantor, its successors and assigns, will not hereafter use or permit the use of said Grantor's Property in such a manner as to increase electrical, electronic or other airwave interference with radio, radar or other communications, operation between a Federal Aviation Administration control tower upon the Colusa County Airport and any aircraft.

D. The easements and right-of-way granted herein shall be deemed both appurtenant to and for the direct benefit of that real property which constitutes the Colusa County Airport as described in Exhibit "B", and shall further be deemed in gross, being conveyed to the Grantee for the benefit of the Grantee and any and all members of the general public who may use said easement or right-of-way or derive benefit from the taking off from, landing upon or operating such aircraft in or about the said Colusa County Airport, or in otherwise flying through said Airspace over Grantor's Property.

E. This grant of easement shall not operate to deprive the Grantor, its successors or assigns, of any rights, which it may from time to time have against any air carrier or private operator for negligent or unlawful operation of aircraft.

F. These covenants and agreement run with the land and are binding upon the heirs, administrators, executors, successors and assigns of the Grantor, and for the purpose of this instrument, the Grantor's Property as described in Exhibit "A" is the servient tenement and said Colusa County Airport is the dominant tenement.

Section 2. Release

Grantor releases the County of Colusa and Airport operators and aircraft operators using the Airport from any claims, losses, liabilities or expenses (collectively, "Losses") arising from negative impacts resulting from Airport Operations prior to the date of this Easement. This Release covers all past, present and future Losses, whether known or unknown. This Release includes damages for physical

Attachment: Attachment #3 Draft Avigation and Noise Easement (8515 : Resolution Authorizing Avigation Easement Acceptance)

or emotional injuries, nuisance or any taking of Grantor's Property. Grantor specifically waives application of California Civil Code, Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Grantor shall not sue for damages in connection with Losses released by this Easement, nor seek to enjoin the impositions permitted by this Easement. The County of Colusa will not have to set aside buffer lands, re-route air traffic, erect sound or other barriers, establish curfews, relocate Airport Operations or take other measures to eliminate or lessen the impositions permitted by this Easement.

Section 3. Continuous Benefits and Burdens

This Easement burdens the Grantors' Property for the benefit of the Airport. It runs with the land under California Civil Code Section 1468. The benefits and burdens created by this instrument apply to and bind the parties' successors, heirs and assigns.

Grantor agrees that in any marketing material regarding transfers, in whole or in part, of the Grantor's Property, this easement and the terms thereof, shall be disclosed. In addition, Grantor agrees that it will inform all interested parties including, but not limited to, those holding liens or encumbrances on all or a portion of the Property, about this Easement and shall provide a copy of this Easement if they so request.

Section 4. Recordation

The County of Colusa shall record this document in the Official Records of Colusa County.

GRANTOR:
Colusa Industrial Properties Inc.

Dated:_____ By:_____
Manager

COUNTY OF COLUSA:

Dated:_____ By:_____
Wendy G. Tyler
Colusa County Administrative Officer

Attachment: Attachment #3 Draft Avigation and Noise Easement (8515 : Resolution Authorizing Avigation Easement Acceptance)

COUNTY OF COLUSA, CA 2.5

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **County Administrative Office**

FROM: **Wendy Tyler**

SUBJECT: **Approve 11th Modification to California Forensic Medical Group**

Approve 11th Modification to **California Forensic Medical Group (CFMG) aka Wellpath,** for inmate medical services effective July 1, 2022.

Detailed Description/Background of request

The current jail medical services contract with CFMG (also known as Wellpath) expired on June 30, 2022. The original contract C11-169 was entered into on July 1, 2011 and has been modified several times. We are requesting a modification to extend the contract through June 20, 2023.

This modification includes a 4%CPI adjustment, an increase in the wage paid by the contractor to the Charge RN of $4.95 per hour, an increase of 40 hours per week in LVN staffing, and an increase in the per diem costs.

The increase in LVN staffing levels is due to the frequency of services requested and delivered, and the necessity of medication pass being done 4 times per day.

Prior Board Action

C11-169 original contract was approved July 1, 2011. Since that time there have been 10 modifications to the contract.
All modifications are not provided as back-up due to the file size, however the original agreement (C11-169) as well as the most recent amendment are provided for your information.

Fiscal Impact/Funding Source

Annual amount for services will increase from $589,020.99 to $756,369.83. The per diem will increase form $2.19 to $2.28

Budgeted 00101-2031-531801
Jail (2031) Prof Serv-Inmate Medical (531801)

Action for the Clerk

Obtain signatures and mail to:
California Forensic Medical Group, Inc.

ATTN: Contract Retention Division
3340 Perimeter Hill Drive
Nashville, TN 37211

email a copy to David Garzoli, dgarzoli@wellpath.us

ATTACHMENTS:

- Eleventh Modification of Contract C11-169 (DOCX)
- C21-074 CA Forensic Medical Group (CMFG) aka Wellpath - 10th Modification (PDF)
- C11-169 California Forensic Medical Group (PDF)

Eleventh Modification of Contract C11-169 for Inmate Medical Services

This Eleventh Modification of Contract C11-169 for Inmate Medical Services is between the County of Colusa (County), a political subdivision of the State of California, and California Forensic Medical Group, Inc. (Contractor), a California corporation.

Background

On July 1, 2011, the parties executed contract C11-169 for the provision of medical services for inmates of the Colusa County Adult Detention Facility ("Contract"). This agreement has been modified ten times since that date, for multiple time extensions, cost increases and additional staffing.

The existing agreement between the parties expired on June 30, 2022, however Contractor has continued to provide services on the terms and conditions under the existing contract with the understanding that a modification as detailed below would be presented for retroactive enactment.

The parties now want to execute an Eleventh Modification to extend the termination date, increase staffing and increase the compensation paid to Contractor.

Modification

The parties agree to modify the Contract effective July 1, 2022 as follows:

1. Section 1.01, Term of Contract, is modified by extending the termination date from June 30, 2022 to June 30, 2023

2. Section 2.02, Contractor's Services, is modified to include the addition of a full-time (40 hours per week) LVN. An updated staffing pattern is attached hereto as Exhibit "C" and incorporated by reference.

3. Section 3.01, Compensation, is modified by deleting the section entirely and replacing with the following: In consideration for the services to be performed by Contractor, County agrees to pay Contractor the sum of $756,369.83 for the period of July 1, 2022 to June 30, 2023, in twelve equal installments on or before the tenth day of each month.

4. Section 3.03, Compensation, Per Diem Rate, is modified to increase the rate from $2.19 per day to $2.28 per day.

SIGNATURES ON NEXT PAGE

Attachment: Eleventh Modification of Contract C11-169 [Revision 1] (8551 : Approve 11th Modification to CFMG)

COUNTY OF COLUSA

_____Date:_____
J. Merced Corona, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

by _____
Patricia Rodriguez, Deputy

Attachment: Eleventh Modification of Contract C11-169 [Revision 1] (8551 : Approve 11th Modification to CFMG)

EXHIBIT C

Colusa County									
Proposed Staffing Matrix								*Effective July 1, 2022*	
TITLE	**Mon**	**Tues**	**Wed**	**Thur**	**Fri**	**Sat**	**Sun**	**Week**	**FTEs**
Days									
Medical Director/Physician	4							4	0.100
Charge RN/FNP	8	8	8	8	8			40	1.000
Clerical		4						4	0.100
Subtotal								***48***	***1.200***
Evenings									
LVN	8	8	8	8	8	8	8	56	1.400
Subtotal								***56***	***1.400***
TOTAL								***104***	***2.600***

Medical On-Call - 24/7
8-hour shifts begin between 6am and 8am

Attachment: Eleventh Modification of Contract C11-169 [Revision 1] (8551 : Approve 11th Modification to CFMG)

CFMG
California Forensic Medical Group
INCORPORATED

April 13, 2021

Neil Cotter, Lieutenant
Colusa County Sheriff's Office
Correctional Services Division
929 Bridge Street
Colusa, CA 95932

Re: Tenth Modification of Contract C11-169 for Inmate Medical Services

Greetings Lieutenant Cotter:

California Forensic Medical Group, Inc. ("CFMG") is proud to partner with Colusa County and we are excited to move into another year of delivering quality healthcare to your inmates.

Per Section 1.01 of the Contract C11-169 for Inmate Medical Services between County of Colusa and California Forensic Medical Group, Inc. (the "Agreement"), the current termination date of the agreement is June 30, 2021. CFMG would like to offer an additional one-year extension, beginning July 1, 2021 through June 30, 2022.

As set forth in Section 3.02, as amended in the Fifth Modification C17-114, the base price and per diem rate will be adjusted annually on the anniversary date of the agreement based on the percentage increase or decrease of the medical care component of the Consumer Price Index for Urban Wage Earners and Clerical Workers in the West Region, for the month of February. This index is currently 1.2% for February 2021.

Application of the 1.2% increase revises the annual amount for professional health care services rendered at the Colusa County Adult Detention Facility for the period of July 1, 2021 through June 30, 2022 from **$582,036.55** to **$589,020.99**. The per diem will increase from **$2.16** to **$2.19**.

As such, Section 1.01 of the Agreement shall be amended and replaced in its entirety as follows:

> **Section 1.01.** The effective date of this agreement is July 1, 2011. Contractor will supply the total services described herein for the entire period of this contract through June 30, 2022. Thereafter, the agreement may be extended annually upon written agreement of the parties hereto.

Section 3.01 shall be amended and replaced in its entirety as follows:

> **Section 3.01.** In consideration for the services to be performed by Contractor, County agrees to pay Contractor the sum of $589,020.99 for services to the inmate population for the period of July 1, 2021 to June 30, 2022 in twelve equal installments on or before the tenth day of each month.

Section 3.03 shall be amended and replaced in its entirety as follows:

> **Section 3.03.** County shall make an adjustment to the flat rate, if the average daily inmate population exceeds 75 on a quarterly average. The amount of the adjustment shall be $2.19 per day. The payment for any such adjustments will be made on a quarterly basis. Contractor shall rebate $2.19 to the County per inmate for a quarterly average inmate population of less than 55 with a maximum adjustment of 10 inmates per quarter.

1283 Murfreesboro Road, Suite 500
Nashville, TN 37217

Attachment: C21-074 CA Forensic Medical Group (CMFG) aka Wellpath - 10th Modification (8551 : Approve 11th Modification to CFMG)

CFMG
California Forensic Medical Group
INCORPORATED

Please sign this Amendment in the space provided and email a signed copy to Andrea Knox, Retention Specialist, at ***akknox@wellpath.us***. In accordance with Section 3.05, this letter shall serve as the Tenth amendment to the Agreement and shall be effective upon the signature of both parties. All other terms of the current Agreement shall remain in full force and effect.

Please do not hesitate to contact David Garzoli, Regional Director of Operations for Colusa County, at 707-349-9263 with any questions or concerns you may have.

We look forward to continued success working together.

Sincerely,

Cindy P. Watson X Cindy P. Watson

Cindy Watson, Chief Operating Officer
California Forensic Medical Group, Inc.

COUNTY OF COLUSA

By: _____
Name: Gary J. Evans
Title: Chairman, Board of Supervisors
Date:

ATTEST Wendy G. Tyler, Clerk to the Board of Supervisors
By: _____
Name: Melissa Kitts
Title: Deputy Clerk
Date:

APPROVED AS TO FORM:

By: _____
Name: Margaret Long
Title: Interim County Counsel
Date:

Attachment: C21-074 CA Forensic Medical Group (CMFG) aka Wellpath - 10th Modification (8551 : Approve 11th Modification to CFMG)

(CMFG) aka Wellpath

Sharief

CONTRACT FOR MEDICAL SERVICES FOR INMATES OF COLUSA COUNTY ADULT DETENTION FACILITY

THIS CONTRACT is made this 1st day of July, 2011, between CALIFORNIA FORENSIC MEDICAL GROUP, INCORPORATED, independent contractor, having a principal place of business at Cannery Row Park Plaza, 300 Foam Street, Suite B, Monterey, California 93940, hereinafter referred to as "Contractor", and the COUNTY OF COLUSA, hereinafter referred to as "County".

RECITALS

1. The County of Colusa is required by law to provide health care services to inmates in the custody of the County Sheriff. County desires to engage the services of a qualified outside medical provider to provide these services.

2. Contractor desires to provide these services to inmates in the custody of the Colusa County Sheriff.

AGREEMENT

ARTICLE I.
TERM OF CONTRACT

Section 1.01. The effective date of this agreement is July 1, 2011. Contractor will supply the total services described herein for the entire period of this contract through June 30, 2014. Thereafter, the agreement may be extended annually upon written agreement of the parties hereto.

ARTICLE II.
SERVICES TO BE PERFORMED BY CONTRACTOR

Section 2.01. No relationship of employer and employee is created by this Contract; it being understood that Contractor is an independent contractor, and none of the attending physicians, nursing personnel, administrative support personnel or other persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, shall have any claim under

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

be member, partner, employee, subcontractor, or otherwise, shall have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability unemployment insurance benefits, or employee benefits of any kind.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other terms of employment or requirement of law, shall be determined by Contractor, and County shall have no right or authority over such employment, except as provided in this Contract.

Contractor's Services

Section 2.02. Contractor agrees to perform the services and comply with all terms and conditions of the proposal submitted by Contractor (Exhibit "A"). Also included as part of this agreement is (Exhibit "B") Price Proposal and (Exhibit "C").Staffing pattern which are incorporated as part of this agreement.

Method of Performing Services

Section 2.03. Contractor will determine the method, details, and means of performing the above-described services within the parameters outlined within this contract including all exhibits and attachments. Contractor retains the right to make minor procedural changes that do not conflict with the intent of this agreement.

Employment of Assistants

Section 2.04. Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

Equipment and Facilities

Section 2.05.

(a) The County shall provide the space, housekeeping, furniture, fixtures, utilities, telephone (excluding toll calls), security, and other similar items necessary for the efficient operation of the health care delivery system. County agrees to provide only the medical equipment currently on premises. If said medical equipment requires replacement or repair Contractor shall replace or repair, at Contractor's

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

expense, said equipment with the same or comparable medical equipment and working order.

(b) Contractor shall provide all medically necessary equipment, small tools, instruments, and supplies, including but not limited to, medicines, drugs, dressings, instruments, gloves, and medical/dental personnel wearing apparel. Contractor shall provide for disposal of contaminated waste in accordance with California regulations.

(c) Contractor shall maintain all medical and office equipment regardless of ownership, that is used for the performance of this Contract.

Hours and Personnel

Section 2.06.

(a) Contractor shall maintain adequate health personnel to provide services required herein. Contractor shall maintain the staffing pattern, hours, and availability described in Exhibit "A" as the minimum staffing level. The hours and availability as set forth in Exhibit "A" may be modified by written mutual consent.

(b) Contractor's employees performing professional medical services shall be duly licensed in the State of California, except for medical residents and interns following a course of study, authorized for training by the Contractor. The employees shall practice medicine in accordance with accepted medical standards in the community.

(c) Contractor shall have a Medical Director who will be responsible to assure the quality of health care provided and who will also supervise the practice of nurse practitioners, registered nurses, or other ancillary personnel, should such personnel be utilized.

(d) Contractor shall hire and maintain a registered nurse who will be the on-site Program Administrator and will be designated as the liaison person between Contractor and County. The Program Administrator shall be responsible for the investigation of all complaints that relate to Contractor's operations. These investigations shall be summarized in writing and will include Contractor's findings, position and corrective plan, as applicable.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

(e) Copies of licenses and/or records of certification for all medical personnel are to be furnished to the Medical Director who must at all times have them available for examination. Copies of these shall be maintained on-site in the medical unit.

(f) Contractor shall be responsible for time and attendance accountability.

(g) County's Sheriff reserves the right to perform background or security checks of Contractor's employees as a condition of granting them access to the County detention facilities. The Sheriff has the sole discretion to determine security acceptability of all Contractor personnel at any time during the contract period, and personnel found to be unacceptable security risk shall not be given access to facilities. No new employee shall be brought to a facility without the prior approval of the Sheriff.

(h) The Contractor shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap, or national origin or other prohibited basis.

(i) Contractor will be responsible for medical costs for only those inmates and detainees who have been medically cleared, booked, and physically placed in the facilities. Contractor will not be responsible for pre-booking medical costs or medical costs for inmates booked outside of the facilities.

Records and Reports

Section 2.07.

(a) Existing medical records and medical records prepared by the Contractor shall be the property of the County. Contractor shall be the custodian of said medical records and adhere to confidentiality of records as per Exhibit "A". During the term of this agreement, the County of Colusa shall have access to inmate medical records. Such access to be provided as needed to the County Counsel or to any person designated in writing by the County Counsel.

(b) Contractor shall have access to these records after the termination of this contract for the purpose of preparing for litigation or anticipated litigation in connection with services provided under this agreement. Medical records, as stated in this section, shall also include psychiatric or mental health records.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

Administrative Requirements

Section 2.08.

(a) Contractor shall design, prepare, and implement all policies, procedures, and protocols necessary to perform all required services under this agreement.

(b) Contractor shall comply with all County departmental procedures as applicable to detention facilities and as determined by County. This shall include, but not necessarily be limited to, such items as inmate security, health policies set by the Health Officer, and mental health policies relating to the transfer of inmates.

(c) Contractor shall ensure that the health care status, both physical and mental, of committed persons admitted to outside facilities, is reviewed to ensure that the duration and cost of this stay is no longer or more intensive than medically necessary.

(d) Contractor shall ensure that its staff document all health care encounters in the inmate's medical record, legibly, in a problem oriented format, including diagnosis and treatment plan.

(e) Contractor shall cooperate with County in any effort to receive funding from outside funding sources, including but not limited to, the implementation of the inmate co-pay program.

(f) Contractor shall make all referral arrangements for treatment of covered individuals whose problem(s) extend beyond the scope of services provided on-site.

(g) Contractor's responsibility for medical/surgical inpatient care in outside facilities shall be limited to Fifteen Thousand Dollars ($15,000) per medical surgical inpatient episode. Contractor will not be responsible for psychiatric hospitalizations.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

(h) Contractor shall supply appropriate medical personnel to attend any court proceeding as requested by County, involving any inmate person whose medical history, condition, problem or status is at issue.

(i) Contractor shall cooperate fully in aiding County to investigate, adjust, settle or defend any claim, action, or proceeding brought in connection with the operation of the County facilities health programs with which contractor may be connected.

(j) Contractor shall secure and maintain continuously, all necessary licenses and certifications necessary for performance under this agreement.

ARTICLE III.
COMPENSATION

Flat Rate

Section 3.01. In consideration for the services to be performed by Contractor, County agrees to pay Contractor the sum of $394,140 for services to the inmate population for the period of July 1, 2011 to June 30, 2012 in twelve equal installments on or before the tenth day of each month.

Annual Price Adjustments

Section 3.02. The base price of in section 3.01 and the per diem rate in section 3.03 will be adjusted annually on the anniversary date of the agreement based on the following percentage:

The percentage increase or decrease which shall be defined of the Urban Wage Earnrs and Clerical Workers Medical Care Index for San Francisdco/Oakland/San Jose Region for the period of February to February of each year.

Population Adjustment/Rebate

Section 3.03. County shall make an adjustment to the flat rate, if the average daily inmate population exceeds 75 on a quarterly average. The amount of the adjustment shall be $1.81 per day. The payment for any such adjustments will be made on a quarterly basis. Contractor shall rebate $1.81 to the County per inmate for a quarterly average inmate population of less than 55 with a maximum adjustment of 10 inmates per quarter.

Third Party Payments

Section 3.04.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

(a) With respect to inmates who are provided off-site medical services and who have medical insurance, Contractor will notify the provider of the off-site medical services that inmate medical insurance is available.

(b) Contractor will assist the County in identifying inmates who are required to participate in co-pay for on-site services.

Adjustment to Price

Section 3.05. Changes in contractual provisions or services to be furnished under the contract may be only in writing and must be approved by the Colusa County Board of Supervisors and Contractor. Should a decision be made to increase or decrease the scope of the contract, the County and the Contractor will mutually agree to an adjusted contract price. Any adjustment to price shall become an amendment to this Agreement.

Section 3.06. Any modification in Exhibit "A" which does not affect cost must be requested in writing and approved by the Sheriff.

ARTICLE IV.
COMPLIANCE WITH MINIMUM JAIL STANDARDS

Section 4.01. Contractor will comply with all applicable laws regulating to medical services in local detention facilities in the State of California.

ARTICLE V.
RESEARCH

Section 5.01. No research projects involving inmates or detainees, other than projects limited to the use of information from records compiled in the ordinary delivery of patient care activities, shall be conducted without the prior written consent of the Sheriff, or his designee. The conditions under which research shall be conducted shall be agreed to by the Contractor and the Sheriff, or his designee and shall be governed by written guidelines. In every case, the written informed consent of each inmate or detainee who is a subject of a research project shall be obtained prior to the inmate's participation as a subject.

ARTICLE VI.
INDEMNIFICATION

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

Section 6.01. Contractor agrees to indemnify, defend and save harmless, County, its agents, officers, and employees from and against all liability, expense, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with Contractor's operations or its services hereunder, including any workers' compensation suits, liability or expense, arising from or connected with services performed by Contractor or its agents and employees pursuant to this agreement.

County agrees to indemnify, defend and save harmless, Contractor, its agents, officers and employees from and against all liability, expense, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury or property damage arising from or connected with County's operations or its services hereunder, including any compensation suits, liability or expense, arising from or connected with services performed by County or its agents and employees pursuant to this agreement.

ARTICLE VII.
INSURANCE

Section 7.01. The Contractor shall be responsible for maintaining, during the life of the contract, insurance that complies with the following minimum requirements.

1. Workers' Compensation and Employer's liability: Worker's Compensation limits in accordance with Section 3700 of the Labor Code of the State of California and Employer's liability limits of $1,000,000 per accident.

2. Comprehensive General Liability: $1,000,000 limit per single occurrence with $2,000,000 aggregate limit annually for bodily injury, personal injury and property damage.

3. Automobile Liability: $1,000,000 limit per single occurrence with $2,000,000 aggregate limit annually for bodily injury and property damage.

4. Professional Liability: Professional Liability insurance covering all medical professional staff $2,000,000 limited per occurrence and $5,000,000 in aggregate annually.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

The Contractor's insurance must act as primary coverage, not excess or contributing coverage, with regard to the subject contract.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
Each insurance policy required by this Contract 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 request, has been given to the County of Colusa.

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

(a) The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the County, its officers, officials, employees, or volunteers.

(b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

Verification of Coverage

Contractor shall furnish the County of Colusa with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

ARTICLE VIII.
METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENT

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

Section 8.01. All notices, bills and payments shall be made in writing and may be given by personal deliver, or by mail. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY:	Colusa County Sheriff's Department 927 Bridge Street Colusa, CA 95932
CONTRACTOR:	California Forensic Medical Group, Inc. 300 Foam Street, Suite B Monterey, CA 93940

and, when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

Section 8.02. All notices and other correspondence shall be mailed to the Sheriff. These County officials may elect a designee to act on their behalf, but absent a written designation, such notices and correspondence shall be mailed to:

Colusa County Sheriff's Department
927 Bridge Street
Colusa, CA 95932

ARTICLE IX.
MERGER

Section 9.01. This writing is intended both as the final expression of the Contract between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Contract, pursuant to California Code of Civil Procedure, Section 1856. No modification of this Contract shall be effective unless and until such modification is evidenced by a writing signed by both parties.

ARTICLE X.
TERMINATION

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

Section 10.01. The County may terminate the Contract resulting from this request at any time the Contractor is in default. The County shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, Contractor fails to remedy the conditions contained in the notice within 5 days, the County shall issue the Contractor an order to stop work immediately and to vacate the premises. Either party may terminate the Contract without cause upon giving 120 days written notice.

ARTICLE XI.
FAILURE TO PERFORM

Section 11.01. The services rendered under this Contract will be critical to the mandated responsibilities of the Sheriff. Therefore, the Contractor will reimburse the County all expenses incurred by the County in providing services which are the Contractor's responsibility.

ARTICLE XII.
NO WAVER OF BREACH

Section 12.01. The waiver by County of any breach of any term or promise contained in this Contract shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Contract.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

COUNTY OF COLUSA

By: _____
Chairman of the Board of Supervisors

Dated: 4/26/11, 2011.

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

By: _____

Dan Hustead
Print or type name

Dated: 7-18-11, 2011.

ATTEST:

By: _____
County Clerk and Clerk of the Board of Supervisors

APPROVED AS TO FORM:

By: _____
County Counsel

By: _____
Sheriff

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)



Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

ON-SITE SERVICES AND OFF-SITE SERVICES

A

RECEIVING SCREENING

Medical Screening will be performed by trained correctional staff on all inmates, including transferees, immediately upon arrival at the Colusa County Correctional Facility. Screening shall include:

- ~ Visual observation and inquiry for medical and mental health problems and developmental disabilities
- ~ Inquiry regarding current illnesses or medications, communicable diseases, drug or alcohol abuse, seizure disorders, suicidal ideation, gynecological problems, possibility of current pregnancy, recent history of childbirth, miscarriage or abortion

Observation of:

- ~ Behavior - consciousness, mental status, appearance, conduct, tremors and sweating
- ~ Body deformities and ease of movement. Presence of medical prosthesis
- ~ Condition of skin - trauma markings, bruises, lesions, jaundice, rashes and infestations, needle marks or other indications of drug use
- ~ Slowness of speech or lack of comprehension of questions suggestive of developmental disabilities

Disposition:

- ~ Referral to appropriate health care staff, for follow-up and treatment.
- ~ Emergency room for evaluation and treatment for those conditions that are beyond the capability of on-site health services staff
- ~ Recommendations for housing (ie, general population, isolation, or special observation)

All findings will be recorded on the Intake Health Screening form. The individual conducting the screening will document all answers noting; Yes, No, Refuses to Answer, or Unable to Answer, to all questions on the form. A copy of the Intake Health Screening form will be included in the inmate's medical record.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

B DAILY TRIAGING OF COMPLAINTS

Inmates written health complaints and requests will be collected and triaged five days per week by qualified health services staff. Urgent requests will be seen by the on-site medical provider or nursing staff. During the times that medical staff are not on-site, correctional staff will solicit sick call requests and determine, based on the nature of the complaint and pre-determined written guidelines, whether the on-call health care staff is contacted, or the inmate is sent to emergency room, or scheduled for next sick call. Emergency requests will be seen immediately and transported as required. All sick call requests will have the following notations; date and time reviewed, signature of the health services staff, and disposition. (ie, scheduled for sick call, referred to mental health provider, transferred to off-site treatment facility.) All sick call requests will be filed in the inmates medical record.

The medical director will oversee the triage system utilized in the Colusa County Correctional Facility. CFMG has specific triage guidelines to assist nursing staff in responding to a variety of medical complaints. (ie, dental pain, alcohol withdrawal, pregnancy, diabetes, seizures.) To assure that staff are adequately trained to perform these tasks, CFMG provides a comprehensive orientation program. All nurses will be required to attend a regional certified physical assessment course designed for correctional nurses. These regional programs are sponsored by CFMG.

C HEALTH INVENTORY AND COMMUNICABLE DISEASE SCREENING

A complete gender specific health inventory and communicable disease screening will be completed on all inmates within 14 days of arrival at the facility. Communicable disease screening shall include at a minimum, screening for tuberculosis and other diseases in accordance to the findings of the health inventory. The completed history form and the intake health screening form will be reviewed with the inmate by a qualified health services professional.

Positive findings shall be recorded on the problem list. A follow-up plan of action will be developed and documented in the health record. Positive findings and conditions requiring further evaluation and/or treatment will be referred to the appropriate medical provider.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

D HEALTH CARE MAINTENANCE

A complete physical examination will be performed on all inmates by qualified health care personnel within six months from the date of incarceration.

E SICK CALL

Routine sick call will be conducted by a physician and/or qualified health care personnel (physician assistant/family nurse practitioner or RN operating under Standardized Procedures) at the Colusa County Correctional Facility five days a week (Monday - Friday). Health services staff will make every effort to conduct sick call in housing areas to minimize inmate movement.

Procedures for inmate access to medical care will be posted in booking areas in English and Spanish. These notices will also be posted in all inmate housing areas. In addition, verbal advisement of the sick call procedure will be given at the time of booking.

All sick call encounters will be documented in the inmate medical records to include date and time seen, assessment of the medical provider utilizing the SOAP format, treatment plan, advisement for follow-up, and signature of the treating provider.

F MEDICAL/SURGICAL INPATIENT CARE, EMERGENCY ROOM OR INMATES REQUIRING ACUTE HOSPITAL SERVICES

Inmates requiring acute hospital services such as critical and intensive care/monitoring and general surgery will be referred to Colusa Regional Medical Center. CFMG will assume all health related costs, subject to $15,000 per episode catastrophic limit, for inmates (excluding security) from the time of booking, medical clearance, and physical placement of an inmate into the jail facility. Escapees and inmates transferred to other custodial jurisdictions will not be CFMG's responsibility. No referrals will be made to any facility without the approval of the physician or on-call medical personnel (with the exception of life-threatening emergencies). The medical director will be responsible for liaison with hospital medical staff to transfer inmates back to custody as soon as it is medically feasible. All hospitals will be reimbursed based upon P.C. 4011.10 rates.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

G SPECIALTY SERVICES

Procedures and Overview:

CFMG will utilize specialists as medically indicated when such services cannot be provided on-site. Based on our experience, qualified and diligent medical staff on-site can significantly reduce the number of referrals to specialty clinics. The most utilized specialty clinics are obstetrics and orthopedic. All referrals to specialists and off site clinics will be approved by the medical director.

H EMERGENCY SERVICES

All health services staff shall be familiar with the common medical emergencies that may occur in the Colusa County Correctional Facility, and know the appropriate first aid procedures necessary to treat them. In addition, the names, addresses and telephone numbers of on-call medical personnel, ambulance company and local hospitals will be readily available. If a medical emergency is reported, the on-site health services staff will respond immediately with the appropriate equipment to assess the patient's condition and determine the course of treatment. If, in the opinion of health service staff, the patient requires treatment that is beyond on-site capabilities, he/she will notify the watch commander to request and specify mode of transportation (ie, ambulance or patrol car). Colusa Regional Medical Center will be utilized.

Medical professional staff will be on-call, 24 hours per day, seven days per week, to respond to medical and custody staff for routine or emergency situations as they arise.

I ANCILLARY SERVICES

CFMG will provide laboratory, x-ray and other required ancillary services. Laboratory services are currently provided through a statewide contract laboratory. All specimens will be collected and handled by on-site health services staff in accordance with accepted laboratory standards and transported to the laboratory for processing.

Grossly abnormal test results will be communicated to the health services staff immediately. All other results will be forwarded to the health services staff on a daily basis or as soon as possible.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

Routine x-ray services will be provided on-site through a contract with a national x-ray company and EKG machines will be available on-site. Specialized studies such as MRI, CAT scans, EEG and ultrasound will be provided through Colusa Regional Medical Center. For both specialty and ancillary off-site services, the RN will coordinate with the facility commander or designee to ensure efficient scheduling. Every attempt will be made to ensure that transportation and security costs are kept to a minimum.

J DENTAL CARE

Dental screening will be performed as part of the routine health assessment. Dental care will be provided to inmates under the direction of a licensed dentist. Treatment provided is based on the inmate's needs, length of stay and priorities listed below:

- ~ Relief of pain and treatment of acute infections. This would include hemorrhage, toothaches, broken, loose, or knocked out teeth, abscesses, and dry sockets after extractions.
- ~ Extraction of unsalvageable teeth.
- ~ Repair of injured or carious teeth.
- ~ Removal of irritation conditions that may lead to malignancies (if incarceration is prolonged).

Although treatment is not limited to simple extractions, elective restorative work that can reasonably be deferred without serious detriment to the patient should be considered the inmate's responsibility. Such work may, with custody's approval, be done during the period of incarceration at the inmate's expense. Otherwise, appropriate referral information should be supplied upon release. A record of dental treatment will be maintained in each patient's medical record. Inmate requiring emergency dental services will be transported to the Butte County Jail. Services will be provided by a CFMG dentist.

K MEDICAL RECORDS

The medical director and program manager will be responsible for the maintenance of individual health records. All medical records will be maintained in compliance with

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

California State regulations and consistent with community standards of practice. The "Problem Oriented Medical Record" format is utilized throughout our system.
The health record will contain the following information:

- ~ Identifying information (e.g. inmate name, alias, ID #, date of birth)
- ~ Completed Receiving Screening form
- ~ Medical Evaluation Report
- ~ All findings, diagnosis treatments and dispositions
- ~ Problem list
- ~ Medication Administration Record
- ~ Laboratory, x-ray and diagnostic studies
- ~ Signed Informed Consent
- ~ Refusal forms
- ~ Place, date and time of all health encounters
- ~ Dental consultations/treatments
- ~ Psychiatric evaluations and treatments
- ~ Hospital Discharge Summaries
- ~ Transfer forms
- ~ Individual treatment plans as required
- ~ Allergy alert

Maintenance of Records

All health services staff will be responsible for maintaining current, accurate, and legible medical records.

Medical records shall be maintained in secure locked storage cabinets within the medical section. Access to medical records shall be limited to licensed health services staff and medical records personnel.

All examinations, treatments and procedures are governed by informed consent in the language spoken by the inmate. Any competent inmate may refuse medical care. Consent and Refusal forms will be completed as necessary and enclosed in the medical record.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

The health authority or his/her designee will share information with the facility manager as necessary to deliver medical treatment and to preserve the health and safety of inmates and staff in accordance with state regulations.

The physician-patient confidentiality privilege will apply to all medical records. All requests for medical information will require written consent of the inmate or subpoena. Alcohol and drug abuse information is confidential under federal regulations and may only be disclosed by specific written consent of the inmate.

CFMG will utilize the standardized "Inter-Facility Transfer of Medical Information" form to provide for continuity of care for those inmates being transferred to another correctional institution.

Existing medical records and medical records prepared by CFMG shall be the property of Colusa County and maintained by CFMG throughout the course of the contract. CFMG will not destroy medical records.

L PHARMACEUTICALS AND MEDICAL SUPPLIES

The FNP/RN will be responsible for purchasing of all supplies through purchasing agreements developed by our corporate staff. We have established formularies for pharmaceuticals and medical supplies which will be utilized. Pharmaceuticals will need to be ordered on an individual prescription basis. Psychiatric pharmaceuticals will be ordered under a separate account and paid for by Colusa County.

To assure safe, accurate methods of administering medication, CFMG will adhere to all state and federal laws and regulations regarding prescribing, dispensing and administration.

ANB Pharmacy will perform annual reviews of our on-site storage, inventory, monitoring of controlled substances, and review of ordering practices.

Administration of Medication

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

Correctional staff will continue to administer medications as is currently the practice. Specific concerns unique to this setting, i.e., palming and cheeking of medication, hoarding medications for favors, or potential suicide attempts will also be discussed.

M CLINIC SPACE/EQUIPMENT

Adequate space, equipment, supplies, materials, and publications as determined by the health authority will be provided for the delivery of health care. CFMG will purchase all medical equipment and supplies required for Colusa County Facilities. As previously mentioned, CFMG has statewide contracts with pharmaceutical and supply vendors that service our sites. CFMG will safeguard all existing county owned equipment and replace as needed.

N MENTAL HEALTH SERVICES

Outpatient mental health services shall include screening, evaluation, diagnosis, treatment and referral services and will be available to all inmates in the Colusa County Jail. All mental health outpatient services shall be provided by qualified health services staff assigned through Colusa County Behavioral Health. Inmates requiring services beyond the on-site capability at the Colusa County Jail shall be referred to appropriate off-site providers as directed by mental health staff.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

All new inmates shall be observed and queried for signs or presence and history of mental illness, including suicidal behavior/ideations, and use of medication for psychiatric treatment as part of the intake health screening. Any inmate exhibiting or testifying to presence or history of mental illness will be seen initially by the RN who will make an assessment of the inmate's condition and refer to the mental health provider as required. CFMG health services staff will administer psychotropic medications as prescribed by the psychiatrist.

A Psychiatrist will be on-site once every other week at the Colusa County Jail. Colusa County will provide Mental Health On-call services 24 hours per day, 7 days per week. Inmates requiring special housing and/or observation for psychiatric reasons will be housed pursuant to consultation with the facility manager or watch commander and the responsible on-duty medical/mental health staff.

Crisis intervention and management of acute psychiatric episodes shall be handled initially by the R.N. In the event that the R.N. feels that an inmate meets criteria for Section 5150 of the W & I Code, they will follow county procedures for admission to the appropriate psychiatric inpatient setting. Inpatient psychiatric care will not be the financial responsibility of CFMG, Inc. Lab, pharmaceuticals, and diagnostic tests ordered by the psychiatrist will not be the financial responsibility of CFMG.

O DRUG AND ALCOHOL SERVICES

Inmates booked into the Colusa County Jail who are intoxicated shall be placed in detoxification cells and monitored by medical and custody staff in accordance with established written policies and procedures approved by the medical director and facility commander. Inmates will be evaluated on an individual basis by medical staff to determine the need for medically supported detoxification during incarceration.

The clinical management of chemically dependent inmates shall include diagnosis of chemical dependency by a physician or qualified health services staff. An individualized treatment plan will be developed and implemented, and a referral for community resources will be given upon release when appropriate.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

Inmates exhibiting signs of drug or alcohol withdrawal will be evaluated by health services staff. During the time health services staff are not on-site, and correctional staff suspect an inmate is experiencing withdrawal symptoms, they should transport the inmate to Colusa Regional Medical Center for medical clearance.

- Inmates identified by self or deputies as substance abusers shall be evaluated by health services staff to determine medical status.
- Evaluation, treatment, and referral shall be carried out in accordance with direct physician orders, or approved CFMG Protocols/Standardized Procedures.
- Opiate dependent pregnant inmates shall be evaluated by health services staff upon admission to the facility. Evaluation, treatment, and referral shall be in accordance with direct physician orders.
- Inmates who are unresponsive and/or whose condition is deemed by on-duty health services staff as unsuitable for housing in the jail shall be transported to Colusa Regional Medical Center for treatment.
- Inmates who have been treated for chemical dependency during their incarceration shall be counseled and referred to community resources upon release from the facility.

P MISCELLANEOUS SERVICES, OTHER TITLE 15, AND CMA REQUIREMENTS

Pregnant and Lactating Inmates

Comprehensive counseling and assistance are provided to pregnant inmates in keeping with their expressed desires in planning for their unborn children, whether desiring abortion, adoption service, or to keep the child.

All females shall be queried whether pregnant, recent delivery, miscarriage, or abortion as part of intake health screening completed upon admission to the facility. When pregnancy is determined, the patient will be scheduled for routine obstetric care with an off-site specialist. Prenatal and postnatal care shall be provided in accordance with the treatment plan established by off-site OB/GYN specialist. Opiate dependent pregnant inmates will be treated by direct orders of the responsible MD.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

Pregnant and lactating inmates will be given educational information and counseling regarding levels of activity, safety precautions and nutrition. Inmates desiring termination of pregnancy or adoption services shall be scheduled for counseling.

Medical Diets

Dietary services in the Colusa County Jail adhere to the standards outlined in Title 15, Section 1240-1249 of the California Administrative Code. The facility manager will arrange for an annual dietician review of the Dietary Manual.

In general, sufficient variety is offered so that individuals with specific dietary restrictions can meet their nutritional needs in an appropriate fashion. Simple instructions from the health services staff on how to properly select from the menu is offered. CFMG will coordinate for the provision of special diets with the County's food service coordinator.

Food Service Workers

Inmates assigned to work in food service areas shall receive a kitchen clearance examination prior to beginning work in the kitchen area. Included in this clearance will be TB screening. The food service director shall be responsible for monitoring the health and cleanliness of all inmate food handlers.

Communicable Disease

Communicable disease screening, continuing medical surveillance, case management and reporting are done pursuant to written procedures and guidelines. These procedures and guidelines are established and approved by the medical director, program manager, and the facility manager in accordance with state and local regulations and accepted community standards and practice. Universal precautions shall be practiced by all staff in the jail.

Inmates will be screened for communicable diseases during the Reviewing Screening process, Health Inventory & Communicable Disease Screening and sick call. Inmates identified as having or suspected of having a communicable disease will be treated in accordance to written standardized procedures, or by the direct order of the physician. TB testing will be performed as part of the Health Inventory & Communicable Disease Screening performed within 14 days of incarceration.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

CFMG will notify the Public Health Department of communicable diseases within the Colusa County Jail.

Treatment/Case Management

- Treatment and case management of inmates identified as having or suspected of having a communicable disease will be individualized in accordance with direct medical provider orders, written protocols, and standardized procedures and/or guidelines approved by the Medical Director.
- Infection Control Guidelines for Colusa County Jail.
- Exposure to Pathogenic Organism by CFMG staff
- Infection Control: Potential Exposure
- AIDS and Hepatitis B Isolation Guidelines

Reporting Custody - Health services staff will report incidence of communicable disease exposure to the officer in charge of the facility in accordance to CFMG "Communicable Disease Reporting Requirements" procedure.

Public Health Reporting - Health services staff shall report reportable communicable diseases to the Colusa County Public Health Department utilizing the *Confidential Morbidity Report Card*. Minimal information to be reported is: name, address, telephone number, occupation, diagnosis, sex, date of onset and diagnosis, and name and telephone number of the reporting physician. The inmate will be informed that the communicable disease will be reported to Colusa County Public Health and that he/she may be contacted for follow-up by a Colusa County Public Health Nurse.

Control and Treatment of Ectoparasites

Ectoparasitic infestation will be treated on an individual basis promptly and thoroughly to prevent the spread of communicable conditions within the facility. An inmate, complaining or suspected of being infested, will be examined by on duty health services staff. When lice or nits are found, the medical personnel will be responsible for overseeing the treatment.

Individuals suspected of having scabies will be isolated and placed on priority list for next sick call.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

Preventative Care/Inmate Education

Medical preventative maintenance, screening and education will be provided to inmates at the Colusa County Jail. Health education materials are provided to all inmates upon request.

In addition, individual patient education is provided on a regular ongoing basis during patient/staff encounters. Topics included, but not limited to are:

- ~ Sexually transmitted diseases
- ~ HIV/AIDS counseling
- ~ General health issues (alcohol, drug abuse education, prenatal care, diet and nutrition)
- ~ Tuberculosis

Inmates in Isolation/Administrative Isolation

To prevent depression, suicidal behavior and/or a digression of physical well being, inmates placed out of the general population in isolated cells for any reason shall be evaluated by health services staff three times per week to assess their physical and mental status. Evaluation will include notation of any bruises or self inflected injuries and comments on the inmate's general attitude and outlook. A notation will be placed in each inmate's chart after observation, to include date, time, findings, and name of evaluator.

Restraints

Inmates shall be placed in restraints by custody only with the approval of the facility manager or the watch commander.

Restraint devices shall only be used on inmates who display any of the following:

- ~ Bizarre behavior resulting in the destruction of cell furnishings;
- ~ Intent to harm themselves;
- ~ Intent to harm others; and/or,
- ~ Gravely disabled.

Continued retention shall be reviewed by the facility commander or watch commander at a minimum of every two hours.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

A medical opinion on placement and retention shall be secured as soon as possible but no later than 4 hours from the time of placement. Medical clearance for continued retention shall occur at least every six hours thereafter. A mental health consultation shall be secured within 8 hours.

Emergency First Aid/Staff and Visitors

CFMG will provide emergency first aid services to county staff and visitors within the confines of the Colusa County Jail. Health services staff will stabilize and arrange for transfer to an appropriate off-site facility.

First Aid Kits

First Aid Kits will be approved by the medical director or designee for content, location and inspection.

Continuity of Care

Patients will receive continuity of care from admission to discharge while in the Colusa County Jail, including referral to community care when indicated.

Health providers will obtain information regarding previous care when undertaking the care of a new patient. When the care of the patient is transferred, appropriate health information is shared with the providers in accordance with consent requirements.

A *Transfer of Medical Information* form will be completed and accompany inmates being transferred to another detention institution. Limited amounts of essential medications taken while in jail may be given to the inmate upon discharge by order of the physician.

Standardized Procedures

Standardized procedures have been developed through the collaborative efforts of nursing, medicine and administration. Nursing staff must be properly trained and approved by the responsible physician prior to utilizing standardized procedures. Only RN's will be authorized to operate under standardized procedures. These procedures will be reviewed at least once annually.

Direct Orders

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

Treatment by qualified health trained personnel other than a physician or dentist is performed pursuant to direct orders written and signed by personnel authorized by law to give such orders.

All orders shall be recorded in the medical record. Verbal orders shall be documented as such in the medical record and countersigned by the responsible physician.

Special Needs/Individual Treatment Plans

A written individualized treatment plan shall be developed by qualified health services staff for inmates requiring close medical supervision, including chronic and convalescent care to include directions to health services and other staff regarding their roles in the care and supervision of these inmates.

Treatment plans shall include housing, dietary, medication, observation and monitoring, and follow-up referral as appropriate.

The facility manager or his designee shall be included in the development of treatment plans which include custody (e.g. housing, observation, transportation).

Prosthesis

Medical prosthesis and eyeglasses are provided when the health of the inmate would otherwise be adversely affected as determined by the responsible physician. All medical prosthesis will be cleared by custody staff.

Access to Health Care Services

Information regarding access to health care services shall be communicated verbally and in writing to inmates upon their arrival at the Colusa County Jail. Provision shall be made to communicate this information to non-English speaking inmates. Verbal explanations of the sick call procedure shall be communicated to all detainees at the time of booking.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

CALIFORNIA FORENSIC MEDICAL GROUP, INC.

COST PROPOSAL FOR JAIL INMATE MEDICAL SERVICES TO THE COLUSA COUNTY ADULT FACILITY

8.2.2 Price Proposal Elements

CFMG has been the provider of medical services for Colusa County since 2000. Our price proposal for comprehensive services for the period of July 1, 2011 to June 30, 2012 is $394,140. The price proposal is based on the following assumptions:

1) Staffing pattern as presented in proposal.
2) Average inmate population of 65 inmates
3) Responsible for inmates after they are medically cleared, physically placed and booked into the adult facility.
4) Catastrophic limit of $15,000 per medical surgical inpatient episode.
5) Per Diem charge of 1.81 per inmate for an quarterly average inmate population in excess of 75. Per Diem rebate of $1.81 for quarterly average inmate population of less than 55 with a maximum adjustment of 10 inmates per quarter.
6) Monthly price and Per Diem adjustment on July 1 of each year based on the consumer price index percentage increase or decrease which shall be defined as the United States City Average for Urban Wage Earners and Clerical Workers Medical Care Index for the San Francisco/Oakland/San Jose Region for the period of February to February of each year.
7) No responsibility for off-site or on-site mental health costs.
8) No requirement to apply for or achieve IMQ accredidation.
9) Liability for HIV medications will be limited to $5,000 aggregate annually.
10) Provision of our current insurance program.

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

EXHIBIT "C"

COLUSA COUNTY STAFFING PATTERN

POSITION	S	M	T	W	T	F	S	HRS	FTE	FAC
Charge RN/FNP		8-4	8-4	8-4	8-4	8-4		40	1.0	Jail
Medical Director Physician	Once per week							2-4	.05-0.1	Jail
Medical On-Call	24 hours a day, seven days a week									Jail

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

Group

For: Inmate Health
Care Services

6-28-11

Sheriff/Jail

Attachment: C11-169 California Forensic Medical Group (8551 : Approve 11th Modification to CFMG)

COUNTY OF COLUSA, CA **2.6**

Request For County Board of Supervisors Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Probation**
FROM:	**Fanny Reynoso**
SUBJECT:	**First Amendment to the Amended and Restated Joint Exercise of Powers Agreement by and among Yuba, Sutter and Colusa County.**

Approve 1st Amendment to the Amended and Restated Joint Exercise of Powers Agreement by and among **Yuba, Sutter and Colusa Counties,** for the operations of the Tri-Counties Juvenile Facility.

Detailed Description/Background of request

On March 1, 2019 Yuba, Sutter and Colusa Counties adopted the Amended and Restated Joint Exercise of Powers Agreement (JPA) for the establishment and operation of the facilities, which serves as the sole controlling Agreement governing the rights and obligations of the Counties as it relates to the Bi-County Facility and the Tri-County Facility.

Recently a meeting was held between the County Administrators and Probation Chiefs of the three counties to discuss billing of operational expenses. Historically these expenses were divided into three categories "fixed", "flexible" and "medical". Fixed costs were allocated on a percentage basis to each county with Yuba and Sutter each paying 44% and Colusa paying 12%. Flexible costs were calculated based upon pro-rata share of bed days used by each County. Medical costs were charged to the county which had placed the detainee in the facility. When comparing data over a number of years, we were able to ascertain that had the "flexible" costs been billed at a flat percentage basis (as the fixed costs were) there was negligible difference in the amounts paid by each jurisdiction. In fact, in Colusa's case, it resulted in a cost savings. Therefore, it was determined that eliminating the "flexible" portion and billing all costs except medical on a fixed percentage basis was advantageous, both fiscally as well as making billing a more streamlined, efficient process.

Further, a review of occupancy data took place and it was agreed that the percentages would be changed to reflect fixed costs to be allocated 48% to Yuba County, 40% to Sutter County and 12% to Colusa County.

The amendment also solidifies the terms for establishment of and terms of use for a contingency fund for hall operations. Historically, if there was a need in the hall that had not been budgeted for Yuba County bore the initial expenditure, and then the

appropriate shares were recouped from Sutter and Colusa counties.

As a requirement of the grant funding all amendments of this JPA agreement must also be approved by the State Public Works Board.

This amendment reflects those changes, and has been approved by the Yuba and Sutter counties Board of Supervisors.

Prior Board Action

On May 6, 2014 the Joint Exercise of Powers Agreement (JPA) was signed by Yuba, Sutter and Colusa Counties for the establishment and operation of the Tri-County Regional Juvenile Rehabilitation Facility. On May 1, 2019 an Amended and Restated JPA was signed for the establishment and operation of the Bi-County and Tri-County Regional Juvenile Rehabilitation Facility.

Fiscal Impact/Funding Source

The fiscal impact as a result of this amendment results in negligible changes in our costs. All costs for the operation of the facility are included in the proposed 22-23 budget.

Action for the Clerk

BOS to sign 3 original JPA's and return to Rachel Kitchens, Administrative Services Officer at Tri-County Juvenile Rehabilitation Facility, 1023 14th Street, Marysville, CA 95901.

ATTACHMENTS:

- First Amendment to the Amended and Restated JPA(PDF)

FIRST AMENDMENT
TO THE
AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT

By and among

THE COUNTY OF YUBA,

and

THE COUNTY OF SUTTER,

and

THE COUNTY OF COLUSA

Dated as of June 14th **, 2022**

(FOR THE ESTABLISHMENT OF BI-COUNTY AND TRI-COUNTY REGIONAL JUVENILE REHABILITATION FACILITIES)

PREAMBLE

On March 1, 2019 Yuba, Sutter and Colusa as parties ("Parties") adopted the Amended and Restated Joint Exercise of Powers Agreement ("JPA") for the establishment and operation of the facilities, which serves as the sole controlling Agreement governing the rights and obligations of the Counties as it relates to the Bi-County Facility and the Tri-County Facility, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference by and between the Parties. The Parties hereby amend the Amended and Restated JPA as follows:

A. Section 7e. Operational Expenses is deleted in its entirety and replaced with the following, effective with the recommended budget for fiscal year 2022-2023.

e. **Operational Expenses**: It is the intention of the parties that, in the operation of the Bi-County and Tri-County Facilities, all expenses are to be shared between the parties in a fair and equitable manner. All expenses shall be divided between those costs that are fixed and those that are medical. Yuba County shall issue a monthly report detailing both Fixed and Medical Costs in support of the allocation to each of the member counties.

i. Fixed Costs: Fixed costs are those expenses directly attributable to the operation of the Facilities. Fixed Costs shall be allocated to the three Counties as follows: Yuba County 48%, Sutter County 40%, Colusa County 12%, and each county shall be billed on a monthly basis.

1. Dedicated Facility Staff: Staffing costs shall include all personnel-related administrative costs including, but not limited to, sick time, vacation time, benefit costs, CalPERS, group insurance, workers' compensation, unemployment insurance, management life, and any other personnel-related expense.
2. The Fixed Cost Model shall be reviewed every five (5) years,

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

with the first review scheduled to occur in 2025 for consideration by the Oversight Committee at the April 2025 meeting. Any approved adjustment to the Fixed Cost Model shall go in to effect with the approval of the recommended budget for the fiscal year 2026-2027.

ii. Medical Costs: Medical expenses attributable to an individual youth, which are separate from services provided through the contracted medical provider, shall be charged to the individual county that placed the detainee in the facility. Said charges shall be invoiced on a monthly basis. Medical costs are inclusive of general medical needs, behavioral (mental) health, and other health related expenses required to care for youth in custody.

1. Requests for medical care shall be provided through: 1) the contracted medical provider; 2) a private provider; or, 3) as otherwise deemed necessary by the facility staff.
2. In addition to the current behavioral health care provided by the contracted medical provider, Sutter-Yuba Behavioral Health Services will provide on the FTE Mental Health Therapist for the Juvenile Hall and one FTE Mental Health Therapist for Camp Singer, in accordance with the current MOU. These allocations are subject to change in the MOU and/or upon action by the Oversight Committee.

iii. Contingency Fund: Costs estimated for operations of the Facility are compiled annually based, in part, on prior year historical budgeted allocations and actual expenditure amounts. Considering the high degree of volatility year over year in juvenile populations at the Facility, a Contingency Fund Policy shall be established.

1. Policy: To promote financial stability and long-term planning; to direct the Counties in the development and management of the Tri-County Juvenile Rehabilitation Facility Budget; and to provide a context to guide the Oversight Committee during the budget process and throughout the fiscal year.
   a. The balance of the Contingency Fund shall be accumulated over time until 5% of the annual operating budget reserve level is achieved.
   b. The Oversight Committee shall review and approve, by unanimous vote, the recommended annual schedule of contribution to the Contingency Fund as prepared by the Facility Superintendent.
   c. The recommended schedule of annual contributions to the Contingency Fund, unless modified by recommendation of the Facility Superintendent and approved, by unanimous vote, of the Oversight Committee, shall be the percentage of the annual budget specified, until 5% of the annual operating budget is reached:

2018/19	1%
2019/20	2%
2020/21	3%
2021/22	4%
2022/23	5%

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

Each County's contribution to the Contingency Fund shall be calculated in the same percentage as the contribution to Fixed Costs set forth in Section 7(e)(i).

d. Once the Contingency Fund reaches 5% of the annual operating budget, committee members will revisit the contributions.
e. The Contingency Fund balance shall not fall below the 5% baseline unless approved, by unanimous vote, of the Oversight Committee.
f. Monies removed from the Contingency Fund must meet the following criteria:
g. Expenditures from the fund can only be utilized for emergency repairs, new equipment purchases, buildings and grounds improvements and matching funds for projects of the Facility. Utilization of funds for ongoing Operational Expenses per Section 7(e) is not allowed.
    i. Requests for expenditure of funds by the Facility must be submitted for consideration and approval to the Oversight Committee at a regularly scheduled or emergency session of said committee.
    ii. Requests must be provided in writing at least two weeks prior to meeting and shall include clear and concise information relative to costs and date of completion for repairs, purchases, improvements and project match funds.
    iii. All requests for expenditures from the Contingency Fund must be approved, by unanimous vote, of the Oversight Committee.
    iv. Compound interest in the Contingency Fund shall rollover in the fund.
    v. The status of the Contingency Fund will be reported annually to the Oversight Committee.

B. References to the 44/44/12 ratio in Section 7b. Bed Allocation; 7c. Programs; and Section 11 Liability is deleted and will follow the established fixed cost ratio per Section 7e. i. Fixed Costs.

C. Section 13. Amendments is deleted in its entirety and replaced with the following, effective with the recommended budget for fiscal year 2022-2023:

13. Amendments: This Agreement may be modified or amended only by a written document executed and approved by each party's Board of Supervisors, and after receiving notification of consent by the State Public Works Board.

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

Section 18 is hereby added:

D. Notices. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "Yuba County":
Probation Department
County of Yuba
Attn: Chief Probation Officer
215 5th Street, Suite 154
Marysville, CA 95901

With a copy to:
County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "Sutter County":
Probation Department
County of Sutter
Attn: Chief Probation Officer
595 Boyd Street
Yuba City, CA 95991

With a copy to:
County Counsel
County of Sutter
1160 Civic Center Blvd. C
Yuba City, CA 95993

If to "Colusa County"
Probation Department
County of Colusa
Attn: Chief Probation Officer
532 Oak Street
Colusa, CA 95932

With a copy to:
County Counsel
County of Colusa
1213 Market Street
Colusa, CA 95932

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

E. All other terms and conditions of the Agreement shall remain in full force. This Amendment may be executed in any number of counterparts.

COUNTY OF YUBA

Randy Fletcher, Board Chair

APPROVED AS TO FORM

, County Counsel

ATTEST: Rachel Ferris, Clerk of the Board of Supervisors

By _____
Angela Dayberry ,DeputyClerk

COUNTY OF SUTTER

Karm Bains, Board Vice Chair

APPROVED AS TO FORM

, County Counsel

ATTEST: Donna M. Johnston, Clerk of the Board of Supervisors

By _____
Gina Graham ,Deputy

COUNTY OF COLUSA

Jose Merced Corona, Board Chair

APPROVED AS TO FORM

, County Counsel

ATTEST: Ann Nordyke, Clerk of the Board of Supervisors

By _____
, Deputy

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

EXHIBIT 1

2019-002555
03/05/2019 09:58 AM Page 1 of 54
Total Fee: $0.00
Recorded in Official Records
County of Yuba State of CA
Terry A. Hansen
County Clerk and Recorder

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
STRADLING YOCCA CARLSON & RAUTH)
44 Montgomery Street, Suite 4200)
San Francisco, California 94104)
Attention: Sean B. Absher, Esq.)

54

[Space above for Recorder's use]

The Original Joint Exercise of Powers Agreement was not previously recorded in Yuba County, California.

No Fee to Record
G.C. 6103

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

by and among the

THE COUNTY OF YUBA,

and

THE COUNTY OF SUTTER,

and

THE COUNTY OF COLUSA

Dated as of March 1, 2019

(FOR THE ESTABLISHMENT OF BI-COUNTY AND TRI-COUNTY REGIONAL JUVENILE REHABILITATION FACILITIES)

(YUBA COUNTY)

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF THE BI-COUNTY AND TRI-COUNTY REGIONAL JUVENILE REHABILITATION FACILITY

This agreement entered into on the 1 th day of March 2019, by and between the County of Yuba ("Yuba"), the County of Sutter ("Sutter"), and the County of Colusa ("Colusa"), each being a political subdivision of the State of California.

Preamble

1. WHEREAS, on September 23, 1975, pursuant to Sections 850 et. seq., of the California Welfare and Institutions Code, the Counties of Yuba and Sutter entered into a Joint Powers Agreement for the Establishment and Operation of a Bi-County Juvenile Hall facility located at 1023 14th Street, Marysville, California, and that agreement was amended on July 1, 1978, February 28, 1984, and August 17, 1987;
2. WHEREAS, the Counties of Yuba, Sutter, and Colusa entered into a joint powers agreement on May 6, 2014, for the establishment of a Tri-County Regional Juvenile Rehabilitation Facility that incorporated the 1975 Bi-County agreement and its three amendments. The joint powers agreement has not been terminated and remains in full force and effect subject to two amendments which occurred on December 15, 2015, and August 28, 2018 (Tri-County Joint Powers Agreement"). (A copy of the September 23, 1975, agreement and its three amendments, and the May 6, 2014 agreement and its two amendments are attached hereto as Attachment 1 and incorporated herein by this reference);
3. WHEREAS, the Counties of Yuba and Sutter each possess an undivided forty-percent (40%) ownership interest, and the County of Colusa possesses an undivided twenty-percent (20%) ownership interest in the real property and improvements known as the **Bi-County Regional Juvenile Rehabilitation Facility** or **Bi-County Facility**, located at 1023 14th Street, Marysville, California, and which is separate and distinct from the proposed Project to construct a Tri-County Facility;
4. WHEREAS, the County of Colusa has been awarded $5,655,740 in conditional SB 81 Local Youthful Offender Rehabilitation Facilities Construction Funds by the Board of State and Community Corrections ("BSCC") which, pursuant to Senate Bill N. 365, Chapter 627, SEC.3, WIC 1978, may be redirected to another county if the BSCC determines that such redirection will result in cost savings, regional efficiencies, improved outcomes, and enhanced services for minors;
5. WHEREAS, the Counties of Yuba, Sutter, and Colusa believe that it would be in their respective best interests to utilize the conditional SB 81 funds to establish a **Tri-County Regional Juvenile Rehabilitation Facility**, or **Tri-County Facility**, located at 938 14th Street, Marysville, California, ("Property") (further described in **Exhibit A** to this Agreement) which would provide services to Yuba, Sutter and Colusa Counties;
6. WHEREAS, on October 29, 2013, the Counties of Yuba, Sutter and Colusa made a joint request of the BSCC seeking permission to redirect the conditional SB 81 Local Youthful Offender Rehabilitation Facilities Construction Funds to establish a Tri-County Regional

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

Juvenile Rehabilitation Facility and that request was approved by the BSCC at its meeting on November 14, 2013;

7. WHEREAS, in consideration of the permission granted by the BSCC, the Counties of Yuba, Sutter, and Colusa believe that it is in their respective best interests to modify the existing Joint Powers Agreement to include provisions governing the construction of a Tri-County Facility utilizing SB-81 funds, and the operation, and management of a Tri-County Facility;
8. WHEREAS, each of the three entities are authorized to enter into such an agreement, in the manner contemplated herein, pursuant to section 870 of the California Welfare and Institutions Code and section 6502 of the California Government Code;
9. WHEREAS, the Counties of Yuba, Sutter, and Colusa believe that it would be in their respective best interests to amend and restate the Tri-County Joint Powers Agreement governing the rights and obligations of the Counties in relation to both the Bi-County and Tri-County Facilities so that all amendments and modifications to the existing Joint Powers Agreement are incorporated and reconciled within this **Amended and Restated Joint Exercise of Powers Agreement for the Establishment and Operation of the Bi-County and Tri-County Regional Juvenile Rehabilitation Facilities** (**"Agreement"**) and that this Agreement serve as the sole controlling Agreement between the Counties for the management and operation of the Bi-County and Tri-County Facilities;
10. WHEREAS, the Counties of Yuba, Sutter, and Colusa intend that the County of Yuba be the sole owner and landlord of the Tri-County Juvenile Rehabilitation Facility.
11. WHEREAS, The Counties intend to finance the construction of the Tri-County Facility through the issuance of State Public Works Board (the "**Board**") SB-81 lease revenue bonds (the "**Board Bonds**"), which will be secured in part by a ground lease between Yuba County, as lessor, and the California Department of Corrections and Rehabilitation (the "**Department**"), as lessee,(the "**Ground Lease**"), a site lease between the Department, as lessor, and the Board, as lessee (the "**Site Lease**"), a facility lease between the Board, as sublessor, and the Department, as sublessee (the "**Facility Lease**") and a sub-facility lease between the Department, as sub-sublessor, and the County of Yuba, as sub-sublessee, (the "**Facility Sublease**") pertaining to the Property and the Tri-County Facility.
12. WHEREAS, The Counties do not intend to use or apply any portions of their respective SB-81 funds towards the operation or management of the Bi-County Facility.
13. WHEREAS, As a condition to issuing the Board Bonds, the Board requires that the Counties subordinate the JPA and their interests in the Property, and the Tri-County Facility under this JPA to the liens of the Ground. Lease, the Site Lease, the Facility Lease, the Sub-facility Lease, and related indenture as they may be amended from time to time (collectively the "Board Financing Agreements").
14. WHEREAS, the Counties desire to amend and restate the Tri-County Joint Powers Agreement (Attachment 1) in order to reflect the rights and obligations of the Counties with regard to the financing and construction of the Tri-County Facility through the issuance of the Board Bonds under the Board Financing Agreements.

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Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, Yuba, Sutter, and Colusa Counties agree as follows:

AGREEMENT

1. **Definitions:**
   a. The facility located at 1023 14th Street, Marysville, California, which serves as the Bi-County Juvenile Hall Facility prior to this Agreement, and contains both Juvenile Hall and Camp Singer, is defined as "**Bi-County Regional Juvenile Rehabilitation Facility**" or "**Bi-County Facility**."
   b. The proposed facility, to be located at 938 14th Street, Marysville, California, and to be financed by SB-81 Board Bonds and owned by Yuba County, is defined as "**Tri-County Regional Juvenile Rehabilitation Facility**" or "**Tri-County Facility**."
2. The Tri-County Joint Powers Agreement (inclusive of those amendments dated December 15, 2015, and August 28, 2018, and the original September 23, 1975 Bi-County agreement and its amendments dated July 1, 1978, February 28, 1984, August 17, 1987) (Attachment 1) is hereby amended and restated with, and incorporated into this "**Amended and Restated Joint Exercise of Powers Agreement for the Establishment and Operation of the Bi-County and Tri-County Regional Juvenile Rehabilitation Facilities**" ("**Agreement**"). *This Agreement serves as the sole controlling Agreement governing the rights and obligations of the Counties as it relates to the Bi-County Facility and Tri-County Facility*. Any discrepancies between prior agreements or amendments to prior agreements are hereby superseded by this Agreement and any provisions in any prior agreements or amendments containing such discrepancies are hereby superseded by this Agreement and are of no further effect.
3. Upon approval, the management structure for the operation of the Bi-County Juvenile Hall facility is abolished and the new management structure for the operation of the Bi-County and Tri-County Regional Juvenile Rehabilitation Facilities is established as set forth herein. Hereinafter, all duties, powers, obligations, entitlements, encumbrances, conditions, requirements and/or assurances applicable to the former Bi-County Juvenile Hall facility shall be assumed by the parties to this agreement.
4. **OWNERSHIP OF BI-COUNTY FACILITY**
   a. The Counties of Sutter, Yuba, and Colusa will retain undivided, joint ownership in the Bi-County Facility property as follows: Sutter 40%, Yuba 40%, Colusa 20%. In the event of termination of this agreement, Yuba County shall have the first option to purchase the other counties' interests in the property for the fair market value of the property on the date of termination, said fair market value to be determined by a certified appraiser selected by agreement of the Boards of Supervisors of Yuba, Sutter, and Colusa Counties. If Yuba elects not to effect such purchase, Sutter shall have the second option to purchase the other counties' interests in the Property on the same terms. If Sutter elects not to effect such purchase, Colusa shall have the option to purchase the other counties' interests in the Property on the same terms.

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

5. OWNERSHIP OF TRI-COUNTY FACILITY

a. The County of Yuba is the sole owner in fee simple of the property located at 938 14th Street, Marysville, California (APN 009-115-004-000). The County of Yuba will be the sole owner of the proposed improvements on this property that will constitute the Tri-County Regional Juvenile Rehabilitation Facility.

6. CONSTRUCTION OF TRI-COUNTY FACILITY

a. Any and all SB-81 funds allocated to the counties of Yuba, Sutter, and Colusa will be used exclusively for the construction of the Tri-County Facility. In no event will any SB-81 funds be used towards operation or management of the Bi-County Facility.

b. The County of Yuba will act as the lead agency for construction of the Tri-County Regional Juvenile Rehabilitation Facility.

c. The Parties to this JPA will be responsible for providing the costs of construction for the Tri-County Facility as follows: Yuba County 40%, Sutter County 40%, Colusa County 20%.

7. OPERATION OF BI-COUNTY AND TRI-COUNTY FACILITIES.

a. The County of Yuba will manage and operate all aspects of the Bi-County and Tri-County Facilities as follows:

i. **Bi-County and Tri-County Facility Insurance:** Yuba County, acting as the lead agency in the operation of the Bi-County and Tri-County Facilities, shall obtain, and keep in place, policies of insurance with coverage and limits sufficient to protect the interests of the Counties of Yuba, Sutter and Colusa in the Bi-County and Tri-County Facilities, as more specifically defined in Provision 11 of this Agreement ("Insurance"). The Counties of Yuba, Sutter and Colusa shall each be named an "additional insured" on each policy of insurance.

ii. **Bi-County and Tri-County Fiscal Management:** Yuba County will act as the fiscal agent of both the Bi-County and Tri-County Facilities.

1. The Yuba County Treasury is hereby designated as the depository for all facility funds and the Yuba County Treasurer is appointed to take and maintain custody of all funds received, regardless of source.
2. The Yuba County Auditor is hereby appointed to act as the Auditor for the facility operation and shall also act as the Disbursing Agent.
3. The Treasurer and Auditor shall perform such official duties as may be required from time to time with respect to the operation of the facility.

iii. **Bi-County and Tri-County Superintendent**: Subject to approval by the Sutter and Colusa County Boards of Supervisors, the County of Yuba, through its Chief Probation Officer, and after consultation with the Chief Probation Officers for the Counties of Sutter and Colusa, shall appoint a

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Superintendent to manage the day-to-day operations of the Bi-County and Tri-County Facilities. The Facility Superintendent shall be an employee of Yuba County and shall report directly to the Yuba County Chief Probation Officer. Should the position of Facility Superintendent become vacant, the Assistant Chief Probation Officer for Yuba County will fill the position on an interim basis until such time as a permanent replacement is appointed. The Facility Superintendent shall have the following duties and responsibilities.

1. Supervise the daily operations of the facilities and be responsible for developing rules and regulations for the operation, maintenance, and safekeeping of the facilities.
2. Under the supervision of the Yuba County Chief Probation Officer, act as the appointing authority for all employees assigned to the facilities with the power to make decisions regarding the hiring, promotion, discipline, and termination of employees in accordance with the applicable Yuba County employment policies and labor agreements.
3. Develop an annual "Fixed Cost Model" which identifies those operational expenses which will classified as "Fixed Costs" pursuant to Section IV of this agreement and present that model to the Oversight Committee for review and approval.
4. Develop a detailed recommended annual budget, which shall include all new position allocation requests, to be presented to the Oversight Committee for review and approval. Following approval by the Oversight Committee, the Facility Superintendent shall present the detailed recommended annual budget to the Sutter and Colusa County Boards of Supervisors as an informational item. The Facility Superintendent shall then submit the detailed recommended annual budget to the Yuba County Board of Supervisors for final approval.

iv. **Bi-County and Tri-County Facility Staff:** Facility staff shall be Yuba County employees subject to all Yuba County employee rules and regulations. Neither the County of Sutter nor the County of Colusa shall have any direct or supervisory control over any Yuba County employee assigned to the facilities and no such employee shall have any claim or right to any compensation or benefit paid by either Sutter County or Colusa County to its employees. The Facility Superintendent, in consultation with the three Chief Probation Officers, shall, subject to the annual budget approval process, determine the appropriate staffing levels to achieve the following functional competencies:

1. Program management and activities;
2. Staff supervision;
3. Development and Implementation of new programs;

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4. Financial oversight and reporting;
5. Budget development and resource planning;
6. Financial analysis;
7. Grant applications and management;
8. Training as directed or mandated;
9. Background checks;
10. Personnel/internal affairs investigations.

b. Bed Allocation: Beds shall be allocated between the membership using the 44/44/12 division ratio representing the respective allocations for Yuba, Sutter, and Colusa Counties. Each county shall be guaranteed its bed allocation and, should any county require additional beds, staff will make best efforts to accommodate the needs of that county. Subject to this previous commitment, beds not used by any of the three participating counties shall, if space and staffing permit, be deemed available for use by the wards of other, non-participating, counties. Such use shall be billed to the non-participating county at the per-bed/day rate established by the Oversight Committee. Funds collected therefrom shall be credited to the operation of the facilities.

c. Programs: Program delivery shall be conducted by the facility staff with oversight by the Facility Superintendent and the Oversight Committee. Any new program developed, or otherwise mandated, shall be assessed as to cost and efficacy and shall be approved by the Oversight Committee. Upon reviewing the program, the Oversight Committee shall identify the total cost of the program and shall obtain unanimous approval from the membership of the Oversight Committee. New program costs shall be shared between the member counties in the 44/44/12 ratio set forth above.

d. Transportation: Transportation of juveniles shall be the responsibility of the county which placed the detainees in the facility. However, in medical emergencies, the minor shall be transported in the manner deemed appropriate by staff. In addition, members of the Camp may be transported to participate in Camp programming.

e. Operational Expenses: It is the intention of the parties that, in the operation of the Bi-County and Tri-County Facilities, all expenses are to be shared between the parties in a fair and equitable manner. All expenses shall be divided between those that are 'fixed' and those that are 'flexible'. Yuba County shall issue a monthly report detailing both the Fixed and Flexible Costs in support of the allocations to each of the member counties.

   i. Fixed Costs: Fixed costs are those expenses directly attributable to the operation of the Facilities that generally remain the same from month-to-month and are not driven or dependent upon facility population. Fixed costs shall be allocated to the three Counties as follows: Yuba County 44%, Sutter County 44%, Colusa County 12%, and each county shall be billed on a monthly basis. Fixed costs include, but are not limited to:

      1. Dedicated Facility Staff: Staffing costs shall include all personnel-related administrative costs including, but not limited to, sick time,

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vacation time, benefit costs, CalPERS, group insurance, workers' compensation, unemployment insurance, management life, and any other personnel-related expense.

2. Recurring Costs: The cost of recurring, dedicated, tasks such as timekeeping and payroll calculation which shall be performed by staff or Yuba County Probation staff. These expenses shall be subjected to a time study and shall be included in the Fixed Cost Model approved by the Oversight Committee.
3. Other Costs: All other fixed, facility-related, costs such as staff medical care and basic medical overhead expenses such as Band-Aids, first aid, and non-prescription medication shall be time studied and treated as a fixed cost.

ii. Flexible Costs: Flexible costs are those expenses which fluctuate based upon population. Flexible costs shall be allocated quarterly on a pro-rata basis based on occupancy/bed days used by each county in the previous 30-day period. Flexible costs include but are not limited to:

1. Flexible staffing costs such as overtime, staff call-in costs, etc.;
2. Utilities;
3. Consumable supplies such as custodial supplies;
4. Food and food preparation costs;
5. Household expenses;
6. Office Supplies;
7. Operational supplies; and,
8. Professional services to the extent needed.

iii. Medical Costs: Medical expenses attributable to specific detainees shall be charged to the individual county which placed the detainee in the facility. Said charges shall be invoiced on a monthly basis. Medical costs are inclusive of general medical needs, behavioral (mental) health, and other health-related expenses required to care for the children in custody.

1. Requests for medical care shall be provided through: 1) the contracted medical provider; 2) a private provider; or, 3) as otherwise deemed necessary by the facility staff.
2. In addition to the current behavioral health care provided by the contracted medical provider, Sutter-Yuba Behavioral Health Services will provide one FTE Mental Health Therapist for the Juvenile Hall and one FTE Mental Health Therapist for Camp Singer, in accordance with the current MOU. These allocations are subject to change in the MOU and/or upon action by the Oversight Committee.

iv. Contingency Fund: Costs estimated for operations of the Facilities are compiled annually based in part on prior year historical budgeted and actual expenditure amounts. Considering the high degree of volatility year over

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year in juvenile populations at the Facility, a Contingency Fund Policy shall be prepared and submitted to the Oversight Committee for adoption by the Yuba County Board of Supervisors prior to the beginning of the fiscal year.

F. **FACILITY/CAPITAL IMPROVEMENTS**

i. Any proposed facility upgrade or enhancement shall be reviewed and approved by the Oversight Committee. The Oversight Committee shall then make a recommendation to the Boards of Supervisors for the counties of Yuba, Sutter and Colusa.

ii. The costs for any approved upgrade or enhancement to the Tri-County Facility shall be shared by the parties as follows: Yuba County 40%, Sutter County 40%, Colusa County 20%.

iii. In mid-2014, Yuba County began coordinating the construction of three 16-bed pod detention areas for a total of 48 beds. Funding will primarily be derived from a State Grant from the BSCC (which will have been redirected from Colusa County) supplemented by matching funds from both Yuba and Sutter Counties. Oversight of the project from design to construction will be done by Yuba County with the active participation and oversight of the Oversight Committee and the three County Chief Probation Officers.

iv. Nothing in this provision will supersede or affect any obligations under the Board Financing Agreements.

8. Term: The term of this agreement shall begin on the final date of approval as agreed above, and continue for a 25-year term to coincide with the bonded indebtedness imposed by the BSCC grant awarded to fund the facility expansion in 2014/15. The agreement shall continue in force and effect after the expiration of said period, subject to the right of any party to terminate it after expiration of the 25-year initial term by written notice served upon the other parties at least two (2) years in advance of the proposed termination date. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated at any time upon the joint agreement of Yuba, Sutter and Colusa Counties.

9. Insurance: Yuba County shall obtain and thereafter maintain during the term of this agreement, worker's compensation insurance, public liability and property damage insurance, including professional liability insurance, protecting Yuba, Sutter and Colusa, their respective officers, and agents, and employees assigned to the Facilities, from claims for damages for bodily injury, including accidental death and property damage which may arise by reason of the operation and administration of the Facilities; and Property insurance against all risks of loss and name Sutter and Colusa Counties as loss payee. Said policy or policies shall be endorsed to include and name as additional insureds, Sutter and Colusa, their officers and employees while acting in the scope of their duties under this Agreement

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as it relates to the Facilities; except with respect to Worker's Compensation and Professional Liability.

10. Subordination: The provisions of this JPA shall be subject and subordinate to the Board Financing Agreements and no provision of this JPA shall supersede or in any way reduce the security or effect or validity of any such Board Financing Agreements and any and all amendments, extensions, renewals, modifications, refinances and replacements thereof. The Board Financing Agreements will be recorded in the Official Records of Yuba County ("**Board Recordation Date**"), and after the Board Recordation Date, any modification of this Joint Powers Agreement, shall require the consent of the Board.
11. Liability: Except as provided for in Provision 8 of this Agreement, the parties hereto shall be responsible on a percentage basis of 44/44/12 for Yuba, Sutter, and Colusa, respectively, for any liability arising out of the operation and administration of the Bi-County or Tri-County Facilities and shall contribute that percentage to the payment of any obligation resulting from such liability to the extent not covered by insurance.
12. Indemnity: Each party to this Agreement shall indemnify, defend, and hold the other parties and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by that party in relation to this Agreement.
13. Amendments: This Agreement may be modified or amended only by a written document executed and approved by each parties Board of Supervisors, and after receiving notification of consent by the State Public Works Board pursuant to Provision 12 of this Agreement.
14. Entire Agreement: This Agreement constitutes the entire Agreement between the parties concerning the subject matter herein. It is the intention of the parties that this Agreement will supersede any prior agreements, discussions, commitments, representations, written or oral, amongst the parties.
15. Counterparts: This agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all counterparts together shall constitute one agreement.
16. Recordation: A memorandum of this Amended and Restated Joint Exercise of Powers Agreement for the Establishment and Operation of the Bi-County and Tri-County Regional Juvenile Rehabilitation Facilities and its subordination to the Board Financing Agreements will be recorded with the Yuba County Clerk-Recorder's Office.
17. **Survival of SB-81 Provisions**. The provisions in this this agreement related to the Tri-County Facility, the Board Bonds and the Board Financing Agreements are covenants running with the land and shall survive the earlier termination of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

IN WITNESS THEREOF, Yuba, Sutter, and Colusa counties, pursuant to resolutions duly passed by their respective Boards of Supervisors, have caused this agreement to be executed by their authorized officers on this 26 day of Feb. 2019.

County of Yuba

Board Chair Mike Leahy

ATTEST:
Clerk of the Board of Supervisors
Rachel Ferris

APPROVED AS TO FORM:
Yuba County Counsel
Bruce Wood, Deputy

County of Sutter

Board Chair

ATTEST:
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Sutter County Counsel

County of Colusa

Board Chair

ATTEST:
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Colusa County Counsel

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

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 Yuba)

On March 4, 2019 before me, Paula V. Almaguer, A Notary Public
(insert name and title of the officer)

personally appeared Michael Leahy
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.

PAULA V. ALMAGUER
COMM. # 2114982
NOTARY PUBLIC - CALIFORNIA
YUBA COUNTY
COMM. EXPIRES JUNE 12, 2019

Signature Paula V. Almaguer (Seal)

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

IN WITNESS THEREOF, Yuba, Sutter, and Colusa counties, pursuant to resolutions duly passed by their respective Boards of Supervisors, have caused this agreement to be executed by their authorized officers on this _____ day of _____ 2019.

County of Yuba

_____
Board Chair

ATTEST:
Clerk of the Board of Supervisors

_____

APPROVED AS TO FORM:
Yuba County Counsel

_____

County of Sutter

_____
Board Chair Matthew Conant

ATTEST:
Clerk of the Board of Supervisors
Gina Graham

APPROVED AS TO FORM:
Sutter County Counsel

_____

BOARD OF SUPERVISORS SUTTER CO., CA

County of Colusa

_____
Board Chair

ATTEST:
Clerk of the Board of Supervisors

_____

APPROVED AS TO FORM:
Colusa County Counsel

_____

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

NOTARY 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)
) ss.
COUNTY OF Sutter)

On 2/28/19 before me, C. Luigard, Notary Public,

personally appeared Matthew Conant, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

C. LUIGARD
Notary Public - California
Sutter County
Commission # 2240124
My Comm. Expires May 25, 2022

C. Luigard
SIGNATURE OF NOTARY PUBLIC

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

C19-028
15

IN WITNESS THEREOF, Yuba, Sutter, and Colusa counties, pursuant to resolutions duly passed by their respective Boards of Supervisors, have caused this agreement to be executed by their authorized officers on this _____ day of _____ 2019.

County of Yuba

_____
Board Chair

ATTEST:
Clerk of the Board of Supervisors

_____

APPROVED AS TO FORM:
Yuba County Counsel

_____

County of Sutter

_____
Board Chair

ATTEST:
Clerk of the Board of Supervisors

_____

APPROVED AS TO FORM:
Sutter County Counsel

_____

County of Colusa

_____ 9/9/19
Board Chair

ATTEST:
Clerk of the Board of Supervisors

_____

APPROVED AS TO FORM:
Colusa County Counsel

_____

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

C19-028 16

CERTIFICATE OF ACKNOWLEDGMENT
Pursuant to California Civil Code Section 1189 & 1195

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 Colusa)

On Feb. 19, 2019 before me, Jacqueline Sanchez, Deputy Clerk
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Jacqueline Sanchez (Seal)
Jacqueline Sanchez, Deputy Clerk

COUNTY CLERK
COLUSA COUNTY, CALIFORNIA

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Yuba, City of Marysville, State of California, and
is described as follows:

PARCEL ONE:
Parcel 1 of Parcel Map No. 95-14 for the County of Yuba, in the City of Marysville, County of Yuba, State of California, according to the Map thereof recorded April 28, 1997 in Book 68, Page 31 of Maps, in the Office of the County Recorder of said County.

Reserving therefrom an easement for public utility and incidental purposes over, under, across
and through the Westerly 10 feet as shown on Parcel Map No. 95-14 for the County of Yuba, in
the City of Marysville, County of Yuba, State of California, according to the Map thereof recorded April 28, 1997 in Book 68, Page 31 of Maps, in the Office of the County Recorder of said County.

APN: 009-115-004

PARCEL TWO:
Parcel A of Parcel Map No. 95-14 for the County of Yuba, in the City of Marysville, County of Yuba, State of California, according to the Map thereof recorded April 28, 1997 in Book 68, Page 31 of Maps, in the Office of the County Recorder of said County.

APN: 009-121-007

Attachment: First Amendment to the Amended and Restated JPA (8516 : First Amendment to the Amended and Restated JPA)

COUNTY OF COLUSA, CA **2.7**

Request For County Board of Supervisors Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Public Works/Road Department**
FROM:	**Ann Nordyke**
SUBJECT:	**Encroachment Permit 4624 for Arbuckle Community Street Dance Youth Fundraiser.**

Authorize the Director of Public Works to issue Encroachment Permit 4624 to Perry Charter to hold a street dance in Arbuckle, CA on August 20, 2022 from 5:00 p.m. to 10:00 p.m.

Detailed Description/Background of request

The Department has received a request to close King Street, between Fifth Street and the ally between Fifth and Sixth streets in the town of Arbuckle. The proposed event is being held as a fund raising effort in support of the Arbuckle Youth.

Section 29-3 of the Colusa County Code allows the County director of public works to issue an encroachment permit for use of a County street. The County Code requires these types of temporary street closures to be approved by the Board of Supervisors.

Prior Board Action

The Board has previously approved encroachment permits pertaining to road closures in support of community events.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None needed.

ATTACHMENTS:

- ENC 4624 draft (PDF)

COUNTY OF COLUSA

DEPARTMENT OF PUBLIC WORKS

1215 Market Street, Colusa, California 95932
(530) 458 - 2035 | Fax
(530) 458 - 0466 | Phone
dpwpermits@countyofcolusa.com
www.countyofcolusa.com

Office Use Only	
Notes:	
FEE	
PERMIT #	

ENCROACHMENT PERMIT APPLICATION

REAL PROPERTY OWNER NAME:	Perry Charter					
Owner Mailing Address:	P.O. Box 765	City:	Arbuckle	State:	Ca	Zip Code: 9591
E-Mail Address:	~~P.O. Box~~ perry@TNPFarms.com	Phone Number:	530-304-8261	Fax Number:		
AGENT'S NAME:						
Agent Address:		City:		State:		Zip Code:
E-Mail Address:		Phone Number:		Fax Number:		
ADDRESS OR LOCATION OF WORK TO BE PERFORMED:		City:		State:		Zip Code:
DESCRIPTION OF WORK/PROJECT:	Attach Maps & Plans	Requested Start Date:	Aug. 20, 2022	Anticipated Completion Date:		

Close off 5th & King to the alley way for fundraiser for Arbuckle youth organization - street dance.

5pm - 10pm

The undersigned hereby requests permission to excavate, construct, and/or otherwise encroach within the County Road Right of Way by performing work specifically as outlined above. By signing this form the Permittee Agrees to hold the County harmless for any damage arising from the performance of work subject to this permit and to indemnify the county for any and all costs arising from Permitee's actions associated with this permit.

Property Owners must sign the Permit Application unless a Letter of Agency authorizing the agent to act on behalf of the property owner is submitted with the Permit Application. Form letters are available at the County website or by contacting the Department of Public Works.

Letter of Agency Attached: ☐ YES ☐ NO

PERMITEE'S SIGNATURE: ☒ Owner ☐ Agent	Signature	Date	Print Name
	P. Charter	7/11/22	Perry Charter

The above requested permit is hereby approved. Approval is subject to compliance by applicant to "Permit Provisions" shown on page 2 hereof, approved plans, maps, and specifications, other local State and Federal Regulations and restrictions and conditions as outlined in "ATTACHMENT A".

Permit Effective Date:	Permit Termination Date:	Extension Granted: ☐ YES ☐ NO	Extension Expiration Date & Issuer Initials:

COUNTY OF COLUSA
Michael Azevedo

By:

Attachment: ENC 4624 draft (8517 : Encroachment Permit for Arbuckle Community Street Dance)

PERMIT PROVISIONS

1. **NO ENCROACHMENT IS TO BE PLACED OR ANY WORK DONE WITHIN THE HIGHWAY RIGHT OF WAY WITHOUT FIRST OBTAINING A PERMIT FROM COLUSA COUNTY DIRECTOR OF PUBLIC WORKS.**

2. **PERMITTEE MUST GIVE ADVANCE NOTICE TO THE COUNTY AT LEAST TWO WORKING DAYS PRIOR TO COMMENCING WORK AT COUNTY PHONE NO. 530-458-0466.**

3. **THIS PERMIT MUST BE AT THE JOB SITE WHENEVER WORK IS BEING PERFORMED.**

4. **COSTS:** All cost of work, placing or maintenance of any encroachment upon County road right of way, shall be at the sole expense of the permittee.

5. **NO PRECEDENT ESTABLISHED**: This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of permitting any certain kind of encroachment within the right of way of a County road.

6. **PROTECTION OF TRAFFIC:** Adequate provisions must at all times be made for the protection and safety of the workmen and traveling public. Construction area or work zone shall be barricaded with adequate signs and lights, and properly flagged during the day. The permittee shall conduct his operations in such a manner as to allow orderly movement of traffic at all times. No street or highway shall be closed to traffic at any time unless specifically authorized under "Restrictions and Conditions" as shown on the face of this permit.

7. **LIABILITY FOR DAMAGES:** The permittee shall be responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the permittee's part to perform his obligations under this permit in regard to maintenance. In the event any claim of such liability is made against the County of Colusa, or any employee thereof, permittee shall defend, indemnify and hold them and each of them harmless from such claim.

8. **ALTERATIONS AND CHANGES**: The Director of Public Works reserves the right to order any changes at the terms, conditions, and restrictions governing this permit that in his opinion may conflict with the proper construction and maintenance of the County road system, and may alter or change the type or method of doing any of the work under this permit due to unforeseen conditions.

9. **CLEAN-UP OF RIGHT OF WAY:** Upon completion of work, all debris and excess earth material shall be entirely removed and the right of way left in as presentable condition as before the work started.

10. **MAINTENANCE:** The permittee agrees by the acceptance of this permit to immediately repair any damage to any portion of the County road as a result of the work done under this permit, including any and all damage to the County road which would not have occurred had such work not been done or such encroachment had not been placed.

11. **TREES:** No trees or shrubs within the road right of way shall be cut or trimmed unless specifically authorized. Dangerous trees shall be removed at the discretion of the Director of Public Works.

12. **DRAINAGE:** No work shall be done on the highway which interferes with the flow of water according to the official or natural grade and cross-section. Irrigation water must not be allowed to flow or stand in the roadsides or ditches along the highway.

13. **POLES AND LINES:** Erection, placement, or construction of any poles or lines within the County road right of way requires filing of maps or sketches showing the location of the proposed construction thereon with the Director of Public Works. No pole line shall be constructed at any location where in the opinion of the Director of Public Works it is considered unsafe for the travelling public using the roadway. No poles shall be placed at locations greater than three feet from the right of way line.

14. **EXCAVATION, BACKFILL & PAVING:** Placement or construction of any underground facilities whether temporary or permanent requires filing of maps showing the location thereon with the permit application. There shall be a minimum depth of cover of two feet above all subsurface facilities. No metal wheels or tracks will be allowed on any paved or oiled road surfaces. Any excavation of oiled or paved surfaces must be cut or jack-hammered to obtain straight lines. The upper 2' of backfill material must be placed in layers of 8" thickness or less and compacted to at least 95% in all roadside ditches, shoulders, and traveled ways, while other areas must be compacted to 90%. The upper 12" of backfill material must be Class 2 aggregate base or equal in all roadside ditches, shoulders, and traveled ways. Existing paved or oiled areas disturbed must be paved with not less than 2" of asphaltic pavement. All work must be performed in accordance with accepted construction practices.

Attachment: ENC 4624 draft (8517 : Encroachment Permit for Arbuckle Community Street Dance)

PERMIT CONDITIONS (ATTACHMENT "A")
TO
ENCROACHMENT PERMIT #E-4624

1. NOTE ALL PROVISIONS ON THE REVERSE SIDE OF THIS PERMIT.

2. PERMITTEE SHALL COORDINATE WITH THE LOCAL CALIFORNIA HIGHWAY PATROL AND SHERIFF'S OFFICE AS SOON AS POSSIBLE PRIOR TO THE SCHEDULED EVENT. COORDINATION SHALL INCLUDE DESIGNATING AN ON-SITE CONTACT PERSON AND ALTERNATE WHO SHALL BE PRESENT AND ACCOUNTABLE DURING THE EVENT. SAID CONTACT PERSON AND ALTERNATE SHALL BE AVAILABLE BY RADIO OR CELL PHONE TO ALL LAW ENFORCEMENT PERSONNEL. ALL PEOPLE ASSISTING IN THE COORDINATION OF THE EVENT SHALL HAVE VISIBLE AND DISCERNABLE CLOTHING DURING THE EVENT WHICH HAVE BEEN PREVIOUSLY APPROVED BY THE CALIFORNIA HIGHWAY PATROL.

3. THE CALIFORNIA HIGHWAY PATROL MAINTAINS THE AUTHORITY TO MODIFY THE TERMS OF THIS PERMITTED CLOSURE IN THE INTEREST OF PUBLIC SAFETY.

4. PERMITTEE SHALL BE RESPONSIBLE FOR PROVIDING ALL SIGNS AND TRAFFIC CONTROL. TRAFFIC SHALL BE ROUTED VIA THE APPROVED ROUTE (SEE ATTACHMENT AND EXHIBIT). ALL SIGNS SHALL BE IN PLACE A MINIMUM OF 10 MINUTES PRIOR TO THE START OF THE EVENT AND THE CLOSING OF ANY PUBLIC STREET. CLOSURES OF PUBLIC STREETS SHALL BE SUCH THAT ACCESS FOR EMERGENCY VEHICLES WILL BE AVAILABLE IF NECESSARY. CLOSURES DENYING ACCESS TO EMERGENCY VEHICLES MAY OCCUR IF ALTERNATE ROUTING IS PRE-APPROVED BY ALL THE EMERGENCY AND LAW ENFORCEMENT AGENCIES INVOLVED. SIGNS MAY BE AVAILABLE FROM THE COLUSA COUNTY ROAD DEPARTMENT. CONTACT LARRY HARRIS AT 473-5301 OR 682-9070 FOR INFORMATION.

5. ANY AND ALL SIGNAGE MUST BE PICKED UP AND REMOVED FROM THE PUBLIC RIGHT OF WAY AT THE COMPLETION OF THE EVENT. ALL COLUSA COUNTY SIGNAGE THAT MAY BE LENT OUT, AS A COURTESY, FOR THIS EVENT MUST BE RETURNED UNDAMAGED AND TO A LOCATION SET UP BY LARRY HARRIS (473-5301 OR 682-9070).

6. PERMITTEE SHALL NOTIFY THE LOCAL FIRE DEPARTMENT AND AMBULANCE SERVICE OF THE TIME AND LOCATION OF CLOSURE(S).

7. PERMITTEE SHALL PROVIDE A CERTIFICATE OF INSURANCE TO THE COLUSA COUNTY DEPARTMENT OF PUBLIC WORKS NAMING COLUSA COUNTY AS A CERTIFICATE HOLDER. THE MINIMUM INSURANCE REQUIREMENT SHALL BE $1,000,000 GENERAL LIABILITY FOR EACH OCCURRENCE.

8. ALL LITTER AND DEBRIS GENERATED BY EVENT SHALL BE REMOVED FROM THE COUNTY RIGHT OF WAY UPON COMPLETION OF EVENT.

Attachment: ENC 4624 draft (8517 : Encroachment Permit for Arbuckle Community Street Dance)

Arbuckle Food Center

Arbuckle Branch Library

King St

Home Of The Bears

Alsco Geyer Ace Hardware

Alsco Geyer Irrigation

Road Closure Location

Eddy St

Eddy St

7th St

Putnam Way

6th St

5th St

566

Google Earth

Attachment: ENC 4624 draft (8517 : Encroachment Permit for Arbuckle Community Street Dance)

COUNTY OF COLUSA, CA **2.8**

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Public Works/Road Department**

FROM: **Ann Nordyke**

SUBJECT: **Encroachment Permit 462 for Empire Nut**

Authorize the Director of Public Works to issue Encroachment Permit 4625 to Empire Nut for a Walnut Festival Marathon in Colusa, CA on August 27, 2022 from 7:00 a.m. to 10:00 a.m.

Detailed Description/Background of request

The Department has received a request to close Moon Bend Rd , between 7229 Moon Bend Rd to 7510 Moon Bend Rd to hold a marathon in conjunction with what the applicant hopes to be an annual Walnut Festival.

Section 29-3 of the Colusa County Code allows the County director of public works to issue an encroachment permit for use of a County street. The County Code requires these types of temporary street closures to be approved by the Board of Supervisors.

Prior Board Action

The Board has previously approved encroachment permits pertaining to road closures in support of community events.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None needed.

ATTACHMENTS:

- E-4626 DRAFT (PDF)

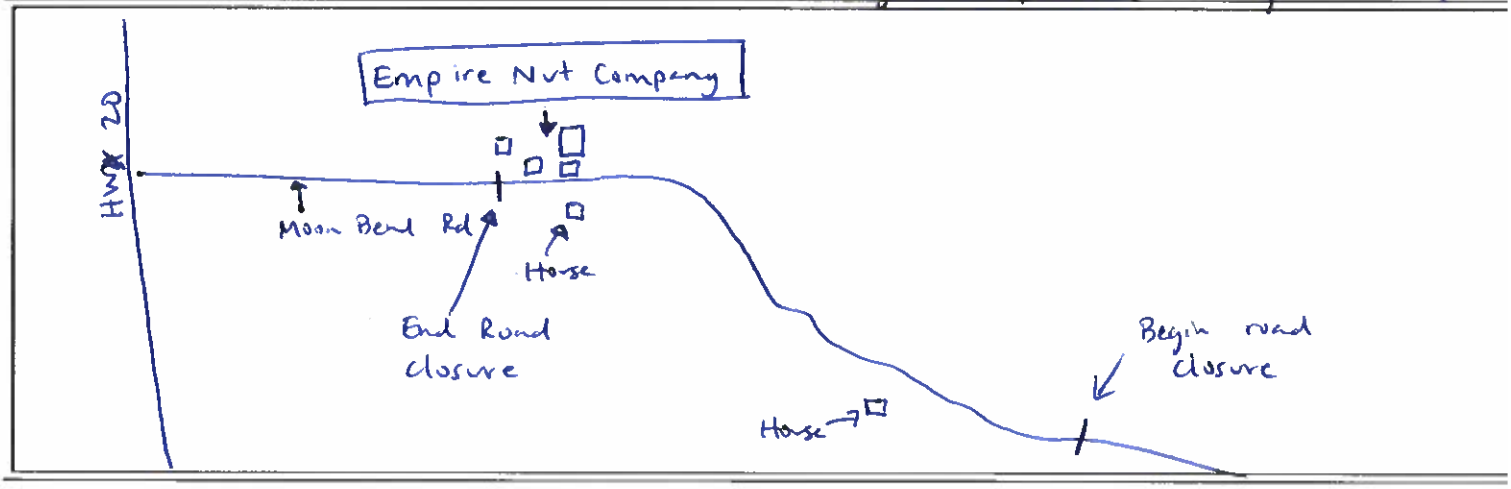
COUNTY OF COLUSA
DEPARTMENT OF PUBLIC WORKS

1215 Market Street, Colusa, California 95932
(530) 458 - 2035 | Fax
(530) 458 - 0466 | Phone
dpwpermits@countyofcolusa.com
www.countyofcolusa.com

Office Use Only	
Notes:	
FEE	
PERMIT #	

ENCROACHMENT PERMIT APPLICATION

REAL PROPERTY OWNER NAME:	Gary Thiara						
Owner Mailing Address:	7229 Moon Bend Rd.	City:	Colusa	State:	CA	Zip Code:	959
E-Mail Address:	gary@empirenut.com	Phone Number:	530-458-2695	Fax Number:	530-458-8000		
AGENT'S NAME:	Joseph Weiler						
Agent Address:	7229 Moon Bend Rd.	City:	Colusa	State:	CA	Zip Code:	959
E-Mail Address:	joseph@empirenut.com	Phone Number:	530-473-9267	Fax Number:	530-458-8000		
ADDRESS OR LOCATION OF WORK TO BE PERFORMED:	Moon Bend Rd.	City:	Colusa	State:	CA	Zip Code:	959
DESCRIPTION OF WORK/PROJECT:	Attach Maps & Plans	Requested Start Date:	August 27, 2022	Anticipated Completion Date:	August 27, 202		



The undersigned hereby requests permission to excavate, construct, and/or otherwise encroach within the County Road Right of Way by performing work specifically as outlined above. By signing this form the Permittee Agrees to hold the County harmless for any damage arising from the performance of work subje to this permit and to indemnify the county for any and all costs arising from Permitee's actions associated with this permit.

Property Owners must sign the Permit Application unless a Letter of Agency authorizing the agent to act on behalf of the property owner is submitted with the Permit Application. Form letters are available at the County website or by contacting the Department of Public Works.

Letter of Agency Attached: ☐ YES ☐ NO

PERMITEE'S SIGNATURE: ☐ Owner ☐ Agent

Signature	Date	Print Name
[signature]	7/21/22	Joseph Weiler

The above requested permit is hereby approved. Approval is subject to compliance by applicant to "Permit Provisions" shown on page 2 hereof, approved plans, maps, and specifications, other local State and Federal Regulations and restrictions and conditions as outlined in **"ATTACHMENT A"**.

Permit Effective Date:	Permit Termination Date:	Extension Granted:	Extension Expiration Date & Issuer Initia
		☐ YES ☐ NO	

COUNTY OF COLUSA
Scott M. Lanphier, PE
Director of Public Works

By: _____
Permit Issuer Si

Attachment: E-4626 DRAFT (8519 : Encroachment Permit for Empire Nut Walnut Festival)

PERMIT CONDITIONS (ATTACHMENT "A")
TO
ENCROACHMENT PERMIT #E-4626

1. NOTE ALL PROVISIONS ON THE REVERSE SIDE OF THIS PERMIT.

2. PERMITTEE SHALL COORDINATE WITH THE LOCAL CALIFORNIA HIGHWAY PATROL AND SHERIFF'S OFFICE AS SOON AS POSSIBLE PRIOR TO THE SCHEDULED EVENT. COORDINATION SHALL INCLUDE DESIGNATING AN ON-SITE CONTACT PERSON AND ALTERNATE WHO SHALL BE PRESENT AND ACCOUNTABLE DURING THE EVENT. SAID CONTACT PERSON AND ALTERNATE SHALL BE AVAILABLE BY RADIO OR CELL PHONE TO ALL LAW ENFORCEMENT PERSONNEL. ALL PEOPLE ASSISTING IN THE COORDINATION OF THE EVENT SHALL HAVE VISIBLE AND DISCERNABLE CLOTHING DURING THE EVENT WHICH HAVE BEEN PREVIOUSLY APPROVED BY THE CALIFORNIA HIGHWAY PATROL.

3. THE CALIFORNIA HIGHWAY PATROL MAINTAINS THE AUTHORITY TO MODIFY THE TERMS OF THIS PERMITTED CLOSURE IN THE INTEREST OF PUBLIC SAFETY.

4. PERMITTEE SHALL BE RESPONSIBLE FOR PROVIDING ALL SIGNS AND TRAFFIC CONTROL. TRAFFIC SHALL BE ROUTED VIA THE APPROVED ROUTE (SEE ATTACHMENT AND EXHIBIT). ALL SIGNS SHALL BE IN PLACE A MINIMUM OF 10 MINUTES PRIOR TO THE START OF THE EVENT AND THE CLOSING OF ANY PUBLIC STREET. **CLOSURES OF PUBLIC STREETS SHALL BE SUCH THAT ACCESS FOR EMERGENCY VEHICLES OR RESIDENTS WHO LIVE ON MOON BEND ROAD WILL BE AVAILABLE IF NECESSARY.** CLOSURES DENYING ACCESS TO EMERGENCY VEHICLES MAY OCCUR IF ALTERNATE ROUTING IS PRE-APPROVED BY ALL THE EMERGENCY AND LAW ENFORCEMENT AGENCIES INVOLVED. SIGNS MAY BE AVAILABLE FROM THE COLUSA COUNTY ROAD DEPARTMENT. CONTACT LARRY HARRIS AT 473-5301 OR 682-9070 FOR INFORMATION.

5. ANY AND ALL SIGNAGE MUST BE PICKED UP AND REMOVED FROM THE PUBLIC RIGHT OF WAY AT THE COMPLETION OF THE EVENT. ALL COLUSA COUNTY SIGNAGE THAT MAY BE LENT OUT, AS A COURTESY, FOR THIS EVENT MUST BE RETURNED UNDAMAGED AND TO A LOCATION SET UP BY LARRY HARRIS (473-5301 OR 682-9070).

6. PERMITTEE SHALL NOTIFY THE LOCAL FIRE DEPARTMENT AND AMBULANCE SERVICE OF THE TIME AND LOCATION OF CLOSURE(S).

7. PERMITTEE SHALL PROVIDE A CERTIFICATE OF INSURANCE TO THE COLUSA COUNTY DEPARTMENT OF PUBLIC WORKS NAMING COLUSA COUNTY AS A CERTIFICATE HOLDER. THE MINIMUM INSURANCE REQUIREMENT SHALL BE $1,000,000 GENERAL LIABILITY FOR EACH OCCURRENCE.

8. ALL LITTER AND DEBRIS GENERATED BY EVENT SHALL BE REMOVED FROM THE COUNTY RIGHT OF WAY UPON COMPLETION OF EVENT.

Attachment: E-4626 DRAFT (8519 : Encroachment Permit for Empire Nut Walnut Festival)

PERMIT PROVISIONS

1. **NO ENCROACHMENT IS TO BE PLACED OR ANY WORK DONE WITHIN THE HIGHWAY RIGHT OF WAY WITHOUT FIRST OBTAINING A PERMIT FROM COLUSA COUNTY DIRECTOR OF PUBLIC WORKS.**

2. **PERMITTEE MUST GIVE ADVANCE NOTICE TO THE COUNTY AT LEAST TWO WORKING DAYS PRIOR TO COMMENCING WORK AT COUNTY PHONE NO. 530-458-0466.**

3. **THIS PERMIT MUST BE AT THE JOB SITE WHENEVER WORK IS BEING PERFORMED.**

4. **COSTS:** All cost of work, placing or maintenance of any encroachment upon County road right of way, shall be at the sole expense of the permittee.

5. **NO PRECEDENT ESTABLISHED**: This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of permitting any certain kind of encroachment within the right of way of a County road.

6. **PROTECTION OF TRAFFIC:** Adequate provisions must at all times be made for the protection and safety of the workmen and traveling public. Construction area or work zone shall be barricaded with adequate signs and lights, and properly flagged during the day. The permittee shall conduct his operations in such a manner as to allow orderly movement of traffic at all times. No street or highway shall be closed to traffic at any time unless specifically authorized under "Restrictions and Conditions" as shown on the face of this permit.

7. **LIABILITY FOR DAMAGES:** The permittee shall be responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the permittee's part to perform his obligations under this permit in regard to maintenance. In the event any claim of such liability is made against the County of Colusa, or any employee thereof, permittee shall defend, indemnify and hold them and each of them harmless from such claim.

8. **ALTERATIONS AND CHANGES**: The Director of Public Works reserves the right to order any changes at the terms, conditions, and restrictions governing this permit that in his opinion may conflict with the proper construction and maintenance of the County road system, and may alter or change the type or method of doing any of the work under this permit due to unforeseen conditions.

9. **CLEAN-UP OF RIGHT OF WAY:** Upon completion of work, all debris and excess earth material shall be entirely removed and the right of way left in as presentable condition as before the work started.

10. **MAINTENANCE:** The permittee agrees by the acceptance of this permit to immediately repair any damage to any portion of the County road as a result of the work done under this permit, including any and all damage to the County road which would not have occurred had such work not been done or such encroachment had not been placed.

11. **TREES:** No trees or shrubs within the road right of way shall be cut or trimmed unless specifically authorized. Dangerous trees shall be removed at the discretion of the Director of Public Works.

12. **DRAINAGE:** No work shall be done on the highway which interferes with the flow of water according to the official or natural grade and cross-section. Irrigation water must not be allowed to flow or stand in the roadsides or ditches along the highway.

13. **POLES AND LINES:** Erection, placement, or construction of any poles or lines within the County road right of way requires filing of maps or sketches showing the location of the proposed construction thereon with the Director of Public Works. No pole line shall be constructed at any location where in the opinion of the Director of Public Works it is considered unsafe for the travelling public using the roadway. No poles shall be placed at locations greater than three feet from the right of way line.

14. **EXCAVATION, BACKFILL & PAVING:** Placement or construction of any underground facilities whether temporary or permanent requires filing of maps showing the location thereon with the permit application. There shall be a minimum depth of cover of two feet above all subsurface facilities. No metal wheels or tracks will be allowed on any paved or oiled road surfaces. Any excavation of oiled or paved surfaces must be cut or jack-hammered to obtain straight lines. The upper 2' of backfill material must be placed in layers of 8" thickness or less and compacted to at least 95% in all roadside ditches, shoulders, and traveled ways, while other areas must be compacted to 90%. The upper 12" of backfill material must be Class 2 aggregate base or equal in all roadside ditches, shoulders, and traveled ways. Existing paved or oiled areas disturbed must be paved with not less than 2" of asphaltic pavement. All work must be performed in accordance with accepted construction practices.

Attachment: E-4626 DRAFT (8519 : Encroachment Permit for Empire Nut Walnut Festival)

COUNTY OF COLUSA, CA **2.9**

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Ratify Purchase of Unbudgeted Fixed Asset**

Ratify purchase of an unbudgeted fixed asset, (1) Quantum LTO-7 Tape Drive, for the Department of Public Works (DPW) in the amount of $3,753.75 from Allied Network Solutions, Inc.

Detailed Description/Background of request

Purchasing was contacted in the middle of July with an immediate need to replace a failed tape drive for DPW. The tape drive is critical to data backup for the department. Therefore the Purchasing Agent authorized the purchase and is now requesting the Board ratify the transaction.

Purchasing requested quotes from vendors and received the following quotes:

Amazon	$4,080.86
Allied Network Solutions, Inc. (ANS)	$3,753.75
Southern Computer Warehouse (SCW)	$4,076.64
CDW-G	$4,089.69

Prior Board Action

None

Fiscal Impact/Funding Source

Unbudgeted (007-57011-610-0), however the modification will be made with the Final Budget.

Action for the Clerk

None.

ATTACHMENTS:

- Amazon Quote (PDF)
- ANS Quote113082 (PDF)
- SCW Quote 1733708 (PDF)

- CDWG Quote MWPX877 (PDF)

Deliver to Angela
Colusa 95932

All ▾ Quantum LTO-7 tape drive

Departments Back to School Request for Quote Amazon Commercial EN Hello, Angela Account for County of Colusa Lists Try Business Prime 0

Computers Laptops Desktops Monitors Tablets Computer Accessories PC Components PC Gaming Deals

Keep your packages secure with Amazon pickup View details ›

‹ Back to results





Click image to open expanded view

Quantum LTO-7 Tape Drive, Half Height, Single TC-L73CN-AR

Brand: Artist Unknown

Price: $3,805.00

Local Business – LAKE FOREST, CA

Digital Storage Capacity	6000 GB
Brand	Artist Unknown
Series	TC-L73CN-AR
Hard Disk Form Factor	3.5 Inches

See more

About this item

- New

Report incorrect product information.



We take security seriously. Super seriously. Package security on your mind? Have it delivered to a secure and convenient Amazon pickup point. Size and weight restrictions may apply. Find out more

$3,805.00 + 275.86 = $4,080.86

FREE delivery **August 2 - 4.** Details

Or fastest delivery **Tuesday, August 2.** Order within 20 hrs 53 mins. Details

Deliver to County - Colusa 95932

Only 1 left in stock - order soon.

Qty: 1

Buying in bulk?

Add to Cart

Secure transaction

Ships from and sold by MEI Storage.

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

Add to List

New (2) from $3,805.00 & **FREE Shipping**

Have one to sell?

Sell on Amazon

Buy it with



Total price: $4,265.64

Add all three to Cart

Some of these items ship sooner than the others. Show details

- ☑ **This item:** Quantum LTO-7 Tape Drive, Half Height, Single TC-L73CN-AR $3,805.00
- ☑ Quantum LTO Ultrium x 1 - Cleaning Cartridge (MR-LUCQN-01), Black $40.70
- ☑ Quantum LTO Ultrium 7 Tape Cartridge 10 Pack $419.94

Customers also viewed these products

Attachment: Amazon Quote (8541 : Ratify Purchase of Unbudgeted Fixed Asset)

Allied Network Solutions, Inc.
5718 Lonetree Blvd.
Rocklin, CA 95765
Phone: 916-774-2670
Fax: 916-774-2654
FEIN# 68-0480187

QUOTE #:	ANSQ113082
Date:	07/18/202

DVBE Certification# 2485

CA Seller Permit# SR KH 97-902196

Prepared For:

Angela Gross
Colusa County
547 Market st
ste 110
Colusa, CA 95932

Phone (530)458-0438

Ship To:

Angela Gross
Colusa County
547 Market st
ste 110
Colusa, CA 95932

Phone (530)458-0438

Prepared By:

Ryan Bort
Intern
rbort@ans-it.com

(916) 774-2670 x116

Contract Number	Payment Terms	FOB	Valid Through
SB/DVBE Option	NET 30	Destination, Freight PPD	08/17/2022

Part Number	Manufacturer	Qty	Unit Price	Extended Price	Taxable
Product Description					
TD-L72BN-AR	QUANTUM	1	$3,500.00	$3,500.00	Y
Quantum LTO-7 Tape Drive, Half Height, Tabletop, 6Gb/s SAS, Black, Kit, TAA Compliant (NAM/LAM ONLY)					

SubTotal		$3,500.0
Sales Tax	0.07250	$253.7
Shipping		$0.0
TOTAL		$3,753.7

Thank you for the opportunity to provide this quote. Quoted prices assume dock-to-dock delivery. Additional charges may apply for inside delivery, liftgate truck, etc. Please advise your sales rep if special delivery is required. Please reference quote number in the upper right-har corner on any purchase order resulting from this quote. Prices quoted are contingent upon contract award of all items. Manufacturer's return policy applies to all items. Return of items may require a restocking fee.

Attachment: ANS Quote113082 (8541 : Ratify Purchase of Unbudgeted Fixed Asset)

Southern Computer Warehouse
1395 S. Marietta Parkway
Building 300
Marietta, Georgia 30067
United States
http://www.scw.com
(P) 877-GOTOSCW
(F) 770.579.8937

Quote (Open)

Date
Jul 18, 2022 01:02 PM EDT

Modified Date
Jul 18, 2022 01:08 PM EDT

Quote #
1733708 - rev 1 of 1

Description
Urgent Quote Request

SalesRep
Ortiz, Andres
(P) 877-GOTOSCW ext. 320

Customer Contact
Gross, Angela
(P) 530-458-0437
angross@countyofcolusa.com

Customer
Colusa County CA (CC31623)
Gross, Angela
547 Market St
Colusa, CA 95932
United States
(P) 530-458-0437

Bill To
Colusa County CA
Payable, Accounts
547 Market St
Colusa, CA 95932
United States

Ship To
Colusa County CA
Ref#, Attn
547 Market St
Colusa, CA 95932
United States

Customer PO:	Terms:	Ship Via:
	Undefined	GROUND
Special Instructions:		**Carrier Account #:**

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1	No image available	Quantum - QUANTUM LTO-7 TAPE DRIVE, HALF HEIGHT, TABLETOP, 6GB/S SAS, BLACK, KIT, TAA COMP	TD-L72BN-AR	Yes	1	$3,801.06	$3,801.06

Note: 6 in stock.
Model TC-L72BN-AR, not available

Contract
Open Market - Open Market

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.

Subtotal:	**$3,801.06**
Tax (7.2500%):	$275.58
Shipping:	$0.00
Total:	**$4,076.64**

Attachment: SCW Quote 1733708 (8541 : Ratify Purchase of Unbudgeted Fixed Asset)

QUOTE CONFIRMATION

DEAR ANGELA GROSS,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MWPX877	7/27/2022	MWPX877	2756962	$4,089.69

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Quantam LTO-7 Tape Drive Mfg. Part#: TD-L72BN-AR Contract: National IPA Technology Solutions (2018011-01)	1	6759654	$3,813.23	$3,813.23

PURCHASER BILLING INFO

Billing Address:
COLUSA COUNTY CENTRAL SERVICES
ACCTS PAYABLE
547 MARKET ST STE 110
COLUSA, CA 95932-2452
Phone: (530) 458-0437
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
COLUSA COUNTY CENTRAL SERVICES
PURCHASING AND PROCUREMENT
547 MARKET ST STE 110
COLUSA, CA 95932-2452
Shipping Method: DROP SHIP-GROUND

SUBTOTAL	$3,813.23
SHIPPING	$0.00
SALES TAX	$276.46
GRAND TOTAL	$4,089.69

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

Brian Clouser | (866) 339-4119 | briaclo@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Attachment: CDWG Quote MWPX877 (8541 : Ratify Purchase of Unbudgeted Fixed Asset)

COUNTY OF COLUSA, CA **2.10**

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **1st Modification to Maggiora Bros Drilling (C20-172) CSA 2**

Approve 1st Modification to **Maggiora Bros Drilling** to drill and construct a replacement water supply well for existing CSA No. 2 well.

Detailed Description/Background of request

On August 15, 2020, the parties executed contract C20-172 to drill and construct a replacement water supply well for existing Well No. 2 and associated wellhead completion components and a pipeline to the existing water treatment facility and municipal water supply distribution system. The work may also include an Owner option to drill and construct a replacement water supply well for existing Well No. 1 and associated wellhead completion components and connection pipeline.

The Contractor has provided services under the terms of the contract since the Notice to Proceed was issued, but due to the actual work being delayed until late February 2021 due to COVID related sicknesses within Maggiora's field crew; the availability of staffing became an ongoing hurdle during the course of the project, as well as exacerbated supply chain delays and in some cases unavailability of materials resulting in substitution of components.

Prior Board Action

August 15, 2020 the Board approved contract no. C20-172

Fiscal Impact/Funding Source

None for this modification

Action for the Clerk

Number contract, send to Maggiora for signature; Attn Michael Maggiora, Corporate Secretary, 595 Airport Blvd., Watsonville, CA 95076. Send CBO to DPW and copy of fully executed contract when received.

ATTACHMENTS:

- 1st Mod Maggiora (DOCX)
- Draft Const Plans_Colusa County_CSA2_Well 2 Replacement_s (PDF)
- Colusa_Opinion of Construction Costs (PDF)

- C20-172 Maggiora Bros, Drilling Inc (PDF)

C22-

First Modification to C20-172 for

This First Modification of construction services contract is between Colusa County (County), a political subdivision of the State of California, and Maggoria Bros. Drilling, Inc. (Contractor) a California Corporation and licensed General Contractor in the State of California.

Background

On August 15, 2020, the parties executed contract C20-172 to drill and construct a replacement water supply well for existing Well No. 2 and associated wellhead completion components and a pipeline to the existing water treatment facility and municipal water supply distribution system. The work may also include an Owner option to drill and construct a replacement water supply well for existing Well No. 1 and associated wellhead completion components and connection pipeline.

The Contractor has provide services under the terms and conditions of the contract since the Notice to Proceed was issued, but due to the actual work being delayed until late February 2021 due to COVID-19 related sicknesses within Maggiora's field crew, the availability of staffing became an ongoing hurdle during the course of the project, as well as exacerbated supply chain delays and in some cases unavailability of materials resulting in substitution of components.

The parties agree to modify the term of the contract to a date certain for completion verses 50 business days.

Modification

The parties agree to modify the Contract effective August 16, 2022, as follows:

1. Section 2, Term is deleted in its entirety and replaced with the following:

> "This Contract shall begin on the date of issuance of the Notice to Proceed and shall continue uninterrupted until all requested services are completed, but no later than September 30, 2022".

COUNTY OF COLUSA

_____Date:_____
J. Merced Corona, Chairman

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

MAGGIORA BROS DRILLING, INC.

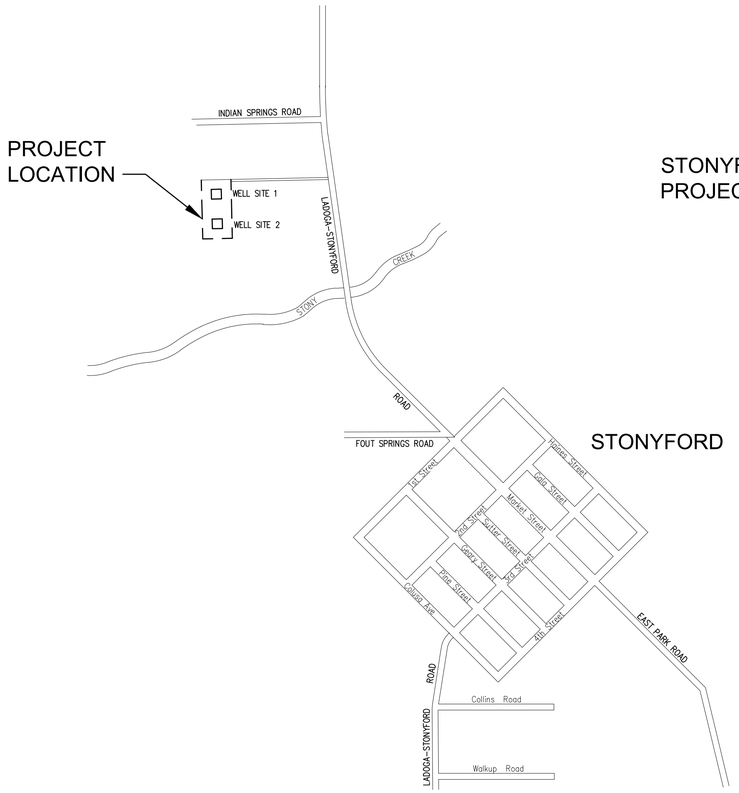
_____Date:_____
Michael F. Maggiora, Corporate Secretary

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

_____
Patricia Rodriguez, Clerk

Attachment: 1st Mod Maggiora [Revision 1] (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

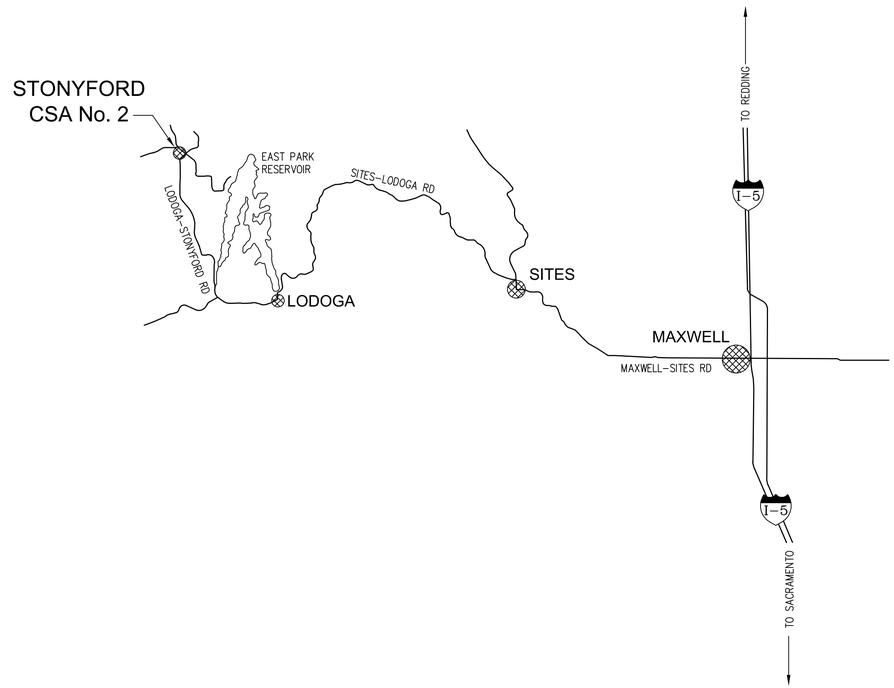
COUNTY OF COLUSA
COUNTY SERVICE AREA No. 2, STONYFORD, CALIFORNIA 95979
WELL 2 AND PIPELINE REPLACEMENT



PROJECT SITE MAP
NTS



VICINITY MAP
NTS



LOCATION MAP
NTS

INDEX OF SHEETS

G1	TITLE SHEET
G2	NOTES, SYMBOLS AND ABBREVIATIONS
C1	WELL SITE AND PIPELINE PLAN
C2	WELL SECTION AND DETAILS
C3	DETAILS
E0.1	ELECTRICAL SITE PLAN, WIRING METHODS, NOTES, ONE-LINE DIAGRAM AND DETAILS
E0.2	ELECTRICAL EQUIPMENT ELEVATIONS, CONTROL SCHEMATIC, AND MOTOR STARTER
E1.1	WELL #1 AND WELL #2 ENLARGED ELECTRICAL PLANS

CONTACT / SIGNATURE BLOCKS

4/28/2020
COLUSA COUNTY, DEPARTMENT OF PUBLIC WORKS — DATE

4/27/2020
SPECIALIZED UTILITY SERVICES PROGRAM, ENGINEER — DATE

NO.	DATE	REVISIONS	BY	CHK

DRAWN: MAH | PROJECT NO:
ENGINEER: JB | SCALE:
CHECKED: — | APPROVED:
DATE: 4/27/20 | DATE:

WARNING
0 1"
AT FULL SCALE
(IF BAR IS NOT 1" - SCALE ACCORDINGLY)

California Rural Water Association

CRWA
1234 N. MARKET BLVD
SACRAMENTO, CA 95834
(916) 553-4900

USA NORTH 811 Call 811 Before You Dig
CALL AT LEAST TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER — JEFFREY C. BESCHEN — No. 0043803 — Exp. 6/30/21 — CIVIL — STATE OF CALIFORNIA

COLUSA COUNTY CSA No. 2 - STONYFORD

TITLE SHEET

SHEET NO: G1
1

C:\Users\Mary\Dropbox\WORK\CRWA\20 COLUSA\STONYFORD 4-27-20.dwg 4-27-20 05:01:16 PM Mary

Attachment: Draft Const Plans_Colusa County_CSA2_Well 2 Replacement_s (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THE COLUSA COUNTY STANDARD CONSTRUCTION SPECIFICATIONS AND THE CONTRACT SPECIFICATIONS AS THEY PERTAIN TO THE WORK DEPICTED HEREIN.
2. UTILITIES SHOWN ARE ONLY APPROXIMATE AND THE CONTRACTOR IS ADVISED TO INVESTIGATE EACH UTILITY SHOWN AS WELL AS BE AWARE OTHER UTILITIES NOT SHOWN MAY EXIST. SEE USA NOTICE AT THE BOTTOM OF THIS SHEET.
3. PRIOR TO TRENCH EXCAVATION, THE CONTRACTOR SHALL POTHOLE TIE–IN LOCATIONS AND ANY UTILITIES TO BE CROSSED TO VERIFY THAT NO GRADE CONFLICTS EXIST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING NEW WATER PIPING OVER OR UNDER EXISTING UTILITY IF GRADE CONFLICT OCCURS.
4. WATER MAINS SHALL HAVE A MINIMUM OF 36" COVER UNLESS NOTED OTHERWISE.
5. THRUST BLOCKS FOR WATER PIPING SHALL BE PER THRUST BLOCK DETAIL ON PLANS.
6. PIPE JOINT DEFLECTION SHALL BE USED TO ACCOMMODATE BENDS FOR VERTICAL AND HORIZONTAL ALIGNMENT UNLESS NOTED OTHERWISE ON THE DRAWINGS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL WATER SHUTDOWNS WITH COLUSA COUNTY A MINIMUM OF TWO WORKING DAYS IN ADVANCE.
8. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, AND TO PROVIDE FOR THE PROPER AND CONTINUOUS SAFE ROUTING OF VEHICLE AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO WORKING HOURS.
9. FOR ALL TRENCHING EXCAVATIONS 5 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF INDUSTRIAL SAFETY PRIOR TO BEGINNING ANY EXCAVATION. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
10. THE CONTRACTOR SHALL MAINTAIN ALL WATER FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE NEW WATER IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
11. TEMPORARY EASEMENTS FOR TEMPORARY WORKING SPACE, VEHICLE AND EQUIPMENT PARKING, AND MATERIAL STORAGE SHALL NOT BE USED IN ANY MANNER THAT WILL CAUSE PERMANENT DEFACEMENT OF THE PROPERTY. THE CONTRACTOR SHALL RESTORE ALL TEMPORARY EASEMENT AREAS TO THEIR ORIGINAL CONDITION AT PROJECT CLOSEOUT.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR CIVIL ENGINEER AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT.
13. CONTRACTOR SHALL VERIFY DIMENSIONS AND CONDITIONS ON THE JOB. RESOLVE ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND INFORMATION SHOWN ON DRAWINGS WITH ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY CONDITIONS INCLUDING, BUT NOT LIMITED TO, SUPPORTS, BRACING, SHORING, AND SAFETY TO ACHIEVE FINISHED CONDITIONS.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES.
16. WORK SEQUENCING, DRILL AND T4EST WELL #2 FIRST. OWNER WILL DETERMINE WHETHER TO INSTALL WELLHEAD COMPLETION AND PIPELINES BASED ON WELL PRODUCTION CAPACITY. OWNER WILL DETERMINE WHETHER TO DRILL WELL #1 BASED ON PRICE.
17. CONTRACTOR SHALL SUPPLY AND INSTALL ONLY AMERICAN MADE IRON AND STEEL PRODUCTS.

ABBREVIATIONS

AB	= AGGREGATE BASE	T	= TOP
AC	= ASPHALTIC CONCRETE	TBC	= TOP BACK OF CURB
ARV	= AIR RELEASE VALVE	TC	= TOP OF CURB
AVRV	= AIR/VACUUM RELEASE VALVE	TEL	= TELEPHONE
B	= BOTTOM	TFC	= TOP FACE OF CURB
BC, PC	= BEGIN CURVE	TOB	= TOP OF BANK
BLDG	= BUILDING	TOS	= TOP OF SURFACE
BFV	= BUTTERFLY VALVE	TP	= TOP OF PAVEMENT
C	= CENTER	TW	= TOP OF WALL
CJ	= CONTROL JOINT	(TYP)	= TYPICAL
CL	= CENTER LINE/CLASS	UG	= UNDERGROUND
CLR	= CLEARANCE	W	= WATER
CO	= CLEAN OUT		
CONC	= CONCRETE		
CONT	= CONTINUOUS		
CMP	= CORRUGATED METAL PIPE		
D	= DRAIN		
DET	= DETAIL		
DI	= DRAIN INLET		
DIA	= DIAMETER		
DIP	= DUCTILE IRON PIPE		
DWG	= DRAWING		
E	= EASTING		
(E)	= EXISTING		
EA	= EACH		
EG	= EXISTING GROUND		
EL/ELEV	= ELEVATION		
EP	= EDGE OF PAVEMENT		
EW	= EACH WAY		
FCA	= FLANGE COUPLING ADAPTOR		
FF	= FINISH FLOOR		
FG	= FINISH GRADE		
FH	= FIRE HYDRANT		
FL	= FLOW LINE/FLANGED		
FM	= FORCE MAIN		
FT	= FEET		
GALV	= GALVANIZED		
GV	= GATE VALVE		
HDPE	= HIGH DENSITY POLYETHYLENE PIPE		
HP	= HORSE POWER		
IE	= INVERT ELEVATION		
INV	= INVERT		
IRR	= IRRIGATION		
LAT	= LATERAL		
LF	= LINEAR FEET		
LS	= LEVEL SWITCH		
LT	= LEVEL TRANSMITTER		
M	= MOTOR		
MAX	= MAXIMUM		
MCC	= MOTOR CONTROL CENTER		
MFR	= MANUFACTURER		
MIN	= MINIMUM		
N	= NORTHING		
(N)	= NEW		
NTS	= NOT TO SCALE		
OC	= ON CENTER		
OD	= OUTSIDE DIAMETER		
PE	= PLAIN END		
PG&E	= PACIFIC GAS & ELECTRIC		
PH	= PHASE		
(P)	= PROPOSED		
PP	= POWER POLE		
RCP	= REINFORCED CONCRETE PIPE		
REINF	= REINFORCEMENT		
REQ'D	= REQUIRED		
SCH	= SCHEDULE		
SB	= SET BACK		
SD	= STORM DRAIN		
SDMH	= STORM DRAIN MAN HOLE		
SF	= SQUARE FEET		
SHT	= SHEET		
SS	= SANITARY SEWER		
SST	= STAINLESS STEEL		
STA	= STATION		
STD	= STANDARD		
STL	= STEEL		
SQ	= SQUARE		

SITE SYMBOLS LEGEND

PLAN
(SCALE AS NOTED)

ARROW INDICATES DIRECTION OF PLAN NORTH

INDICATES SECTION I.D. NUMBER

SECTION B / C3

INDICATES SHEET WHERE SECTION WAS CUT
(–) INDICATES SECTION FOUND ON SAME SHEET

INDICATES DETAIL I.D. NUMBER

DETAIL 2 / C3

INDICATES SHEET WHERE DETAIL APPLIES
(–) INDICATES DETAIL FOUND ON SAME SHEET

ARROW AND/OR FLAG INDICATES DIRECTION OF SECTION CUT

A / C7

INDICATES SECTION I.D. LETTER

INDICATES SHEET WHERE SECTION IS LOCATED

2 / C5

INDICATES DETAIL I.D. NUMBER

INDICATES SHEET WHERE DETAIL IS LOCATED

SITE SYMBOLS LEGEND

- SURVEY CONTROL POINT
- FOUND MONUMENT AS NOTED
- TELEPHONE POLE
- 12"SD — STORM DRAIN & SIZE
- 6"SS — SANITARY SEWER & SIZE
- 6"FM — SEWER FORCE MAIN & SIZE
- CO — CLEAN OUT
- 8"W — WATER MAIN & SIZE
- 6"RW — RAW WATER MAIN & SIZE
- 6"IRR — NON–POTABLE WATER
- LARGE PIPELINE
- PIPELINE BENEATH CONCRETE OR STRUCTURE
- T — TELEPHONE LINE (UNDERGROUND)
- E — ELECTRIC LINE (UNDERGROUND)
- FO — FIBER OPTIC (UNDERGROUND)
- C — COMMUNICATION
- GAS — GAS
- OHE — OVER HEAD WIRE
- MH — MANHOLE
- DRAIN INLET
- FH — FIRE HYDRANT
- GATE VALVE (NORMALLY OPEN)
- GATE VALVE (NORMALLY CLOSED)
- CHECK VALVE
- BUTTERFLY VALVE
- BALL VALVE
- REDUCER
- WATER METER
- BLOW OFF VALVE
- PROPERTY LINE
- RIGHT OF WAY
- CENTERLINE
- POST & CABLE BARRIER
- x — x — FENCE
- 10 — INDEX CONTOUR LINE
- 2 — INTERMEDIATE CONTOUR LINE
- 75.8 — FLOWLINE ELEVATION
- SHEET DRAINAGE FLOW
- DITCH DRAINAGE FLOW
- SLOPE (CUT or FILL)

NO.	DATE	REVISIONS	BY	CHK

DRAWN: MAH
ENGINEER: JB
CHECKED: ––
DATE: 4/27/20

PROJECT NO:
SCALE:
APPROVED:
DATE:

WARNING
0 1"
AT FULL SCALE
(IF BAR IS NOT 1" - SCALE ACCORDINGLY)

California Rural Water Association

CRWA
1234 N. MARKET BLVD
SACRAMENTO, CA 95834
(916) 553-4900

USA NORTH 811 Call 811 Before You Dig
CALL AT LEAST TWO WORKING DAYS BEFORE YOU DIG

REGISTERED PROFESSIONAL ENGINEER
JEFFREY C. BROSCHEID
No. 0043903
Exp. 6/30/21
CIVIL
STATE OF CALIFORNIA

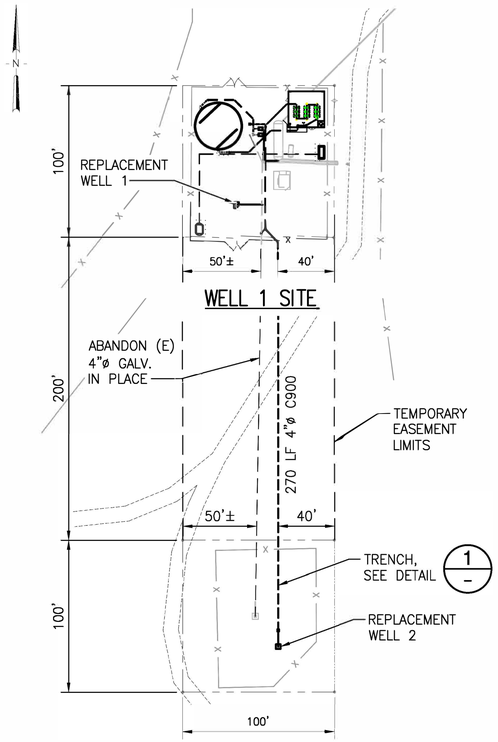
COLUSA COUNTY CSA No. 2 - STONYFORD

NOTES, SYMBOLS AND ABBREVIATIONS

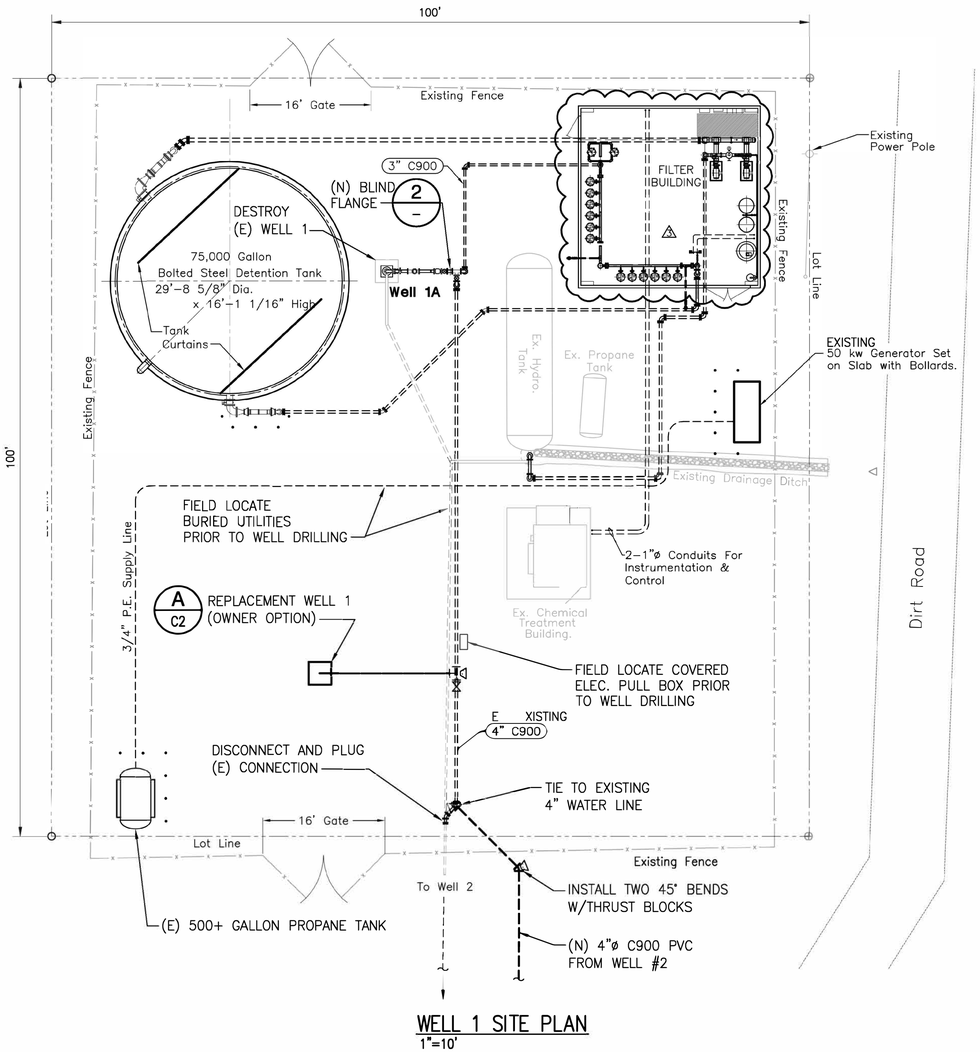
SHEET NO: G2
2

C:\Users\Mary\Dropbox\WORK\CRWA\20 COLUSA\STONYFORD 4-27-20.dwg 4-27-20 05:01:04 PM Mary

Attachment: Draft Const Plans_Colusa County_CSA2_Well 2 Replacement_s (8573 : 1st Modification Maggiora Bros Drilling (C20-172))



SYSTEM LAYOUT
1"=50'

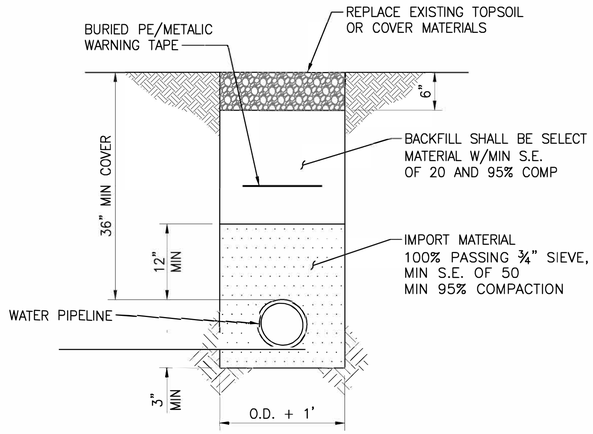


WELL 1 SITE PLAN
1"=10'

NOTES:

1. WELL #1 WILL BE LOCATED BASED ON FIELD LOCATES OF BURIED UTILITIES.

2. THE 100 YEAR FLOOD ELEVATION WAS DEFINED AT 1,153.4 TO 1,153.6 FEET (FRICKE REPORTS JAN. AND FEB 2004). TOP OF WELLHEAD CASING AND WELL SEAL SHALL BE AT AN ELEVATION 1,155.0.



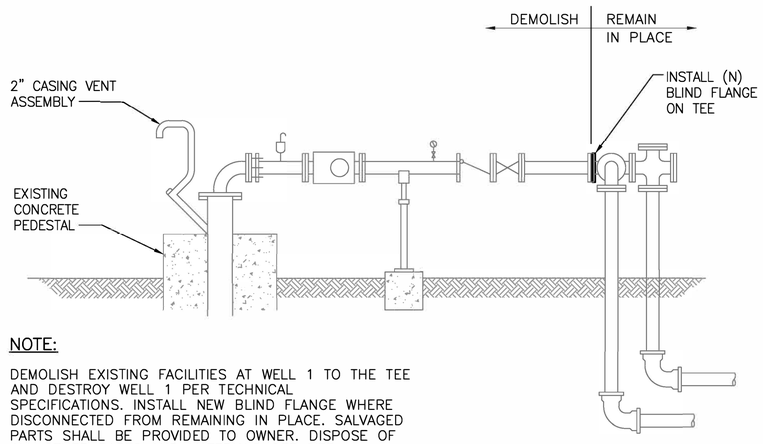
UNIMPROVED AREAS

NOTES:

1. ALL TRENCH WORK 5' AND DEEPER SHALL HAVE APPROVED TRENCH SLOPING OR SHORING PLAN.

2. ALL TRENCHES SHALL BE EITHER PROPERLY BACKFILLED OR COVERED W/STEEL PLATES AT THE END OF EACH WORKING DAY.

TRENCH DETAIL 1/–
NTS



NOTE:

DEMOLISH EXISTING FACILITIES AT WELL 1 TO THE TEE AND DESTROY WELL 1 PER TECHNICAL SPECIFICATIONS. INSTALL NEW BLIND FLANGE WHERE DISCONNECTED FROM REMAINING IN PLACE. SALVAGED PARTS SHALL BE PROVIDED TO OWNER. DISPOSE OF ALL OTHER PARTS AND MATERIALS OFF SITE.

WELL 1 EXISTING PIPING 2/–
1/2"=1'-0"

NO.	DATE	REVISIONS	BY	CHK

DRAWN: MAH
ENGINEER: JB
CHECKED: __
DATE: 4/27/20

PROJECT NO:
SCALE: AS NOTED
APPROVED:
DATE:

WARNING
0 1"
AT FULL SCALE
(IF BAR IS NOT 1" - SCALE ACCORDINGLY)

California Rural Water Association

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SACRAMENTO, CA 95834
(916) 553-4900

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REGISTERED PROFESSIONAL ENGINEER JEFFREY C. BROSCHEID No. 0043803 Exp. 6/30/21 CIVIL STATE OF CALIFORNIA

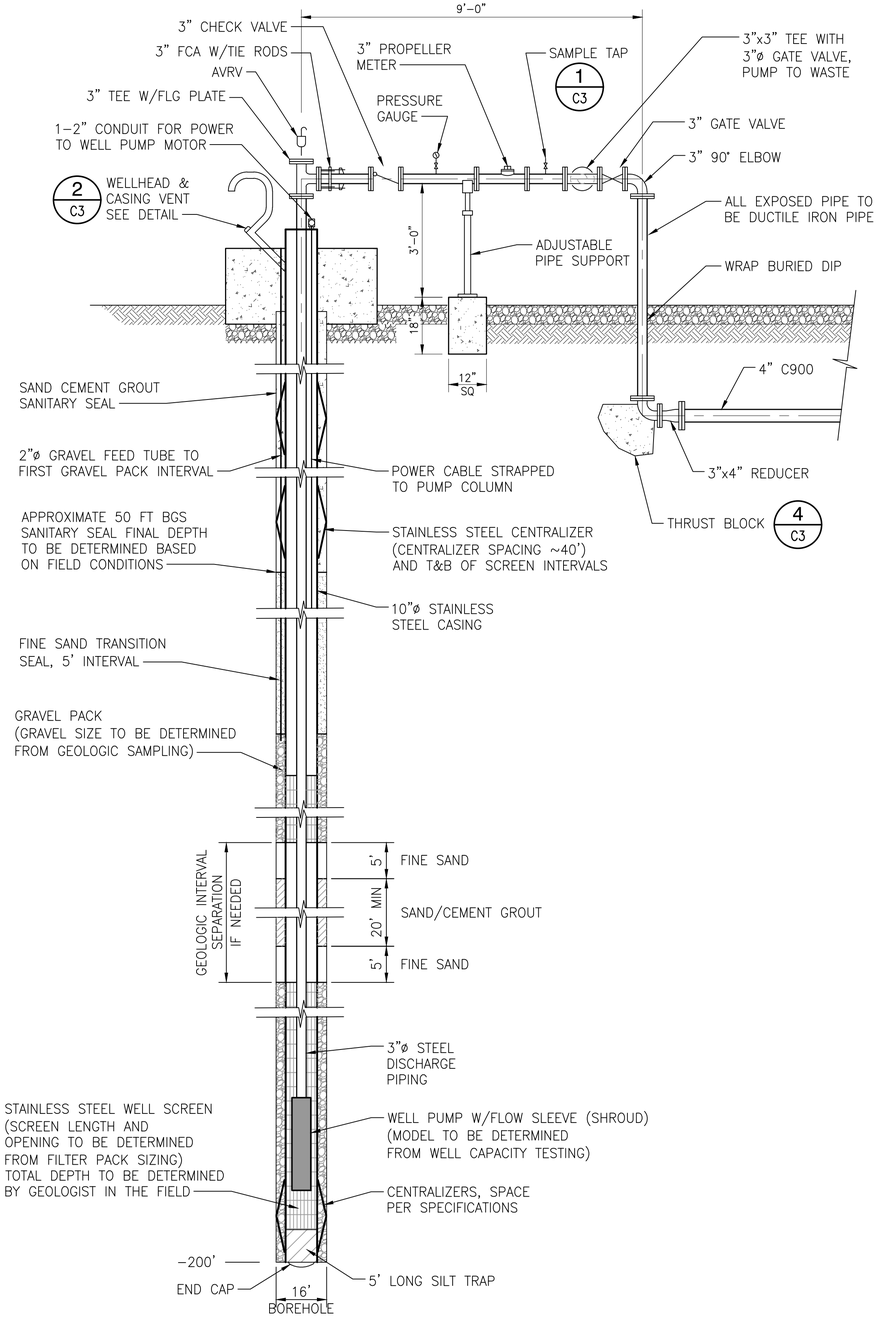
COLUSA COUNTY CSA No. 2 - STONYFORD

WELL SITE AND PIPELINE PLAN

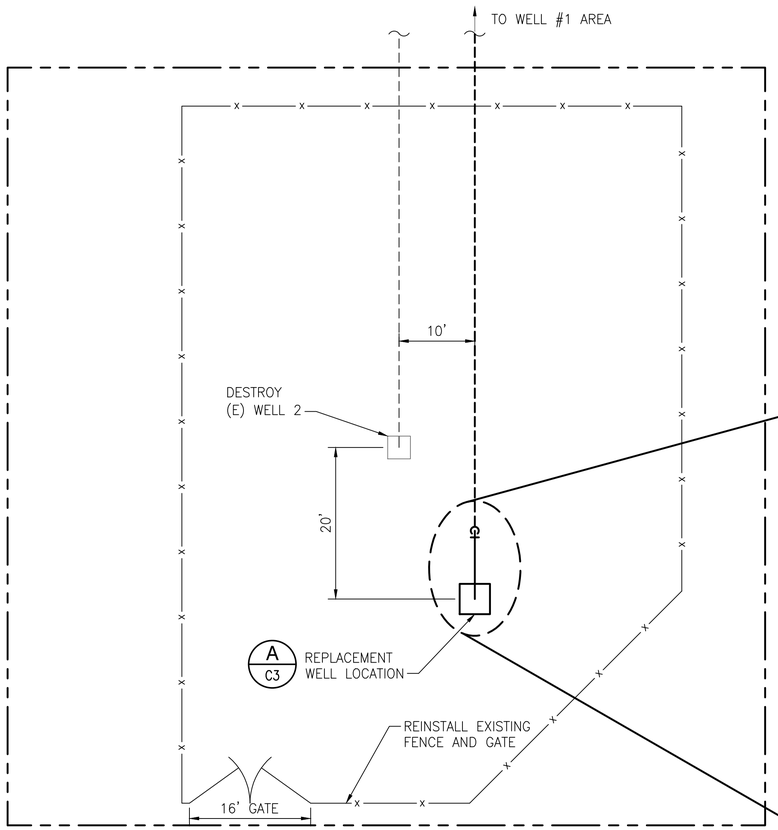
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3

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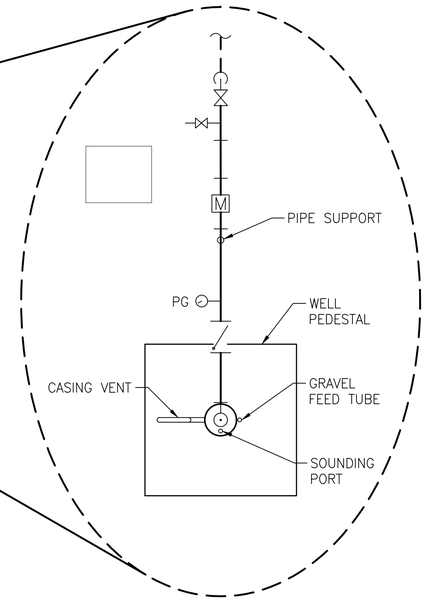
Attachment: Draft Const Plans_Colusa County_CSA2_Well 2 Replacement_s (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

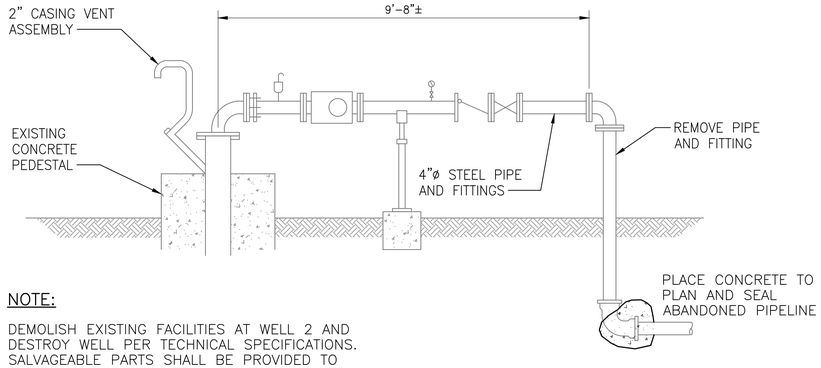


REPLACEMENT WELL TYPICAL SECTION A C1
NTS



WELL 2 SITE PLAN
1"=10'





NOTE:

DEMOLISH EXISTING FACILITIES AT WELL 2 AND DESTROY WELL PER TECHNICAL SPECIFICATIONS. SALVAGEABLE PARTS SHALL BE PROVIDED TO OWNER. DISPOSE OF ALL OTHER PARTS AND MATERIALS OFF SITE.

EXISTING WELL 2 STATION PIPING
1/2"=1'-0"

WELL NOTES:

1. FINAL WELL DEPTH, PUMP SETTING, LENGTH AND SIZE OF SCREEN, GRAVEL PACK DEPTH AND GRADATION, AND CEMENT GROUT SEAL DEPTH TO BE DETERMINED BY LICENSED GEOLOGIST BASED ON EXPLORATORY (PILOT) BORING.
2. WELL SHALL COMPLY WITH CALIFORNIA WATER WELL STANDARDS.
3. CONTRACTOR SHALL SUBMIT WATER AND SEDIMENT MANAGEMENT PLAN PRIOR TO BEGINNING FIELD ACTIVITIES.
4. WELLHEAD COMPLETION AND PIPELINE WORK DEPENDENT ON SATISFACTORY WELL PRODUCTION CAPACITY AT WELL #2.

NO.	DATE	REVISIONS	BY	CHK

DRAWN: MAH | PROJECT NO:
ENGINEER: JB | SCALE: AS NOTED
CHECKED: -- | APPROVED:
DATE: 4/27/20 | DATE:

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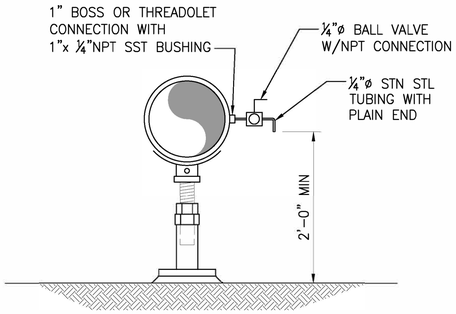
COLUSA COUNTY CSA No. 2 - STONYFORD

WELL SECTION AND DETAILS

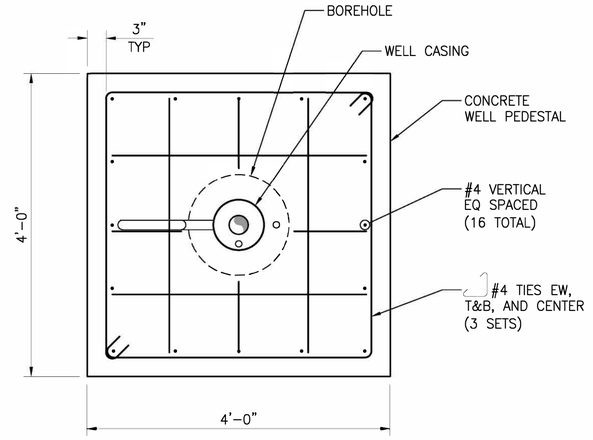
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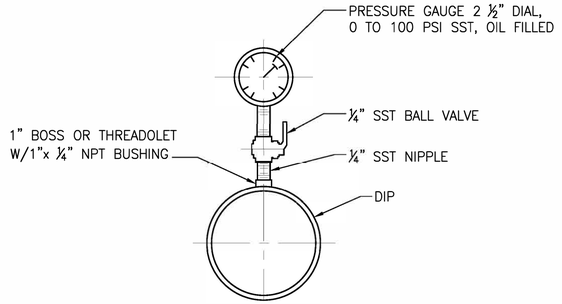
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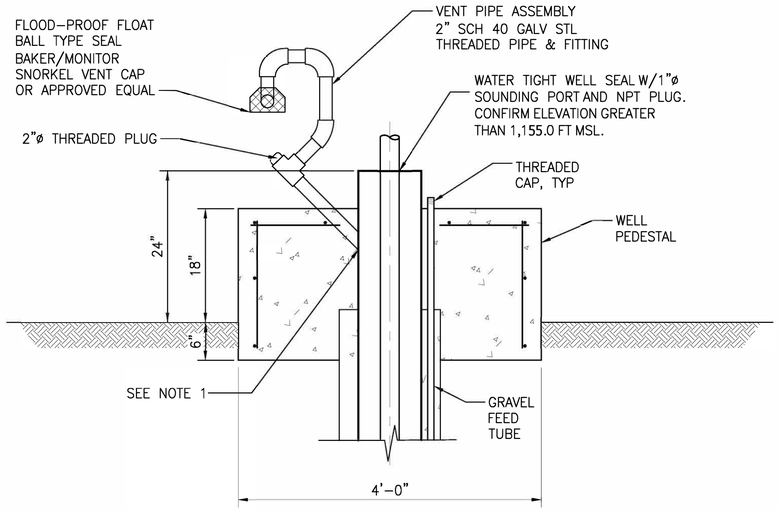
SAMPLE TAP — 1 / C2
NTS



WELL PEDESTAL PLAN REINFORCING DETAIL — 3 / –
NTS



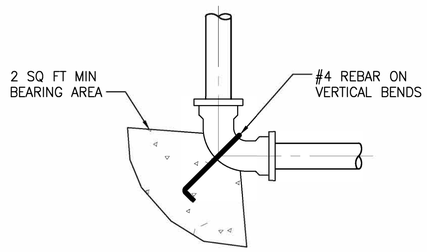
PRESSURE GAUGE DETAIL — 5 / –
NTS



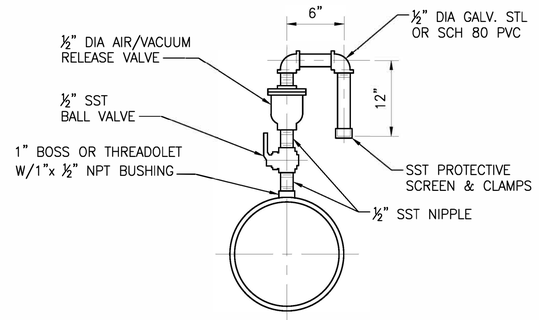
NOTE:

1. REMOVE GALV. COATING FROM PIPE. CENTER HOLE IN CASING. WELD PIPE TO WELL CASING. SEAL WELD.

WELLHEAD AND CASING VENT DETAIL — 2 / –
NTS



THRUST BLOCK DETAIL — 4 / –
NTS



AIR/VACUUM RELEASE VALVE DETAIL — 6 / –
NTS

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COLUSA COUNTY CSA No. 2 - STONYFORD

DETAILS

SHEET NO: C3
5

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Attachment: Draft Const Plans_Colusa County_CSA2_Well 2 Replacement_s (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

PANEL: A		VOLTAGE: 120/240					BUS: 200A	
TYPE: (E) SQ-D LOAD CENTER		3 PHASE 4 WIRE					MOUNT: SURFACE	
LOAD	KVA	C.B.	No.	S / N	No.	C.B.	KVA	LOAD
WELL 1 7 /12 HP	9.1	60 / 3	1		2	30		TVSS
			3		4			
			5		6	3		
WELL 2 7 /12 HP	9.1	60 / 3	7		8	20	2.4	STRIP HEATERS
			9		10	2		
			11		12	–		SPACE
GENERATOR BATTERY CHARGER	0.2	20 / 2	13		14	20/1	0.5	RECEPTACLES
GENERATOR HEATER			15		16	20/1		LIGHTING
SPACE		–	17		18	–		SPACE
SPARE		20/1	19		20	20/1	0.2	WELL PUMP CONTROL

KVA:
21.7KVA + 2.3(25%L.M.) = 24.0

LOAD CALCULATION

	3ø	2ø
WELL PUMP MOTORS	18.2 KVA	
25% LARGEST MOTOR	2.3 KVA	
SINGLE PHASE LOAD		3.5 KVA
	20.5 KVA	3.5 KVA
AMPS	49.4 KVA	14.6 KVA

MINIMUM SERVICE REQUIRED = 49.4A + 14.6A = 64.0A
EXISTING 200A, 120/240V, 3ø, 4W DELTA IS SUFFICIENT TO SERVE THIS LOAD

PROVIDE LABEL PER CEC 110.16

[1] EXISTING LOAD ON EXISTING C.B.

[2] 'C' PHASE IS "HIGH-LEG" IN THIS INSTALLATION

[3] REPLACE 90A/3P C.B. IN 1,3,5; 2,4,6 WITH 60A/3P C.B. IN 1,3,5.

[4] REPLACE 45A/3P C.B. IN 7,9,11 WITH 60A/3P C.B.

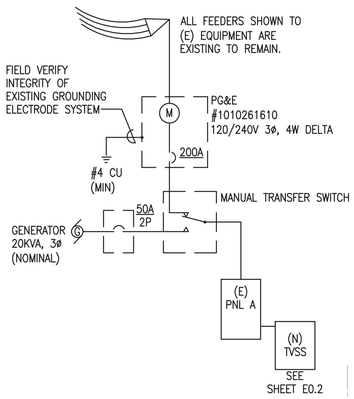
[5] PROVIDE NEW 15A/1P CIRCUIT BREAKER WITH BLOCK-ON CLIP.

[6] CONNECT 120/240V DELTA RATED TYPE 2 TVSS. READ INSTALLATION INSTRUCTIONS FOR CONNECTION REQUIRED TO "HIGH LEG". NOTE: SPDT CONTACT SET IS AVAILABLE FOR REMOTE MONITORING. COORDINATE CONNECTION REQUIREMENTS WITH STONYFORD DEPT. OF PUBLIC WORKS. PROVIDE (N) 30A/3P C.B.

IF NOT EXISTING, PROVIDE WITH EQUIPMENT GROUND BUS & INSTALL (N) #6 THWN CU BACK TO GROUNDING CONNECTION IN SERVICE EQUIPMENT.

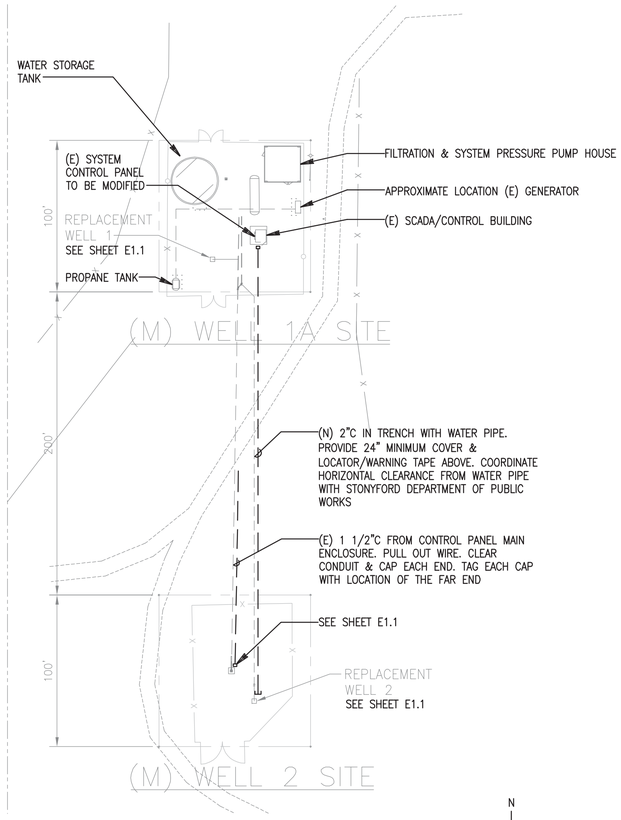
ONE-LINE DIAGRAM

NO SCALE



WIRING METHODS

1. ALL WIRES SHALL BE COPPER WITH 600V INSULATION.
2. ALL WIRING SHALL BE IN CONDUIT
3. CONDUIT MAY BE EMT ABOVE +3' EXCEPT THAT RIGID STEEL SHALL BE USED WHERE SUBJECT TO PHYSICAL DAMAGE OR AS NOTED.
4. COAT CUT ENDS OF STEEL STRUT AND EXPOSED THREADS IN RSC WITH COLD GALVANIZING COMPOUND TO PREVENT CORROSION – ZRC BRAND OR EQUAL.
5. ALL CONDUIT BELOW GRADE SHALL BE SCH 40 PVC WITH AT LEAST 24" COVER
6. CONDUIT RISERS FROM BELOW GRADE SHALL BE RSC WRAPPED WITH CORROSION PROTECTION TAPE BELOW GRADE TO +24".
7. ALL CONDUIT OR EMT SHALL BE SUPPORTED WITHIN 3' OF A TERMINATION OR A BEND AND 10' O.C. PER CEC.
8. EMT WHERE USED SHALL BE PROVIDED WITH STEEL COMPRESSION CONNECTORS & COUPLINGS. CONNECTORS SHALL HAVE INSULATED THROATS.



PROJECT SITE PLAN

SCALE: 1" = 50'-0"

ELECTRICAL SYMBOLS

SYMBOL	DESCRIPTION
○	LIGHTING FIXTURE CEILING OR PENDANT
◻	LIGHTING FIXTURE, RECESSED
○	LIGHTING FIXTURE, WALL MOUNTED
▭	FLUORESCENT LIGHTING FIXTURE– RECESSED
○	FLUORESCENT LIGHTING FIXTURE– SUSPENDED OR SURFACE MOUNTED
⊸	FLUORESCENT LIGHTING FIXTURE SURFACE STRIP
⊠ ⊗ ⊗	BATTERY EMERGENCY LIGHT, CEILING MTD EXIT LIGHT, WALL MTD EXIT LIGHT – MIN HT 80" NOTE: SHADE IS FACE OF SIGN.
⊸	DUPLEX RECEPTACLE OUTLET 20A, 125V, +15" TO BOTTOM OF BOX (B.O.B.)
⊸	FOURPLEX RECEPTACLE OUTLET 20A, 125V, HEIGHT AS NOTED (MIN +15" B.O.B.)
⊸	MOUNT OUTLET ABOVE COUNTER OR BACKSPLASH
⊸	DUPLEX RECEPTACLE IN CEILING ABOVE WINDOW
▼ ▽ ▼	TELEPHONE, DATA, COMBINATION OUTLET (WITH 1#12 PULL WIRE TO ABV CLG)(MIN 15" BOB)
◻	JUNCTION BOX
Ⓐ	FIXTURE TAG–'A' DENOTES FIXTURE TYPE
$	SINGLE POLE TOGGLE SWITCH, 20A, 120–277V AT +48" CL OF TOGGLE
$ₒ	SUBSCRIPT DENOTES OUTLET OR FIXTURE CONTROLED @ +48" CL OF TOGGLE
$₃	THREE WAY TOGGLE SWITCH 20A, 120–277V AT +48" CL OF TOGGLE
Ⓞ	CEILING MOUNTED OCCUPANCY SENSOR
⊸	WALL MOUNTED SINGLE CONTACT OCCUPANCY SENSOR AT +48" CL OF SENSOR
⊸	WALL MOUNTED DUAL CONTACT OCCUPANCY SENSOR AT +48" CL OF SENSOR
TS PC	TIME SWITCH, PHOTOCELL
▨	MAIN SWITCHBOARD
▬	LIGHTING OR DISTRIBUTION PANELBOARD
▱	TERMINAL CABINET
F ◻	SAFETY SWITCH – HP RATED – FUSED – NON–FUSED
⊸	MOTOR – M P & S
⊗	EXHAUST FAN – M P & S
AC	MECHANICAL EQUIPMENT I.D. TAG – M P & S
⑦	DUCT TYPE SMOKE DETECTOR, COORDINATE WITH MP&S.
———	CIRCUIT CONCEALED IN CEILING OR WALL, EXPOSED IN SERVICE AREAS
– – –	CIRCUIT CONCEALED IN FLOOR OR UNDERGROUND
———	HOMERUN TO PANELBOARD
—||||—	DENOTES # OF #12 WIRES, NO MARKS= 2#12, 1/2"C,
~~	INDICATES FLEX CONDUIT

B.O.B.	BOTTOM OF J–BOX
C	CONDUIT
CB	CIRCUIT BREAKER
CL	CENTER LINE
EM	EMERGENCY BATTERY BACKUP
G	GROUND
GFI/GFCI	GROUND FAULT CIRCUIT INTERRUPTER
MP&S	SEE MECHANICAL PLANS & SPECIFICATIONS
TTB	TELEPHONE TERMINAL BOARD
MSB	MAIN SWITCHBOARD
NL	NIGHT LIGHT – UNSWITCHED
PNL	PANELBOARD
RSC	GALVANIZED RIGID STEEL CONDUIT
(E)	EXISTING
(N)	NEW
(R)	EXISTING TO BE REMOVED OR RELOCATED
UON	UNLESS OTHERWISE NOTED
MTC	EMPTY CONDUIT WITH 1#12 PULL WIRE
WP	WEATHERPROOF – WHILE IN USE IN WET LOCATIONS WHERE APPLIED TO RECEPTACLES

CHASE ELECTRICAL ENGINEERING
CEE 2203619
REGISTERED PROFESSIONAL ENGINEER DAVID M. CHASE E-9539 ELECTRICAL STATE OF CALIFORNIA
RENEWAL DATE 9-30-20
5710 GARFIELD AVE. SUITE C
SACRAMENTO, CA. 95841
(916) 344-4878

NO.	DATE	REVISIONS	BY	CHK

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COLUSA COUNTY CSA NO. 2 - STONYFORD WELL & PIPELINE REPLACEMENT

ELECTRICAL SITE PLAN, WIRING METHOD NOTES, ONE-LINE DIAGRAM, & PANEL SCHEDULE

SHEET NO: 6
E0.1 of 8

Attachment: Draft Const Plans_Colusa County_CSA2_Well 2 Replacement_s (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

MOTOR STARTER SPECIFICATION

THE MOTOR STARTERS SHALL BE PRE CONFIGURED, FUSIBLE COMBINATION STARTERS, NEMA 3R/12 ENCLOSED WITH CLASS R FUSE CLIPS. STARTER TO BE SIZE 2, RATED FOR 60A AT 240V, 3–PHASE, FULL VOLTAGE, NON–REVERSING WITH SOLID STATE MOTOR LOGIC OVERLOAD RELAY (SSOLR) CAPABLE OF PROTECTING MOTORS FROM 5 HP TO 15 HP. THE SSOLR IS TO BE AMBIENT TEMPERATURE INSENSITIVE AND PROVIDE ADDITIONAL PROTECTION AGAINST PHASE LOSS AND LOAD IMBALANCE. THE STARTER SHALL BE CONFIGURED FOR USE WITH A SEPARATE 120V CONTROL CIRCUIT DERIVED FROM PANEL A.

FRONT PANEL CONTROLS AND INDICATORS SHALL INCLUDE:

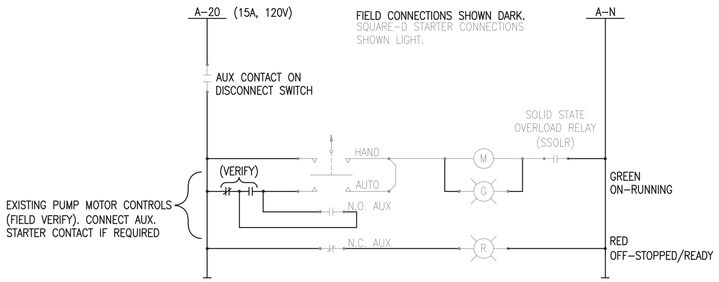
- H–O–A SWITCH
- RESET BUTTON
- RED (OFF) AND GREEN (RUNNING) LED INDICATOR LIGHTS
- AUXILIARY CONTACTS
- SPDT CONTROL DISCONNECT ON THE STARTER DISCONNECT SWITCH

FUSE THE STARTER WITH CLASS RK5 FUSES SIZED AT 175% TO 225% OF THE MOTOR FULL LOAD CURRENT RATING PRESENTED IN CEC TABLE 430.250 OR THE MOTOR NAMEPLATE WHICHEVER IS HIGHER.

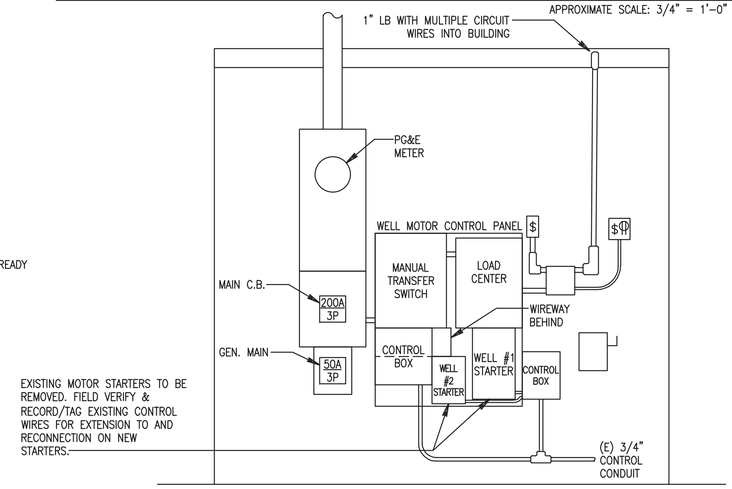
PROVIDE SQUARE–D CLASS 8538, MODEL #SDA42V02H30 OR APPROVED EQUAL HAVING ALL THE SAME FEATURES SPECIFIED HEREIN AND BEING OF APPROXIMATELY THE SAME PHYSICAL SIZE.H

STARTER CONTROL RECONNECTION

FIELD VERIFY ALL EXISTING CONDITIONS



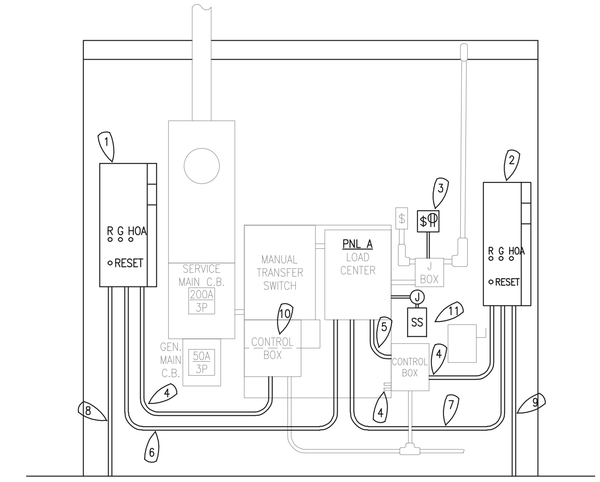
WELL PUMP CONTROL BUILDING WEST EXTERIOR ELEVATIONS



ELEVATION NOTES (NEW CONDITION)

1. WELL #1 STARTER
2. LOCATE NEW WELL #2 STARTER TO LEAVE ADJACENT 'LB' ACCESSIBLE.
3. RELOCATE SWITCH/RECEPTACLE BOX REPLACE RECEPTACLE WITH NEMA 5–20R GFCI. PROVIDE NW BOX COVER WITH W.P. DEVICE COVERS. SEAL ABANDONED BOX OPENING WATERTIGHT. PROVIDE WP HUB IN TOP OF BOX.
4. REROUTE CONTROL WIRES FOR OLD WELL 1 & 2 STARTERS TO NEW STARTERS. PROVIDE NEW 120V CONTROL CIRCUIT AS NEEDED.
5. 1/2"C, (2) #14 THWN CU, (1) #14 THWN CU GND NEW DEDICATED CONTROL CIRCUIT A–20.
6. WELL #1 POWER FEEDER CIRCUIT
   A–1,3,5: 1"C, (3) #6 THWN CU
   (1) #10 THWN CU GND
7. WELL #2 POWER FEEDER CIRCUIT
   A–2,4,6: 1"C, (3) #6 THWN CU
   (1) #10 THWN CU GND
8. WELL #1 MOTOR CIRCUIT
   A–1,3,5: 1 1/2"C, (3) #
   (1) #
9. WELL #2 MOTOR CIRCUIT
   A–2,4,6: 2"C, (3) #
   (1) #
10. LOCATE & REMOVE CONTROL TRANSFORMER (REPLACED WITH 15A/1P, CKT #A–20). FIELD VERIFY ALL CONTROL CONNECTIONS PRIOR TO DISASSEMBLY. REPLACE ANY EXISTING CONTROL RELAYS.
11. TYPE 1/2 TVSS 120/240V DELTA 3–PHASE, 4 WIRE. PROVIDE LEVITON #32412–DS3

EXISTING CONDITION



NEW CONDITION

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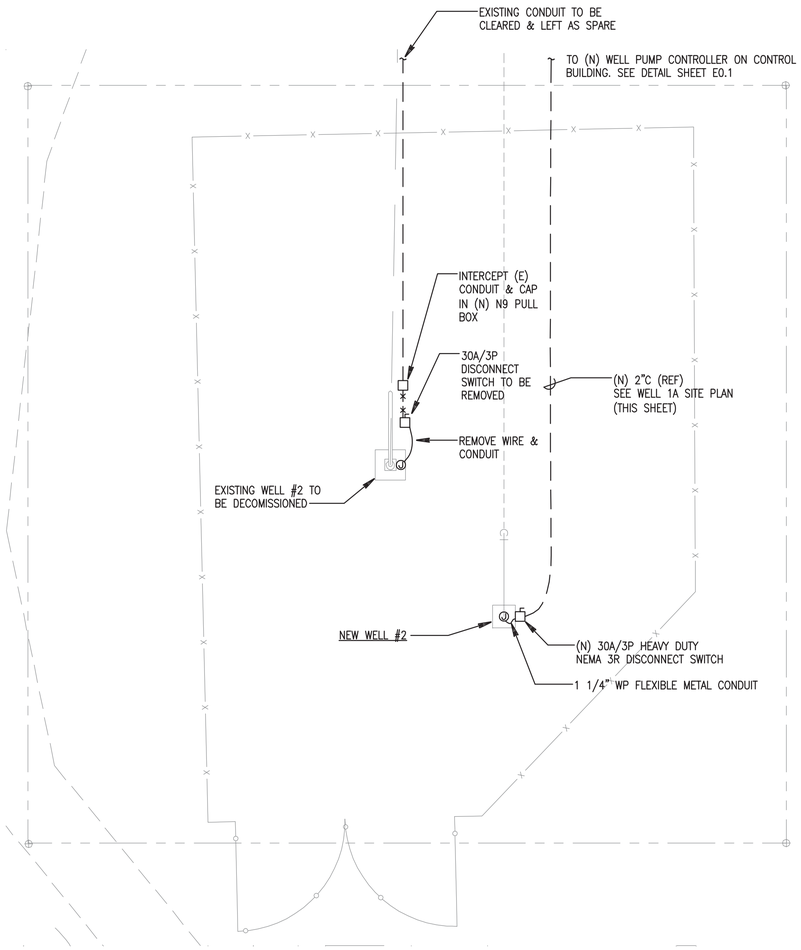
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COLUSA COUNTY CSA NO. 2 - STONYFORD WELL & PIPELINE REPLACEMENT

ELECTRICAL EQUIPMENT ELEVATIONS & MOTOR STARTER SPECIFICATION

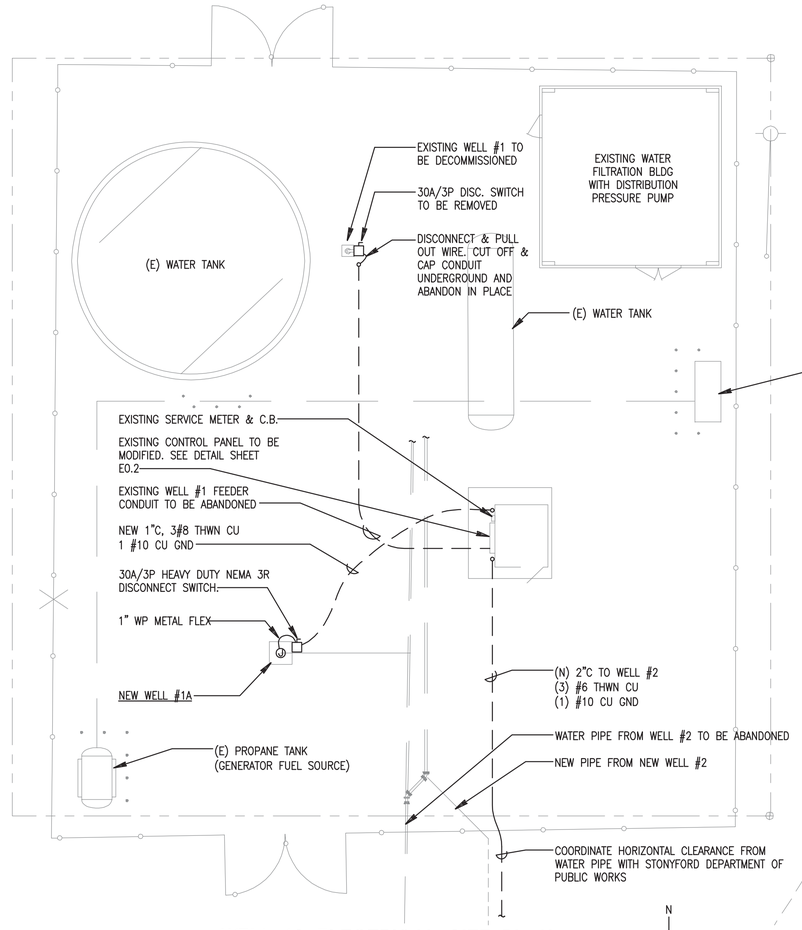
SHEET NO: 7
E0.2
of 8

Attachment: Draft Const Plans_Colusa County_CSA2_Well 2 Replacement_s (8573 : 1st Modification Maggiora Bros Drilling (C20-172))



WELL 2 ELECTRICAL SITE PLAN

SCALE: 1" = 10'-0"



WELL 1A ELECTRICAL SITE PLAN

SCALE: 1" = 10'-0"

CHASE ELECTRICAL ENGINEERING
CEE 2203619

REGISTERED PROFESSIONAL ENGINEER
DAVID M. CHASE
E-9532
ELECTRICAL
STATE OF CALIFORNIA

RENEWAL DATE 9-30-20

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No. 0043803
Exp. 6/30/21
CIVIL
STATE OF CALIFORNIA

COLUSA COUNTY CSA NO. 2 - STONYFORD WELL & PIPELINE REPLACEMENT

WELL 1A & WELL 2 ENLARGED ELECTRICAL SITE PLANS

SHEET NO: 8
E1.1
of 8

Attachment: Draft Const Plans_Colusa County_CSA2_Well 2 Replacement_s (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

Colusa County - CSA 2, Well2 and Pipeline Replacement Projet
Engineer's Opinion of Probable Construction Costs

200-foot Well Depth

	Item	Unit	Quantity	Unit $	Total $
1	Mobilization	LS	1	$ 10,000	$ 10,000
2	Drill 6-inch Boring	VF	200	$ 125	$ 25,000
3	Geophysical Testing	LS	1	$ 3,000	$ 3,000
4	Zone Testing	EA	2	$ 20,000	$ 40,000
5	Drill 16-inch boring/10-inch well	VF	200	$ 350	$ 70,000
6	Well Development	LS	1	$ 10,000	$ 10,000
7	Wellhead Completion	LS	1	$ 28,000	$ 28,000
8	Buried Pipeline	LF	300	$ 100	$ 30,000
9	Well Abandonment	LS	1	$ 10,000	$ 10,000
Subtotal Base Quote					**$ 226,000**
10	Drill 6-inch Boring	VF	200	$ 125	$ 25,000
11	Geophysical Testing	LS	1	$ 3,000	$ 3,000
12	Zone Testing	EA	2	$ 20,000	$ 40,000
13	Drill 16-inch boring/10-inch well	VF	200	$ 350	$ 70,000
14	Well Development	LS	1	$ 10,000	$ 10,000
15	Wellhead Completion	LS	1	$ 24,000	$ 24,000
16	Buried Pipeline	LF	20	$ 100	$ 2,000
17	Well Abandonment	LS	1	$ 10,000	$ 10,000
Subtotal Additive Items					**$ 184,000**
Total - Engineer's Opinion of Probable Construction Costs					**$ 410,000**

100-foot Well Depth

	Item	Unit	Quantity	Unit $	Total $
1	Mobilization	LS	1	$ 10,000	$ 10,000
2	Drill 6-inch Boring	VF	100	$ 125	$ 12,500
3	Geophysical Testing	LS	1	$ 3,000	$ 3,000
4	Zone Testing	EA	2	$ 20,000	$ 40,000
5	Drill 16-inch boring/10-inch well	VF	100	$ 350	$ 35,000
6	Well Development	LS	1	$ 10,000	$ 10,000
7	Wellhead Completion	LS	1	$ 28,000	$ 28,000
8	Buried Pipeline	LF	300	$ 100	$ 30,000
9	Well Abandonment	LS	1	$ 10,000	$ 10,000
Subtotal Base Quote					**$ 178,500**
10	Drill 6-inch Boring	VF	100	$ 125	$ 12,500
11	Geophysical Testing	LS	1	$ 3,000	$ 3,000
12	Zone Testing	EA	2	$ 20,000	$ 40,000
13	Drill 16-inch boring/10-inch well	VF	100	$ 350	$ 35,000
14	Well Development	LS	1	$ 10,000	$ 10,000
15	Wellhead Completion	LS	1	$ 24,000	$ 24,000
16	Buried Pipeline	LF	20	$ 100	$ 2,000
17	Well Abandonment	LS	1	$ 10,000	$ 10,000
Subtotal Additive Items					**$ 136,500**
Total - Engineer's Opinion of Probable Construction Costs					**$ 315,000**

Attachment: Colusa_Opinion of Construction Costs (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

C20-172

Section 00 31 13 - AGREEMENT
County of Colusa, County Service Area No. 2, Stonyford Well 2 and Pipeline Replacement Project

This construction services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Maggoria Bros. Drilling, Inc. ("Contractor"), a California corporation and licensed General Contractor in the State of California with offices at 595 Airport Blvd., Watsonville, CA 95076. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to drill and construct a replacement water supply well for existing Well No. 2 and associated wellhead completion components and a pipeline to the existing water treatment facility and municipal water supply distribution system. The work may also include an Owner option to drill and construct a replacement water supply well for existing Well No. 1 and associated wellhead completion components and connection pipeline.

   The work shall be completed as called for in the Contract Documents, including but not limited to the Advertisement for Quotes, Special Provisions, Technical Specifications and Design Drawings, and Contractor's quote for the County's construction to replace water supply Well No. 2 and associated pipeline for the Town of Stonyford as serviced under County Service Area (CSA) No. 2, Contract No. 190055. Additionally, all terms and conditions of the Advertisement for Bids (RFB) and all documents submitted in response to the RFB are incorporated into the terms and conditions of this Contract. This includes:

   A. Contractor's Quote;
   B. The California Department of Transportation Standard Plans dated 2018; and
   C. The California Department of Transportation Standard Specifications dated 2018.

2. **Term:** This Contract shall begin on the date of issuance of the Notice to Proceed and shall continue uninterrupted until all requested services are completed, or a maximum of 50 business days to complete drilling, construction, and connection of replacement Well No. 2 to the existing water treatment facility and distribution system. An additional 20 business days will be provided to complete drilling, construction, and connection of replacement Well No. 1 if Owner elects to include replacement Well No. 1 when issuing the Notice to Proceed.

3. **Compensation:** County will pay Contractor compensation not to exceed $319,650.00, as provided for in the Bid Form. Compensation will be paid in accordance with Section 01 10 00 Measurement and Payment. Progress Payments, Method of Final Payment, and Retention shall be as follows:

   A. Progress Payments: Contractor shall provide Schedule of Values as required in Section 01 10 00 Measurement and Payment. Contractor shall submit monthly invoices for work completed, as determined by County or County representative, in accordance with the schedule of values. Invoices shall:

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

C20-172

1) Be prepared on Contractor's letterhead,
2) Bear Contractor's name as shown on the contract,
3) Bear the contract number,
4) Itemize the costs incurred in accordance with Schedule of Values,
5) Include a summary of the services provided, and
6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

County shall provide payment for undisputed charges within 30 calendar days following acceptance of Contractor invoice.

B. Retention: An amount of 10% shall be deducted from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money will be paid to Contractor upon final acceptance of the work by County and issuance of a Certificate of Completion by County to Contractor.

C. Method of Final Payment: Upon completion of the services provided for in paragraph 1, Contractor shall provide County with a final invoice and a Lien Release. Upon receipt of the final invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

4. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is, and all subcontractors are, qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

5. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of 5 years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of 5 years, or for any longer period required by law, from the date of termination or completion of this Contract.

B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

6. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

7. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

8. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

A. **Workers' Compensation Coverage:** Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.

B. Commercial General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

C. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $2,000,000 for each accident for bodily injury or property damage.

D. Policy Endorsements: All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 30 days written notice certain to County.

E. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County before work begins. At County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

F. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

9. **Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

10. **Department of Industrial Relations Registration:** Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5.

11. **Prevailing Wage:** This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

12. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

13. **Performance Bond:** A performance bond is required in order to ensure completion of the work required under this Contract in the amount of one hundred (100) percent of the Contract price.

14. **Liquidated Damages:** Liquidated damages shall be paid to the County at the rate of

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

$500.00 per day, plus any stipulated penalties (fines) that are imposed by the regulating authority, for all work under the Contract until the work shall have been satisfactorily completed as provided by the Contract Documents.

15. **Licenses:** Contractor represents and warrants to County that it, and all subcontractors, have all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor and subcontractors to practice its trade and/or profession. Contractor represents and warrants to County that Contractor and subcontractors shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor or subcontractors to practice its trade and/or profession.

16. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

17. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., 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. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

To County:	Colusa County, Department of Public Works Attn: Mr. Michael Azevedo, Director 1215 Market Street Colusa, California 95932 mjazevedo@countyofcolusa.com
To Contractor:	Maggiora Bros. Drilling Inc. Attn: Michael F. Maggiora, Corporate Secretary 595 Airport Blvd. Watsonville, CA 95076

18. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

19. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

20. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

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21. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

22. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of any subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

23. **Termination**: This Contract may be terminated for the following reasons:

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

    B. By County without cause upon fifteen (15) days written notice of termination.

24. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

25. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

    A. Project Contract General Conditions and Technical Specifications; and
    B. Project Design Drawings

COUNTY OF COLUSA

FOR _____ 9/15/20
Denise J. Carter, Board Chair

MAGGIORA BROS. DRILLING, INC.

_____ 10/2/20
Michael F. Maggiora, Corporate Secretary

APPROVED AS TO FORM

_____
Marcos A. Kropf, County Counsel

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By _____
Patricia Rodriguez, Deputy Clerk

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

C20-172

ATTACHMENT TO CONTRACT BETWEEN OWNER AND CONTRACTOR

USDA Rural Development

This attachment is to the Contract made and entered into on September 15, 2020, by and between the **County of Colusa** hereinafter "Owner", and **Maggiora Bros Drilling, Inc.** hereinafter called "Contractor." This Contract is for that Work described in the Contract Documents entitled **Colusa County CSA 2 Well 2 and Pipeline Replacement Project**.

This Contract shall not be effective unless and until approved by an authorized representative of USDA Rural Development.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Marcos Kropf, the duly authorized and acting

legal representative of the County of Colusa, do hereby certify as follows:

I have examined the attached Contract and applicable performance and payment bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein; and that the attached Contract agreement constitutes a valid and legally binding obligation upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____ (Attorney's Signature) Date. 10/6/2020

AGENCY CONCURRENCE

As lender or provider of funds to the Owner to provide for the costs of this Contract in part or in whole, and without any liability for any payments to the Contractor thereunder, the Agency concurs in the form, content, and execution of this Agreement.

BY:_____ Date._____

Title._____

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

c20-172

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CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Marcos Kropf, the duly authorized and acting

legal representative of the County of Colusa, do hereby certify as follows

I have examined the attached Contract and applicable performance and payment bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein, and that the attached Contract agreement constitutes a valid and legally binding obligation upon the parties executing the same in accordance with terms, conditions, and provisions thereof

Marcos Kropf (Attorney's Signature) Date 10/6/2020

AGENCY CONCURRENCE

As lender or provider of funds to the Owner to provide for the costs of this Contract in part or in whole, and without any liability for any payments to the Contractor thereunder, the Agency concurs in the form, content, and execution of this Agreement.

BY MICHAEL STARINSKY Date 11-4-2020

Title USDA-RD ENGINEER Michael Starinsky

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

ATTACHMENT "A"

County of Colusa
CSA No. 2, Stonyford, CA 95979
Well 2 and Pipeline Replacement Project
Contract Documents

June 2020





Prepared for:
Colusa County
Department of Public Works

and the

United States Department of Agriculture
Rural Development
Emergency Community Water Assistance Grant Program

Prepared by:

SUSP
SPECIALIZED UTILITY SERVICES PROGRAM

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

County of Colusa
County Service Areas (CSA) No. 2
Stonyford, CA 95979

Well 2 and Pipeline Replacement Project
Contract Documents

June 2020

Administered by:

Colusa County
Department of Public Works





Engineer:

Specialized Utilities Services Program
Sacramento, California

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

Colusa County
County Services Area No 2 – Stonyford
Well 2 and Pipeline Replacement Project

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C1	Well Site and Pipeline Plan
C2	Well Section and Details
C3	Details
E1	Electrical Site Plan, Wiring Methods, Notes, One-Line Diagram
E2	Electrical Equipment Elevations, Control Schematic, and Motor Starter
E3	Well #1 and Well #2 Enlarged Electrical Plans

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

SECTION 00 11 13 – ADVERTISEMENT FOR BIDS

Owner: Colusa County Department of Public Works
Mailing Address: 1215 Market Street, Colusa, California 95932

Bids for the construction of the CSA 2, Stonyford, Well 2 and Pipeline Replacement Project

Improvements will include construction of

- Replacement of Domestic Water Supply Well including a Submersible Pump and Controls
- Wellhead completion components, including valves, fittings, and electrical connections,
- Approximately 325 lineal feet of piping from Well #2 to tie-in at existing water treatment facility
- Owners option to install a second water supply well.

Contract Documents may be obtained from and Bids will be received by. Colusa County Board Clerk's office at 547 Market Street, Ste 102, Colusa, CA 95932 Bids are due at 2.30 p m (local time), July 24 , 2020.

Site Walk visits can be arranged when requested by prospective contractors and drillers Contact Colusa County Director of Public Works, Michael Azevedo at mjazevedo@countyofcolusa com to arrange a site visit

Questions should also be sent to Michael Azevedo at mjazevedo@countyofcolusa com

Potential contractors are notified that financing for this project is provided through a United States Department of Agriculture (USDA) Rural Development grant It is a public works contract subject to California Department of Industrial Relations registration, and requires Performance and Payment Bonds, payment of State prevailing wages, and use of only American made iron and steel products.

Potential contractors and subcontractors shall be licensed Contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the Contract Each potential Contractor shall have a current California Class A, General Engineering Contractor, license and all drilling work shall be performed by a California C-57 licensed drilling contractor

Date – County Administrative Officer

END OF SECTION

SECTION 00 21 13 – INSTRUCTIONS TO CONTRACTORS

PART 1 GENERAL

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1 2 COPIES OF CONTRACT DOUMENTS

A Copies of the Contract Documents may be examined and obtained as indicated in Section 00 11 13 – Advertisement for Bids

B Complete sets of Contract Documents shall be used in preparing Bids, neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents

C. Owner and Engineer, in making copies of Contract Documents available, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use

1 3 EXAMINATIONS OF CONTRACT DOCUMENTS, OTHER RELATED DATA, AND SITE

A Subsurface and physical conditions

1 Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the Site is based upon information and

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

data furnished to Engineer by Owners of such underground facilities, including Owner or others.

2 No warranties or guaranties are provided with respect to existing underground utilities Information shown on the drawings are for planning purposes only Contract to obtain and execute field locates of buried/underground utilities prior to beginning any field activities

B It is the responsibility of each Contractor before submitting a Bid to

1. Examine and carefully study the Contract Documents, the other related data identified in the Contract Documents, and any Addenda,
2. Visit the Site and become familiar with and satisfy Contractor as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
3 Become familiar with and satisfy Contractor as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work,
4 Carefully study all reliable technical data that may include.
   a. reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site,
   b. reports and drawings of Hazardous Environmental Conditions, if any, at the Site,
5 Correlate the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents;
6 Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) Bid and within the times and in accordance with the other terms and conditions of the Contract Documents,
7. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents,
8 Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovers in the Contract Documents and confirm that the written resolution thereof by Engineer is acceptable to Contractor, and
9 Determine that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work

C The submission of a Bid will constitute an incontrovertible representation by Contractor that Contractor has complied with every requirement of this Subpart 1.3, that without exception the Bid is premised upon performing the Work required by the Contract Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Contract Documents, that Contractor has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Contractor has discovered in the Contract Documents

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and the written resolutions thereof by Engineer are acceptable to Contractor, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing the Work

1.4 SITE AND OTHER AREAS

A. The Site is identified in the Contract Documents Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents. Any additional lands used by the Contractor are to be obtained and paid for by Contractor

1.5 INTERPRETATIONS AND ADDENDA

A All questions about the meaning or intent of the Contract Documents are to be submitted to Engineer in writing Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Contract Documents. Questions received less than three business days prior to the date for opening of Bids may not be answered Only questions answered by Addenda will be binding Oral and other interpretations or clarifications will be without legal effect

B Addenda may be issued to clarify, correct, or change the Contract Documents as deemed advisable by Owner or Engineer

1.6 LIQUIDATED DAMAGES

A. Provisions for liquidated damages are set forth in Section 00 41 13 - Bid Form

1 7 SUBSTITUTE AND "OR-EQUAL" ITEMS

A The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Contract Documents, or "or-equal" materials and equipment, or those substitute materials and equipment approved by Engineer and identified by Addendum. Request for Engineer's clarification of materials and equipment considered "or-equal" must be received by the Engineer at least five (5) business days prior to the date for receipt of Bids The burden of proof of the merit of the proposed item is upon Contractor Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed substitute item, such approval will be set forth in an Addendum issued to all prospective Contractors. Contractors shall not rely upon approvals made in any other manner

1 8 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

A. The identity of certain Subcontractors, Suppliers, individuals, or entities shall be submitted in accordance with Section 00 41 13 – Bid Form If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, the Owner may, before the Notice of Award is given, request apparent successful Contractor to submit a substitute, without an increase in the Bid

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B If apparent successful Contractor declines to make any such substitution, Owner may award the Contract to the next lowest responsible Contractor that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities

C. Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection

1 9 PREPARATION OF BID

A All blanks on the Bid Form shall be completed A Bid price shall be indicated for each Bid item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered

B. A Bid shall be executed in the company name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary The corporate address and state of incorporation shall be provided on the Bid Form

C. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form

D The postal and email addresses and telephone number for communications regarding the Bid shall be shown

E The Bid shall contain evidence of Contractor's authority and qualification to do business in the State or locality where the Project is located or Contractor shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid Form Contractor's State contractor license number shall also be shown on the Bid Form

1.10 BASIS OF BID, COMPARISON OF BIDS

A. 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 words and figures will be resolved in favor of the words

1 11 SUBMITTAL OF BID

A. Bids shall be submitted electronically to Colusa County Department of Public Works, Michael Azevedo, mjazevedo@countyofcolusa.com with a copy sent to Engineer

1 12 EVALUATION OF BIDS AND AWARD OF CONTRACT

A. Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids Owner further reserves the right to reject the Bid of any Contractor whom it finds, after reasonable inquiry and evaluation, to be non-responsible Owner also reserves the right to waive all formalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Contractor

B. In evaluating Contractors, Owner will consider the qualifications of Contractors and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals

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or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Specifications.

C If the Contract is to be awarded, Owner will award the Contract to the responsible Contractor whose Bid, conforming with all the material terms and conditions of the Instructions to Contractors, is lowest, price and other factors considered If detailed in the Bid Form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which Contractor, if any, is to be offered the award

1 13 CONTRACT SECURITY AND INSURANCE

A Article 12 of the Agreement sets forth Owner's requirements as to performance and payment bonds and Article 8 of the Agreement sets forth the insurance requirements. When the successful Contractor delivers the executed Agreement to Owner, it shall be accompanied by such bonds and certificates of insurance

1 14 SIGNING OF AGREEMENT

A When Owner gives a Notice of Award to the successful Contractor, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto Within 5 business days thereafter, successful Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten business days thereafter, Owner shall deliver one fully signed counterpart to successful Contractor with a complete set of the Drawings with appropriate identification

1 15 SUBCONTRACTORS LISTING LAW

A In accordance with Section 4104 of the California Public Contract Code, each Contractor, in his or her Bid, shall set forth the name of each Subcontractor who will perform Work or labor or render service to the prime Contractor in or about the construction of the Work as identified on the Bid Form

B. In accordance with Section 4107 of the California Public Contract Code, no Contractor whose Bid is accepted shall without consent of the Owner either. (a) substitute a person as a Subcontractor in place of the Subcontractor listed in the original Bid; or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid

1 16 USDA RURAL DEVELOPMENT REQUIREMENTS

A Contractors are notified that financing for this project is provided pursuant to the Consolidated Farm and Rural Development Act (7 U S.C. Section 1921 et seq). Contractors are to base their Bids on the project funding being provided in whole or in part by USDA Rural Development

B Contractors are notified of the requirement for affirmative action to ensure equal employment opportunity (Executive Order No. 11246) as set forth in the Equal Opportunity Requirements.

C American Iron and Steel Requirements apply to this project as described in Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. All listed iron and steel products used in this project must be produced in the United States The term "iron and steel products" means the following products made primarily of iron and steel. line 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 The de minimis, minor components, and pig iron and direct reduced iron waivers applies to this contract.

D The following forms are required to be submitted with the Bid

1. Form RD 400-6- "Compliance Statement/Certifications of Non-Segregated Facilities"
2. Form AD-1048- "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions"
3. RD Instruction 1940-Q, Exhibit A-1- "Certification for Contracts, Grants and Loans".

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COMPLIANCE STATEMENT

USDA
Form RD 400-6
(Rev 2-98)

This statement relates to a proposed contract with

_____
(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance) I am the undersigned bidder or prospective contractor I represent that

1 I [ ] have, [ ] have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order

2 If I have participated in such a contract or subcontract, I [ ] have, [ ] have not, filed all compliance reports that I have been required to file in connection with the contract or subcontract

If the proposed contract is for $50,000 or more and I have 50 or more employees, I also represent that

3 I [ ] have, [ ] have not, previously had contracts subject to the written affirmative action program requirements of the Secretary of Labor

4 If I have participated in such a contract or subcontract, I [ ] have, [ ] have not, developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor

I understand that if I have failed to file any compliance reports that have been required or me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS, or RUS, or to the office where the reports are required to be filed

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise I further agree that (except where I have obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, that I will retain such certifications in my files, and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods)

(See Reverse)

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NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F R 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause The certification may be submitted either for each subcontract or for all subcontracts during a period (i e , quarterly, semiannually, or annually)

NOTE The penalty for making false statements in offers is prescribed in 18 U S C 1001

_____ Date _____
Signature of Bidder or Prospective Contractor

_____
Address (including Zip Code)

USDA
Form RD 400-6
(Rev 2-98)

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U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017 510, Participants' responsibilities The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733) Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Organization Name | PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) | Date

Form AD-1048 (1/92)

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Instructions for Certification

1 By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions

2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

3 The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances

4 The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations

5 The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated

6 The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions

7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous A participant may decide the method and frequency by which it determines the eligibility of its principles Each participant may, but is not required to, check the Nonprocurement List

8 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings

9 Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

Form AD-1048 (1/92)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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 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 or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan

2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard From – 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 contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U S Code Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

_____ _____
(Name) (Date)

_____
(Title)

(08-21-91) PN 171

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Section 00 31 13 - AGREEMENT
County of Colusa, County Service Area No. 2, Stonyford
Well 2 and Pipeline Replacement Project

This construction services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and _____ ("Contractor"), a ___ Corporation and licensed General Contractor in the State of California with offices at _____. This is a public works contract subject to Department of Industrial Relations registration, and payment of prevailing wage.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to drill and construct a replacement water supply well for existing Well No. 2 and associated wellhead completion components and a pipeline to the existing water treatment facility and municipal water supply distribution system. The work may also include an Owner option to drill and construct a replacement water supply well for existing Well No. 1 and associated wellhead completion components and connection pipeline.

   The work shall be completed as called for in the Contract Documents, including but not limited to the Advertisement for Bids, Special Provisions, Technical Specifications and Design Drawings, and Contractor's Bid for the County's construction to replace water supply Well No. 2 and associated pipeline for the Town of Stonyford as serviced under County Service Area (CSA) No. 2, Contract No. _____. Additionally, all terms and conditions of the Advertisement for Bids and all documents submitted in response to the Advertisement for Bids are incorporated into the terms and conditions of this Contract. This includes:

   A. Contractor's Bid;
   B. The California Department of Transportation Standard Plans dated 2018; and
   C. The California Department of Transportation Standard Specifications dated 2018.

2. **Term:** This Contract shall begin on the date of issuance of the Notice to Proceed and shall continue uninterrupted until all requested services are completed. A maximum of 30 business days to complete drilling, testing, and construction of replacement Well No. 2. An additional 15 business days to complete drilling, construction, and connection of replacement Well No. 1 if Owner elects to include replacement Well No. 1 when issuing the Notice to Proceed. An additional 15 business days for wellhead completion and connection of replacement wells to existing pipelines, complete are operational.

3. **Compensation:** County will pay Contractor compensation not to exceed _____, as provided for in the Bid Form. Compensation will be paid in accordance with Section 01 10 00 Measurement and Payment. Progress Payments, Method of Final Payment, and Retention shall be as follows:

   A. Progress Payments: Contractor shall provide Schedule of Values as required in Section 01 10 00 Measurement and Payment. Contractor shall submit monthly

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invoices for work completed, as determined by County or County representative, in accordance with the schedule of values. Invoices shall:

1) Be prepared on Contractor's letterhead,
2) Bear Contractor's name as shown on the contract,
3) Bear the contract number,
4) Itemize the costs incurred in accordance with Schedule of Values,
5) Include a summary of the services provided, and
6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

County shall provide payment for undisputed charges within 30 calendar days following acceptance of Contractor invoice.

B. Retention: An amount of 5% shall be deducted from the invoices submitted by the Contractor as retention money to be utilized in case of default or defective materials, equipment, supplies, work or service not rectified by the Contractor. The retention money will be paid to Contractor upon final acceptance of the work by County and issuance of a Certificate of Completion by County to Contractor.

C. Method of Final Payment: Upon completion of the services provided for in paragraph 1, Contractor shall provide County with a final invoice and a Lien Release. Upon receipt of the final invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices.

4. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is, and all subcontractors are, qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

5. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of 5 years, or for any longer period required by law,

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following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of 5 years, or for any longer period required by law, from the date of termination or completion of this Contract.

B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

6. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

7. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

8. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

A. Workers' Compensation Coverage: Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation

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Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.

B. Commercial General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

C. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $2,000,000 for each accident for bodily injury or property damage.

D. Policy Endorsements: All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's

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indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without 30 days written notice certain to County.

E. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County before work begins. At County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

F. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies and endorsements affecting coverage required by this Contract.

9. **Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

10. **Department of Industrial Relations Registration:** Contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5.

11. **Prevailing Wage:** This Contract is subject to prevailing wage rates. Copies of the prevailing rates or per diem wages applicable to this Project are available from the California Department of Labor Statistics and Research at www.dir.ca.gov/dlsr/PWD/index.htm or 455 Golden Gate Avenue, 9th Floor, San Francisco, California 94102 (415) 703-4780. Contractor is required to post a copy of the wage rates on the job site. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed. Pursuant to California Labor Code section 1775, Contractor, and any subcontractor, shall forfeit up to $200.00 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

12. **Payment Bond:** Pursuant to Chapter 5, of Title 3, of Part 6, of Division 4 of the California Civil Code, if the Contract compensation exceeds $25,000, Contractor shall, before commencement of any work, provide County with a payment bond equal to 100% of the compensation payable in accordance with this Contract to secure the Contractor's, and any subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

13. **Licenses:** Contractor represents and warrants to County that it, and all subcontractors, have all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor and subcontractors to practice its trade and/or

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profession. Contractor represents and warrants to County that Contractor and subcontractors shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor or subcontractors to practice its trade and/or profession.

14. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

15. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., 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. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

    To County: Colusa County, Department of Public Works
    Attn: Mr. Michael Azevedo, Director
    1215 Market Street
    Colusa, California 95932
    mjazevedo@countyofcolusa.com

    To Contractor: TBD

16. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

17. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

18. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

19. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

20. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

C20-172

subcontract, Contractor shall be fully responsible to County for all acts or omissions of any subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

21. **Termination**: This Contract may be terminated for the following reasons:

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

    B. By County without cause upon fifteen (15) days written notice of termination.

22. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

23. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

    A. Project Contract General Conditions and Technical Specifications; and
    B. Project Design Drawings

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this _____ day of _____, 2016.

COUNTY OF COLUSA	**CONTRACTOR**
_____	_____
Denise J. Carter, Board Chair	Signature
	_____
	Printed Name and Title
APPROVED AS TO FORM	**ATTEST:** Wendy G. Tyler, Clerk of the Board of Supervisors
_____	By _____
Marcos A. Kropf, County Counsel	Ann Nordyke, Deputy

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SECTION 00 41 13 - BID FORM

To Colusa County
Department of Public Works
1214 Market Street
Colusa, California 95932
Attn Michael Azevedo, Director

Project Title CSA 2, Stonyford Well 2 and Pipeline Replacement Project

Contractor: _____

Contractor's Address _____

_____

_____ Telephone_____

Contractor's License No.. _____

CONTRACTOR'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Contractor, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract

The Contractor further declares that they have carefully examined the Contract Documents for the construction of the Project, that they have personally reviewed the site, that they have satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid

The Contractor further agrees that they have exercised their own judgment regarding the interpretation of subsurface information if applicable, and has utilized all data which they believe pertinent from the Owner, and other sources in arriving at their conclusion

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CONTRACT EXECUTION AND INSURANCE

The Contractor agrees that if this Bid is accepted, they shall, within five business days, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner the proof of insurance as required herein, and will, to the extent of their Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Contractor further agrees to begin work within five (5) business days after the date of the Notice to Proceed and to complete the construction, in all respects, in accordance with the schedule presented in the General Provisions.

LIQUIDATED DAMAGES

In the event the Contractor is awarded the Contract and Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of FIVE HUNDRED DOLLARS ($500.00) per day, plus any stipulated penalties (fines) that are imposed by the regulating authority, for all work under the Contract until the Work shall have been satisfactorily completed as provided by the Contract Documents.

ADDENDA

The Contractor hereby acknowledges that they have received Addenda No's. _____, _____, _____ to these Specifications. (Contractor, insert number of each Addendum received).

SUBCONTRACTORS

Contractor hereby identifies key subcontractors and work responsibilities, and shall use identified assignments in conducting the work unless written approval is obtained from Owner for a substitution:

Item	Contractor/Subcontractor	Address
Well Drilling and Well Construction		
Well Development		
Wellhead Completion and Pipeline Construction		
Electrical and Controls		

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BID PRICES

The Bid includes a Base Bid and Additive Items. The lowest Bid will be determined by the lowest total of the Base Bid plus Additive Items 10 through 17. The Contractor, having visited the site and examined the conditions affecting the Work, agrees to accept as full payment for all the Work proposed under this Project, as herein specified and as described in the Contract Documents based on the undersigned's own estimate of costs, the following prices:

Item No.	Description	Estimated Quantity	Units	Unit Price	Total Price
1	Mobilization – Including but not limited to project setup, transport of personnel, equipment and materials to the work areas, and establishment of all work area requirements all-inclusive as specified in the plans and specifications, for the lump sum price of:	1	LS		
2	Replacement Well 2 – Drill 6-inch diameter test boring by mud rotary or air rotary methods including all incidental items to a depth of 100 feet below ground surface for the lump sum price of:	1	LS		
2A	Replacement Well 2 – Drill 6-inch diameter test boring by mud rotary or air rotary methods including all incidental items to an undetermined depth from 100 feet to 200 feet below ground surface, for the vertical foot price of:	25*	VF		
3	Replacement Well 2 – Open-hole geophysical logging, including spontaneous potential, resistivity, gamma ray, caliper, deviation and sonic, all-inclusive as specified in the technical specifications, for the lump sum price of:	1	LS		
4	Replacement Well 2 – Well Flow Profiling, Groundwater Sampling and Analyses: set temporary well screens and/or casing, remove drilling fluids, conduct well flow profile with EM flow meter, collect depth discrete well water quality samples from up to two zones and laboratory analyses, as specified in the plans and specifications, for the lump sum price of:	1	LS		

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

5	Replacement Well 2 – Drill 16-inch diameter borehole, construct 10-inch diameter well casing and screen including sounding tube and gravel feed tube, centralizers, gravel pack, and grout sanitary seal, all miscellaneous items for a complete well construction to a depth of 100 feet below grade as specified on the plans and specifications, for the lump sum price of:	1	LS		
5A	Replacement Well 2 – Drill 16-inch diameter borehole, construct 10-inch diameter well casing and screen including sounding tube and gravel feed tube, centralizers, gravel pack, and grout sanitary seal, all miscellaneous items for a complete well construction to an undetermined depth from 100 feet to 200 feet below ground surface, as specified on the plans and specifications for the vertical foot price of:	25*	VF		
6	Replacement Well 2 – Well development including swabbing, airlift pumping, zonal surging, polymer and superchlorination and all miscellaneous items in accordance with the specifications, for the hourly unit price of:	24	HR		
7	Replacement Well 2 – Provide and install new well pump complete with all necessary electrical improvements and connections, concrete pedestal, above grade wellhead piping, fittings, valves, flow meter, supports, gauges, and other miscellaneous items, disinfect well, and conduct capacity tests, complete and all-inclusive as specified in the plans and specifications, for the lump sum price of:	1	LS		

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

8	Buried Pipeline – From Well 2 to the connection location at the Well 1 compound, 4-inch diameter C900 PVC water pipeline complete with tie-in connection, including all trenching, bedding materials, backfill, compaction, surface restoration, pressure testing, disinfection, complete and all-inclusive as specified in the plans and specifications, for the lineal foot price of:	300	LF		
9	Destroy Existing Well 2 – Remove all above grade piping and fittings, provide salvageable items to Owner, remove all concrete, dispose of concrete, piping, and all debris, and dispose of in accordance with Federal, State, and Local regulations. Fill existing 4-inch diameter buried pipeline with concrete. Destroy Well 2 in accordance with State and County standards. Complete demolition activities, miscellaneous requirements, all-inclusive as specified in the plans and specifications, for the lump sum price of:	1	LS		
Base Bid (Well 2) - Subtotal Items 1 through 9					$
10	Additive Item: Replacement Well 1 – Drill 6-inch diameter test boring by mud rotary or air rotary methods including all incidental items to a depth of 100 feet below ground surface for the lump sum price of:	1	LS		
10A	Additive Item: Replacement Well 1 – Drill 6-inch diameter test boring by mud rotary or air rotary methods including all incidental items to an undetermined depth from 100 feet to 200 feet below ground surface, for the vertical foot price of:	25*	VF		
11	Additive Item: Replacement Well 1 – Open-hole geophysical logging, including spontaneous potential, resistivity, gamma ray, caliper, deviation and sonic, all-inclusive as specified in the technical specifications, for the lump sum price of:	1	LS		

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12	Additive Item: Replacement Well 1 – Well Flow Profiling, Groundwater Sampling and Analyses: set temporary well screens and/or casing, remove drilling fluids, conduct well flow profile with EM flow meter, collect depth discrete well water quality samples from up to two zones and laboratory analyses, as specified in the plans and specifications, for the lump sum price of:	1	LS		
13	Additive Item: Replacement Well 1 – Drill 16-inch diameter borehole, construct 10-inch diameter well casing and screen including sounding tube and gravel feed tube, centralizers, gravel pack, and grout sanitary seal, all miscellaneous items for a complete well construction to a total depth of 100 feet below grade as specified on the plans and specifications, for the lump sum price of:	1	LS		
13A	Additive Item: Replacement Well 1 – Drill 16-inch diameter borehole, construct 10-inch diameter well casing and screen including sounding tube and gravel feed tube, centralizers, gravel pack, and grout sanitary seal, all miscellaneous items for a complete well construction to an undetermined depth from 100 feet to 200 feet below ground surface, as specified on the plans and specifications for the vertical foot price of:	25*	VF		
14	Additive Item: Replacement Well 1 – Well development including swabbing, airlift pumping, zonal surging, polymer and superchlorination and all miscellaneous items in accordance with the specifications, for the hourly unit price of:	24	HR		

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

15	Additive Item: Replacement Well 1 – Provide and install new well pump complete with all necessary electrical improvements and connections, concrete pedestal, above grade wellhead piping, fittings, valves, flow meter, supports, gauges, and other miscellaneous items, disinfect well, and conduct capacity tests, complete and all-inclusive as specified in the plans and specifications, for the lump sum price of:	1	LS		
16	Additive Item: Buried Pipeline – From Well 1 to the connection location within the Well 1 compound, complete with tie-in connection, including all trenching, bedding materials, backfill, compaction, surface restoration, pressure testing, disinfection, complete and all-inclusive as specified in the plans and specifications, for the lineal foot unit price of:	20	LF		
17	Additive Item: Destroy Existing Well 1 – Remove all above grade piping and fittings, provide salvageable items to Owner, remove all concrete, dispose of concrete, piping, and all debris, and dispose of in accordance with Federal, State, and Local regulations. Destroy Well 1 in accordance with State and County standards. Complete demolition activities, miscellaneous requirements, all-inclusive as specified in the plans and specifications, for the lump sum price of:	1	LS		
Additive Items Bid (Well 1) Items 10 through 17					$
Total Project Bid Items 1 through 17					$

* Line Items 2A, 5A, 10A, and 13A have estimated quantities for bid evaluation purposes only. Actual, and therefore payment, quantities could vary from zero to 100 feet depending on encountered geologic conditions.

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NOTE: In the event that the product of a unit cost and an estimated quantity does not equal the extended amount stated, the unit cost will govern and the correct product of the unit cost and the estimated quantity shall be deemed to the amount Bid Quantities shown are for bidding purposes; actual quantities may vary from those shown. Owner reserves the right to reject Bids if they appear uneven, or, where equipment is specified by name, unit costs proposed by the Contractor are inconsistent with past purchases of like equipment by the Owner Well 2 to be drilled first and tested for water production (Base Bid Items 1 through 4) Subsequent Bid items to be implemented at Owner's discretion based on well production capabilities. Additive Items to be implemented at Owner's discretion based on price and funding

By submitting this Bid, the Contractor, as a licensed contractor in the State of California, claims to be proficient in conducting or managing all the tasks described in the Scope of Work

BID SCHEDULE

Bids shall be submitted by **July 24, 2020 at 2:30 PM** pacific time.

AUTHORIZATION

TYPE OF BUSINESS (Check one).

Corporation _____
State of Incorporation _____
Partnership _____
Individual _____

CONTRACTOR INFORMATION

Firm Name _____
NOTE *Place name on all Sheets where space is provided*
Address _____
Telephone (_____) _____
Contractor's Driller's License Number _____
Contractor's License Expiration Date _____

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE STATEMENTS ARE TRUE.

BID AND CERTIFICATION SUBMITTED _____
DATE
SIGNATURE _____
AUTHORIZED REPRESENTATIVE
_____
PRINT OR TYPE NAME
TITLE _____

END OF SECTION

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SECTION 00 73 01 - SUPPLEMENTAL CONTRACT REQUIREMENTS

USDA Rural Development

1 AGENCY

The Owner's cost for this project is being financed in whole or in part by USDA Rural Utilities Service (RUS) pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq) The RUS funding programs are administered through USDA Rural Development offices Therefore, the administrative Agency for the project funding is USDA Rural Development

2. AGENCY NOT A PARTY

The costs for the completion of this contract are expected to be reimbursed to the Owner in whole or in part with funding provided by the Agency However, neither the Agency, nor any of its Departments, entities or employees are a party to this Contract

3. CONTRACT CONCURRENCE

Owner and Contractor will furnish Owner's Attorney such evidence as required so that the Owner's Attorney can complete and execute the "Certificate of Owner's Attorney" before the Owner submits the executed contract documents to the Agency for review and concurrence with funding requirements

4. CONTRACT CHANGE ORDERS

All Change Orders must be executed on Form RD 1924-7, "Contract Change Order," or other similar approved form, and they must be approved by the Agency

5. PAYMENT TO CONTRACTOR

5 1 All progress payments shall be processed on Form RD 1924-18, "Partial Payment Estimate," or other similar approved form, and all payments shall be approved by the Owner, Engineer and Agency

5 2 The retainage shall be an amount equal to 5 percent of partial payment estimate Payment of contract retainage will not be made until such retainage is due and payable under the terms of the contract

5 3 Payments will not be made that would deplete the retainage nor place in escrow any funds that are required for retainage nor invest the retainage for the benefit of the Contractor

6. SURETY

The Contractor shall furnish performance and payment bonds each in the amount of 100 percent of the contract cost Companies providing performance and payment bonds must hold a certificate of authority as an acceptable surety on Federal bonds as listed in Treasury Circular 570 as amended and the surety must be listed as having a license to do business in California

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7. PRE-CONSTRUCTION CONFERENCE

Prior to beginning construction, the Owner will schedule a pre-construction conference where the Engineer will review the planned work with the Owner, Contractor, Agency, Resident Inspector, and other interested parties The discussions and agreements will be documented with copies sent to all attendees

8 INSPECTIONS

8 1 A Pre-final Inspection will be made by the Owner, Engineer, Contractor, Agency, Resident Inspector, and any representatives of other agencies involved in the project when the Contractor notifies the Engineer in writing that the project construction is substantially complete The date of Substantial Completion will be certified and the inspection results will be recorded by the project Engineer Copies of the inspection results will be provided to all interested parties

8 2 A Final Inspection will be made by the Agency before the final payment is released

9. FEDERAL REQUIREMENTS

9 1 Agency Not a Party

A This Contract is expected to be funded in part with funds provided by Agency Neither Agency, nor any of its departments, entities, or employees is a party to this Contract

9.2 Contract Approval

A Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the "Certificate of Owner's Attorney" before Owner submits the executed Contract Documents to Agency for approval

B Concurrence by Agency in the award of the Contract is required before the Contract is effective

9.3 Conflict of Interest & Gratuities

A Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved Such a conflict would arise when. (i) the employee, officer or agent, (ii) any member of their immediate family, (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in or other interest in or a tangible personal benefit from the Contractor Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors

9.4 Gratuities

A If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in

awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract Owner may also pursue other rights and remedies that the law or this Contract provides However, the existence of the facts on which Owner bases such findings shall be an issue and may reviewed in proceedings under the dispute resolution provisions of this Contract

B In the event this Contract is terminated as provided in paragraph 19 04 A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee

9 5 Small, Minority and Women's Businesses

A If Contractor intends to let any subcontracts for a portion of the work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible Affirmative steps must include

(1) Placing qualified small and minority businesses and women's enterprises on solicitation lists,

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources,

(3) Dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation by small, minority, and women's businesses,

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

9.6 Anti-Kickback

A Contractor shall comply with the Copeland Anti-Kickback Act (40 U S C 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans and Grants from the United States") The Act provides that Contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled Owner shall report all suspected or reported violations to Agency

9.7 Clean Air Act and the Federal Water Pollution Control Act

A Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U S C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U S C 1251-1387) Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

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9 8 Equal Employment Opportunity

A The Contract is considered a federally assisted construction contract Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1 3 must include the equal opportunity clause provided under 41 CFR 60-1 4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part 1964-1965 Comp , p 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor "

9.9 Byrd Anti-Lobbying Amendment (31 U S.C 1352)

A Contractors that apply or bid for an award exceeding $100,000 must file the required certification (RD Instruction 1940-Q, Exhibit A-1) The Contractor certifies to the Owner and every subcontractor certifies to the Contractor 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 the Contract if it is covered by 31 U S C 1352 The contractor and every subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award Such disclosures are forwarded from tier to tier up to the Owner Necessary certification and disclosure forms shall be provided by Owner

9.10 Environmental Requirements

When constructing a project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions

A *Wetlands* - When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands

B *Floodplains* - When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e g , alluvial soils on NRCS Soil Survey maps

C *Historic Preservation* -Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review

1 If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR800 13(b)(3)and (c) and shall include the following

a) All Work, including vehicular traffic, shall immediately stop within a 50 ft radius around the area of discovery The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate RD personnel The Engineer shall engage a Secretary of the Interior (SOI) qualified professional

archeologist to quickly assess the nature and scope of the discovery, implement interim measures to protect the discovery from looting and vandalism, and establish broader barriers if further historic and/or precontact properties, can reasonably be expected to occur

b) The RD personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately Indian Tribe(s) that have an interest in the area of discovery shall be contacted immediately The SHPO may require additional tribes who may have an interest in the area of discovery also be contacted The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist

c) When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate RD personnel who will contact the RD environmental staff member, FPO, and the SHPO The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state and local laws including 36 CFR Part 800 13, 43 CFR Part 10, Subpart B, and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007)

d) When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft radius of the discovery and barriers shall be established The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition RD may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur RD, in consultation with the SHPO and interested Tribes, shall develop a plan for the treatment of native human remains

e) Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so

f) Work may not resume in the area of the discovery until a notice to proceed has been issued by RD RD shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted

g) Inadvertent discoveries on Federal and Tribal land shall follow the processes required by the Federal or Tribal entity

D *Endangered Species* - Contractor shall comply with the Endangered Species Act, which provides for protection of endangered and/or threatened species and critical habitat Should any evidence of the presence of endangered

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and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U S Fish and Wildlife Service

E *Mitigation Measures* - The following environmental mitigation measures are required on this Project Erosion and Sediment Control per Technical Specifications Section 31 25 00

9 11 Contract Work Hours and Safety Standards Act (40 U S C 3701-3708)

A Where applicable, for contracts awarded by the Owner in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40
U S C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) Under 40 U.S C 3702 of the Act, the Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week The requirements of 40
U S C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous These requirements do not apply to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

9.12 Debarment and Suspension (Executive Orders 12549 and 12689)

A A contract award (see 2 CFR 180 220) must not be made to parties 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 Comp , p 235), "Debarment and Suspension " SAM Exclusions contains 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

9.13 Procurement of Recovered Materials

A The Contractor must comply with 2 CFR Part 200 322, "Procurement of recovered materials "

9 14 American Iron and Steel Requirements

A The Contractor must comply with the American Iron and Steel Requirements for this project as described in these contract documents, as follows

AMERICAN IRON AND STEEL REQUIREMENTS

USDA Rural Development

All iron and steel products used in this project must be produced in the United States in compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference This section outlines the basic compliance steps Please refer to the American Iron and Steel (AIS) definitions contained at the end of this section and the AIS references contained throughout the Contract Documents for additional guidance

PRODUCTS SUBJECT TO AIS

Note Products to be considered subject to the AIS requirements must be (1) made of greater than 50% iron or steel, measured by cost (based on the material cost) and, (2) permanently incorporated into the project The list of products subject to the AIS requirement are

- Lined or unlined pipes or fittings,
- Manhole Covers and other municipal castings,
- Hydrants,
- Tanks,
- Flanges,
- Pipe clamps and restraints,
- Valves,

- **Structural steel**
  - Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes

- **Reinforced precast concrete**
  - While reinforced precast concrete may not be at comprised of 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product Additionally, the casting of the concrete product must take place in the US The cement and other raw materials used in concrete production are not required to be of domestic origin If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US

- **Construction materials**
  - Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems Some of these products may overlap with what is also considered "structural steel" This includes, but is not limited to, the following products wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i e , nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens

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- NOTE Mechanical and electrical components, equipment and systems are not considered construction materials Mechanical equipment is typically that which has motorized parts and/or is powered by a motor Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system Electrical tubing is therefore not subject to AIS requirements

- **Municipal castings** are cast iron or steel infrastructure products that are melted and cast They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure They are typically made of grey or ductile iron, or steel Examples of municipal castings are

  - Access Hatches,
  - Ballast Screen,
  - Benches (Iron or Steel),
  - Bollards,
  - Cast Bases,
  - Cast Iron Hinged Hatches, Square and Rectangular,
  - Cast Iron Riser Rings,
  - Catch Basin Inlet,
  - Cleanout/Monument Boxes,
  - Construction Covers and Frames,
  - Curb and Corner Guards,
  - Curb Openings,
  - Detectable Warning Plates,
  - Downspout Shoes (Boot, Inlet),
  - Drainage Grates, Frames and Curb
  - Inlets,
  - Junction Boxes,
  - Lampposts,
  - Manhole Covers, Rings and Frames, Risers,
  - Meter Boxes,
  - Service Boxes,
  - Steel Hinged Hatches, Square and Rectangular,
  - Steel Riser Rings,
  - Trash receptacles,
  - Tree Grates,
  - Tree Guards,
  - Trench Grates, and Valve Boxes, Covers and Risers

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COMPLIANCE STEPS

1 Identify all products that will be required to be AIS compliant

2 Manufacturer's Certification Letters are the means to be used to verify compliance with AIS requirements for all products determined to be made primarily of iron and steel (refer to the following Sample Manufacturer's Certification Letter) The manufacturer's certifications shall be submitted to the project Engineer along with the material submittals Certifications must contain the following elements

a) Reference to the specific project
b) Identify the items delivered to the project site
c) Reference the AIS requirements
d) Location of the manufacturer- City, State
e) Signature of an authorized company representative

3 A listing of all iron and steel components used in the project and their manufacturers name and location must be maintained and all certification letters need to be kept on-site in a project file

4 The De Minimis Waiver that allows the use of a minor amount of non-domestic incidental iron and steel components applies to this project Costs for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project, the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project

a) The total cost of the materials can be estimated as 50% of the project cost if the total cost of the materials is not known
b) If this waiver if used, the Prime Contractor shall maintain a list of all non-domestically produced products used and their costs to demonstrate that they comply with the required percentages.

5) Prime Contractor shall submit a completed Prime Contractor's Certification Letter to the Engineer upon construction Substantial Completion to certify that all Work and Materials has complied with American Iron and Steel requirements (refer to the following Prime Contractor's Certification Letter)

6) Upon Project Completion, the Engineer shall provide copies of the following items to both the Owner and USDA Rural Development

a) Engineer's Listing of Iron and Steel components and their Manufacturers
b) Manufacturers' Certification Letters
c) Prime Contractor's Certification Letter of Compliance with AIS
d) Documentation of Compliance with the De Minimis Waiver (if applicable)

AMERICAN IRON STEEL DEFINITIONS

American Iron and Steel (AIS)- Requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A- Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference for "iron and steel products," meaning the following products, if 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 AIS requirements apply in each of the several states, the District of Columbia, and each federally recognized Tribe, but not U S Territories

Coating- A covering that is applied to the surface of an object If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States This exemption only applies to coatings on the *external surface* of iron and steel components It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements

Construction Materials- Those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems Some of these products may overlap with what is considered "structural steel" Note Mechanical and electrical components, equipment and systems are not considered construction materials See definition of mechanical and electrical equipment

Contractor's Certification- Documentation submitted by the Contractor upon Substantial Completion of the Contract that all iron and steel products installed were produced in the United States

DeMinimis Components- Various miscellaneous, incidental low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project Examples of *de minimis* components could include small washers, screws, fasteners (such as "off the shelf" nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware, etc Costs for such *de minimis* incidental components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project, the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project

Electrical Equipment- Typically any machine powered by electricity and includes components that are part of the electrical distribution system AIS does not apply to electrical equipment

Engineer's Certification- Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with AIS

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Iron and Steel Products- The following products made primarily of iron and 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 Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the United States For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be of U S iron or steel

Manufacturer- a supplier, manufacturer, distributor, materialman, or vendor is an entity with which the Owner, Contractor or with any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the Owner, Contractor or a subcontractor

Manufacturer's Certification- Documentation provided by the Manufacturer stating that the iron and steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements If items are purchased via a supplier, distributor, vendor, etc from the Manufacturer directly, then the supplier, distributor, vendor, etc will be responsible for obtaining and providing these certification letters to the parties purchasing the products

Manufacturing Processes- Processes such as melting, refining, forming, rolling, drawing, finishing, and fabricating Further, if a domestic iron and steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material However, raw materials such as iron ore, limestone, and iron and steel scrap are not covered by the AIS requirement, and the materials(s), if any, being applied as a coating are similarly not covered Non-iron or steel components of an iron and steel product may come from non-U S sources For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non U S sources

Mechanical Equipment- Typically equipment which has motorized parts and/or is powered by a motor AIS does not apply to mechanical equipment

Minor Components- Components *within* an iron and/or steel product otherwise compliant with the American Iron and Steel requirements This is different from the *de minimis* definition in that *de minimis* pertains to the entire project and the minor component definition pertains to a single product This waiver allows use of non-domestically produced miscellaneous minor components comprising up to five percent of the total material cost of an otherwise domestically produced iron and steel product However, unless a separate waiver for a product has been approved, all other iron and steel components in said product must still meet the AIS requirements This waiver does not exempt the whole product from the AIS requirements only minor components within said product and the iron and steel components of the product must be produced domestically Valves and hydrants are also subject to the cost ceiling requirements described here Examples of minor components could include items such as pins and springs in valves/hydrants, bands/straps in couplings, and other low-cost items such as small fasteners, etc

Municipal Castings- Cast iron or steel infrastructure products that are melted and cast They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater and solid waste infrastructure

Primarily Iron or Steel- A product is made of greater than 50 percent iron or steel on a materials cost basis An exception to this definition is reinforced precast concrete (see

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Definitions) All technical specifications and applicable industry standards (e g NIST, NSF, AWWA) must be met If a product is determined to be less than 50 percent iron and steel, the AIS requirements do not apply For example, the cost of a fire hydrant includes

- The cost of materials used for the iron portion of fire hydrant (e g bonnet, body and shoe), and
- The cost to pour and cast to create those components (e g labor and energy)

Not included in the cost are

- The additional material costs for the non-iron and steel internal workings of the hydrant (e g stem, coupling, valve, seals, etc), and
- The cost to assemble the internal workings into the hydrant body

Produced in the United States- The production in the United States of the iron or steel products used in the project requires that all manufacturing processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

Reinforced Precast Concrete- Reinforced precast concrete structures must comply with AIS, regardless of whether or not it consists of at least 50 percent iron or steel The reinforcing bar and wire must be produced in the United States and meet the same standards as for any other iron or steel product Additionally, the casting of the concrete product must take place in the United States The cement and other raw materials used in concrete production are not required to be of domestic origin If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered construction materials and must be produced in the United States

Steel- An alloy that includes at least 50 percent iron, between 0 02 and 2 percent carbon, and may include other elements Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels

Structural Steel- Rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used l the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes

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SAMPLE MANUFACTURER'S CERTIFICATION

Date

Company Name

Company Address

Subject American Iron and Steel Certification
[Owner's Name]
[Project Name]

(1) I, [*company representative*], certify that the [*melting, bending, galvanizing, cutting, etc*] processes took place at the following location

_____
(City, State)

(2) For [*manufacturing or fabricating*] the following products and/or material 1
2

(3) That were delivered to the following project location

_____
(City, State)

in full compliance with the USDA Rural Development American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference

_____
Authorized Manufacturer's Representative Signature

(Note The Authorized Signature shall not be the material distributor or supplier)

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PRIME CONTRACTOR'S CERTIFICATION

American Iron and Steel Requirements
USDA Rural Development

Date

RE. [Owner's Name]
[Project Name]

I hereby certify that to the best of my knowledge and belief, all iron and steel products installed for this project by my company and by any and all subcontractors and manufacturers my company has contracted with for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, or are the subject of a waiver approved by the Secretary of Agriculture or designee.

_____
Name of Construction Company (PRINT)

_____
By Authorized Representative (SIGNATURE)

_____
Title

This certification is to be submitted to the Engineer upon Substantial Completion of the project

SECTION 01 10 00 – MEASUREMENT AND PAYMENT

PART 1 GENERAL

1 1 SECTION CONTENTS

A Requirements and procedures used to determine Work completed

B Payment methods for completed Work

1.2 SCOPE OF WORK

A Work under Contract Documents, includes all labor, materials, taxes, transport, handling, storage, supervision, administration, testing, documentation, and all other incidental items necessary for the satisfactory completion of work, whether or not expressly specified or indicated.

1.3 DETERMINATION OF QUANTITIES

A All quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be the number, as determined by Engineer, of units of work satisfactorily completed in accordance with Contract Documents Unless otherwise provided, determination of number of units of work so completed will be based, so far as practical, on actual measurement or count within prescribed or ordered limits No payment will be made for work done outside of limits unless previously approved in writing by Owner Measurements and computations will be made by methods set forth in Contract Documents, including without limitation this Section If measurement methods are not set forth, measurements shall be made in any manner which Engineer considers appropriate for class of work measured (e g , pre-assigned values, percentage completion, units completed or incremental milestones) Contractor must immediately inform Engineer of any disputes regarding quantity measurements and shall immediately supply Engineer with any documentation supporting the disputed measurements

1 4 INCLUSIONS

A Except as otherwise expressly stated in Section 01 11 00 – Location and Summary of Work, payment to Contractor at the unit price or other price fixed in Contract Documents for performing work required under any item, or (if the Contract is on a single lump sum price basis) at the lump sum price fixed in the Contract Documents for performing all work required under Contract Documents, and as either may be adjusted pursuant to any approved Change Order or Construction Change Directive, shall be full compensation for completing, in accordance with Contract Documents, all work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said work, including all incidental work necessary for completion of the Work

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B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required work, all costs (if any) for loss or damage arising from nature of work or prosecution of the Work, and from action of elements Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include

1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of work or prosecution of Bid Item (whether lump sum or unit price) until acceptance by Owner,
2. All expenses incurred due to suspension, or discontinuance of work or discontinuance of Bid Item (whether lump sum or unit price) as provided in Contract Documents,
3. Escalation to allow for cost increases between time of Contract Award and completion of work or completion of Bid Item (whether lump sum or unit price).

C Whenever it is specified in the Contract Documents that Contractor is to do work or furnish materials of any class for which no price is fixed, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price Bid, unless it is expressly specified in the Construction Documents, in particular cases, that work or material is to be paid for as extra work.

D Unit prices shall apply to work covered by unit prices so long as actual quantities performed on the project are not less than 75 percent or greater than 125 percent of the estimated quantities contained in Section 00 41 13 – Bid Form (except Bid Items 2A, 5A, 10A, and 13A as footnoted on the Bid Form), or otherwise referenced in Section 01 11 00 – Location and Summary of Work If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased economies of scale.

E The Engineer may, in its discretion, where Contractor requests payment on the basis of materials and equipment delivered and not yet incorporated in the Work (materials on hand), Contractor must satisfy the following conditions prior to payment approval·

1. The materials and equipment shall be delivered and suitably stored at the site or at another local location agreed to in writing, for example, a mutually acceptable warehouse,
2. Full title to the materials and equipment shall vest in Owner at the time of delivery to the site, warehouse, or other storage location,
3. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and equipment stored in an offsite warehouse No payment will be made until such endorsed receipts are delivered to Owner;
4. Stockpiled materials and equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and equipment shall be segregated and labeled or tagged to identify these specific Contract Documents,

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5. After delivery of materials and equipment, if any inherent or acquired defects are discovered, defective materials and equipment shall be removed and replaced with suitable materials and equipment at Contractor's expense;
6 At Contractor's expense, insure the materials and equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
7 Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided

F Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated

1 5 BASIS OF PAYMENT

A Unit price quantities· when estimated quantity for specific portions of work is listed in Bid Form, quantity of work to be paid for shall be actual number of units satisfactorily completed, as determined by Engineer and certified by Contractor, in accordance with Contract Documents

B. Lump sum: when estimated quantity for specific portion of work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for work satisfactorily completed in accordance with Contract Documents

C Allowances allowance items (if any) will be paid for in accordance with Section 01 11 00 - Location and Summary of Work Funds authorized for allowance work will not be released for contract payments unless Engineer has authorized Allowance work in writing

D Owner does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of work, to leave out entire Bid Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of Owner No change in work shall be considered a waiver of any other condition of Contract Documents No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amounts of work actually done and estimated amount as set forth herein, or for elimination of Bid Items

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1.6 PROGRESS PAYMENTS

A If requested by Contractor, progress payments will be made monthly

B Schedule of values

1 Within 10 business days from issuance of Notice of Award and prior to the Contractor's first Application for Payment, submit a detailed breakdown of its bid by scheduled work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities Where more than one subcontractor comprises the Work of a Bid Item or activity, the Schedule of Values shall show a separate line item for each subcontract. Furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum The format and detail of the breakdown shall satisfy Engineer to facilitate and clarify future progress payments to Contractor for direct work under Contract Documents This breakdown shall be referred to as the Schedule of Values

2 Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid Item) and other financing, as well as "general conditions costs," (e.g., site cleanup and maintenance, temporary roads and access, off-site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by the Owner

3 The Engineer will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed Upon favorable review by the Engineer, Owner will accept this Schedule of Values for use

C. Applications for Payment· Contractor shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices. In addition

1. On or before the 20th Day of each month but after receipt of Owner's approval of the updated schedule in accordance with Section 01 32 16 - Construction Schedule, Contractor shall submit to the Engineer an Application for Payment for the cost of the Work put in place during the period from the 15th day of the previous month to the 15th day of the current month Such Applications for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last day of that one month period, less the aggregate of previous payments Accumulated retainage shall be shown as separate item in payment summary Contractor shall submit in a form acceptable to the Engineer an itemized cost breakdown of Contractor's record of Cost of the Work together with supporting data and any certification required by the Owner. If Contractor is late submitting its' Application for Payment, that Application may be processed at any time

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during the succeeding one month period, resulting in processing of Contractor's Application for Payment being delayed for more than a day for day basis.

2 Applications for Payment may include, but are not necessarily limited to the following.
   a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same,
   b Up to 75 percent of the cost of equipment identified in Paragraph 1.04E of this Section (if any), if purchased and delivered to the site or stored off site, as may be approved by the Engineer.
   c Up to 50 percent of the cost of materials identified in Paragraph 1 04E of this Section (if any), specifically fabricated for the Project that are not yet incorporated into the Work.

3 At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Contractor has fulfilled all scheduling requirements in accordance with Section 00 72 00 - General Conditions and Section 01 32 16 - Construction Schedule, including updates and revisions A responsible officer of Contractor shall execute the certification

4 No progress payment will be processed prior to Engineer receiving all requested, acceptable schedule update information. Failure to submit a schedule update in accordance with Section 01 32 16 - Construction Schedule justifies denying the entire Application for Payment

5 Each Application for Payment shall list each Change Order and Construction Change Directive ("CCD") executed prior to date of submission, including the Change Order / CCD Number, and a description of the work activities, consistent with the descriptions of original work activities. Submit a monthly Change Order / CCD status log to the Engineer

6 If Engineer requires substantiating data, submit information requested by Engineer, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted

7 If Contractor fails or refuses to participate in work reconciliations or other construction progress evaluation with Engineer, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to the Engineer.

D Progress payments·

1 The Engineer will review Contractor's Application for Payment following receipt If adjustments need to be made to percent of completion of each activity, Engineer will make appropriate notations and return to Contractor Contractor shall revise and resubmit All parties shall update percentage of completion values in the same manner, i e., express value of an accumulated percentage of completion to date

2 Each Application for Payment may be reviewed by Engineer and inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or

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approved by Owner pursuant to the Schedule of Values prepared in accordance with Paragraph 1.06B of this Section

3 If it is determined that the Application for Payment is not proper and suitable for payment, Engineer will return it to the Contractor as soon as practical, but no later than seven Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper If Engineer determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Engineer may approve the other portions of the Application for Payment, and in the case of disputed items or defective work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment

4 Pursuant to Public Contract Code Section 20104 50, if Owner fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685 010 of the Code of Civil Procedure. The 30 day period shall be reduced by the number of days by which Owner exceeds the seven day return requirement set forth herein.

5. As soon as practical after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 90 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of the Engineer, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected

6 Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, subcontractors, suppliers, or creditors for labor and materials incorporated into work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments Owner also may elect in its sole discretion to pay progress payments by joint check to Contractor and each subcontractor having an interest in that progress payment in such amount

7. Owner reserves and shall have the right to withhold payment for any equipment and specifically fabricated materials that, in the sole judgment of Owner, are not adequately and properly protected against weather and damage prior to or following incorporation into the Work.

8 Granting of progress payment or payments by Owner, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made

9 When the Owner shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by Owner from

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amount of next succeeding progress payment or from any other moneys due or that may become due Contractor under Contract. If, on completion or termination of Contract, such moneys due Contractor are found insufficient to cover Owner's charges against it, Owner shall have right to recover balance from Contractor or Sureties

E. Retention changes.

1 Following satisfactory and timely completion of at least 75 percent of the total work of the Contract Documents, following Contractor's request, Owner may, in its sole discretion, elect to do one or more of the following.

a Notwithstanding Paragraph 1 6, D,5 above, pay any or all subsequent Applications for Payment for progress payments at the rate of 95 percent of the amounts otherwise due

b Release to Contractor any retention otherwise held by Owner

2. Owner reserves the right to revoke any election under Paragraph 1.6,E,1 at any time

3 Nothing in this Paragraph 1 06,E shall lessen or diminish any Owner right or remedy, including without limitation Owner's right to require Contractor to perform all work within the time otherwise required in the Contract Documents.

1.7 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

A Substitution of securities for any moneys withheld is not allowed.

1 8 FINAL PAYMENT

A As soon as practical after all required Work is completed in accordance with Contract Documents, including punch list, testing, startup, record documents and Contractor maintenance after Final Acceptance, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B Prior progress payments shall be subject to correction in the final payment. Owner's determination of amount due as final payment shall be final and conclusive evidence of amount of work performed by Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor

C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to Owner's obligation to make final payment, a final release discharging Owner, its officers, agents, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

End of Section

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SECTION 01 11 00 – LOCATION AND SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION CONTENTS

A Location of Work

B Itemized description of Work

1 2 PROJECT LOCATION

A Work associated with this project will take place at the Colusa County Service Area No 2 in Stonyford, California The drilling will be completed at the existing Well 2 Site in Stonyford, and the pipeline replacement portion of the project will take place in the right-of-way between the Well 2 Site and the Well 1 Site.

1 3 SUMMAY OF WORK

A Work includes, but is not limited to, drilling and constructing a replacement water supply well, providing and installing a new well pump, constructing replacement wellhead piping and fittings, constructing approximately 325 lineal feet of transmission pipeline from the replacement well to the existing water treatment facility, making the electrical connections, well and pipeline disinfection, startup services, and other items as described in these specifications and the construction contract drawings

B. Work may include Owner option to replace Well 1. Work would include drilling and constructing a replacement water supply well at the Well 1 compound, installing wellhead piping and fittings, constructing a tie-in pipeline, and reinstalling the existing well pump from the existing Well 1, making electrical connections, startup services, and other items as described in these specifications and the construction contract drawings This Work shall be bid as a separate Additive Bid Items in the Bid Form in Section 00 41 13 Owner will provide determination and direction in the Notice to Proceed

1 4 COORDINATION AND COOPERATION

A. No interruption of service is permitted Temporary shutdowns for tie-in connection of water produced from Well 2 shall be coordinated with the Owner Operation of existing valves shall be performed by Owner personnel

B Contractor shall be responsible for restricting construction activities to the well sites and the construction easement limits as shown on the Drawings.

C The Contractor shall be responsible for minimizing disturbances (noise, dust) to the greatest extent possible to the surrounding residential and commercial areas in compliance with all local codes and requirements

END OF SECTION

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SECTION 01 32 16 – CONSTRUCTION SCHEDULE

PART 1 GENERAL

1 1 SECTION CONTENTS

A Contract Time

B. Submittals

C Format

D Review and evaluation

E Distribution

1 2 CONTRACT TIME

A Time for Final Completion of all work as defined in the Bid Items is stated in Article 2 – Agreement.

B. Liquidated damages as set forth in Bid Form, Section 00 41 13.

1 3 SUBMITTALS

A Within 5 business days after date established in Notice to Proceed, submit draft of proposed complete bar chart schedule for review. Include written certification that major subcontractors have reviewed and accepted proposed schedule

B. Within 2 business days after the construction meeting review, submit revised Construction Schedule

C. Submit updated schedules by the fifth day of each month.

D Schedule updates.

1 Overall percent complete, projected, and actual.
2. Changes in Work scope and activities modified since submittal
3 Delays in submittals or resubmittals, deliveries, or Work.
4 Adjusted or modified sequences of work
5. Other identifiable changes.
6 Revised projections of progress and completion

E. Narrative progress report:

1 Submit with each monthly submission of Construction Schedule
2. Summary of Work completed during the past period between reports
3 Work planned during the next period
4 Explanation of differences between summary of Work completed and Work planned in previously submitted report
5 Current and anticipated delaying factors and estimated impact on other activities and completion milestones
6. Corrective action taken or proposed

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1 4 FORMAT

A. Computer generated bar chart schedule to include at least·

1 Identification and listing in chronological order of those activities reasonably required to complete the Work, including.

a Subcontract work.

b Major equipment design, fabrication, factory testing, and delivery dates including required lead times

c. Move in and other preliminary activities

d Equipment and equipment system test and startup activities.

e. Project closeout and cleanup

f Work sequences, constraints, and milestones.

2 Listings identified by Specification Section number.

3 Identification of the following

a Horizontal time frame by year, month, and week

b. Duration, early start, and completion for each activity and subactivity.

c Critical activities and project float

d. Subschedules to further define critical portions of work

1 5 REVIEW AND EVALUATION

A Participate in joint review and evaluation of Construction Schedule with Engineer at each submittal

B Evaluate Project status to determine Work behind schedule and Work ahead of schedule

C. After review, revise Construction Schedule incorporating results of review, and resubmit within 5 days

1 6 DISTRIBUTION

A Following joint review, distribute copies of updated Construction Schedule to Contractor's Project site file, to subcontractors, suppliers, Engineer, Owner.

B Instruct recipients to promptly report, in writing, problems anticipated by projections shown in Construction Schedule

END OF SECTION

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SECTION 01 33 00 – SUBMITTALS

PART 1 GENERAL

1 1 SECTION CONTENTS

A Definitions
B Pre-submittals
C Submittal procedure
D Submittal components
E. Contractor review
F Transmittal procedure
G. Submittal review procedure
H Operation and maintenance data
I. Spare parts and maintenance products
J Product warranties and bonds
K. Payment

1 2 DEFINITIONS

A Action Submittals· written and graphic information and physical samples that require Engineer's responsive action.

B Informational Submittals written and graphic information and physical samples that do not require Engineer's responsive action Informational Submittals may be rejected for not complying with requirements.

1.3 PRE-SUBMITTALS

A. Submittals list· immediately following award of the Contract, review the plans and Specifications and prepare a list of all submittals anticipated on the project and submit this list to the Engineer

1. No Submittals will be reviewed until the Engineer approves the Submittals List.
2 Items not on the list but requiring submittal and review may be added to the list as requested by the Engineer at any time.

B Proposed product list: within 10 days after date of the Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

1 For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.
2 Substitutions for any product will not be considered until the proposed Products List is approved by the Engineer.

C. Requests for Substitution Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including

1 Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards
2 Itemized point by point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics
3 Reference to Part and subpart numbers in Specification Section(s)
4. Changes required in other work
5 Availability of maintenance service and source of replacement parts, as applicable
6. Certified test data to show compliance with performance characteristics specified, when applicable
7 Provide samples when applicable or requested.
8 Any cost differential associated with a substitution

A request constitutes a representation that Contractor.

9. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
10 Will provide same warranty for substitution as for specified product
11. Will coordinate installation and make changes to other work that may be required for the Work to be complete with no additional cost to Owner
12. Waives claims for additional costs or time extension that may subsequently become apparent.
13 Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
14 Will reimburse Owner and Engineer for review or redesign services associated with reapproval by authorities having jurisdiction
15 Will be responsible for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified in the Contract Documents

1.4 SUBMITTAL PROCEDURE

A. Where required by the specifications, submit descriptive information that will enable determination of whether the Contractor's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the plans and specifications. The information to be submitted shall consist of plans, specifications, descriptive data, certificates, samples, test results, storage, handling, and installation instructions for mechanical, electrical, and piping, and such other information. In some instances, specified submittal information describes some, but not all, features of the material equipment, or method of work. Features not requiring submittals shall be as specified

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B. Submittal review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction safety precautions, all of which are the sole responsibility of the Contractor Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Engineer shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Engineer be required to review partial submissions or those for which submissions for correlated items have not been received

C The Contractor may authorize material or equipment suppliers to deal directly with the Engineer with regard to submittals; however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the Contractor.

D. A separate submittal shall be used for each specific item, class of material, equipment, and for items specified in separate, discrete Sections Submittals for various items shall be made with a single submittal when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole

E. A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted

F. Deviation from contract: if the Contractor proposes to provide material, equipment, or method of work that deviates from the Contract Documents, indicate so on the transmittal form accompanying the submittal

G Submittal completeness. submittals that do not contain all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

H Submittal conflicts: ensure that there is no conflict with other submittals and notify the Engineer in each case where the submittal may affect the work of the Owner or others Ensure coordination of submittals among the related crafts and subcontractors.

I When a submittal is revised for resubmission, identify changes made since previous submission

J Mass submittals. defined as six or more submittals or items in one day or 20 or more submittals or items in one week When mass submittals are received, the Engineer's review time will be extended as necessary to perform proper review. Engineer will review mass submittals based on priority determined by Engineer after consultation with Owner.

1 5 SUBMITTAL COMPONENTS

A. Product Data

1. Action Submittal submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.

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2 Mark each submittal to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project
3. Provide manufacturer's catalog data, strength ratings, standard classifications, and materials of construction
4 Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances
5 Indicate all product features as required in the applicable Sections and on the Drawings

B Shop Drawings.

1 Action Submittal: submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents
2 When required by individual Sections or Drawings, provide Shop Drawings signed and sealed by a professional engineer responsible for designing components shown on the Shop Drawings
   a Include signed and sealed calculations to support design when required by Contract Documents.
   b Submit Shop Drawings and calculations in form suitable for submission to and approval by the Engineer.
   c Make revisions and provide additional information when required

C Samples:

1 Action Submittal. submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
2. Submit samples of finishes, colors, textures, and patterns for Engineer selection
3 Include identification on each sample, with full Project information.
4 Submit number of samples specified in individual Sections; Engineer will retain one sample.

D Design data

1. Informational Submittal submit data for Engineer's knowledge as Contract Administrator or for Owner
2 Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

E. Test reports

1 Informational Submittal submit reports for Engineer's knowledge as Contract administrator or for Owner
2 Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents

F Certificates

1 Informational Submittal submit certification by manufacturer, installation / application subcontractor, or Contractor to Engineer, in quantities specified for Product Data.

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2 Indicate material or product conforms to or exceeds specified requirements Submit supporting reference data, affidavits, and certifications as appropriate
3 Certificates may be recent or previous test results on material or product but must be acceptable to Engineer

G Manufacturer's instructions

1. Informational Submittal: submit manufacturer's installation instructions for Engineer's knowledge as Contract Administrator or for Owner
2. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for Product Data
3 Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

H. Manufacturer's field reports

1 Informational Submittal: submit reports for Engineer's knowledge as Contract Administrator or for Owner.
2 Submit report within 2 days of observation to Engineer for information
3 Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

I Record Drawings

1. Informational Submittal: submit Drawings for Engineer's knowledge as Contract Administrator or for Owner.
2 Submit record drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
3 Data indicating inappropriate or unacceptable work may be subject to action by Engineer or Owner

1 6 CONTRACTOR REVIEW

A Review for compliance with Contract Documents and approve submittals before transmitting to Engineer

B Contractor is responsible for

1 Determination and verification of materials including manufacturer's catalog numbers
2 Determination and verification of field measurements and field construction criteria
3 Checking and coordinating information in submittal with requirements of Work and of Contract Documents
4 Determination of accuracy and completeness of dimensions and quantities
5 Confirmation and coordination of dimensions and field conditions at Site
6 Construction means, techniques, sequences, and procedures.
7 Safety precautions.
8. Coordination and performance of Work of all trades

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C Stamp, sign, or initial, and date each submittal to certify compliance with requirements of Contract Documents

D Do not fabricate products or begin work for which submittals are required until approved submittals have been received from Engineer

1 7 TRANSMITTAL PROCEDURE

A Submittals shall be accompanied by a transmittal form

1 Identify submittal identification number (per Part 1 4, E of this Section), Project, Contractor, subcontractor, and supplier.
2. Transmittal forms shall be signed by the Contractor
3 Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.

B. Submit original, electronic versions of the specified information as follows unless otherwise specified Where necessary clear, color copies or clear, color scans may be submitted

1. Copies or scans that are grainy, blurred, illegible, skewed, distorted, or otherwise compromised may be rejected by the Engineer without review.
2 Black and white scans or copies of color images may be rejected by the Engineer without review.

C Schedule submittals to expedite Project, and deliver to

D Submit electronic submittals via email as PDF electronic files

1. Electronic submittals in other file formats will be rejected without review by the Engineer.
2. Submit each individual, whole submittal as a single PDF file.
3 Coordinate submission of related physical items such as samples.

E For paper and physical submittal materials, submit four copies of the entire, individual submittal The three copies will be retained by the Engineer after review The Contractor shall submit in addition, any number of copies he wants returned to him In general, copies will be distributed by the Engineer for review as follows One copy each to the following parties

1 Engineer
2 Construction Manager
3 Owner

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1 8 SUBMITTAL REVIEW PROCEDURE

A Review of drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide do not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Owner or Engineer, or by any officer or employee thereof, or by any engineering firm conducting such review on behalf of the Owner or Engineer The Contractor shall have no claim under the Contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "REVIEWED – NO EXCEPTIONS TAKEN" or "FURNISH AS CORRECTED" shall mean that the Owner has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed

B. For each submittal for review, allow 15 days excluding delivery time to and from Contractor. The submittal shall be reviewed and a submittal review form with any comments will be returned to the Contractor The submittal review will indicate one of the following actions

1 If the review indicates that the material, equipment, or work method is in general conformance with the design concept and complies with the plans and specifications, submittal review forms will be marked "REVIEWED – NO EXCEPTIONS TAKEN" In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal

2. If the review indicates limited corrections are required, submittal review forms will be marked "FURNISH AS CORRECTED." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections Where submittal information will be incorporated in operation and maintenance information, a corrected copy shall be provided with the operations and maintenance submittal

3 If the review reveals that the submittal is insufficient or contains incorrect data, submittal review forms will be marked "REVISE AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted, and a submittal review form marked either "REVIEWED – NO EXCEPTIONS TAKEN" or "FURNISH AS CORRECTED" is returned

4 If the review indicates that the material, equipment, or work method is not in general conformance with the design concept or in compliance with the Drawings and Specifications, submittal review forms of the submittal will be marked "REJECTED". Submittals with deviations that have not been identified clearly may be rejected Except at his own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and submittal review form returned marked either "REVIEWED – NO EXCEPTIONS TAKEN" or "FURNISH AS CORRECTED".

5 Following the initial review, two "resubmittals" will be allowed by the Engineer prior to a "back charge" for engineering review and administration costs being incurred by the Contractor The "back charge" will be deducted from any amounts due the Contractor

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C Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements

D. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will be reviewed for conformity with contract document requirements. A submittal response form will be returned and marked "REJECTED", or "INFORMATION ONLY" to acknowledge the status of the submittal.

E. Submittals not requested will not be recognized nor processed.

F Submittal approval does not authorize changes to Contract Documents unless accompanied by Change Order, Contract Amendment, Contract Addendum, or Field Change Directive

G Owner may withhold monies due to Contractor to cover additional costs beyond the third submittal review

1 9 OPERATION AND MAINTENANCE DATA

A Action Submittal. submit to Engineer for review of conformance with Specifications.

1. Submit one copy of completed volumes before Substantial Completion.
2 Draft copy will be reviewed and returned within 15 days, with Engineer comments
3. Revise content of document sets as required prior to final submission.
4 Submit five sets of approved final volumes before substantial completion

B. Submit data bound in 8 1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.

1 Prepare binder cover with printed title "OPERATION AND MAINTENANCE MANUAL," title of Project, and subject matter of binder when multiple binders are required.
2 Internally subdivide binder contents with permanent page dividers, logically organized as described below, with tab titles clearly printed under reinforced laminated plastic tabs.
3. Drawings· provide with reinforced punched binder tab. Bind in with text, fold larger drawings to size of text pages.
4 If manufacturer's standard brochures and manuals are used to describe operating and maintenance procedures, such brochures and manuals shall be modified to reflect only the model or series of equipment used on this project. Extraneous material shall be blocked out neatly or otherwise annotated or eliminated.

C. Contents prepare table of contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows.

1 Part 1. directory, listing names, addresses, and telephone numbers of Engineer, Contractor, subcontractors, and major equipment suppliers
2 Part 2. equipment, systems, and their subcomponents operation and maintenance data, arranged by system and subdivided by specification Section For each category, identify names, addresses, and telephone numbers of subcontractors, suppliers, and manufacturers Include the following·
a Significant design criteria

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b List of equipment in section
c Charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams
d Nameplate data for all equipment supplied, including make, model and serial numbers, type, and motor data together with designation and location of equipment
e. Exploded or cut views of equipment shall be provided if available as a standard item of the manufacturer's information. When exploded or cut views are not available, plan and section views shall be provided with detailed callouts
f Equipment performance curves.
g Factory test reports
h Test and balancing reports
i. Manufacturer's printed operating procedures
- Include startup, break in, and routine normal operating instructions and sequences.
- Include regulation, control, stopping, shutdown, and emergency instructions
- Include summer, winter, and special operating instructions
- Include trouble shooting procedures.

j. Full sequence of operation and control diagrams
- Panelboard circuit directories· provide electrical service characteristics, controls, and communications
- Include sequence of operation by controls manufacturer
- Include control diagrams by controls manufacturer as installed.
- Include color coded wiring diagrams as installed.

k Maintenance instructions for equipment and systems.
- Servicing and lubrication schedule and list of lubricants required.
- Testing, adjusting, and balancing procedures
- Complete warranty information, identifying Owner responsibilities to keep warranty in force.
- Lists of installation and checkout materials shipped with equipment
- Parts list for each component
- Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

l. A copy of each warranty, bond and service contract issued together with instructions regarding the procedures to be followed in the event of equipment failure and a list of any circumstances that may affect the validity of the warranties, bonds, and service contracts
m Additional requirements as specified in individual product specification Sections
n. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents

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- o Safety precautions to be taken when operating and maintaining or working near equipment.

3 Part 3 building products, applied materials, and finishes. include product data, with catalog number, size, composition, and color and texture designations
- a Include information for re-ordering custom manufactured products
- b. Instructions for care and maintenance· include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance
- c Moisture protection and weather exposed products include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair
- d Additional requirements· as specified in individual product specification Sections

4. Part 4: Project documents and certificates, including the following:
- a Shop Drawings and Product Data
- b Certificates
- c Photocopies of warranties.

1 10 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification Sections

B. Deliver to Project Site and place as directed by Owner, obtain receipt prior to final payment.

1 11 PRODUCT WARRANTIES AND PRODUCT BONDS

A Action Submittal submit to Engineer for review of conformance with Specifications

1 Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.

2. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers

3 Verify documents are in proper form, contain full information, and are notarized

4 Include table of contents and assemble in three D-side ring binder with durable plastic cover

B. Submit all product warranties and product bonds prior to application for Final Completion

1 12 PAYMENT

A Acceptable operating and maintenance information shall be delivered to the Engineer prior to the project being 80 percent complete Progress payments for work in excess of 80 percent completion will not be made until the specified acceptable operating and maintenance information has been delivered to the Engineer.

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION CONTENTS

A References
B. Tolerances
C Labeling
D. Testing and inspection services
E Manufacturer's field services
F Quality control

1.2 REFERENCES

A For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes
B Conform to reference standard by date of issue current as of date of Agreement except where specific date is established by code
C Obtain copies of standards and maintain onsite when required by product Specification Sections.
D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding
E. Neither contractual relationships, duties, nor responsibilities of parties in Contract, nor those of Engineer, shall be altered from Contract Documents by mention or inference in reference documents.

1 3 TOLERANCES

A Monitor fabrication and installation tolerance control of products to produce acceptable Work Do not permit tolerances to accumulate
B Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding

1 4 LABELING

A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code
B. Label information include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
1. Model number

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2. Serial number
3 Performance characteristics

C. Manufacturer's nameplates, trademarks, logos, and other identifying marks on products. not allowed on surfaces exposed to view in public areas, interior or exterior

1 5 TESTING AND INSPECTION SERVICES

A Employ and pay for services of an independent testing agency or laboratory acceptable to Engineer to perform specified testing

1 Before starting work, submit testing laboratory name, address, and telephone number, and names of full time specialist and responsible officer.
2 Submit copy of report of laboratory facilities' inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection

B. Reports shall be submitted by independent firm to Engineer, Contractor, and Colusa County, in duplicate, indicating observations and results of tests and compliance or noncompliance with Contract Documents.

C. Cooperate with independent firm, furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

1. Notify Engineer and independent firm three business days before expected time for operations requiring services
2 Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use

D Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents

E Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from payments

F Limits on testing authority·

1 Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents
2 Agency or laboratory may not approve or accept any portion of the work
3. Agency or laboratory may not assume duties of Contractor
4 Agency or laboratory has no authority to stop the work

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1 6 MANUFACTURER'S FIELD SERVICES

A When specified in individual specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment, commissioning as applicable, and to initiate instructions when necessary

B Report observations, site decisions, and instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions

1 7 QUALITY CONTROL

A Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality

B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

C Perform Work using persons qualified to produce required and specified quality

D. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

END OF SECTION

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SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1 1 SECTION CONTENTS

A. Temporary facilities under Agreement.

B Temporary utilities

C Construction facilities

D Temporary controls

E. Removal of utilities, facilities, and controls

1 2 TEMPORARY ELECTRICITY

A Provide independent electrical service as necessary to complete the Work.

B. Provide power outlets with branch wiring and distribution boxes located as required for construction operations. Provide suitable, flexible power cords as required for portable construction tools and equipment.

C Provide temporary electric feeder from existing electrical service at location as permitted by Owner Do not disrupt Owner's use of service

D Permanent convenience receptacles shall not be used during construction

1 3 TEMPORARY WATER SERVICE

A Owner will pay cost of temporary non-drinking water at the Site. Exercise measures to conserve energy Use Owner's existing water system, extended and supplemented with temporary devices as needed to maintain specified conditions for construction operations

B. Contractor shall provide his own drinking water

C Extend branch piping with outlets located so that water is available by hoses with threaded connections.

1 4 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required sanitary restroom facilities and enclosures for the use of construction crews Existing facility use is not permitted Provide facilities at time of Project mobilization.

B At end of construction, return existing facilities used for construction operations to same or better condition as original condition.

1.5 TEMPORARY WASTE FACILITIES

A. The Contractor shall not allow the Site to become littered with trash and waste material but shall maintain the Site in its normal neat and orderly condition throughout the construction period

1. Provide waste receptacles of appropriate size for the intended use

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2 Remove and replace waste receptacles within one week when full.
3. Pick up Site daily and place all waste in a receptacle or remove from the Site daily

1 6 VEHICULAR ACCESS

A Provide and maintain access to fire hydrants and control valves free of obstructions

B. Use existing onsite roads for construction traffic Repair any damage to original condition

1.7 PROGRESS CLEANING AND WASTE REMOVAL

A. All work areas shall be cleaned at the end of the day's work and at other times when directed by the Engineer. Maintain areas free of waste materials, debris, and rubbish Maintain Site in clean and orderly condition

B Collect and remove waste materials, debris, and rubbish from Site daily and dispose of offsite

C Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense

1 8 BARRIERS

A Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition

B Tree and plant protection preserve and protect existing trees and plants designated to remain

1 Protect areas within drip lines from traffic, parking, storage, dumping, chemically injurious materials and liquids, ponding, and continuous running water
2. Replace trees and plants damaged by construction operations.

C. Damage done by the Contractor during the course of his work to adjacent County or private property shall be replaced in kind, or as directed by the Engineer, at the Contractor's expense.

1. This includes the repair of pavement, traffic loop detectors, striping, signs, markings, curb and gutter, etc.
2 Protect non-owned vehicular traffic, stored materials, Site, and structures from damage

1 9 SECURITY

A The Contractor assumes sole and complete responsibility for the Project and Site conditions during the course of construction, including the safety of all persons and property This requirement shall apply continuously 24 hr/day and shall not be limited to normal work hours

B Security program.

1 Protect Work on existing premises from theft, vandalism, and unauthorized entry

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2 Initiate program in coordination with Owner's existing security system at Project mobilization
3 Maintain program throughout construction period until Owner's acceptance precludes need for Contractor's security.

1.10 WATER CONTROL

A. Protect Site from puddles or running water Provide water barriers as required to protect Site from soil erosion.

1.11 DUST CONTROL

A Execute Work by methods that minimize raising dust from construction operations.
B Provide positive means to prevent airborne dust from dispersing into atmosphere.

1 12 NOISE CONTROL

A Provide methods, means, and facilities to minimize noise from temporary facilities and noise produced by construction operations

1 13 POLLUTION CONTROL

A Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations
B Comply with pollution and environmental control requirements of authorities having jurisdiction

1 14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A Remove temporary utilities, equipment, facilities, and materials before Substantial Completion inspection
B Clean and repair damage caused by installation or use of temporary Work
C. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

END OF SECTION

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SECTION 01 66 00 – PROTECTION OF MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.1 GENERAL

A Materials and equipment including spare parts shall be shipped, handled, stored, and installed by methods which will prevent damage to the items Damaged items will not be permitted as part of the Work except in cases of minor damage that have been satisfactorily repaired and are acceptable to the Engineer Acceptance of spare parts shall be at such times as determined by the Engineer

1.2 PIPE

A Pipe and appurtenances shall be handled, stored, and installed as recommended by the manufacturer Pipes with soft coatings such as coal tar enamel, paint, or the like shall be stored to protect the coating from physical damage or other deterioration and shall only be handled with padded, wide slings Pipes shipped with interior bracing shall have the bracing removed only when recommended by the pipe manufacturer

1.3 EQUIPMENT

A. Definition for the purpose of this section, equipment refers to any mechanical, electrical, or instrumentation devices, and other items requiring an electrical, pneumatic, electronic or hydraulic connection

B. Packing and marking: all equipment shall be adequately and effectively protected against damage from moisture, dust, handling, or other cause during transport to the Site

C. Identification of equipment all equipment items and valves with an assigned equipment number shall have affixed to them in a prominent location, a label or tag displaying the assigned equipment number Equipment item and valves lacking a number shall have a similar tag providing a unique description of the item Markers shall be of stainless steel or aluminum, affixed to the item in question with stainless steel fasteners or as otherwise approved by the Engineer. Plastic tape labels will not be acceptable.

D Storage of equipment· spare parts shall be stored by the Contractor until final acceptance of a system or equipment by the Owner.

E Protection of equipment after installation: after each equipment item is installed, it shall be protected from damage, including but not limited to, dust, abrasive particles, debris and dirt.

1 4 DELIVERY OF MATERIAL OR EQUIPMENT

A The Owner's personnel or representatives will not accept materials or equipment deliveries for the Contractor

END OF SECTION

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SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS/CONTRACT CLOSEOUT

PART 1 GENERAL

1 1 SECTION CONTENTS

A Closeout procedures

B. Project record documents

C Systems' Startup

D Demonstration and Instruction

E Final Cleaning

1 2 CLOSEOUT PROCEDURES

A Prerequisites to Substantial Completion. complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work.

1. Submit operation and maintenance data in compliance with Section 01 33 00 - Submittal Procedures.
2. Submit spare parts and maintenance products in compliance with Section 01 33 00 - Submittal Procedures.
3 Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with Section 01 91 00 - Commissioning.
4. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item Include copy of list with request for Certificate of Substantial Completion.
5 Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
6 Discontinue and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
7. Perform final cleaning according to this Section

B. Substantial Completion inspection

1. When Contractor considers Work to be substantially complete, submit to Owner
   a. Written certificate that Work, or designated portion, is substantially complete
   b. List of items to be completed or corrected (initial punch list).
2 Within three (3) business days after receipt of request for Substantial Completion, Owner will make inspection to determine whether Work or designated portion is substantially complete
3 Should Owner determine that Work is not substantially complete
   a Owner will promptly notify Contractor in writing, stating reasons for its opinion.

b. Contractor should remedy deficiencies in Work and send second written request for Substantial Completion to Owner.
c Owner will re-inspect Work
d Redo and inspection of deficient work· repeated until Work passes Owner's inspection

4 When Owner finds that work is substantially complete, Owner will·
a Prepare certificate of Substantial Completion on document acceptable to the Engineer, accompanied by Contractor's list of items to be completed or corrected as verified and amended by Engineer and Owner (final punch list)
b. Submit certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in certificate.

S After Work is substantially complete, contractor shall.
a. Allow Owner use of Project under provisions stated in certificate of Substantial Completion.
b. Complete Work listed for completion or correction within time period stipulated

C. Prerequisites for Final Completion· complete following items before requesting final acceptance and final payment

1 Submittals:
a Project record documents, and final record data.
b. Final punch list indicating all items have been completed or corrected.
c Final payment request with final releases and supporting documentation not previously submitted and accepted Include certificates of insurance for products and completed operations where required.
d Specified warranties, workmanship / maintenance bonds, maintenance agreements, and other similar documents in compliance with Section 01 33 00 - Submittal Procedures
e Accounting statement for final changes to Contract Sum
f Contractor's affidavit of payment of debts and claims
g Contractor affidavit of release of liens
h Consent of surety to final payment.

2 Perform final cleaning for Contractor soiled areas according to this Section

1 3 PROJECT RECORD DOCUMENTS

A Maintain on site one set of the following record documents; record actual revisions to the Work

1 Drawings
2 Specifications
3 Addenda
4 Change orders and other modifications to the Contract
5. Reviewed Shop Drawings, product data, and samples
6. Manufacturer's instruction for assembly, installation, and adjusting

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B The record documents shall be available for inspection by the Engineer at all times.

C. Record information concurrent with construction progress, not less than weekly

D Specifications legibly mark and record, at each product section, description of actual products installed, including the following

1 Manufacturer's name and product model and number
2 Product substitutions or alternates used
3. Changes made by addenda and modifications

E Record Drawings legibly mark each item to record actual construction as follows

1 Include locations of concealed elements of the Work.
2. Identify depth of buried utility, plumbing, piping, and electrical lines and provide dimensions showing distances from permanent facility components that are parallel to utilities
3. Measured horizontal and vertical locations of underground work, points of connection with existing utilities, changes in direction, valves, , capped stubouts, invert elevations, appurtenances, etc. referenced to permanent surface improvements.
4. Identify and locate existing buried or concealed items encountered during Project.
5 Installed location of all cathodic protection anodes
6 Location of all items, not necessarily concealed, which vary from the plans
7. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
8. Field changes of dimension and detail
Details not on original Drawings.

F In addition to the marked up set of plans, the Contractor should also maintain a contract record file of additional drawings and information necessary for clarification These include, but are not limited to·

1. Field instructions (directives and field orders) issued by the Engineer.
2 Contract change orders and Contract modifications such as addenda.
3. Record drawings and information as described in Division 26 - Electrical

G. Submit marked up paper copy documents to Engineer with claim for final Application for Payment

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3 1 STARTING OF SYSTEMS

A Coordinate schedule for startup of various equipment and systems

B Notify Engineer three business days prior to startup of each item

C. At least 24 hours prior to startup submit a written report to the Engineer verifying the following

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1. Verify that equipment or system has been properly installed and is functional
2. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage
3. Verify that tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer
4. Verify that wiring and support components for equipment are complete and tested

D. Execute startup under supervision of manufacturer's representative or Contractor's personnel according to manufacturer's instructions.

1. When specified in individual Specification Sections, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation prior to startup and will supervise placing equipment or system in operation
   a. Obtain written certifications of all manufacturer reports and test results.
   b. Submit manufacturer's certifications with operations and maintenance materials for each piece of equipment and system.

3.2 DEMONSTRATION AND INSTRUCTION

A. Demonstrate operation and maintenance of products to Owner's personnel prior to date of Substantial Completion.

1. Demonstrate Project equipment operation and maintenance
2. Use operation and maintenance manuals as basis for instruction. Review contents of manuals with Owner's personnel in detail to explain all aspects of operation and maintenance.
3. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment.

3.3 FINAL CLEANING

A. Execute final cleaning prior to final Project assessment.

B. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.

C. Remove waste and surplus materials, rubbish, and construction facilities from Site

D. Final cleaning shall be subject to acceptance by the Engineer.

END OF SECTION

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SECTION 02 41 00 – DEMOLITION

PART 1 GENERAL

1 1 SECTION CONTENTS

A Preparing designated items for removal

B. Removing designated items.

C Protecting items designated to remain.

D Replacing designated items to original location and position

1 2 SUBMITTALS

A Removal schedule indicate on overall schedule and interruptions required for designated item removal

B Photographic records of items to be removed and reinstalled and items to be preserved in place taken prior to the start of construction

1. Take photographs of each individual item in the existing site conditions
2 Include background or foreground in photos sufficient to determine item locations
3 Video photography is acceptable provided it meets the requirements of 1, 2, and 3 above

1 3 CLOSEOUT SUBMITTALS

A. Project record documents accurately record actual locations of capped utilities, subsurface obstructions, and extents of filled areas.

1 4 QUALITY ASSURANCE

A. Maintain continuous dust control to prevent dust from drifting beyond work site

B Obtain required permits from authorities having jurisdiction.

C. Contractor shall preserve in place all items outside of the work area(s) indicated in the Shop Drawings Any items damaged during the Work should be replaced new with equal or better quality materials and products subject to the approval of the Engineer.

PART 2 EXECUTION

2 1 GENERAL

A. Stop work and notify Engineer upon discovery of hazardous materials.

B. Do not remove or disrupt trees, unless otherwise indicated on the Drawings

C Do not sell demolished materials onsite

D Use of explosives is not permitted

E Backfill areas excavated during demolition, open pits, and holes according to 31 23 23 – Fill and Compaction

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F. Continuously clean up and remove demolished materials from Site Do not allow materials to accumulate onsite

2.2 PREPARATION

A. Call local Underground Service Alert not less than three working days before performing Work Request underground utilities to be located and marked within and surrounding construction areas

B Notify affected utility companies before starting work and comply with their requirements

C. Erect and maintain temporary barriers and security devices, including warning signs and lights, and similar measures, for protection of public, Owner, and existing improvements indicated to remain

D Prior to all work of this section, carefully inspect the entire site and all objects designated to be removed and to be reinstalled

E Provide appropriate temporary signage.

2 3 PROTECTION

A. Locate, identify, and protect utilities indicated to remain from damage.

B Protect bench marks, survey control points, and existing structures from damage or displacement.

2.4 REQUIREMENTS FOR ITEMS DESIGNATED FOR SALVAGE OR REINSTALLATION

A. For all items planned to be removed and salvaged or reinstalled·

1 Notify the Owner and coordinate to accommodate special circumstances
2 Remove items designated for salvage or reinstallation with care to preserve condition.
3. Protect items designated during transport and storage
4 Package small and loose parts and store with each item.
5. Deliver items to Owner for storage when requested, otherwise store in Contractor's approved storage area protected from construction operations.

2 5 DEMOLITION AND REPLACEMENT

A. For items designated for demolition and replacement.

1. Demolish and remove items designated for replacement. Dispose of demolished materials in compliance with all laws and regulations
2. Cap and identify abandoned utilities at termination points when utility is not completely removed.
3 Protect existing improvements designated to be protected in place
4. Remove demolished materials from Site unless noted otherwise. Do not burn or bury materials on Site
5. Upon completion of Work, replace items designated to original position and condition, leave areas in clean condition.

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6 Remove temporary Work

2 6 SCHEDULE

A Remove, store, and protect the following items, as required to complete the Work, until after construction is complete·

1 Fencing

B. Reinstall the following items to original location and condition

1 Fencing

END OF SECTION

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SECTION 03 10 00 – CONCRETE FORMING AND ACCESSORIES

PART 1 GENERAL

1 1 SECTION CONTENTS

A Formwork for cast-in-place concrete

B. Wood form materials

C Form coatings

D. Form accessories

E Form stripping

1.2 REFERENCES

A The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced. The publications are referred to within the text by the basic designation only In case of conflict, the requirements of this Section shall prevail

1 American Concrete Institute

ACI 318 *Building Code Requirements for Structural Concrete*

ACI 347 *Guide to Formwork for Concrete*

2 ASTM International·

ASTM D1751 *Preformed Expansion Joint Filler for Concrete Paving and Structural Construction*

1 3 SUBMITTALS

A Shop Drawings·

1 Indicate the following·

a. Methods of construction

b Size and location of conduits and piping embedded in concrete

c Height of lift

d. Height of drop during placement

e Sequence and timing of erection and stripping

f Assumed compressive strength at time of stripping

g. Procedure and schedule for removal of shores and installation and removal of reshores.

B Product Data:

1 4 QUALITY ASSURANCE

A. Perform work according to ACI 318 and Colusa County standards

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B. Comply with the requirements of Section 1717 of the Construction Safety Orders, State of California, Department of Industrial Relations, regarding the design and inspection of concrete forms, falsework and shoring, prior to placement of concrete Where Section 1717 requires, employ an engineer registered in the State of California to approve design calculations and working drawings of the falsework or shoring system, or to inspect the system prior to placement of concrete. Costs for such services shall be included in the price named in the Contract for completion of the Work.

1.5 COORDINATION

A. Check architectural, structural, civil, mechanical, and electrical drawings for anchor bolt schedules and locations, anchors, inserts, conduits, sleeves, and any other items which are required to be cast in concrete Coordinate with the affected trades to accommodate and support the placement of such embedded items.

PART 2 PRODUCTS

2 1 FORM MATERIALS

A Form materials for exposed finish concrete

1 Unless otherwise indicated. plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces.

a Plywood PS-1 "B-B (Concrete Form) Plywood", Class I, exterior grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark

b Furnish in largest reasonable sizes to minimize number of joints and to conform to joint system shown on the Drawings

c. Provide form material with sufficient strength to withstand pressure of newly placed concrete without bow or deflection.

B. Form materials for unexposed finish concrete

1. Provide lumber dressed on at least two edges and one side for tight fit

C Form liners. smooth, durable, grainless, non-staining hardboard

D. Framing, studding, and bracing· stud or No 3 structural light framing grade

E Preformed steel forms minimum 16 gauge, matched, tight fitting, stiffened to support weight of concrete without deflection.

F. Fiber reinforced plastic forms matched, tight fitting, stiffened to support weight of concrete without deflection

2 2 FORMWORK ACCESSORIES

A Form ties

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1 Provide factory fabricated, adjustable length, removable or snap off type, metal form ties designed to prevent deflection, and to prevent spalling concrete surfaces upon removal Ties shall be provided with a tightly fitting washer at midpoint.
2. Provide ties so that portion remaining within concrete after removal of exterior parts is at least 1 1/2 inches from the outer concrete surface and will leave a cone shaped depression at least 1 inch diameter and 1 1/2 inches deep to allow filling and patching

B Form anchors and hangers.

1. Do not use anchors and hangers leaving exposed metal at concrete surface
2 Symmetrically arrange hangers supporting forms from structural steel members
3. Cutting or drilling of structural steel members is not permitted

C Form release agent·

1 Commercial formulation designed for use on all form facing materials used, which will not.
a Bond with, stain, or adversely affect concrete surfaces
b Impair subsequent treatment of concrete surfaces requiring bond or adhesion.
c Impede wetting of surfaces which will be cured with water, steam, or curing compounds.
2. Form coatings containing mineral oils or petroleum solvents such as paraffin or other non-drying materials are not permitted
3 For metal forms, use specially formulated coatings to prevent rust stains on concrete.

D Formed construction joints for slab-on-grade

1 Galvanized steel
2. Tongue and groove type profile
3 Knockout holes to receive doweling

E. Bituminous joint filler· ASTM D1751.

F Waterstop flexible strip of bentonite waterproofing compound in coil form for joints in concrete construction

2 3 COATINGS·

A In accordance with Section 09 90 00 - Painting and Coating

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify lines, levels, and centers before proceeding with formwork Verify dimensions agree with Drawings.

B. Obtain approval from Engineer before framing openings not shown on Drawings

3 2 FORM INSTALLATION

A Earth forms

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1. Trench earth forms neatly, accurately, and at least 1 inch wider than footing widths indicated on Drawings
2. Trim sides and bottom of earth forms.
3 Construct wood edge strips at top of each side of trench to secure reinforcing and prevent trench from sloughing
4 Form sides of footings where earth sloughs.
5 Tamp earth forms firm and clean forms of debris and loose material before depositing concrete.

B Formwork - general

1 Construct forms in compliance with ACI 347, to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level, and plumb Work in the finished structures
2. Carefully verify horizontal and vertical positions of forms. Correct misaligned or misplaced forms before placing concrete
3. Complete wedging and bracing before placing concrete

C Forms for smooth finish concrete·

1. Use clean and smooth plywood and form liners free from surface and edge damage.
2. Use care in forming and stripping wood forms to protect corners and edges
3 Keep wood forms wet until stripped.

3 3 FORM RELEASE AGENT APPLICATION

A. Apply agent prior to placement of reinforcing steel, anchoring devices, and embedded items.

B Do not apply form release agent where concrete surfaces are indicated to receive special finishes or applied coverings that are affected by agent Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete

C. Coating of forms:

1 Thoroughly clean forms and reapply form coating before each reuse
2 Apply form coating to forms in accordance with manufacturer's specifications.

3 4 INSTALLING INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Locate and set in place items required to be cast directly into concrete

B Coordinate with work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work

C Install accessories straight, level, and plumb Ensure items are not disturbed during concrete placement

D Embedded items·

1 Accurately place and securely support items built into forms
2 Make provisions for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, water stops, and other features

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3. Install accessories straight, level, and plumb Ensure items are not disturbed during concrete placement
4. Verify conduits and pipes, including those made of coated aluminum, meet requirements of ACI 318 for size and location limitations

3 5 CLEANING AND STRIPPING

A. Clean forms and surfaces against which concrete is to be placed Remove chips, saw dust and other debris Thoroughly blow out forms with compressed air just before concrete is placed

B Removal

1. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads
2. Loosen forms carefully Do not wedge tools against finish concrete surfaces
3 Leave forms in place for minimum number of days according to ACI 347

3 6 ERECTION TOLERANCES

A Construct formwork to maintain tolerances according to ACI 318 and Section 03 30 00 – Cast-In-Place Concrete

3 7 FIELD QUALITY CONTROL

A Inspect erected formwork, shoring, and bracing to ensure that Work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.

B Notify Engineer after placement of reinforcing steel in forms and at least 48 hours prior to placing concrete.

C Schedule concrete placement to permit formwork inspection before placing concrete

END OF SECTION

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SECTION 03 10 00 – CONCRETE REINFORCING

PART 1 GENERAL

1.1 SECTION CONTENTS

A Reinforcing bars

B Welded wire fabric

C. Reinforcement accessories

1 2 REFERENCES

A The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced The publications are referred to within the text by the basic designation only In case of conflict, the requirements of this Section shall prevail

1. American Concrete Institute.

ACI SP-66	*Detailing Manual*
ACI 318	*Building Code Requirements for Structural Concrete*

2 ASTM International

ASTM 82	*Steel Wire, Plain, for Concrete Reinforcement*
ASTM A61S	*Deformed and Plain Billet-Steel Bars*
ASTM A706	*Deformed and Plain Low-Alloy Steel Bars for Concrete Reinfarcement*
ASTM A1064	*Carbon Steel Wire and Welded Wire Reinforcement, Plain and Deformed for Concrete*

3 American Welding Society:

AWS AS 1	*Carbon Steel Electrodes for Shielded Metal ArcWelding*
AWS D1 4	*Structural Welding Code - Reinforcing Steel*
AWS D1 1	*Structural Welding Code – Steel*

4 Concrete Reinforcing Steel Institute

CRSI	*Manual of Standard Practice for Reinforced Concrete Construction*

1.3 SUBMITTALS

A Shop Drawings·

1 Indicate bar sizes, spacing, locations, quantities of reinforcing steel, bending and cutting schedules, and supporting and spacing devices

2 Placement drawings shall be complete so that placement of the reinforcing may proceed without reference to the contract drawings Placement drawings shall not be marked up copies of the design drawings

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B Certified copies of mill test report of reinforcement materials analysis. Mill affidavits, stating the grades and physical and chemical properties of the reinforcing steel, and conformance with ASTM specifications, shall be submitted before delivery of the steel to the job site.

1 4 QUALITY ASSURANCE

A. Perform Work according to ACI 318.

1.5 DELIVERY AND STORAGE

A. Deliver reinforcement bundled and tagged to identify placement and certify testing

B Reinforcing steel shall be transported to the building site, stored, and covered in a manner which will ensure that no damage shall occur to it from moisture, dirt, grease, or any other cause that might impair bond to concrete Identification of steel shall be maintained after bundles are broken.

1 6 COORDINATION

A Check architectural, structural, civil, mechanical, and electrical drawings for anchor bolt schedules and locations, anchors, inserts, conduits, sleeves, and any other items which are required to be cast in concrete, and make necessary provisions as required so that reinforcing steel will not interfere with the placement of such embedded items

PART 2 PRODUCTS

2 1 REINFORCEMENT

A. Reinforcing steel· A5TM A615, use new, deformed billet bars, uncoated finish, 60 ksi yield grade for #4 bars and larger, 40 ksi yield grade for #3 bars and smaller

B Welded plain wire fabric: ASTM A1064, in flat sheets, unfinished

2 2 ACCESSORY MATERIALS

A. Reinforcement accessories, consisting of spacers, ties, and similar items provide as required for spacing, assembling, and supporting reinforcement in place Accessories shall be reinforcing steel or precast concrete blocks conforming to the applicable requirements of the CRSI Manual of Standard Practice

B Tie wire: minimum 16 gauge, annealed type, conforming to ASTM 82.

2.3 FABRICATION

A. Fabricate concrete reinforcement according to CRSI Manual of Practice and ACI 318

B. Form standard hooks for 180 degree bends, 90 degree bend, stirrup and tie hooks, and seismic hooks as indicated on Drawings.

C. Form reinforcement bends with minimum diameters according to ACI 318.

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2.4 SOURCE QUALITY CONTROL

A. When fabricator is approved by authority having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.
   1. Specified shop tests are not required for Work performed by approved fabricator.
   2. All reinforcing bars shall be bent in the approved fabricating shop. Field bending of reinforcement shall not be permitted.

PART 3 EXECUTION

3.1 PLACEMENT

A. Place, support, and secure reinforcement against displacement. Do not deviate from required position beyond specified tolerance.
   1. Place reinforcement in accordance with CRSI Manual of Standard Practices and the 2013 CBC.
   2. Bars and welded wire fabric layers shall be supported on precast concrete blocks wire tied to reinforcement. Spacing of blocks and accessories shall conform to CRSI Recommended Practice for Placing Bar Supports. No wood will be permitted inside forms. Precast concrete blocks shall be used to support footing and slab reinforcing on ground.
   3. Do not weld crossing reinforcement bars for assembly.

B. Space reinforcement bars with minimum clear spacing in accordance with ACI 318.

C. Where bars are indicated in multiple layers, place upper bars directly above lower bars.

D. Maintain concrete cover around reinforcement in accordance with ACI 318 and the following schedule:

Reinforcement Location		Minimum Concrete Cover
Footings and concrete formed against earth		3 inches
Concrete exposed to weather and earth	No. 6 and larger	2 inches
	No. 5 and smaller	1 1/2 inches
Supported slabs, walls, joists, etc.	No. 14 and larger	1 1/2 inches
	No. 12 and smaller	3/4 inches
Beams and columns		1 1/2 inches

E. Tying: set reinforcing in place, space, and rigidly and securely tie or wire at all splices and at crossing points and intersections in the position shown. Point ends of wire away from forms.

F. Bond and ground reinforcement in accordance with requirements of Division 26 – Electrical.

G. Welded wire fabric: provide in as long lengths as practical and wire tie at all laps and splices. Laps shall be one full spacing of the cross wires plus 2 inches at splices.

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H. Cleaning: reinforcement, at time of pour, shall be free of mortar, oil, dirt, excessive mill scale, scabby rust and other coatings that would impair bond to concrete

3.2 FIELD QUALITY CONTROL

A Perform field inspection and testing in accordance with ACI 318

B Inspection access and approval:

1 Provide free access to Work and cooperate with appointed firm.

2 Contractor shall provide notification to Engineer at least 2 working days ahead of each concrete pour

3 No concrete shall be placed until all reinforcing steel has been installed by the Contractor and approved by the Engineer

4 All reinforcing shall be complete in every way by the end of the working day prior to concrete placing.

C Reinforcement inspection

1. Placement acceptance: specified material requirements and specified placement tolerances

END OF SECTION

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SECTION 03 30 00 – CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SECTION CONTENTS

A Accessories

B Concrete materials

C Compounds, hardeners, and sealers

D. Joint seals and fillers

E Concrete mix

1 2 REFERENCES

A The publications listed below, in the edition current on the agreement date, form a part of these Specifications to the extent referenced. The publications are referred to within the text by the basic designation only In case of conflict, the requirements of this Section shall prevail.

1 American Concrete Institute.

ACI 301	*Structural Concrete*
ACI 318	*Building Code Portal*

2 American Society for Testing and Materials.

ASTM C1059	*Latex Agents for Bonding Fresh to Hardened Concrete*
ASTM C150	*Portland Cement*
ASTM C171	*Sheet Materials for Curing Concrete*
ASTM C227	*Potential Alkali Reactivity of Cement-Aggregate Combinations*
ASTM C260	*Air-Entraining Admixtures for Concrete*
ASTM C289	*Potential Alkali Reactivity of Cement-Aggregates*
ASTM C33	*Concrete Aggregates*
ASTM C39	*Compressive Strength of Cylindrical Concrete Specimens*
ASTM C494	*Chemical Admixtures for Concrete*
ASTM C881	*Epoxy-Resin-Bose Bonding Systems for Concrete*
ASTM C94	*Ready-Mixed Concrete*
ASTM D1752	*Expansion Joint Fillers for Concrete Paving and Structural Construction*
ASTM E1745	*Flexible Sheet Membranes*
ASTM C1059	*Latex Agents for Bonding Fresh to Hardened Concrete*
ASTM C150	*Portland Cement*
ASTM C171	*Sheet Materials for Curing Concrete*

1 3 SUBMITTALS

A Certificates of compliance for Portland cement

B. Certificates of compliance and gradation of the all aggregates nominal sizes and qualities Indicate the proportions and intended use for each aggregate certified

C. Shop Drawings·

1 Indicate dimensioning, form materials, arrangement of joints and ties, location of bracing and temporary supports, schedule of erection and stripping for all cast in place concrete structures

2. Indicate reinforcement sizes, spacing, locations, quantities, bending and cutting schedules, supporting and spacing devices, and penetrations

3 Provide drawings for construction joint layout as specified and necessary for construction purposes

D Product Data: indicate admixtures, curing compounds, sealers, chemical hardeners, anchors, water stops, joint materials, and penetrations.

E Design data·

1 Submit mix designs

2. A list of where the mix designs are to be used shall accompany the designs

F Delivery tickets· furnish duplicate delivery tickets indicating actual materials delivered to Project Site

1 4 QUALITY ASSURANCE

1 Construct and erect concrete formwork, provide concrete reinforcing, and perform cast-in-place concrete work in accordance with ACI 318A

PART 2 PRODUCTS

2 1 REINFORCEMENT MATERIALS

A In accordance with Section 03 20 00 – Concrete Reinforcing

2 2 CONCRETE MATERIALS

A Cement.

1. ASTM C150, sulfate resistant, Type II Portland cement.

2 All cement used in the manufacture of cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same cement mill.

B Fine and coarse aggregates ASTM C33

1 In lieu of the use of ASTM C227 to determine alkali reactivity of the aggregates, the alkali reactivity shall be "innocuous" as determined by ASTM C289.

2 Fine aggregate shall be washed clean, uniformly screen graded, and not contain more than 2 percent by weight of deleterious materials such as shale, schist, alkali, clay lumps, earth, loam, mica or similar materials

3 Coarse aggregate shall consist of clean, hard, crushed rock or washed gravel, free from organic materials or soft or friable materials and shall not contain more than 2 percent by

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weight of shale or cherty material and not more than 15 percent by weight of elongated fragments

4 Water clean and not detrimental to concrete

C Air entrainment admixture: ASTM C260, subject to approval by the Engineer

D Admixtures ASTM C494

1 Admixtures shall be of a type that increases workability and reduces water demand of concrete, but will not increase shrinkage

2. Admixture shall be subject to approval of Engineer as to type and amount used

3 Admixtures shall contain no more than 1 percent chloride ions

2 3 CONCRETE MIX

A. Mix and deliver concrete in accordance with ASTM C94. All concrete shall be normal weight concrete unless otherwise specified. Normal weight concrete shall have a minimum density of 150 pounds per cubic foot

B Furnish concrete of the following strength:

1. Compressive strength: 3,000 psi at 28 days
2. Slump: 3 to 4 inches.
3 Cementitious materials. maximum 15 percent flyash by weight.
4. Air entrainment: 3 - 5 percent.
5 Maximum water-cement ratio by weight. 0.5

C. Maximum aggregate size

1. Aggregates' maximum diameter. 1 inch
2 In no case shall the maximum aggregate size used exceed 20 percent of a members' thickness, nor 3/4 of the clear spacing between reinforcing

D Select admixture proportions for normal weight concrete in accordance with ACI 318

E. Add air entraining agent to concrete mix for concrete work exposed to weather

2.4 COATINGS

A In Accordance with Section 09 90 00 – Painting and Coating

PART 3 EXECUTION

3 1 GENERAL

A Design, engineer, and construct formwork, shoring, and bracing in accordance with Section 03 10 00 – Concrete Forming and Accessories

1 Conform to design and code requirements to achieve concrete shape, line and dimension as indicated on Drawings.

2 Edge forms and intermediate screed strips shall be set accurately to produce the designed elevations and contours in the finished surface, and shall be sufficiently strong to support vibrating bridge screeds or roller pipe screeds if the nature of the finish specified requires

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the use of such equipment The concrete surface shall be aligned to the contours of screed strips by the use of strike off templates or approved compacting type screeds.

3.2 INSERTS, EMBEDDED COMPONENTS, AND OPENINGS

A Provide inserts, embedded components, opening and other cast-in-place features in accordance with Section 03 10 00 – Concrete Forming and Accessories and the following

1 Provide formed openings where required for work to be embedded in and passing through concrete members.
2 Coordinate work of other Sections in forming and setting openings, slots, recesses, chases, sleeves, bolts, anchors, and other inserts
3 Install concrete accessories straight, level, and plumb
4 Install water stops continuous without displacing reinforcement
5 Place construction joint forms in floor slab pattern pouring sequence.
6. Place joint filler at penetrations, isolation joints, and between building and pavement and secondary slabs.

3 3 PREPARATION FOR PLACEMENT

A. Notification

1 Notify the Engineer at least two working days in advance of placing concrete.

B Before placing.

1. Hardened concrete and foreign materials shall be removed from the inner surfaces of the conveying equipment.
2 Formwork shall be complete, excess water shall be removed, reinforcement shall be secured in place, expansion joint materials, anchors, and other embedded items shall be positioned, and the entire preparation shall be approved at least one day before the placing of concrete.
3. All subgrades, except aggregate base courses 8 inches and thicker, shall be moisture conditioned in the upper 12 inches to at least 5 percent above optimum moisture content. Thoroughly soak subgrade prior to placing concrete; do not allow the subgrade to dry out
4 All incrustation shall be removed from forms and reinforcing steel at construction joints

C. Where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and bond in place with epoxy in accordance with Section 03 20 00 – Concrete Reinforcing

3 4 MIXING

A. Concrete shall be mixed only in quantities for immediate use and shall be placed within 1 1/2 hours after the introduction of water to the mixture. Concrete which has set shall be discarded and shall not be retempered

B Indiscriminate addition of water to increase slump is prohibited.

1 If concrete arrives at the project with slump below that suitable for placing, water may be added only if neither the maximum permissible water / cement ratio nor the maximum slump is exceeded
2 Additional water shall be added to the concrete one time only, upon immediate delivery of the concrete to the job site.
3 The water must be incorporated by additional mixing equal to at least half of the total mixing required
4 Any addition of water above that permitted by the limitation of water / cement ratio must be accompanied by a quantity of cement sufficient to maintain the proper water / cement ratio Such addition must be approved by the Engineer.

3 5 PLACEMENT

A Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms Remove freestanding water

B Concrete shall be handled from the mixer to the place of final deposit as rapidly as practicable by methods which will prevent separation or loss of ingredients

C Place concrete continuously between predetermined expansion, control, and construction joints. Do not break or interrupt successive pours creating cold joints or visible pour lines in the finish surface

D. All concrete shall be consolidated by vibration so that the concrete is thoroughly worked around the reinforcement, around the embedded items, and into corners of forms, eliminating all air or stone pockets which may cause honeycombing, pitting, or planes of weakness.

3 6 REPAIR OF SURFACE DEFECTS

A Repair of surface defects

1. All form tie holes shall be filled and repairable defective areas patched and cured immediately after the forms have been removed.
2 Remove fins and burrs

B. Repair of defects·

1 After forms have been removed, remove and replace any concrete which was not formed as shown on the Drawings, or does not meet the approval of the Engineer
a All conditions requiring patches and completed patches will be inspected.
b Patches disapproved as not restoring the quality and appearance of the surrounding work shall be removed and replaced so as to match the surrounding work
2 Defective surfaces may be repaired and patched in accordance with the following procedure·
a All honeycombed and other defective concrete shall be removed to sound concrete, but in no case to a depth of less than 1 inch

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b. The area to be patched and an area of at least 6 inches wide surrounding it shall be dampened to prevent absorption of water from the patching mortar.
c. A bond of neat Portland cement, water, and if permitted, some fine sand passing a No 30 sieve, shall be mixed to the consistency of thick cream and shall then be well brushed into the surface. Other concrete bonding agents may be used when approved.
d The patching mixture shall be made of the same materials and of approximately the same proportions as used for the concrete, except that the coarse aggregate shall be omitted and the mortar shall consist of not more than 2 parts cement to 5 parts sand by damp loose volume
e White Portland cement shall be substituted for a part of the gray Portland cement on exposed concrete in order to produce a color matching the color of the surrounding concrete, as determined by a trial patch
f. The quantity of mixing water shall be no more than necessary for handling and placing The patching mortar shall be mixed in advance and allowed to stand with frequent manipulation with a trowel, without addition of water, until it has reached the stiffest consistency that will permit placing
g After surface water has evaporated from the areas to be patched, the bond coat shall be well brushed into the surface. When the bond coat begins to lose the water sheen, the premixed patching mortar shall be applied The mortar shall be thoroughly consolidated into place and struck off so as to leave the patch slightly higher than the surrounding surface To permit initial shrinkage, it shall be left undisturbed for at least one hour before being finally finished
h The patched area shall be kept damp for 7 days
i. Before proceeding with any patch work, the Contractor is responsible for establishing trial patch areas to develop the approved patching color and the method of applying and surface texturing the patching material

3 7 PROTECTION AND CURING

A General:

1. Freshly deposited concrete shall be protected from premature drying and excessively hot or cold temperatures, and shall be maintained without drying at a relatively constant temperature for the period of 48 hours necessary for the hydration of the cement and proper hardening of the concrete.

3 8 ERECTION TOLERANCES

A Install reinforcement within tolerances required by ACI 318 and in accordance with Section 03 20 00 Concrete Reinforcing.

B Form and finish concrete so that final vertical surfaces are within +/- 1/2 inch of dimensions indicated in the Drawings and horizontal surfaces are within +/- 1/8 inch of elevations indicated in the Drawings.

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3 9 FIELD QUALITY CONTROL

A General.

1 Compression tests of concrete will be performed by a qualified testing laboratory retained and paid by the Owner if deemed necessary by the Engineer

2 Mill tests and manufacturer's certification of compliance with ASTM specifications may be submitted to the Engineer in lieu of testing of cement and aggregate analysis.

3 Perform field inspection and testing in accordance with ACI 318 and the 2013 CBC

B Mix designs.

1 Mix designs shall be made in accordance with ACI 211 1

2. Review shall not be considered unqualified approval, and shall not relieve the Contractor of his responsibility to furnish concrete of proper consistency and specified strengths.

C. Reinforcement inspection in accordance with Section 03 20 00 – Concrete Reinforcing.

D Field testing·

1. Measure slump and temperature for each batch

E Cylinder compressive strength testing·

1 Test method: in accordance with ASTM C39.

2 Test acceptance in accordance with ACI 318

3 Test one cylinder at 7 days

4. Test two cylinders at 28 days.

3 10 DEFECTIVE CONCRETE

A Defective concrete work shall be removed and replaced at Contractor's expense Concrete not conforming to required lines, details and elevations, shall be considered defective as determined by the Engineer.

END OF SECTION

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SECTION 31 05 13 – SOILS FOR EARTHWORK

PART 1 GENERAL

1 1 SECTION CONTENTS

A Subsoil materials

B Topsoil materials

C Source quality control

1 2 REFERENCES

A The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced The publications are referred to within the text by the basic designation only In case of conflict, the requirements of this Section shall prevail

1 ASTM International·

ASTM 4318	*Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils*
ASTM D422	*Standard Test Method for Particle-Size Analysis of Soils*
ASTM D1557	*Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort*
ASTM D75	*Standard Practice for Sampling Aggregates*

PART 2 PRODUCTS

2.1 SUBSOIL MATERIALS

A Select native fill:

1. Excavated and reused site material.
2. Less than 3 percent organic material
3. Free from peat, wood, roots, bark, debris, garbage, rubbish, or other extraneous material
4. Free of lumps larger than 3 inches, rocks larger than 5 inches, and debris
5. Mixed to form a homogenous material with consistent properties
6. Must compact thoroughly without excessive voids.

B Imported fill·

1. Must conform to all requirements of Select Native Fill.
2. Use one material from the same source through the entire Project
3. Material is subject to the approval of the Engineer

2 2 TOPSOIL MATERIALS

A Topsoil type. local

1 Excavated and reused material

2 Graded and screened

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3. Free of roots, rocks larger than 1 inch, subsoil, debris, large weeds and foreign matter.

PART 3 EXECUTION

3 1 EXCAVATION

A Excavate subsoil and topsoil from areas designated

1 Strip topsoil to full depth of topsoil in designated areas.

2 Separate buried structures, pipes, debris, roots, or other deleterious materials for disposal

B Stockpile excavated material meeting requirements for subsoil materials and topsoil materials at location indicated by Engineer.

1. Stockpile in sufficient quantities to meet Project schedule and requirements.
2 Separate differing materials with dividers or stockpile apart to prevent mixing
3 Stockpile topsoil 8 feet high, maximum
4. Direct surface water away from stockpile site to prevent erosion or deterioration of materials
5. Stockpile unsuitable materials on impervious material and cover to prevent erosion and leaching, until disposed of

3.2 TESTING

A Select Native Fill and Imported Fill must be placed in conformance with Section 31 23 23 – Fill and Compaction

3.3 STOCKPILE CLEANUP

A Leave unused materials in neat, compact stockpile

B. When borrow area is indicated, leave area in clean and neat condition Grade site surface to prevent free standing surface waters

END OF SECTION

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SECTION 31 05 16 – AGGREGATES FOR EARTHWORK

PART 1 GENERAL

1.1 SECTION CONTENTS

A Fill materials

B. Coarse aggregate materials

C Fine aggregate / sand

D Geotextile fabric

E Quality control

1 2 REFERENCES

A State of California, Department of Transportation.

1 CALTRANS *Standard Specifications*, whenever this specification is referenced, the following is understood

a All references to statistical testing are deleted.

b Whenever a discrepancy occurs between the Standard Specifications and this Specification, it is understood that this Specification governs

c All references to measurement and payment are deleted

B. The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced The publications are referred to within the text by the basic designation only In case of conflict, the requirements of this Section shall prevail.

1 ASTM International

ASTM C117	*Materials Finer than 75-µm Sieve in Mineral Aggregates by Washing*
ASTM C136	*Sieve Analysis of Fine and Coarse Aggregates*
ASTM C33	*Concrete Aggregates*
ASTM D1557	*Laboratory Compaction Characteristics of Soil Using Modified Effort*
ASTM D2419	*Sand Equivalent Value of Soils and Fine Aggregate*
ASTM D4355	*Deterioration of Geotextiles by Exposure to Light, Moisture and Heat*
ASTM D4491	*Water Permeability of Geotextiles by Permittivity*
ASTM D4632	*Grab Breaking Load and Elongation of Geotextiles*
ASTM D4751	*Determining Apparent Opening Size of a Geotextile*
ASTM G51	*Measuring pH of Soil for Use in Corrosion Testing*
ASTM G57	*Field Measurement of Soil Resistivity*

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1.3 SUBMITTALS

A. Representative samples of acceptable materials proposed for use shall be furnished for testing.

B. Product data: geotextile fabric indicating fabric and construction.

C. Materials source: name of imported materials suppliers.

D. Manufacturer's certificate: products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Testing will be conducted by the Engineer to determine compliance with the specified degree of compaction and moisture content. The Owner will pay for testing costs.

B. Furnish each aggregate material from single source throughout work.

PART 2 PRODUCTS

2.1 COARSE AGGREGATE MATERIALS

A. Permeable Material (Class 2 aggregate base, AB):

1. Clean, coarse sand and gravel, or crushed stone.
2. Aggregate base shall conform to the applicable provisions of Section 26 of *Cal Trans Standard Specifications*:

U.S. Standard Sieve size	Percent passing by weight
1 inch	100
3/4 inch	90 - 100
No. 4	35 - 60
No. 30	10 - 30
No. 200	2 – 9

B. Crushed stone:

1. For use as topping on gravel driveways and roads.
2. All fines passing #200 sieve must be rock material. No clay or silt shall be added.
3. Crushed stone shall conform to ASTM C33, No. 57 coarse aggregate.

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Washed sieve gradation as determined by ASTM C117 and ASTM C136

U.S. Standard Sieve size	Percent passing by weight
1 1/2 inch	100
1 inch	95 - 100
1/2 inch	25 - 60
No. 4	0 – 10
No. 8	0 - 5

C. Aggregate drainage fill:

1. Shall consist of broken stone, crushed or uncrushed gravel, clean quarry waste, or a combination thereof.
2. Free from fines, organic matter, loam, volcanic tuff, and other deleterious substances.
3. Water absorption in a saturated surface dry condition not exceeding 3 percent of oven dry weight.
4. Conform to the following grading:

U.S. Standard Sieve size	Percent passing by weight
1 1/2 inch	100
1 inch	90 - 100
No. 4	0 - 5

2.2 FINE AGGREGATE / SAND

A. Sand for under slabs:

1. Clean and graded.
2. Washed.
3. Free from clay or organic material.
4. 90 – 100 percent passing a US Standard No. 4 Sieve.
5. Less than 5 percent passing a US Standard No. 200 Sieve.
6. Conforming to ASTM C33 for fine aggregate.

B. Bedding Sand:

1. Bedding Sand shall be a select granular material free from ice, clay, and organic matter and of such size and gradation that the specified compaction can be readily attained.
2. As a minimum, materials shall have a sand equivalent value of not less than 20 per ASTM D2419 and shall conform to the following gradation when tested in accordance with ASTM C136:

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U.S. Standard Sieve size	Percent passing by weight
1/2 inch	100
No. 4	75 - 100
No. 50	0 - 70
No. 100	0 - 30
No. 200	0 - 15

3. The coefficient of uniformity shall be 3 or greater.
4. The material must have a pH of 6.0 – 8.9 per ASTM G51, a minimum resistivity of 5,000 ohm-cm tested according to ASTM G57.

2.3 QUALITY CONTROL

A. When tests indicate materials do not meet specified requirements, change material and retest.

PART 3 EXECUTION

A. STOCKPILING

1. Stockpile materials on Site at locations designated on Contract Documents.
2. Stockpile in sufficient quantities to meet Project schedule and requirements.
3. Separate different aggregate materials with dividers or stockpile individually to prevent mixing.
4. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

3.2 PLACEMENT

A. Place aggregate base in accordance with the requirements of Section 26 of the Standard Specifications and to the thickness shown in Drawings. Grade and compact to a minimum 95 percent of maximum density ASTM D1557.

3.3 STOCKPILE CLEANUP

A. Leave unused materials in neat, compact stockpile.

B. When borrow area is indicated, leave area in clean and neat condition. Grade Site surface to prevent free standing surface water.

END OF SECTION

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

SECTION 31 10 00 – SITE CLEARING

PART 1 GENERAL

1.1 SECTION CONTENTS

A Removing surface debris

B. Removing designated trees, shrubs, and other plant life

C Removing abandoned utilities

1 2 SUBMITTALS

A. Identify areas to be cleared

PART 2 PRODUCTS

2 1 NOT USED

PART 3 EXECUTION

3 1 EXAMINATION

A Verify existing plant life designated to remain is tagged or identified

B. Identify salvage area for placing removed materials

3 2 PREPARATION

A Call local Underground Service Alert not less than three working days before performing Work Request underground utilities to be located and marked within and surrounding construction areas.

3 3 PROTECTION

A Locate, identify, and protect utilities indicated to remain from damage

B. Protect bench marks, survey control points, and existing structures from damage or displacement.

3.4 CLEARING

A Clear areas required for execution of work to minimum depth of 12 inches.

B. Remove trees and shrubs indicated Remove stumps, main root ball, root system to depth of 36 inches, surface rock, etc

C. Clear undergrowth and deadwood, without disturbing subsoil

D. Preserve and stockpile topsoil

3 5 REMOVAL

A. Remove abandoned utilities Indicated removal termination point for underground utilities on record documents.

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B Continuously clean up and remove waste materials from Site Do not allow materials to accumulate on Site

C Do not burn or bury materials on Site Leave Site in clean condition

3.6 SCHEDULES

A. Remove following materials as indicated on the Drawings.

B Protect following materials.

1 Existing subgrade piping and utilities

2 Existing trees to remain in place

END OF SECTION

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

SECTION 31 23 22 – TRENCHING

PART 1 GENERAL

1 1 SECTION CONTENTS

A Fill Materials

B. Surface Water Control

C Accessories

1 2 REFERENCES

A. The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced The publications are referred to within the text by the basic designation only In case of conflict, the requirements of this Section shall prevail

1 ASTM International

ASTM D1556	Density and Unit Weight of Soil in Place by Sand-Cone Method
ASTM D1557	*Laboratory Compaction Characteristics of Soil Using Modified Effort*
ASTM D2922	*Density of Soil and Soil-Aggregate in Place by Nuclear Methods*
ASTM D3017	*Water Content of Soil and Rock in Place by Nuclear Methods*
ASTM D4253	*Maximum Index Density and Unit Weight of Soils*

1 3 SUBMITTALS

A Excavation protection plan

B. Erosion Control Plan for surface water control

C Product Data· geotextile fabric, erosion control waddles, as proposed in Erosion Control Plan

1.4 QUALITY ASSURANCE

A. Tests

1. The Engineer will take samples and perform maximum density and optimum moisture content, in-place moisture content, and in-place density tests during placement of backfill materials to check compliance with the Specifications
2. The Contractor shall remove surface material at locations designated by the Engineer and provide such assistance as necessary for sampling and testing
3. The Engineer may direct the Contractor to construct inspection trenches in compacted or consolidated backfill to determine that the Contractor has complied with the Specifications.
4. Tests will be made by the Engineer in accordance with the following.

a	Moisture content in-place	ASTM D3017
b	Density in-place	ASTM D2922
c.	Moisture / density relationships	ASTM D1557

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B Verify field measurements prior to excavation

C Surface water control

1 Comply with authorities having jurisdiction for water discharge and disposal from pumping operations if dewatering is required during trenching

2 Assume sole responsibility for surface water control system and for loss or damage resulting from partial or complete failure of protective measures and settlement or resultant damage caused by ground water control operations

1 5 COORDINATION

A Verify work associated with lower elevation utilities is complete before placing higher elevation utilities

PART 2 PRODUCTS

2 1 FILL MATERIALS

A Bedding material. bedding sand in accordance with Section 31 05 16 – Aggregates for Earthwork

B. Backfill material· select native fill in accordance with Section 31 05 13 – Soils for Earthwork, unless noted otherwise in the Drawings

2 2 ACCESSORIES

A. Buried warning and identification tape

1 Polyethylene plastic and metallic core or metallic-faced with integral wires, foil backing, or other means of enabling detection by a metal detector when the tape is buried up to 3 feet deep

2 Acid-and alkali-resistant

3 Polyethylene plastic warning tape shall be manufactured specifically for warning and identification of buried utility lines

4 Provide tape on rolls, 3-inch minimum width, color coded for the intended utility with a warning and identification imprinted in bold black letters continuously over the entire tape length Warning and identification to read, "CAUTION, BURIED (intended service) LINE BELOW" or similar wording.

5 Color and printing to be permanent, unaffected by moisture or soil

6 Minimum thickness of the tape shall be 0 004 inch Tape shall have a minimum strength of 1,500 psi lengthwise and 1,250 psi crosswise

7 Encase the metallic element of the tape in a protective jacket or provide with other means of corrosion protection

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PART 3 EXECUTION

3.1 LINES AND GRADES

A Lay pipes to lines and grades indicated

B Owner to approve in advance changes in lines, grades, and depths of utilities when changes are required for Project conditions Note changes on Record Drawings

3 2 PREPARATION

A Call local utility line information service at 811 not less than three working days before performing Work

1 Request underground utilities to be located and marked within and surrounding construction areas

2 Prior to start of trenching, pot hole at connection(s) and as required confirming the locations of all utilities in the pipeline alignment

3 No trenching is permitted until pot holing is complete.

B. Identify required lines, levels, contours, and datum locations

C Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic

D Maintain and protect above and below grade utilities indicated to remain

E Protect plant life, lawns, and other features remaining as portion of final landscaping

F Protect bench marks, existing structures, fences, sidewalks, paving, and curbs.

3 3 TRENCHING

A General· comply with trench requirements of individual Sections of the Specifications and Drawings. Notify the Engineer when conflicts are found

B Excavation

1. Excavate trenches to depth indicated on Drawings plus depth required to place bedding material.
2. Remove lumped subsoil, boulders, and rock.
3 Cut trenches sufficiently wide to enable installation and allow inspection
4. Excavate bottom of trenches maximum 18 inches wider than outside diameter of pipe.
5. Do not interfere with 45 degree bearing splay of foundations
6 When Project conditions permit or require, slope side walls of excavation starting 24 inches above top of pipe.

C Trench preparation·

1 Cut out soft areas of subgrade not capable of compaction in place. Backfill with aggregate drainage fill material and compact in accordance with Section 31 23 23 – Fill and Compaction

2 Correct areas over excavated in error with aggregate drainage fill material and compact

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3 Trim excavation Hand trim for bell and spigot pipe joints. Remove loose matter
4. Grade trench bottom accurately to provide uniform and continuous bearing and support for pipes

D. Obstructions·

1 Remove all obstructions encountered within the trench area or adjacent thereto
2. The Engineer may, if requested by the Contractor, make minor changes in trench alignment to avoid major obstructions, provided such alignment changes can be made without adversely affecting the intended function of the facility
3 The Contractor shall pay any additional costs resulting from such minor alignment changes

E Stockpile topsoil and subsoil in area designated on site to height not exceeding 8 feet and protect from erosion.

3 4 SURFACE WATER CONTROL SYSTEM

A Keep trenches free from water during construction

1 Provide ditches, berms, and other devices to divert and drain surface water from excavation area.
2 Divert surface water and seepage water within excavation areas into sumps and pump water into drainage channels or settling basins
3. Control and remove unanticipated water seepage into excavation
4 Control surface water to prevent entry to excavations.

B Discharge water in accordance with all laws, regulations, and the discharge permit. Use a sediment trap in accordance with Section 31 25 00 – Erosion and Sediment Control

3 5 BEDDING

A Provide a layer of bedding below pipe and conduits as shown on the Drawings

1 Compact in accordance with Section 31 23 23 – Fill and Compaction.
a. Use hand operated, plate type, vibratory, or other suitable hand tampers in areas not accessible to larger rollers or compactors.
b Avoid damaging pipes and protective pipe coatings
c. Compaction of materials by ponding and jetting is prohibited unless specifically pre-approved by the Engineer.
2. Provide uniform and continuous support for each section of utility except at bell holes or depressions as necessary for making proper joints
3. When groundwater is encountered, well graded crushed rock shall be used for pipe bedding and backfill (1/4 inch minimum to 3/4 inch maximum) Crushed rock shall be compacted after placement and wrapped in non-woven geotextile

B When Engineer determines that the undisturbed subgrade is acceptable, pipes and conduits may be installed without additional bedding below the utilities

1 Remove large rocks that may damage the pipe

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2. The undisturbed subgrade shall be compacted in accordance with Section 31 23 23 – Fill and Compaction.
3. Prepare subgrade according to subpart 3 3, C above

C After installing pipe.

1. Place bedding in 8 inch maximum loose lifts and compact in accordance with Section 31 23 23 – Fill and Compaction
2 Use bedding material to backfill trench to 12 inches or three times the pipe diameter, whichever is less, over the top of the pipe

3 6 BURIED WARNING AND IDENTIFICATION TAPE

A Install tape above all buried pipes and conduits in accordance with manufacturer's recommendations except as modified here.

1 Bury tape 24 inches below finished grade in paved areas;
2 Bury 18 inches below finished grade in unpaved areas and,
3 Where conditions exist that prevent compliance with the above depths, bury tape half the distance between the finish grade and the top of pipe or 6 inches deep, whichever is greater

3.7 GENERAL BACKFILLING

A Construct backfill as indicated and specified in this Section

1 Place backfill in 8 inch maximum loose lifts
2 Bring up evenly on each side and along the full length of the pipe
3. Ensure that no damage is done to structures or their protective coatings
4 Compact each loose lift in accordance with Section 31 23 23 – Fill and Compaction before placing the next lift
5. Maintain optimum moisture content of fill materials to attain required compaction density
6 Do not backfill in freezing weather or when the material in the trench is frozen or muddy
7 Where settlements greater than the tolerance allowed for grading occur in trenches and pits due to improper compaction, excavate to the depth necessary to rectify the problem, then backfill and compact the excavation as specified and restore the surface to the required elevation.
8 Coordinate backfilling with testing of utilities.
9. Provide buried warning and identification tape installed in accordance with the manufacturer's recommendations and subpart 3.7 above
10. Do not leave more than 20 feet of trench open at end of working day
11 Protect open trench to protect wildlife, the public, and vehicles from entry

3.8 COMPACTION

A Compaction of pipe and conduit bedding·

1 Compact bedding to 95 percent of ASTM D1557 maximum density.

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2 Compact crushed rock (if used) using at least two passes of vibratory compaction equipment

B Compaction of backfill.

1 Compact backfill to 90 percent of ASTM D1557 maximum density.

3 9 FINISH GRADING

A Finished surfaces shall be smooth, compacted and free from irregularities The degree of finish shall be that normally obtainable with a blade grader

B Finished grade shall be as specified by the contours plus or minus 1 inch except where a local change in elevation is required to match sidewalks, curbs, manholes, and catch basins, or to ensure proper drainage Allowance for topsoil and grass cover, and subbase and pavement thickness shall be made so that the specified thickness of overlay can be applied to attain the finished grade

C Where the soil is to be cultivated, rocks larger than 2 1/2 inches in maximum dimension, roots and other debris on the surface of the finish grade shall be removed and properly disposed of.

3.10 TOLERANCES

A. Top surface of backfilling: plus or minus 1 inch from required elevations.

3 11 FIELD QUALITY CONTROL

A The Engineer will test bedding and backfill for moisture / density relations in accordance with ASTM D1557 and D4253 Perform at least one of each of the required tests for each material used sufficiently in advance of construction so as not to delay work. Provide additional tests as specified for each change of source Perform density and moisture tests in randomly selected locations and in accordance with ASTM D1556, ASTM D2992, and ASTM D3017 as follows·

1 Bedding and backfill in trenches· one test per 2,000 lf in each lift and when requested by the Engineer

2 Appurtenance structures one test per 1,000 sq ft or fraction thereof in each lift A minimum of one test shall be performed per structure. Laboratory material tests according to ASTM D1557

3 In place compaction tests according to following.

a Density tests ASTM D1556, or ASTM D2922

b Moisture tests. ASTM D3017

B When tests indicate work does not meet specified requirements, remove work, replace, compact, and retest

END OF SECTION

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SECTION 31 23 24 – FLOWABLE FILL

PART 1 GENERAL

1.1 SECTION CONTENTS

A Flowable fill

B Admixtures

C Mixes

D. Source quality control

1 2 REFERENCES

A The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced The publications are referred to within the text by the basic designation only In case of conflict, the requirements of this Section shall prevail

1. ASTM International

ASTM C1040	*In-Place Density of Unhardened and Hardened Concrete*
ASTM C150	*Portland Cement*
ASTM C260	*Air-Entraining Admixtures for Concrete*
ASTM C33	*Concrete Aggregates*
ASTM C494	*Chemical Admixtures for Concrete*
ASTM C618	*Coal Fly Ash and Raw or Calcined Natural Pozzolan*
ASTM C94	*Ready-Mixed Concrete*
ASTM D4832	*Preparation and Testing of Controlled Low Strength Material*
ASTM D6103	*Flow Consistency of Controlled Low Strength Material*

1 3 SUBMITTALS

A. Mix design.

B Delivery tickets furnish duplicate delivery tickets indicating actual materials delivered to Project Site.

1 4 ENVIRONMENTAL REQUIREMENTS

A Do not install flowable fill during inclement weather or when ambient temperature is less than 50 degrees F

PART 2 PRODUCTS

2.1 FLOWABLE FILL

A Flowable fill non-excavatable type.

1 The flowable fill shall consist of a mixture of sand, coarse aggregate, cement and water

2 Fly ash and approved admixtures may be used to obtain the required properties of the mix.
3 The mix shall have good workability and flowability with self-compacting and self leveling characteristics
4 No changes shall be made in the amounts or sources of the approved mix ingredients without the approval of Engineer
5 Product inspection and field testing of the approved mix may be made by, or on behalf of, Engineer

2 2 MATERIALS

A Cement. all cement used shall be Type II Portland cement which shall conform to the requirements of ASTM C150

B Fly Ash. fly ash may be either Class C or Class F The fly ash shall conform to ASTM C618

C Aggregates

1. Fine aggregate· all fine aggregate shall conform to the grading and quality requirements of ASTM C33.
2. Coarse aggregate coarse aggregate shall conform to the grading and quality requirements of ASTM C33 for size No. 476, No. 57, or No 67

D Water the batch mixing water and mixer washout water shall conform to the requirements of ASTM C94

E Admixtures

1 Chemical admixtures that do not contain calcium chloride and conform to ASTM C494 for concrete may be used in the flowable fill mix
2 All chemical admixtures shall be compatible with the cement and all other admixtures in the batch

F Flowable fill proportions

1. Strength flowable fill shall have a minimum 28 day compressive strength of 125 psi when molded and cured as in conformance with ASTM D4832
2 The flowable fill shall have a minimum cement content of 100 lbs/cu yd The water cementitious materials ratio of the mix shall not exceed 7 2
3 Air entrainment all flowable fill shall be air entrained to a total air content of approximately 5 percent and comply with ASTM C260.
4. Slump· the minimum slump shall be 6 inches and the maximum slump shall be 8 inches when tested in accordance with ASTM D6103
5 Aggregate fine aggregate shall be between 50 percent and 60 percent by volume of the total aggregates in the flowable fill mix.
6. Consistency
   a. The consistency of the flowable fill slurry shall be such that the material flows easily into all openings between the pipe and the lower portion of the trench

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b When trenches are on a steep slope, a stiffer mix of slurry may be required to prevent flowable fill from flowing down the trench

c When a stiffer mix is used, vibration shall be performed to ensure that the flowable fill slurry completely fills all spaces between the pipe and the lower portion of the trench.

2 3 MIXES

A Mix and deliver flowable fill according to ASTM C94, Option C.

2 4 SOURCE QUALITY CONTROL

A Delivery tickets shall include the following information:

1 Project designation
2. Date
3 Time
4 Class and quantity of flowable fill
5. Actual batch proportions
6 Free moisture content of aggregate
7. Quantity of water withheld.

PART 3 EXECUTION

3 1 EXAMINATION

A Verify excavation is complete.

B. Verify utility installation as specified before placing flowable fill

C. Verify excavation is dry and dewatering system is operating.

3.2 PREPARATION

A Support and restrain utilities to prevent movement and flotation during installation of flowable fill

B Protect structures and utilities from damage caused by hydraulic pressure of flowable fill before fill hardens

C. Protect utilities and foundation drains to prevent intrusion of flowable fill.

3.3 PLACEMENT

A Place flowable fill by chute, pumping or other methods approved by Engineer

B. Flowable fill shall be placed under the pipe from one side so that it flows under the pipe until it appears on the other side.

1 Flowable fill shall be added to both sides of the pipe until it completely fills the space between the pipe and the sides of the trench, to the depths shown in the Drawings

2 Place flowable fill to elevations indicated without vibration or other means of compaction.

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C When required to prevent uplift, the flowable fill shall be placed in stages as required, allowing sufficient time for the initial set of the first stage before the remainder is placed.

D Place flowable fill in lifts to prevent lateral pressures from exceeding structural capacity of structures and utilities

E Flowable fill shall be deposited as nearly as practical in its final position and in no way disturb the pipe trench or cause foreign material to become mixed with the flowable fill

F Soil backfill shall not be placed until the flowable fill has reached the initial set

1 If backfill is not to be placed over the flowable fill within 8 hours, a 6 inch cover of moist earth shall be placed over the flowable fill surface

2 If the air temperature is 50 degrees F or less, the moist earth cover should be at least 18 inches thick

3 4 FIELD QUALITY CONTROL

A Engineer will perform in-place density tests using nuclear test device, according to ASTM C1040

3 5 CLEANING

A Remove spilled and excess flowable fill from Project Site

B Restore facilities and site areas damaged or contaminated by flowable fill installation to existing condition before installation

END OF SECTION

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SECTION 31 25 00 – EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.1 SECTION CONTENTS

A. Erosion control materials

B Erosion control installation requirements

1.2 REFERENCES

A. The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced The publications are referred to within the text by the basic designation only. In case of conflict, the requirements of this Section shall prevail

1 ASTM International·

ASTM D4355 *Deterioration of Geotextiles by Exposure to Light, Moisture and Heat*

ASTM D4632 *Grab Breaking Load and Elongation of Geotextiles*

1.3 SUBMITTALS

A. Erosion Control Plan for the Work

B Shop Drawings, including

1. Methods of erosion control and their locations on the site
2 The work area, haul routes, storage areas, access routes, and preconstruction land conditions including trees and vegetation.

C Product Data. all products used must be approved by Engineer prior to delivery to the site

D Samples of materials if required by the Engineer

1.4 QUALITY ASSURANCE

A. Perform work according to Colusa County standards.

PART 2 PRODUCTS

2 1 PERMANENTLY INSTALLED MATERIALS

A Fiber rolls.

1 Diameter 8 inches minimum
2 All biodegradable material construction
3 Manufacturer. American Fiber Rolls and Erosion Control, Inc , Biodegradable Fiber Rolls, or approved equal

B Erosion fabric.

1 All jute or other biodegradable material construction.
2 Manufacturer Western Excelsior, Excel R-1 All Natural, or approved equal

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C Stakes. Softwood lumber, chisel pointed.

PART 3 EXECUTION

3 1 GENERAL

A The Contractor must meet all requirements of the approved Erosion Control Plan.

B. Employ and utilize environmental protection methods, obtain all necessary permits, and fully observe all local, state, and federal regulations

C. Except for any work or storage area and access routes specifically assigned for the use of the Contractor, the land areas outside the limits of construction shall be preserved in their present condition Contractor shall confine his construction activities to areas defined for work within the Engineer approved Shop Drawings

D Incorporate erosion control devices into Project at earliest practical time

1 Construct, stabilize, and activate erosion controls before Site disturbance within tributary areas of those controls

2 Stockpile and waste pile heights shall not exceed 8 feet. Slope stockpile sides at 2.1 or flatter

3 Stabilize any disturbed area of affected erosion control devices on which activity has ceased and which will remain exposed for more than 20 days by seeding as specified in this Section

4 Stabilize diversion channels, sediment traps, and stockpiles immediately

3.2 SITE PROTECTION

A Surface water protection·

1. Grade site to drain Maintain excavations free of water Provide, operate, and maintain necessary pumping and sediment trapping equipment.
2. Protect site from puddles or running water. Provide water barriers as required to protect site from soil erosion
3 Discharges from the construction site shall not contain pollutants at concentrations that produce objectionable films, colors, turbidity, deposits or noxious odors in the receiving stream or waterway

B. Land protection.

1 Manage and control all borrow areas, work or storage areas, access routes and embankments to prevent sediment from entering nearby water or land adjacent to the Site

2 Restore all disturbed areas including borrow and haul areas and establish permanent type of locally adaptable vegetative cover as approved by Colusa County

3 Plan and execute earthwork in a manner to minimize duration of exposure of unprotected soils

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4. Except for areas designated by the Contract Documents to be cleared and grubbed, the Contractor shall not deface, injure, or destroy trees and vegetation, nor remove, cut, or disturb them without approval of the Engineer Any damage caused by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense

C Dust control.

1 Execute work by methods that minimize raising dust from construction operations.
2 Provide positive means to prevent airborne dust from dispersing into atmosphere
3 Measures to control dust may include paving, frequent road cleaning, planting vegetative groundcover, or application of water The use of chemical agents such as calcium chloride is prohibited.

D Erosion and sediment control.

1. Plan and execute construction by methods to control surface drainage. Prevent erosion and sedimentation.
2. Provide temporary measures including berms, water bars, drains, and other devices to prevent water flow concentration and soil erosion
3 Cover soil stockpiles and spoils piles when not in use and install fiber rolls or silt fence around the entire pile.

E Pollution control·

1 Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations
2. Comply with pollution and environmental control requirements of Colusa County

F Solid waste disposal

1 Collect solid waste on a daily basis.
2. Provide disposal of degradable solid waste to an approved solid waste disposal site.
3 Provide disposal of non-degradable solid waste to an approved solid waste disposal site or in an alternate manner approved by Engineer and regulatory agencies.
4. No building materials wastes or unused building materials shall be buried, dumped, or disposed of on the site

G. Fuel and chemical handling

1 Store and dispose of chemical wastes in a manner approved by regulatory agencies
2. Take special measures to prevent chemicals, fuels, oils, greases, herbicides, and insecticides from entering drainage ways
3 Do not allow water used in onsite material processing, concrete curing, cleanup, and other waste waters to enter a drainage way or stream
4. The Contractor shall provide containment around fueling and chemical storage areas to ensure that spills in these areas do not reach waters of the State

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H Burning do not burn material on the site.

I Historical protection.

1 If during the course of construction, evidence of deposits of historical or archaeological interests is found, cease work affecting find and notify Engineer. Do not disturb deposits until written notice from Engineer is given to proceed

2 The Contractor will be compensated for lost time or changes in construction to avoid the find based upon normal change order procedures.

3 3 CLEANING

A Removal of utilities, facilities, and controls

1 Remove temporary utilities, equipment, facilities, and materials before final application for payment inspection

2 Clean and repair damage caused by installation or use of temporary Work

3. Restore existing facilities used during construction to original condition Restore permanent facilities used during construction to specified condition.

3.4 FIELD QUALITY CONTROL

A Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.

B Maintain areas free of waste materials, debris, and rubbish Maintain site in clean and orderly condition

C. Collect and remove waste materials, debris, and rubbish from site daily and dispose of offsite

END OF SECTION

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SECTION 33 11 14 - Public Water Supply Wells

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1.0 General

This Drilling Technical Specification describes the minimum requirements for drilling and construction of two (2) replacement water supply wells for Colusa County Service Area 2, in Stonyford, Colusa County, California The well site location is shown on the design drawings, and well logs for existing Stonyford wells, Well 1 and Well 2, are provided at the end of this section.

The scope of work includes drilling a two pilot borings to obtain geologic and hydrologic data at the wellsite; drilling and installing two replacement water supply wells, developing the replacement wells; performing pump testing to determine well capacity of both wells; disinfecting the replacement wells, and, decommissioning the former water supply wells (Well 1 and Well 2).

2.0 Definitions

The following definitions shall apply in this Drilling Technical Specification:

1 *Abandoned well*: A well, whose purpose or use has been permanently discontinued, or a well in such a state of disrepair that its purpose or use cannot be reasonably achieved

2 *Alignment*: The horizontal deviation between the actual well centerline and a straight line representing the desired vertical centerline

3 *Annular space*: The space between two generally concentric, cylindrical structures, such as between two casings or between a casing and borehole.

4 *Aquifer*: A geologic formation, group of formations, or part of a formation that contains water in its voids or pores that may be used as a source of water supply.

5. *Artesian well*: A well in an aquifer where the groundwater is confined under pressure, so that the water level in the well will stand above the top of the aquifer.

6 *Bailer*: A driller's tool made from pipe with a flapper or foot valve in the bottom, used to remove cuttings or sediments from the borehole or well

7 *Casing*: A pipe installed in the well borehole to maintain the well opening

8 *Consolidated formation*: Hard rock–material strata of sedimentary-, igneous-, or metamorphic-type rock.

9 *Contractor*: The party that furnishes the work and materials for placement or installation.

10 *Drawdown*: The difference in elevation between the static and pumping water levels

11 *Gravel pack*: Gravel placed in the annular space of the well adjacent to the screen section.

12. *Groundwater*: Subsurface water occurring below the water table.

13 *Grout*: A fluid mixture of Portland cement and water of a consistency that can be forced through a pipe and placed as required or a fluid mixture of high solids bentonite and water mixed in accordance with the manufacturer's instructions.

14 *Laminar flow*: Movement of fluid particles in essentially parallel paths

15. *Plumbness*: The horizontal deviation (drift) of the well centerline from the imaginary vertical centerline.
16. *Pumping level*: The water level in the well when pumping is in progress
17. *Specific capacity*: The ratio of the discharge rate to the unit of drawdown it produces, measured inside the well (gallons per minute per foot of drawdown)
18. *Test hole*: Drilled hole used to obtain information on geologic and hydrologic conditions.
19. *Tremie pipe*: A tubular device that carries materials to designated depths in the hole.
20. *Unconsolidated formation*: Loose, soft rock–material strata of sedimentary-, igneous-, or metamorphic-type rock, that includes sand, gravel, and mixtures of sand and gravel.
21. *Uniformity coefficient*: A ratio of the sieve-size opening that will pass just 60 percent of a representative sample of the filter material divided by the sieve-size opening that will pass just 10 percent of the material.
22. *Unit capacity*: For well screens, the discharge rate-per-unit surface area of the screen face through which flow occurs (gallons per minute per square foot)
23. *Well efficiency (E)*: The ratio of actual to theoretical specific capacity.
24. *Well screen*: A cylindrical filtering device used to stabilize the aquifer or gravel pack while allowing the flow of water into the casing and permitting development of the screened formation

3.0 General Requirements

Contractor shall have a valid California C-57 drilling license, and possess the equipment and knowledge necessary to implement the scope of work

3.1 Permits and Notifications

A permit for well construction will obtained from the Colusa County Community Development Department, Environmental Health Division and the Central Valley Regional Water Quality Control Board The well locations for CSA 2 are located in an adjudicated basin, however they will both be classified as replacement wells, with no additional capacity added

All other permits for drilling and construction of the well, if any, shall be obtained.

The site shall be marked for Underground Service Alert (USA) and USA shall be notified at least 72 hours prior to the beginning of drilling

3.2 Submittals

Certifications and reports shall be submitted as required in other sections of this specification and as required by the purchaser These submittals include:

1. Records of drilling fluid property tests (Sec. 4 1 3)
2. Geophysical log data (Sec 4 3)
3. Drilling fluid removal plan (Sec. 4.4.1)

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4 Pilot boring water quality analytical results (Sec. 4.4.3)

5 Replacement supply well drillers log, including encountered lithology, well construction materials, construction details (Sec. 11.0)

6 Well development plan (Sec 8.0)

7. Well development field notes and records (Sec. 8.4)

8. Well performance testing field notes and records, and analytical results (Sec. 9.0)

9. Department of Water Resources Well Completion Reports for installing the replacement water supply well and for decommissioning the existing water supply well

3.3 Protection of Groundwater

All reasonably necessary precautions shall be taken during construction of the well to ensure that contaminants do not reach the subsurface environment.

4.0 Pilot Boring and Investigation of Geologic and Hydrologic Conditions and Groundwater Quality

The purpose of this section is to present requirements for the collection, evaluation, and reporting of data necessary to establish the site-specific geologic and hydrologic conditions and groundwater-quality parameters. Reliable information regarding specific geologic materials and aquifer conditions at the site is necessary to establish the optimum design for various elements of the final replacement water supply well.

4.1 Drilling Methodology

The pilot boring shall be drilled using mud or reverse circulation (dual tube) air rotary drilling methods The pilot boring shall be approximately 6 in. diameter, shall be drilled to a minimum depth of 100 feet below ground surface, with a potential maximum depth of 200 feet depending on observations by the Field Geologist during drilling.

4.1.1 Drilling Fluid Materials (Mud Rotary Method)

Drilling fluids are used in the process of drilling to facilitate the removal of formation cuttings and to stabilize the borehole during drilling and completion operations. All drilling fluids shall be NSF 60 or NSF 61 certified.

Freshwater-based drilling fluids shall be used, and acceptable additives to drilling fluids are as follows:

1. Dissolved additives
   - a mud-thinning agents
   - b surfactants
   - c drilling detergents
   - d foaming agents
   - e natural and synthetic polymers
2. Non-dissolved additives
   - a native solids (clays and sand)
   - b bentonite
   - c density-increasing materials

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4.1.2 Drilling Fluid Properties and Tests (Mud Rotary Method)

During the drilling operation, when additives to freshwater are used, drilling-fluid properties shall be maintained within limits that will allow their complete removal from the water produced from the boring, if necessary, and shall not damage the quality of the boring Drilling-fluid properties shall be maintained during normal drilling operations within the following limits using test procedures conforming to API RP 13B·

1 Weight (fluid density)—limits 70–85 lb/ft^3, test equipment mud balance
2 Viscosity—limits 32–40 sec/qt, test equipment 1 quart mud cup, Marsh funnel, stopwatch
3. Filtration (wall cake and filtration loss)—limits 3/32 in with maximum 20 cc water loss in 30 min , test equipment filter press, graduated cylinder, stopwatch.
4. Sand content (solids larger than 200 mesh)—limits: 2–4 percent, by volume, test equipment. sand-content set

4.1.3 Frequency and Recording of Drilling-Fluid Property Tests (Mud Rotary Method)

Drilling-fluid properties shall be tested once for every 50 ft of hole drilled or 4 hr of circulating time, whichever is more frequent. The drilling-fluid properties set forth in Sec. 4 1 2 shall be measured and recorded.

4.2 Soil Sampling

4.2 1 Frequency of Sampling

Formation samples shall be taken beginning at 50 ft, at a maximum interval of 20 ft and at each change in formation Particular care shall be taken when collecting samples from expected producing zones

At the direction of the Field Geologist, additional samples should be obtained at a minimum interval of 10 ft, as required from expected water producing zones.

4.2.2 Collection and Storage

Samples shall be collected, dried, and preserved in separate containers of at least 1.1 lb capacity for each interval. Containers shall be plainly marked with well designation, location, depth interval, sampling method, sampler type, and the date and time the sample was taken.

The Contractor shall be responsible for the safe storage of formation samples until such time as they are accepted by the Field Geologist.

4.3 Geophysical Logging

After achieving total depth in the pilot boring, the following geophysical tests shall be performed to evaluate subsurface lithology and hydrology

1 Spontaneous potential log
2 Short and Long Normal Resistivity log
3. Gamma ray log
4 Caliper log
5 Deviation log

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4.4 Well Flow Profiling

Prior to groundwater sample collection, the drilling fluid shall be removed from the pilot boring zone so that groundwater can infiltrate the borehole. Contractor shall provide Drilling Fluid Removal Plan prior to commencing drilling activities. A vertical flow profile of the pilot boring shall be conducted by installing a temporary PVC casing screened from 50 feet to the bottom of the pilot boring and utilize an electromagnetic (EM) flow meter to continuously log aquifer flow characteristics starting from the bottom of the temporary screen and proceeding to the top of the temporary screen. Flow characteristics shall be recorded electronically.

4.5 Groundwater Sampling and Analyses

Results from geophysical borehole logging devices and observation of formation samples obtained from the pilot boring shall be used to identify the depths of principal aquifers. Groundwater samples shall be taken for chemical analyses from each aquifer designated as a possible source for development, as determined by the well flow profiling and geophysical logs. Contractor shall assist Field Geologist in collecting water samples for field testing and laboratory analysis.

4.5.1 Groundwater Sampling Methodology

Following the well flow profiling, groundwater samples will be collected from identified aquifer zones using a discrete point sampler (1-liter capability) along with water level and discharge flow monitoring equipment. A test pump will be set near the top of the screen section and pumping will be conducted at a rate that does not draw the water level down to the pump intake, as monitored by water level and discharge meters.

4.5.2 Water Quality Laboratory Analyses

The analyses of groundwater extracted from each principle aquifer designated as a possible source of development shall consist of the following laboratory analyses for contaminants of concern identified in the region:

1. Nitrate by EPA Method 300
2. Total dissolved solids by Method SM2540C
3. Arsenic by EPA Method 200.8
4. Mercury by EPA Method 245.1
5. Chromium by EPA Method 200.7
6. Hexavalent Chromium by EPA Method 218.6

4.6 Soil Geotechnical Analyses

Data collected from the pilot boring, including observations from soil samples, data collected from geophysical logging, and groundwater analytical results, will be used to determine the principal aquifers to be used as sources for development Soil samples recovered from the pilot boring from within these principal aquifers shall be analyzed for geotechnical parameters to determine specific construction details for the replacement water supply well screen and gravel pack materials For selected soil samples, a sieve analysis shall be performed to determine the range of grain sizes and their distribution, and the uniformity coefficient shall be calculated to determine whether the soils are well or poorly graded

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5.0 Replacement Water Supply Well Drilling

After completing the pilot boring as described in Sec 4.0, the replacement water supply well will be drilled and installed The expected minimum boring diameter is 16-inches as shown on the design drawings for quote purposes The final boring diameter and total depth will be determined based on observations from the pilot boring The replacement water supply well shall be drilled using mud rotary methods

The drilling methodology for the replacement water supply well shall be consistent with that of the pilot boring, as described in Sec. 4.1.1 through Sec. 4.1.3.

6.0 Water Supply Well Materials

All well construction materials shall be certified under NSF/ANSI 61 – Drinking Water System Components – Health Effects where applicable.

6.1 Gravel-pack

6.1.1 Gravel-pack Material Requirements and Impurity Limits

The following requirements shall apply to the selected gravel pack material:

1 The gravel-pack material shall have an average specific gravity of not less than 2 5 Not more than 1 percent, by weight, of the material shall have a specific gravity of 2 25 or less

2 Thin, flat, or elongated pieces, the maximum dimension of which exceeds three times the minimum, shall not be in excess of 2 percent, by weight

3. Not more than 5 percent of the gravel shall be soluble in hydrochloric acid.

4 The material shall be washed and free of shale, mica, clay, dirt, loam, and organic impurities of any kind.

5 The material shall contain no iron, manganese, copper, lead, or other heavy metals in a form or quantity that will adversely affect the quality of the well water.

6 Tests for gradation of gravel-pack material shall be performed according to the method of testing specified in ASTM C136.

7 The ratio of grain size of gravel-pack material to formation material shall range from 6:1 to 4:1. Usually, the fiftieth or the seventieth percentile of the grain sizes retained of both materials are compared.

8 The uniformity coefficient of the gravel pack shall not exceed 2 5

9. The size-distribution curve of the gravel pack shall parallel the central part of the formation-sand distribution curve for formation sands having a uniformity coefficient less than 2.5.

Gravel-pack materials and methods of placement shall be selected based on site-specific conditions The gravel-pack materials and the thickness of the gravel pack shall be based on the information available, including production formation data, well screen, and gravel-pack materials that are practically and economically available.

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6.1.2 Gravel-pack Thickness and Location

Selection of the gravel-pack thickness surrounding the screen is dependent on the aquifer characteristics observed in the pilot boring, and shall be based on individual, site-specific aquifer information and construction criteria. The minimum gravel-pack thickness shall be 3 inches Gravel-pack material shall be placed in the annular space adjacent to the well screens. Gravel-pack or fine sand shall extend above the screen at least 5 ft.

6.1.3 Gravel-pack Delivery and Storage

The gravel-pack material shall be delivered to the well site in bags or in bulk. Gravel-pack material that comes in contact with the ground surface shall not be used, and all materials shall be protected from contamination until installed

6.2 Grouting and Sealing Materials

A sand cement grout will be used to seal the well. Grouting will be done in accordance with requirements of the drilling permit issued by SCDER for the well. A 10.3-sack cement mix will be used, which will consist of no more than 188 pounds of sand mixed together with one 94 pound bag of Portland cement (i.e a 2 to 1 ratio or less of sand to cement by weight). A water content ranging from 4.5 to 7 gallons per sack is required

Cement shall be API Spec. 10, Class B (similar to ASTM C150, type 2) A maximum of 6 percent, by weight, bentonite and 2 percent, by weight, calcium chloride may be added.

6.3 Well Casing

The well will be constructed using approximately 55 feet of unperforated 10-inch nominal internal diameter Type 304 Stainless Steel, ASTM A778, ¼-inch thickness All casing material shall be new, and the Contractor shall provide mill certifications by the casing manufacturer Casing shall be furnished from the factory in lengths ordered by the Contractor with welding collars attached. Weld collars shall be the same thickness and have the same physical and chemical properties as the corresponding casing section. Collars must be 5 inches wide, rolled to fit the outside diameter, and factory welded to one end of each section with 2 inches on and 3 inches off. Actual length of the casing shall be determined following the test boring

6.4 Well Screens

The well screen diameter, screen length, screen material, screen type, and position shall be selected with regard to the aquifers thickness and stratigraphic layering, in addition to the various hydraulic factors affecting the well's performance. Stratigraphic layers varying in coarseness and permeability also may influence the length and position of screen selected Data collected from the pilot boring, as described in Sec. 4.0, shall be used to determine the final construction details for the well screen.

For planning purposes, it is anticipated that the well screen will consist of approximately 60 feet of 10-inch nominal internal diameter 304L continuous wire wrap screen of ASTM A778 Stainless Steel Screen must be provided by the same manufacture providing the Blank Casing and have matching physical and chemical properties to prevent galvanic corrosion Weld rings on screen shall be 4 inches wide Well screen slot size(s) will be determined after conducting a sieve analysis of samples recovered from the borehole

The screen-aperture openings shall be sized to retain between 80 and 95 percent of gravel-pack material Joins between screen sections and blank casing shall be welded, watertight, straight, and as strong as the screen. The bottom of the deepest screen or screen sump shall be sealed using a welded bull-nose plug fitting

7.0 Water Supply Well Construction

7.1 Well-casing Installation

The method of well-casing installation shall be at the option of the Contractor, provided the installation meets the requirements of Sec 7 5, and the installation process does not alter the shape, size, configuration, or strength of the casing. Casing joints shall welded, watertight, straight, and as strong as the casing.

7.2 Well-screen Installation

Well screens installed in gravel pack wells shall be centered in the hole. A sufficient number of centralizing devices shall be used to ensure concentricity.

7.3 Gravel-pack Installation

The gravel-pack shall be placed uniformly around all screened intervals to a height of at least 2 feet above the top of the screen. Gravel-pack materials shall be emplaced using tremie pipe or direct circulation such that bridging does not occur and gravel-pack materials are uniform in their distribution surrounding the screen.

7.3.1 Drilling Fluid

Before the introduction of gravel pack, the drilling fluid shall be reconditioned, unless different properties are needed to protect the well, until it has the following properties:

1 Weight—a maximum of 68 lb/ft^3

2. Viscosity—a maximum of 30 sec/qt, determined by the API Marsh funnel test.

3 Sand content of fluid in the system—a maximum of 1 percent, by volume

7.3.2 Unusual Drilling Conditions

Where aquifer conditions make it necessary to continue drilling operations with drilling fluid that does not meet these standards, the Contractor shall be responsible for the complete removal of drilling fluid and development of the well

7.3.3 Gravel-pack Disinfection

The gravel pack, as it is installed, shall be disinfected according to Sec 10 0

7.4 Grouting and Sealing Requirements

The replacement water supply well shall be sealed to a minimum depth of 50 feet or as shown on the drawings, to prevent the entrance of water from any source other than from the aquifers selected and to protect the upper casing Final seal depth shall be determined by the Field Geologist based on geologic data collected from the pilot boring. The annular space around the conductor and well casing, from the surface to the designated depth, shall be grouted and shall not be less than 3 inches in radial thickness or 6 inches in net diametrical difference

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7.4.1 Method of Placement

Grout material shall be placed by tremie pouring (after water or other drilling fluid has been circulated in the annular space sufficient to clear obstructions) When making a tremie pour, the tremie pipe shall be lowered to the bottom of the zone being grouted and raised slowly as the grout material is introduced. The tremie pipe shall be kept full continuously from start to finish of the grouting procedure, and the discharge end of the tremie pipe shall be continuously submerged in the grout, until the zone to be grouted is completely filled.

7 4 2 Sealing of Select Zones

All zones containing water of undesirable quality or zones to be protected but excluded from final well completion shall be grouted from a point at least 5 ft above the zone to a point at least 5 ft below the zone

7.4.3 Sealing of Uncompleted Borehole

The sealing of an uncompleted borehole shall be performed according to the requirements set forth in Sec 12 0

7.5 Plumbness and Alignment

Plumbness and alignment of all water wells shall be tested in accordance with AWWA A100-15

7.6 Well-site Considerations

7.6.1 Security of Well Site

At all times during the progress of the work, the Contractor shall use reasonable precautions to prevent either tampering with the well or the entrance of foreign material or surface water into the well.

7.6 2 Temporary Capping of Well

On completion of the well, the Contractor shall install a suitable threaded, flanged, or welded cap or compression seal to prevent foreign material from entering the well

7 6 3 Height of Casing Aboveground

Unless otherwise specified by the purchaser, the casing shall extend not less than 24 in above the final ground-level elevation.

7.6.4 Equipment Placement

Any appurtenances that will permit direct, open access to the well shall also meet the height requirements of Sec 7 6 3 and shall be sealed or screened to prevent entrance of foreign matter, surface water, or contaminants into the well.

7 6.5 Site Grading

The ground immediately surrounding the well casing shall be sloped away from the well to prevent surface runoff from collecting around the completed well

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8.0 Well Development

Well development consists of the application of appropriate techniques designed to bring the well to its maximum production capacity with attendant optimization of well efficiency, specific capacity, stabilization of aquifer material, and control of sand and suspended solids. Well development shall be performed within 48 hours after completion of the well and the minimum cure time of the grout. Well development shall be performed for a minimum of 8 hours, and shall continue until the criteria listed in Sec. 8.3 have been satisfied. Commercial mud thinners and dispersants may be used with prior approval from the Field Geologist.

Contractor shall submit Well Development Plan prior to beginning any well drilling activities. At a minimum, the plan shall define anticipated well development methods and wastewater management Wastewater management shall be performed in accordance with State Water Resources Control Board Order WQ 2014-0194-DWQ, General Order No CAG140001

8.1 Well Development Procedure

Well development shall be performed using a combination of techniques including bailing, surging, swabbing, superchlorination, flushing, pumping, jetting, and airlifting Following the use of surging and one or more of the other preliminary methods, a well pump shall be used for final development and for testing development The well pump shall have a capacity in excess of the anticipated lift and final production capacity of the well. The pump shall be set to a depth in excess of the anticipated pumping level

The development equipment and method used shall permit variable pumping discharge rates The discharge piping provided shall include orifices and meters that will accurately measure the discharge rate The discharge piping shall also include a valve or other appropriate device for controlling or regulating the discharge rate.

8.2 Measurement of Operating Parameters During Development

The device used to measure the pump discharge rate shall have a minimum accuracy of 95 percent. Water elevations in the well shall be measured periodically during well development. Sand content shall be measured using a Rossum sand tester or its equivalent. Turbidity shall be measured with appropriate field instrumentation.

8.3 Well Development Completion

Well development shall be performed for a minimum of 8 hours, and will be considered complete after the following criteria for specific capacity and sand content and turbidity have been achieved.

8.3.1 Specific Capacity

Specific capacity of the well shall be estimated by Contractor during development and will be verified by the Field Geologist. The specific capacity (Sc) is the flow rate (Q) per foot of drawdown (s)

Sc = Q (gallons/min) / s (ft)

Development shall continue past 8 hours as long as the well's specific capacity increases 5% or more for one hour of active development

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8.3.2 Sand Content and Turbidity

Development shall be considered complete once sand content measured using the Rossum sand tester, or its equivalent, averaged among a minimum of 6 measurements in one hour is not more than 5 milligrams per liter (mg/L), and water is turbidity free (NTU <5) for a continuous pumping period of one hour.

8.4 Final Report

In addition to the items covered under Sec 11.0, the development records shall be reported

9.0 Well Pump Testing and Verification Sampling

9.1 Pump Testing

Pump tests are necessary to determine well performance parameters including well capacity, drawdown, long-term production capabilities, and permanent pump-sizing parameters., and to secure water samples for analysis.

9.1.1 Testing Methods

A test pump and flow rate measuring device shall be used during test pumping Water-level measurements shall be obtained before, during, and after the pumping test in order to acquire background information (static water levels), the effects of pumping (pumping water levels), and a profile of the recovery of the water level from the pumping level to the original state The measurement frequency of water levels during pumping shall be such that adequate definition of the time–drawdown data is made available.

Pump testing shall be performed using the following step-drawdown test method, and the constant-rate test method. The Contractor shall conduct any pumping tests specified without any interruptions or fluctuations that may affect the accuracy of the required pumping results

9.1.1.1 Step-drawdown Tests

A step-drawdown test shall be conducted to characterize well performance at varying rates to determine the general parameters for the constant-rate test. The well shall be pumped at progressively increasing rates, and the length of each discharge step shall be long enough to show indication of a straight-line trend on a plot of drawdown versus logarithm of time since pumping began.

It is anticipated that three 1-hour step-drawdown tests will be conducted Initial anticipated flow rates are 40, 70, and 100 gallons per minute, although the flow rates may be modified by the Field Geologist based on final well design parameters.

9.1.1.2 Constant-rate Tests

After the step-drawdown test, a constant-rate pumping test shall be conducted at a designated capacity of at least the design or rated capacity of the well, or greater. The well shall be pumped at a constant rate for a minimum of 8 hours, or until a straight-line trend is observed on a plot of water level versus the logarithm of time since pumping began. Recovery time of the pumping well and any observation wells to be used in the constant-rate test shall be such that a straight-line trend is observed in all of the wells on a plot of the water level versus the

logarithm of time. Results of the constant-rate pumping test shall be used to design the permanent well-pumping equipment.

9.1.1.3 Records and Reports

The Contractor shall maintain all records and shall submit written reports regarding water levels, pumping rates, time intervals, and other pertinent details on the testing of the production well and all observation wells used in the test period

9.2 Water Quality Testing

Water quality shall be determined by analyses of water samples collected from the well. The analyses shall be performed by a California State-certified analytical laboratory. All analyses shall be performed according to methods prescribed by regulatory agencies having jurisdiction over the well construction

9.2.1 Sampling Procedures

9.2.1.1 Field Tests

Water temperatures, pH, and specific conductance shall be determined from samples collected and analyzed in the field.

9.2.1.2 Samples for Laboratory Analyses

One water sample shall be taken near the end of the constant-rate pumping test for chemical analyses. The water sample shall be analyzed for a full suite of Title 22 analyses:

1 Drinking Water Metals by EPA Method 200
2. Cyanide by Method SM4500-CN E
3. Asbestos by TEM EPA 100.2
4 Fluoride, Nitrate (as NO3), NO2 and NO3as N, and Nitrite as N by EPA Method 300
5 General Minerals, including Alkalinity, Calcium, Chloride, Fluoride, Hardness, Potassium, MBAS, Magnesium, Sodium, Specific Conductance, Sulfate, Total Dissolved Solids, & pH
6. General Physical, including Color, Odor, and Turbidity
7. Volatile organic compounds by EPA Method 8260B
8. Semi-volatile organic compounds by EPA Method 8270C
9. Thiobencarb, Nitrogen/Phosphorus Pesticides, and DEHA/DEHP by EPA Method 507/525
10. Radioactivity parameters including Gross Alpha (Beta, if needed) by EPA Method 900.0, Uranium by EPA Method 908.0, Radium 226 by EPA Method 903.0, and Radium 228 by Method Ra-05
11. EDB and DBCP by DPE Method 504.1
12. Chlorinated pesticides and PCBs by EPA Method 805
13. Chlorinated herbicides by EPA Method 515.1
14. Carbamates by EPA Method 531

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15 Glyphosate by EPA Method 547

16. Endothall by EPA Method 548

17. Diquat (Paraquat, if needed) by EPA Method 549

18. Benzo-a-pyrene by EPA Method 550

19. 2,3,7,8-TCDD Dioxin by EPA Method 1613

20. Lead and Copper by EPA Method 200 8

21. TTHM by EPA Method 524 2

22 HAA by EPA Method 552

23. Perchlorate by EPA Method 314

24 Total coliform by Method SM9223B

25. Heterotrophic Plate Count by Method SM9215B

10.0Well Disinfection

Prior to be connected to the water distribution piping, the replacement water supply well shall be disinfected to remove bacteriological contamination that may cause the well-water supply to be unsafe for human consumption. A chlorine solution shall be used for disinfecting the well. The chlorine solution used for disinfecting the well shall be of such volume and strength and shall be so applied that a concentration of at least 50 mg/L of available chlorine shall be obtained for the entire water depth of the well, and this solution shall remain in the well for a period of at least 12 hours.

If the samples collected after 12 hours show bacteriological contamination, as determined by results from analysis for total coliform or heterotrophic plate count, the Contractor shall prepare and apply to the entire depth of the well a total volume of the chlorine solution of at least 100 mg/L of available chlorine equal to at least four times the volume of water in the well The Contractor shall allow this solution to remain in the well for a period of at least 24 hr.

11.0Reports

11.1 Driller's Log

During drilling and completion of the well, the Contractor shall maintain a complete log, setting forth the following items as they apply:

1. Reference point for all depth measurements.
2 Depth at which each change of formation occurs.
3 Depth at which the first water was encountered, when applicable to the drilling method.
4. Location and thickness of each aquifer.
5 Identification of the stratigraphy and lithology encountered in the borehole
6. Depth interval from which each water and formation sample was taken

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7 Depth for each borehole diameter.

8. Depth to the static water level (SWL) and observable changes in SWL with well depth.

9. Total depth of completed well.

10. Location limits of lost circulation zones.

11. Depth of the surface or sanitary seal.

12 Nominal hole diameter of the well bore above and below the casing seal.

13 Quantity, type, and mixture of the grout installed for the seal.

14 Depth, length, diameter, wall thickness, material, and the type of connection of the well casing

15 Well-screen type, diameter, wall thickness, material, aperture size and orientation, type of connection, and depth interval in the borehole.

16 The interval, height, thickness, and grain size of gravel material used, and the gravel pack to formation grain-size ratio.

17 Capacity of the well, pump installed, and the observed drawdown during testing.

18. Sealing off of water-bearing strata, if any, and the exact location thereof.

19. Rate of penetration. During the drilling of the hole, a time log shall be maintained showing the rate of penetration, as well as the types of bits used in each portion of the hole

20. Any and all other pertinent information specified by the purchaser

11.2 Stratigraphic Log

The stratigraphic log shall be prepared to accompany the set of drilling samples, noting (1) depth; (2) strata thickness, (3) lithology, including size, range, and shape of constituent particles, as well as smoothness, rock/soil type, and rate of penetration; and (4) such special notes as might be helpful. The description shall conform to the United States Geological Survey (USGS) standard gradation of grain sizes.

12.0 Decommissioning of Existing Water Supply Well

After the replacement well has been installed and connected to the water supply system, the existing water supply well shall be decommissioned and sealed. Destruction of the existing water supply shall be performed consistent with California Department of Water Resources Bulletin 74-81 and 74-90

12.1 Sealing Requirements

Before sealing operations are initiated, the hole or well shall be measured for depth and checked for obstructions The pump, drop pipe, and electric wiring shall be removed from the well.

Neat cement grout shall be used as the primary sealing material and shall be placed from the bottom upward using a tremie pipe, to avoid segregation or dilution of material. Neat cement grout shall be poured in one continuous operation. To assure that the well has

been filled and there has been no jamming or bridging of the material, verification shall be made that the volume of material placed in the well at least equals the volume anticipated

After backfilling, the aboveground concrete pedestal and protective steel casing shall be removed completely, and the below-ground PVC casing shall be removed by over-drilling to an approximate depth of 5 feet. The resultant 5-foot deep boring shall be backfilled with clean native soil and compacted to match surrounding surface conditions

12.2 Records of Well Decommissioning

Complete, accurate records shall be kept of the entire decommissioning procedure. The depth of each layer of all sealing and backfilling materials, the quantity of sealing materials used, and any changes in the well made during the sealing such as perforating casing, shall be recorded in detail and a Well Completion Report shall be submitted to the State of California to document well decommissioning.

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ORIGINAL
File with DWR

WATER WELL DRILLERS REPORT

(Sections 7879, 7880, 7881, 7882, Water Code)

THE RESOURCES AGENCY OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Do Not Fill In

No 49462

State Well No.

Other Well No. 18N/6W-29

CONFIDENTIAL LOG
Water Code Sec. 13752

(1) OWNER:

Name Colusa County

Address Board of Supervisors

Colusa, California 95932

(2) LOCATION OF WELL:

County Colusa Owner's number, if any

Township, Range, and Section T18N R6W S29

Distance from cities, roads, railroads, etc.

100' South of Glenn Colusa County Line

(3) TYPE OF WORK (check):

New Well ☒ Deepening ☐ Reconditioning ☐ Destroying ☐

If destruction, describe material and procedure in Item 11.

(4) PROPOSED USE (check):

Domestic ☐ Industrial ☐ Municipal ☐

Irrigation ☒ Test Well ☐ Other ☐

(5) EQUIPMENT:

Rotary ☐

Cable ☒

Other ☐

(6) CASING INSTALLED:

STEEL: OTHER:

SINGLE ☒ DOUBLE ☐

From ft.	To ft.	Diam.	Gage or Wall
0	65	10"	10ga

If gravel packed

Diameter of Bore	From ft.	To ft.

Size of shoe or well ring 1/2x4x10"

Size of gravel:

Describe joint welded

(7) PERFORATIONS OR SCREEN:

Type of perforation or name of screen torch

From ft.	To ft.	Perf. per row	Rows per ft.	Size in. x in.
30	38	6	2	
55	65	6	2	

(8) CONSTRUCTION:

Was a surface sanitary seal provided? Yes ☐ No ☒ To what depth ft.

Were any strata sealed against pollution? Yes ☐ No ☐ If yes, note depth of strata

From ft. to ft.

From ft. to ft.

Method of sealing blank casing

(9) WATER LEVELS:

Depth at which water was first found, if known 9 ft

Standing level before perforating, if known ft.

Standing level after perforating and developing 9 ft.

(10) WELL TESTS:

Was pump test made? Yes ☒ No ☐ If yes, by whom?

Yield: 55 gal/min with 50 ft. drawdown after 8 hrs.

Temperature of water Was a chemical analysis made? Yes ☐ No ☐

Was electric log made of well? Yes ☐ No ☒ If yes, attach copy

(11) WELL LOG: Total depth 76 ft. Depth of completed well 76 ft.

Formation: *Describe by color, character, size of material, and structure*

ft	to	ft	
0'	to	4'	Top Sandy
4'	to	7'	Big Rocks
7'	to	32'	Rock & Gravel
32'	to	38'	Wash Gravel
38'	to	54'	Yellow Clay & Gravel
54'	to	61'	Blue Clay & Gravel
61'	to	62'	Blue Clay
62'	to	64'	Rock Blue Clay
64'	to	65'	Blue Clay
65'	to	76'	Blue Clay & Gravel

CONFIDENTIAL LOG
Water Code Sec. 13752

Work started 5-11 19 72 Completed 6-20 19 72

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

NAME Squier Drilling & Pump Service
(Person, firm, or corporation) (Typed or printed)

Address P.O. Box 56

Butte City, California 95920

[SIGNED] (Well Driller)

License No. 215570 Dated June 20, 19 72

SKETCH LOCATION OF WELL ON REVERSE SIDE

DWR 188 (REV 9-65)

96291-990 10-68 80M TRIP

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ENGINEERING
and
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MEMORIAL BUILDING
P.O. BOX 789
(916) 934-7055
WILLOWS, CALIFORNIA 95988

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July 11, 1972

18N/6W-29 M/N/P
Colusa Co.

Mr. Tom Maxwell
Farmers Home Administration
P. O. Box 887
Willows, California 95988

Subject: Stonyford Domestic Water Users Association.

Dear Mr. Maxwell:

Attached herewith is the final project report updating my previous analysis dated June 9, 1971.

As shown in this report, the test results are successful and I recommend that we proceed with the project.

Very Truly Yours,

Thomas E. Landon

CC: √ Planning Board - State of California - Mr. Albert S. Dolcini
FHA State Office

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

FINAL PROJECT REPORT

18N/6W-29 M/L N/P

June 28, 1972

With reference to my report dated June 9, 1971 establishing the necessity for providing preliminary engineering and geologic investigation to locate a source of supply for a domestic water system project in western Colusa County at the community of Stonyford.

On June 20, 1972 the drilling and testing of a 10 inch diameter well was completed.

The site location is in the Southwest one-quarter of Section 29, Township 18 North, Range 6 West, M.D.B. & M.

In order to comply with the Letter of Approval Conditions from the Farmers Home Administration to the Board of Supervisors, dated November 18, 1971, and the Resolution Authorizing and Ordering Agreement for drilling of test wells. The water well drillers log, construction data and well test results are as follows:

1. Well Log:

0' to 4'	Top Sandy
4' to 7'	Big Rocks
7' to 32'	Rock & Gravel
32' to 38'	Mush Gravel
38' to 54'	Yellow Clay & Gravel
54' to 61'	Blue Clay & Gravel
61' to 62'	Blue Clay
62' to 64'	Rock Blue Clay
64' to 65'	Blue Clay
65' to 76'	Blue Clay & Gravel

2. Proposed use
   Domestic

3. Casing installed
   65 ft., 10 inch diameter, 10 gage

4. Perforations
   30' to 38', 2 rows/ft, 6 perforations/row
   55' to 65', 2 rows/ft, 6 perforations/row

5. Static water level 9.0 feet

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18N/6W-29 MK NP

6. Well Test
Date - 7-7-72 and 7-8-72
Time - 20 hrs. continuous pumping
Yield - 60 G.P.M.
Draw Down - 6½ feet
Iron Test - Trace
Chlorides - 36 P.P.M.

We have further discussed with our Consulting Geologist in regard to drilling a second well at the site. He has assured us that a second well can be developed due south of the one just completed with no adverse affect on the capacity. It is our considered opinion that water in ample quantity and quality is available in the area and by applying the proper engineering principals, a satisfactory and stable water system can be developed.

We further recommend that the second well be drilled and tied into the system. This will assure the community of Stonyford of a positive continuous water supply with the chances of failure being very remote.

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18N/6W-29

ORIGINAL

File with DWR

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

WATER WELL DRILLERS REPORT

Do not fill in

No. 134186

CONFIDENTIAL tog
Water Code Sec. 13752

Notice of Intent No.

Local permit No. or Date

State Well No.

Other Well No.

Stony Ford

(1) OWNER: Name County of Colusa Service Area

Address

City Colusa, Ca. Zip

(2) LOCATION OF WELL (See instructions):

County Colusa Owner's Well Number #2

Well address if different from above Stonyford

Township 18N Range 6W Section 29

Distance from cities, roads, railroads, fences, etc.

(3) TYPE OF WORK:

New Well [X] Deepening [ ]
Reconstruction [ ]
Reconditioning [ ]
Horizontal Well [ ]
Destruction [ ] (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:

Domestic [ ]
Irrigation [ ]
Industrial [ ]
Test Well [ ]
Stock [ ]
Municipal [X]
Other [ ]

WELL LOCATION SKETCH

(5) EQUIPMENT:

Rotary [ ] Reverse [ ]
Cable [X] Air [ ]
Other [ ] Bucket [ ]

(6) GRAVEL PACK:

Yes [ ] No [X] Size

Diameter of bore

Packed from ft. to ft.

(7) CASING INSTALLED:

Steel [X] Plastic [ ] Concrete [ ]

(8) PERFORATIONS: 1/8" louver 100 slot screen

Type of perforation or size of screen

From ft.	To ft.	Dia. in.	Gage or Wall	From ft.	To ft.	Slot size
+2	70	10 3/4	1/4	26	66	1/8"

(9) WELL SEAL:

Was surface sanitary seal provided? Yes [X] No [ ] If yes, to depth 20 ft.

Were strata sealed against pollution? Yes [ ] No [ ] Interval ft.

Method of sealing Blank casing

(10) WATER LEVELS:

Depth of first water, if known 40' ft.

Standing level after well completion 12 ft.

(11) WELL TESTS:

Was well test made? Yes [ ] No [ ] If yes, by whom?

Type of test Pump [ ] Bailer [ ] Air lift [ ]

Depth to water at start of test ft. At end of test ft

Discharge gal/min after hours Water temperature

Chemical analysis made? Yes [ ] No [ ] If yes, by whom?

Was electric log made? Yes [ ] No [ ] If yes, attach copy to this report

(12) WELL LOG: Total depth 70 ft Depth of completed well 70 ft.

from ft.	to ft.	Formation (Describe by color, character, size or material)
0	20	Cobbles Boulders, sand, gravel, & yellow clay
20	40	Sand, gravel & yellow clay
40	50	Clean sand & gravel & water
50	70	Blue Clay

Work started 7/7 19 78 Completed 7/20 19 78

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief

SIGNED (Well Driller)

NAME The Water Development Corp.
(Person, firm, or corporation) (Typed or printed)

Address P.O. Box 888

City Woodland, Ca. Zip 95695

License No. 283326 Date of this report

DWR 188 (REV 7-76) IF ADDITIONAL SPACE IS NEEDED, USE NEXT CONSECUTIVELY NUMBERED FORM

CONFIDENTIAL
FOR PUBLIC USE
SEC. 13752
WATER CODE

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SECTION 33 13 00 – DISINFECTING OF WATER UTILITY DISTRIBUTION

PART 1 GENERAL

1 1 SECTION CONTENTS

A. Disinfection

1 2 REFERENCES

A. The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced. The publications are referred to within the text by the basic designation only. In case of conflict, the requirements of this Section shall prevail

1 American Water Works Association.
AWWA B300 *Hypochlorites*
AWWA C651 *Disinfecting Water Mains*

1 3 SUBMITTALS

A Product Data

1. Procedures
2 Proposed chemicals
3 Treatment levels for review

B. Test reports: indicate results comparative to specified requirements

1 4 CLOSEOUT SUBMITTALS

A Disinfection report.
1 Type and form of disinfectant used
2. Date and time of disinfectant injection start and time of completion
3. Test locations
4. Name of person collecting samples.
5 Initial and 24 hour disinfectant residuals in treated water in ppm for each outlet tested
6 Date and time of flushing start and completion.
7 Disinfectant residual after flushing in ppm for each outlet tested.

B Bacteriological report·
1 Date issued, Project name, and testing laboratory name, address, and telephone number
2 Time and date of water sample collection
3 Name of person collecting samples
4. Test locations
5 Initial and 24 hour disinfectant residuals in ppm for each outlet tested
6 Coliform bacteria test results for each outlet tested.

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7. Certify water conforms, or fails to conform, to bacterial standards of authority having jurisdiction

C Water quality certificate. water conforms to quality standards of authority having jurisdiction, suitable for human consumption

1.5 QUALITY ASSURANCE

A Perform work according to AWWA C651.

B. Water treatment firm company specializing in disinfecting potable water systems specified in this Section with three years' experience

C Testing firm company specializing in testing potable water systems, certified by State of California.

D Submit bacteriologist's signature and authority associated with testing

PART 2 PRODUCTS

2.1 DISINFECTION CHEMICALS

A. Chemicals: AWWA B300, hypochlorite

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify piping system has been cleaned, inspected, and pressure tested

B. Perform scheduling and disinfecting activity with startup, water pressure testing, adjusting and balancing, demonstration procedures, including coordination with related systems.

3.2 INSTALLATION

A. Perform disinfection of water piping system after installation of system and pressure testing is complete.

B. Maintain disinfectant in system for 24 hours.

C. Flush, circulate, and clean until required cleanliness is achieved; use municipal domestic water

D Replace permanent system devices removed for disinfection

3.3 FIELD QUALITY CONTROL

A Disinfection, Flushing, and Sampling.

1. Disinfect pipeline installation according to AWWA C651 Use of liquid chlorine is not permitted
2. Upon completion of retention period required for disinfection, flush pipeline until chlorine concentration in water leaving pipeline is no higher than that generally prevailing in existing system or is acceptable for domestic use

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3 Legally dispose of chlorinated water. When chlorinated discharge may cause damage to environment, apply neutralizing chemical to chlorinated water to neutralize chlorine residual remaining in water

4 After final flushing and before pipeline is connected to existing system, or placed in service, employ an approved independent testing laboratory to sample, test and certify water quality suitable for human consumption

END OF SECTION

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SECTION 40 05 04 – COMMON WORK RESULTS FOR PIPE

PART 1 GENERAL

1.1 SECTION CONTENTS

A General pipe requirements

B Pipe supports and anchors

C. Restrained joints

D Flexible connections

1 2 REFERENCES

A The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced The publications are referred to within the text by the basic designation only In case of conflict, the requirements of this Section shall prevail

1. The American Welding Society (AWS)
   AWS D1 1 *Structural Welding Code- Steel*
2. American Society of Mechanical Engineers.
   ASME Section IX *Welding Qualifications*
   ASME B31 9 *Building Services Piping*
3. American National Standards Institute.
   ANSI B1 1 *Unified Screw and Pipe Thread Packages*
4 ASTM International·
   ASTM E814 *Test Method for Fire Tests of Penetration Firestop Systems*
   ASTM E1966 *Test Method for Fire-Resistive Joint Systems*
   ASTM E119 *Fire Test for Buildings*
   ASTM E84 *Test Method for Surface Burning Characteristics of Building Materials*
   ASTM A588 *High-Strength, Low-Alloy Steel Plate*
   ASTM A36 *Steel for General Structural Purposes*
   ASTM A325 *Structural Bolt, Steel, Heat- Treated*
   ASTM A563 *Carbon and Alloy Steel Nuts*
   ASTM A307 *Carbon Steel Bolts and Studs*
   ASTM F436 *Chemical and Mechanical Requirements for Hardened Washers*
   ASTM B633 *Requirements for Electrodeposited Zinc Coatings Applied to Iron or Steel Articles*
   ASTM A153 *Covering Zinc Coating (Hot-Dip) of Iron and Steel Hardware*
   ASTM A123 *Zinc (Hot-Dip Galvanized) Coatings*
5 Underwriters Laboratories·
   UL 1479 *Fire Tests af Penetration Firestops*

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UL 2079 *Tests for Fire Resistance of Building Joint Systems*

6 American Water Work Association·
AWWA C-219 *Bolted Sleeve-Type Couplings for Plain-End Pipe*
AWWA C-111 *Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings*
AWWA C105 *Polyethylene Encasement for Ductile-Iron Pipe Systems*

7 Expansion Joint Manufacturers Association·
EJMA- Section C *Expansion Joint Design*

8 NSF International.
NSF 61 *Drinking Water System Components – Health Effects*
NSF 372 *Drinking Water System Components – Lead Content*

1.3 SUBMITTALS

A. Product Data
1 Manufacturer's catalog information for each product specified
a. Pipe materials
b Fittings
c. Accessories
d Appurtenances
e Valves

B. Shop Drawings
1 Indicate restrained joint details and materials being used Indicate restrained joint locations
2 Indicate layout of piping systems, including flexible connections
3 Indicate equipment connections, clearances, critical dimensions, sizes, and materials lists.

C Manufacturer's installation instructions.

D Design data calculations showing determination of restrained lengths and joint restraint details. Include calculations for bearing area when thrust blocks are used.

1 4 MAINTENANCE MATERIAL SUBMITTALS.

A Spare parts furnish one set of manufacturer's recommended spare parts.

B. Tools. furnish special wrenches and other devices required for Owner to maintain completed installation.

1 5 DELIVERY, STORAGE, AND HANDLING

A. Furnish temporary end caps and closures on piping and fittings maintain in place until installation

B Protect piping from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

C Protect piping and appurtenances from oxidation by storing off ground

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1.6 AMBIENT CONDITIONS

A. Do not install underground piping when bedding is wet or frozen.

1.7 EXISTING CONDITIONS

A Field measurements verify field measurements prior to fabrication Indicate field measurements on Shop Drawings.

1.8 WARRANTY

A Furnish 1 year manufacturer's warranty for all products included in this specification

PART 2 PRODUCTS

2.1 GENERAL

A Materials in contact with potable water. NSF 61 and NSF 372 compliant

2.2 PIPE SUPPORTS AND ANCHORS

A Metal for pipe support brackets structural steel, hot dip galvanized after fabrication

B Metal tie rods and clamps or lugs: galvanized steel sized according Part 2.4, E below, thoroughly coated with bituminous paint where buried

2.3 RESTRAINED JOINTS

A Joint restraint.

1. All joints in piping systems to be fully restrained unless noted otherwise in the drawings and specifications.
2 Flange coupling adapters shall be fully restrained.
3. Flex couplings and expansion joints shall be fully restrained.

B Thrust restraints.

1. All pipeline components to be fully restrained unless noted otherwise in the drawings
2 Provide pressure pipeline with restrained joints or concrete thrust blocking at bends, tees, and changes in direction.
3 Construct concrete thrust blocking according to drawings and the following
   a Provide valves, tees, bends, caps, and plugs with concrete thrust blocks
   b. Pour concrete thrust blocks against undisturbed earth
   c. Locate thrust blocks at each elbow or change of pipe direction to resist resultant force and to ensure that pipe and fitting joints will be accessible for repair.
   d. Provide total area of thrust restraint bearing on subsoil indicated in the drawings
   e Provide tie rods, clamps, setscrew retainer glands, or restrained joints.
   f. Protect metal-restrained joint components against corrosion by applying a bituminous coating.

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g Do not encase pipe and fitting joints to flanges

C. Materials

1 Concrete: in compliance with Section 03 30 00 – Cast in Place Concrete.

2 Steel types

a. High strength low-alloy steel, ASTM A588, heat-treated

b High strength low-alloy steel, ASTM A588

c Carbon steel ASTM A36.

D Components

1 Tie bolts:

a Sized 5/8 inch for 2 inch and 3 inch mechanical joints, 3/4 inch for 4 inch to 12 inch mechanical joints and flanged joints, ASTM A588, Grade B, ASTM A325, Type 3, except increase tensile strength of full-body threaded section to 40,000 lb minimum for 5/8 inch and 60,000 lb minimum for 3/4 inch by heat treating (quenching and tempering) to manufacturer's reheat and hardness specifications

2 Tie nut hex nut for each tie bolt and tie rods, ASTM A563, Grade C3, plain, zinc plated, or galvanized

3 Tie clamp retainer clamp for ductile iron, asbestos cement and polyvinyl chlorite, push-on pipe in front of bell, ASTM A36, ASTM A307 Grade A, ASTM A563, Grade A; plain, zinc plated, or galvanized

4 Tie rod continuous threaded rod for cutting to desired lengths, ASTM A588, Grade B, ASTM A325, Type 3; ANSI B1 1; plain zinc plated, or galvanized

5. Tie washer: round flat washers, ASTM A588, ASTM F436, Type 1, plain, zinc plated, or galvanized

6. Factory applied finishes for steel. Items to be zinc plated or galvanized to meet following requirements:

a ASTM B633 for electrodeposited coating of zinc on steel

b. ASTM A153 for galvanizing iron and steel hardware

c Galvanizing. ASTM A123, hot-dip galvanize after fabrication

2 4 FLEXIBLE CONNECTIONS

A Manufacturers:

1 Fernco, Victaulic, Romac, Ebaa Iron.

2. Or approved equal

B Furnish as indicated in the drawings.

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PART 3 EXECUTION

3 1 EXAMINATION

A Verify that field dimensions, existing pipe locations, and depths are as indicated on drawings.

B. Inspect existing flanges for nonstandard bolt hole configurations or design, and verify that new pipe and flanges mate properly

C. Verify that pipe plain ends are smooth and round and that outside diameter conforms to sleeve manufacturer's requirements

3 2 PREPARATION

A Thoroughly clean end connections before installation

1. Remove scale and dirt on inside and outside before assembly.

2 Close pipe and equipment openings with caps or plugs during installation

B Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs

C Prepare pipe connections to equipment with flanges or unions

D Protect and support existing distribution piping and appurtenances as Work progresses

E. Repair damaged coatings with material equal to the original coating

3 3 PIPING INSTALLATION

A Install piping and appurtenances as indicated on Drawings using minimum number of joints and according to manufacturer's instructions

B Install piping and components according to ASME B31.9

C Support exposed piping as specified in drawings and as required

D Field fabrication: fabricate fittings according to manufacturer's instructions

E Underground piping. Install as specified in Section 31 23 17 – Trenching

F Polyethylene encasement

1 Encase piping in polyethylene where indicated to prevent contact with surrounding backfill material

2 Comply with AWWA C105

3 Terminate encasement 1 - 6 inches above ground where pipe is exposed

G Restrained joints Install joint restraint system so joints are mechanically locked together to prevent joint separation Torque nuts and bolts per manufacturer's instructions.

H Flexible connections: Install flexible couplings at connections to equipment and where indicated on drawings

I Install insulation as indicated on drawings

J. Disinfection of potable water piping system. As specified in Section 33 13 00 – Disinfecting of Water Utility Distribution

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3.4 APURTENANCES INSTALLATION

A Provide clearances as indicated on drawings and according to component manufacturer's recommendations. In cases of discrepancy, install as directed by the Engineer

B Air release and vacuum breakers· provide as indicated on drawings in compliance with Section 40 05 78 – Air Release Valves.

C Local Indicators·

1. Install flexible c Install direct-reading indicator devices such as thermometers and pressure gauges, to be read from floor level and accessible for maintenance and service.
2 Install according to manufacturer's instructions
3 Field calibrate local indicators at time of piping installation.

3.5 TOLERANCES

A. Laying tolerances· install pipe to indicated elevation within a tolerance of 1/2 inch vertical and 1/2 inch horizontal.

3.6 FIELD QUALITY CONTROL

A. Inspect for damage to pipe lining or coating, or other defects that may be detrimental as determined by Engineer Repair damaged piping and provide new, undamaged pipe as directed by the Engineer.

B. After installation, inspect for proper supports and interferences

C Pressure testing.

1. Test pressure 120 psi
2 Test duration: 2 houurs
3 Test media Water.
   a. Install corporation cocks at high points
   b Fill section to be tested with media slowly.
   c. Expel air from piping at high points
   d. Close air vents and corporation cocks after air is expelled
   e Raise pressure to specified test pressure
4. Observe joints, fittings, and valves under test.
5 No visible leakage allowed Remove and replace cracked pipe, joints, fittings, and valves showing visible leakage
6 Retest.
7 Correct visible deficiencies and continue testing at same test pressure for full test duration to determine leakage rate Maintain pressure within +/- 5 psi of test pressure Leakage is defined as quantity of media supplied to piping necessary to maintain test pressure during period of test
8 Compute maximum allowable leakage by following formula
   L = SD x sqrt(P)/C
   L = testing allowance, in gallons per hour

S = length of pipe tested, in feet
D = nominal diameter of pipe, in inches
P = average test pressure during hydrostatic test, in psig
C = 148,000
When pipe under test contains sections of various diameters, calculate allowable leakage from sum of computed leakage for each size

When test of pipe indicates leakage greater than allowed, locate source of leakage, make corrections, and retest until leakage is within allowable limits

3 7 CLEANING

A Keep pipe and appurtenance interiors clean as installation progresses

B Clean pipe interior of soil, grit, shavings, and other debris during and after pipe installation.

END OF SECTION

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SECTION 40 05 19 – DUCTILE, MALLEABLE, AND CAST IRON PIPE

PART 1 GENERAL

1.1 SECTION CONTENTS

1 2 Ductile iron pipe and fittings

1 3 Accessories

1 4 REFERENCES

A The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced The publications are referred to within the text by the basic designation only. In case of conflict, the requirements of this Section shall prevail

1. American Water Works Association·

AWWA C11S	*Flanged Ductile Iron Pipe with Ductile Iron or Gray Iron Threaded Flanges*
AWWA C150	*Thickness Design of Ductile Iron Pipe*
AWWA C104	*Cement Mortar Lining for Ductile Iron Pipe and Fittings*
AWWA C151	*Ductile Iron Pipe, Centrifugally Cast*
AWWA C110	*Ductile Iron and Groy Iron Fittings*
AWWA C111	*Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings*
AWWA C105	*Polyethylene Encasement for Ductile-Iron Pipe System*

2 ASTM International·

ASTM A48	*Standard Specification for Gray Iron Castings*

3. American Society of Mechanical Engineers·

ASME B16.1	*Cast Iron Pipe Flanges and Flanged Fittings*

1 5 SUBMITTALS

A Comply with the requirements of Section 40 05 04 – Common Work Results for Pipe

B Product Data. manufacturer's catalog information on pipe materials and fittings.

C. Manufacturer's certificate· products meet or exceed specified requirements

PART 2 PRODUCTS

2 1 DUCTILE IRON PIPE AND FITTINGS

A Piping

1 AWWA C115, C150, or C151.

2 Diameter and class· as indicated on design drawings

B Joints

1. Pressure rating: the greater of the rating of the connected pipe and pressure indicated on the Pipe Schedule
2. Mechanical joints·
   a AWWA C110 and AWWA C111
   b Glands· ductile iron with asphaltic coating
3. Push-on Joints. AWWA C111.
4. Restrained joints AWWA C111
5. Flanged joints. AWWA C110.

C Fittings

1. ASTM A48, gray iron
2. Cement-mortar lining, AWWA C104, standard thickness
3. Outside coating·
   a Buried service. asphaltic, 0 04 inch thick
   b Exposed service asphaltic, 0.04 inch thick
4. Pressure rating, pipes 12 inches and smaller. 250 psi.
5. Gray iron fittings. cement-mortar lining; standard thickness
6. Flanged fittings
   a. ASME B16 1
   b Pressure rating. 150 pound per square inch.

2 2 FINISHES

A Cement-mortar lining, AWWA C104, standard thickness.

B Outside coating. asphaltic, 1-mil thick

2 3 ACCESSORIES

A Gaskets· rubber

B Dielectric fittings· provide between dissimilar metals.

C Bosses· Cast-on, or manufacturer welded suitable for drilling, tapping, and connecting Factory tested to 200 psi.

D. Saddle Clamps. Heavy-duty type with O-ring gaskets, passivated stainless steel straps, and two heavy U-bolt clamps

PART 3 EXECUTION

3 1 GENERAL

A Comply with the requirements of Section 40 05 04 – Common Work Results for Pipe

END OF SECTION

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SECTION 40 05 30 – PLASTIC PIPE

PART 1 GENERAL

1.1 SECTION CONTENTS

A. PVC pipe, tube, and fittings

B Accessories for plastic piping and fittings

1.2 REFERENCES

A. The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced The publications are referred to within the text by the basic designation only In case of conflict, the requirements of this Section shall prevail

1. American Society of Mechanical Engineers·

ASME B1 1	*Unified Inch Screw Threads*
ASME B16 21	*Nonmetallic Flat Gaskets for Pipe Flanges*

2 ASTM International

ASTM A193	*Alloy-Steel and Stainless Steel Bolting*
ASTM A194	*Carbon Steel, Alloy Steel, and Stainless Steel Nuts*
ASTM D1784	*Rigid PVC Compounds and CPVC Compounds*
ASTM D1785	*PVC Plastic Pipe, Schedules 40, 80, and 120*
ASTM D2241	*PVC Pressure-Rated Pipe (SDR Series)*
ASTMD2447	*Testing Water Resistance of Coatings in 100% Relative Humidity*
ASTM D2466	*PVC Plastic Pipe Fittings, Schedule 40*
ASTM D2467	*PVC Plastic Pipe Fittings, Schedule 80*
ASTM D2564	*Solvent Cements for PVC Plastic Piping Systems*
ASTM D2609	*Plastic Insert Fittings for Polyethylene Plastic Pipe*
ASTM D2683	*Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing*
ASTM D2737	*Polyethylene Plastic Tubing*
ASTM D2855	*Two-Step Method of Joining PVC or Chlorinated CPVC Pipe and Piping Components with Tapered Sockets*
ASTM D3034	*Type PSM PVC Sewer Pipe and Fittings*
ASTM D3139	*Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals*
ASTM D3350	*Polyethylene Plastics Pipe and Fitting Materials*
ASTM F1290	*Electrofusion Joining Polyolefin Pipe and Fittings*
ASTM F402	*Safe Handling of Solvent Cements, Primers, and Cleaners Used for Joining Thermosplastic Pipe and Fittings*
ASTM F656	*Primers for Use in Solvent Cement Joints of PVC Plastic Pipe and Fittings*

ASTM F714 *PE Plastic Pipe Based on Outside Diameter*

3 American Water Works Association

AWWA C111 *Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings*

AWWA C900 *PVC Pressure Pipe and Fabricatred Fittings, 4 in through 12 in*

1 3 SUBMITTALS

A. Manufacturer's installation instructions:

1 Indicate special procedures required to install specified products.

2. Detailed description of procedures for connecting new to existing pipe and differing types of pipe

B. Certificate of compliance· submit certificate of compliance indicating work performed at fabricator's facility conforms to Contract Documents

1.4 DELIVERY, STORAGE, AND HANDLING

A. Protect piping and tubing from puncture, abrasion, moisture, and ultraviolet radiation (sunlight) during storage

1 5 AMBIENT CONDITIONS

A. Temperature do not install pipe when temperature is below 40 degrees F or above 90 degrees F if pipe is exposed to direct sunlight.

B. Ultraviolet (UV) protection. provide pipe installed above ground or outside with UV protection

PART 2 PRODUCTS

2.1 GENERAL

A Pipe shall be marked as follows.

1. Nominal pipe size.
2 Dimension ratio, standard dimension ratio, or schedule
3. Pressure class or standard pressure rating
4. Standard designation number or pipe type
5 Extrusion production-record code
6. Trademark or trade name

2.2 PVC PIPE, TUBE, AND FITTINGS

A. PVC pipe and fittings·

1. Pipe ASTM D1785, Schedule 40 and 80; as indicated on Piping Schedule.
2. Fittings
   a. Schedule 40. ASTM D2466
   b. Schedule 80. ASTM D2467

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3 Joints: socket, solvent-welded, ASTM D2855, threaded or flanged if later removal is required
4 Materials: ASTM D1784, minimum cell classification 12545-C

B PVC pipe and fittings for pressurized flow

1 Pipe. AWWA C900, Class 165.
2 Fittings AWWA C111, ductile iron
3. Joints: ASTM D3139, compression gasket ring
4 Materials ASTM D1784, minimum cell classification 12545-C

PART 3 EXECUTION

3 1 GENERAL

A. Comply with the requirements of Section 40 05 13 – Common Work Results for Pipe

3.2 INSTALLATION

A. Field cuts: according to pipe manufacturer's recommendations.

B Ream pipe and tube ends Remove burrs. Bevel plain end pipe for use with push-on joints

C Joining

1. Primers and cleaners. ASTM F402
2 PVC solvent cement joints ASTM D2855.

D. Fittings:

1 Clean gasket seats thoroughly, and wipe gaskets clean prior to installation.
2 Install fittings according to manufacturer's instructions
3. Tighten bolts progressively, drawing up bolts on opposite sides until bolts are uniformly tight, use torque wrench to tighten bolts to manufacturer's recommendations

E Branches and tees.

1 Install wye branches or pipe tees at locations indicated and concurrent with pipe laying operations Use standard fittings.

END OF SECTION

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

SECTION 40 05 51 – COMMON REQUIREMENTS FOR VALVES

PART 1 GENERAL

1.1 SECTION CONTENTS

A. General valve requirements
B Valve actuators
C. Finishes
D Accessories

1 2 REFERENCES

A. The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced. The publications are referred to within the text by the basic designation only In case of conflict, the requirements of this Section shall prevail

1. ASTM International
   ASTM B62 *Composition Bronze or Ounce Metal Castings*
2 Manufacturers Standardization Society of the Valve and Fittings Industry·
   MSS SP-25 *Standard Marking System for Valves, Fittings, Flanges, and Unions*

1.3 SUBMITTALS

A. Product Data

1. Manufacturer's catalog information for each product specified·
   a Valve materials
   b Compliance with indicated standards.
   c. Fittings
   d Accessories.
   e. Appurtenances.
   f Allowable flow rates
   g Maintenance manual
   h. Installation instructions
2 Actuator, with model number and size indicated, valve cavitation limits

B Manufacturer's warranty.

C. Valve labeling schedule· indicate valve locations and nametag text.

D. Manufacturer's certificate· products meet or exceed specified requirements

E Field quality control submittals· indicate results of Contractor furnished tests and inspections

1.4 CLOSEOUT SUBMITTALS

A. Project record documents· record locations of valves and actuators.

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1 5 MAINTENANCE MATERIAL SUBMITTALS

A Spare parts: one set of manufacturer's recommended spare parts

B Tools furnish special wrenches and other devices required for Owner to maintain valves and appurtenances.

1 6 QUALITY ASSURANCE

A Maintain clearances as indicated on Drawings

B. Manufacturer. company specializing in manufacturing products specified in this Section with minimum five years' documented experience

1 7 DELIVERY, STORAGE, AND HANDLING

A Accept materials as new on site in original factory packaging, labeled with manufacturer's identification

B Protect from weather and construction traffic, dirt, water, chemicals, and damage during storage and handling

1 8 WARRANTY

A Furnish 5 year manufacturer's warranty for valves and actuators

PART 2 PRODUCTS

2.1 GENERAL

A Materials in contact with potable water NSF 61 and NSF 372 compliant

2 2 VALVES

A Provide valves, operator, actuator, handwheel, chain wheel, extension stem, floor stand, worm and gear operator, operating nut, chain, wrench, and other accessories as required.

B Valve ends· compatible with adjacent piping system.

C. Operation open by turning counterclockwise, close by turning clockwise Cast opening / closing directional arrow on valve or actuator with OPEN and CLOSE cast on valve in appropriate location

D. Valve marking according to MSS SP-25.

E Valve boxes· Provide buried valves with valve boxes, covers, and extensions

1 Valve boxes and covers containing position indicators and valve extensions

2 Type cast iron, extension type, slide adjustment.

3. Covers marked to indicate utility.

F. Valve construction, unless noted otherwise in the Drawings or particular valve Section.

1 Bodies rated for maximum temperature and pressure to which valve will be subjected, as specified in particular valve Section and the Pipe Schedule

2. Bonnets

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a. Clamped, screwed, or flanged to body and of same material and pressure rating as body
b. Provide glands, packing nuts, or yokes as specified in valve Sections.

3 Stems and stem guides
a Materials and seals as specified in valve Sections
b Bronze valve stems according to ASTM B62
c Space stem guides 10 feet on center
d. Submerged stem guides. Type 304 stainless steel

4 Nuts and bolts: Type 304 stainless steel

2 3 FINISHES

A In compliance with the Drawings and particular valve Sections and the following.
1. Valve lining: USDA approved
2 Do not coat flange faces of valves unless otherwise specified.

2 4 ACCESSORIES

A. Handwheel: provide permanently attached handwheel for manual operation
1 Permanently affix directional arrow and cast OPEN or CLOSE on handwheel to indicate appropriate direction to turn handwheel

PART 3 EXECUTION

3.1 PREPARATION FOR SHIPMENT

A Insofar as is practical, the equipment shall be factory assembled
1 Generally, machined and unpainted parts shall be protected from damage by the elements with the application of strippable, protective coatings.
2 Provide all lubricant required for initial lubrication

3 2 INSTALLATION

A Install valves, actuators, extensions, valve boxes, and accessories according to manufacturer's instructions
B. Firmly support valves to avoid undue stresses on piping
C. Coat studs, bolts, and nuts with anti-seizing lubricant.
D Install valves with stems upright or horizontal as indicated in Drawings, not inverted.
E. Orient valves to permit operation and maintenance access to the valve operator and to avoid interferences with other equipment
F. Install valves with clearance for installation of insulation and access.
G. Valve applications:
1. Install shutoff and isolation valves: isolate equipment, parts of systems, vertical risers, and as indicated on Drawings.

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2 Install valves for throttling, bypass, or manual flow control services, as indicated on the Drawings.
3 Refer to Drawings for specified valve types for each fluid and pipe material

3 3 FIELD QUALITY CONTROL

A Valve field testing:

1 Test for proper alignment
2. Field test equipment to demonstrate operation without leaking, undue noise, vibration, or overheating.
3 Pressure test at 125 psi with pipelines
4. Engineer will witness field testing

END OF SECTION

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SECTION 40 05 61 – GATE VALVES

PART 1 GENERAL

1 1 SECTION CONTENTSF

A Solid wedge, resilient seated gate valves.

1 2 REFERENCES

A The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced The publications are referred to within the text by the basic designation only In case of conflict, the requirements of this Section shall prevail

1. American Society of Mechanical Engineers
   ASME B16.1 *Cast Iron Pipe Flanges and Flanged Fittings*
2. ASTM International:
   ASTM A126 *Gray Iron Castings for Valves, Flanges, and Pipe Fittings*
   ASTM A536 *Ductile Iron Castings*
   ASTM B584 *Copper Alloy Sand Castings for General Applications*
3. American Water Works Association·
   AWWA C509 *Resilient-Seated Gate Valves*

1.3 SUBMITTALS

A Submittals in accordance with Section 40 05 51 – Common Requirements for Valves.

PART 2 PRODUCTS

2 1 SOLID WEDGE, RESILIENT-SEATED GATE VALVES

A. Manufacture. Clow Valve, Mueller Co , or substitutions, as approved

B Description:

1. AWWA C509.
2. Minimum working pressure. 150 psig
3. End connections, above grade Flanged ASME B16.1
4. End connections, buried Mechanical Joint
5. Gear actuators conforming to AWWA C509 for manual valves
6. Position indicators

C Materials·

1. Wedge resilient ASTM A126, cast iron, fully encapsulated with molded rubber
2. Body and disc ASTM A536, ductile iron, fusion bonded epoxy coated
3. Stem, stem nuts, glands, and bushings· ASTM B584, bronze.
4. Connecting hardware Type 316 stainless steel

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D Operation

1 Non-rising stem with handwheel, open left, for exposed valves in vaults and above grade

2 Non-rising stem with 2-inch square nut, open left, for buried valves

E SOURCE QUALITY CONTROL

1. Testing: test gate valves according to AWWA C509

PART 3 EXECUTION

3.1 INSTALLATION

A Install according to manufacturer's instructions

B Support valves in plastic piping to prevent undue stresses on piping.

END OF SECTION

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SECTION 40 05 65 – CHECK VALVES

PART 1 GENERAL

1 1 SECTION CONTENTS

A Swing check valves, 3 inches and larger

1 2 REFERENCES

A The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced. The publications are referred to within the text by the basic designation only. In case of conflict, the requirements of this Section shall prevail

1. American Society of Mechanical Engineers
   ASME B16 1 *Iron Pipe Flanges and Flanged Fittings*
2. American Society of Sanitary Engineers.
   ASSE 1013 *Reduced Pressure Principle Backflow Preventers*
   ASSE 1015 *Double Check Backflow Prevention Assemblies*
3. ASTM International.
   ASTM A536 *Ductile Iron Castings*
4. American Water Works Association.
   AWWA C508 *Swing-Check Valves for Waterworks Service*
   AWWA C509 *Resilient-Seated Gate Valves*
   AWWA C510 *Double Check-Valve Backflow Prevention Assembly*
   AWWA C511 *Reduced-Pressure Principle Backflow Prevention Assembly*

1.3 SUBMITTALS

A Submit information in accordance with Section 40 05 51 – Common Requirements for Valves

PART 2 PRODUCTS

2 1 SWING CHECK VALVES, 3 INCHES AND LARGER

A Manufacturer list·

1 APCO, model 250, or equal

B Description.

1. AWWA C508 compliant
2. Type swing, resilient-seated, with air cushioned outside lever and adjustable weight.
   a The lever and weight shall be so constructed and so positioned that it can operate without interference by any piping, supports, or equipment
   b Weight position shall be adjustable
3 Flow area full open Valves shall be provided with a clear opening equal to or greater than the connecting piping, with no raised seating surface.

4 Seats shall be threaded onto the body or fitted with an O-ring seal and locked in place with stainless steel screws or pins and shall be replaceable
5. Shafts shall be provided with stuffing box and packing at each end which are externally replaceable
6. Provide adjustable air cushion chambers.
7 Mounting horizontal.
8. End connections ASME B16.1, flanged

C Materials

1. Body and cover ASTM A536, ductile iron with fusion bonded epoxy coating and lining
2 Disc ASTM A536, ductile iron
3. Seat· field Type 304 stainless steel, Buna-N (NBR), or approved equal
4 Chamber and plunger aluminum alloy or Type 304 stainless steel
5 Hinge pin and key. stainless steel
6. Packing and O-Ring Buna-N.
7 Connecting hardware Type 304 stainless steel

D Minimum pressure rating. 250 psi

2.2 SOURCE QUALITY CONTROL

A Testing

1. Hydrostatically test check valves at twice rated pressure, in conformance with requirements of AWWA C508
2 Permitted leakage at indicated working pressure· none

PART 3 EXECUTION

3.1 INSTALLATION

A Install check valves according to AWWA C508 and as recommended by manufacturer

END OF SECTION

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SECTION 40 05 78 – AIR RELEASE VALVES

PART 1 GENERAL

1 1 SECTION CONTENTS

A Air/Vacuum release valves

1 2 SUBMITTALS

A Submittals in accordance with Section 40 05 51 – Common Requirements for Valves

PART 2 PRODUCTS

2.1 AIR RELEASE VALVES

A. Manufactured to AWWA C512, NSF 61 certified for potable water

B Manufacturers· APCO Series 140, Crispin Multiplex Manufacturing, ARV AL Series, or equal

C. Materials

1 Body. cast iron
2 Cover cast iron
3. Float· Type 316 stainless steel
4 Seat. BUNA-N, other internal parts Type 316 stainless steel.
5. 0 5-inch NPT Inlet and Outlet.

D. Description

1 Air/vacuum release valves shall be float operated type.
2. Valves shall be suitable for pressures up to 150 psi
3 Provide 8 mil epoxy lining and coating
4. Seat shall be rated for a minimum pressure of 3 psi.

PART 3 EXECUTION

3.1 INSTALLATION

A. Provide discharge piping routed from the top of the valve to 6 inches below valve with screen protection at end

1 Pipe: SCH 80 PVC, or galvanized steel
2. Supported and protected from damage.
3 Engineer approval for pipe material and support methods prior to installation

B. Install ½-inch isolation valve at connection to pipeline

C. Support valves to prevent undue stresses on piping

END OF SECTION

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

SECTION 40 71 13 – FLOW METERS

PART 1 GENERAL

1 1 SECTION CONTENTS

A Manufacturer

B. Materials

C Description

1 2 REFERENCES

A. The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced. The publications are referred to within the text by the basic designation only. In case of conflict, the requirements of this Section prevail

1 American Society of Mechanical Engineers·
ASME B16 1 *Gray Iron Pipe Flanges and Flanged Fittings*

2 National Electrical Manufacturer Association
NEMA 4X *Indoor and outdoor protection enclosure*

3 National Institute of Standards and Technology
NIST *Traceable Calibration*

4 Construction Specification Institute
Division 40 *Manufacturer for process system*

5 NSF International.
NSF 61 *Drinking Water System Components – Health Effects*
NSF 372 *Drinking Water System Components – Lead Content*

1 3 SUBMITTALS

A. Product Data. Submit manufacturer's Product Data for system materials and component equipment, including connection requirements

B Shop Drawings

1. Indicate system materials and component equipment
2 Submit installation requirements and other details

C. Manufacturer's certificate· certify that products meet or exceed specified requirements

D Source quality control submittals· indicate results of factory tests and inspections

E Field quality control submittals. indicate results of Contractor furnished tests and inspections

1 4 CLOSEOUT SUBMITTALS

A Project record documents. record actual locations and final orientation of equipment and accessories

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1 5 MAINTENANCE MATERIAL SUBMITTALS

A Tools furnish special tools and other devices required for Owner to maintain flow measurement equipment

1 6 QUALITY ASSURANCE

A Ensure that construction materials of wetted parts are compatible with process liquid

B. Manufacturer· company specializing in manufacturing products specified in this Section with minimum 5 years' documented experience

1 7 DELIVERY, STORAGE, AND HANDLING

A Protection:

1 Protect materials from moisture and dust by storing in clean, dry location remote from areas involved in construction operations

2 Provide additional protection according to manufacturer's instructions.

1 8 WARRANTY

A. The equipment manufacturer warrants the unit(s) being supplied to the Owner against defects in workmanship and material for a period of 5 years after date of shipment.

PART 2 PRODUCTS

2 1 GENERAL

A. Materials in contact with potable water· certified compliant with NSF 61 and NSF 372.

2 2 DESCRIPTION

A Furnish sensors, field preamplifiers, signal conditioners, offset and span adjustments, amplifiers, transducers, transmitters, control devices, interconnecting cables, and unit conversions and algorithms as required for application

2.3 WELLHEAD FLOW METERS

A Manufacturer list

1. Sensus
2 Substitutions. not permitted.

B. Description. Model 101 Magnetic Drive Propeller Meter, meets AWWA C704, sealed standard mechanical register, 150 psi working pressure

C Register

1. Accuracy. +/- 2 0 percent of actual flow
2. Hermetically sealed direct reading with low flow indicator
3. Standard, six digit, straight reading, 3-inch dial face with 100 division increments and a center sweep hand
4 Integrally mounted in housing and flow tube

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5 Units Gallons

D Meter is wet calibrated in NIST traceable calibration facility.

E Size as indicated on drawings.

F Flow tube:

1 Material ductile iron.
2. End connections Flanged, AWWA 150 Class
3 Stainless Steel Straightening Vanes
4. NSF 61 approved fusion bonded epoxy coating, 10 mil min

PART 3 EXECUTION

3.1 EXAMINATION

A Verify that items provided by other Sections are ready to receive work of this Section

B. Install horizontal without deviation

END OF SECTION

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SECTION 43 23 31 – Submersible Well Pumps

PART 1 GENERAL

1 1 SECTION CONTENTS

A. Submersible Well Pump

1 2 REFERENCES

A The publications listed below, in the edition current on the Agreement date, form a part of these Specifications to the extent referenced The publications are referred to within the text by the basic designation only In case of conflict, the requirements of this Section shall prevail

1. American Water Works Association·

AWWA E102-17 *AWWA Standard for Submersible Vertical Turbine Pumps*

1 3 SUBMITTALS

A. Product Data submit information concerning materials of construction and fabrication

B Shop Drawings·

1 Submit detailed dimensions for materials and equipment, including wiring and control diagrams, performance charts and curves, installation and anchoring requirements, fasteners, and other details

2 Include manufacturer's specified displacement tolerances for vibration at operational speed specified for pumps.

C. Manufacturer's instructions submit detailed instructions on installation requirements, including storage and handling procedures, anchoring, and layout

D Source quality control submittals· indicate results of factory tests and inspections

E Field quality-control submittals indicate results of Contractor-furnished tests and inspections

1 4 CLOSEOUT SUBMITTALS

A Project Record Documents. record actual locations and final orientation of equipment and accessories

B Operation and Maintenance Data In accordance with Section 01 33 00 – Submittals.

1 5 WARRANTY

A Furnish five year manufacturer's warranty.

PART 2 PRODUCT

2 1 WELL PUMPS

A. Manufacturer list Goulds· Series L, or approved equal

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1 Model 95L07
2 Speed· 3450 rpm

B. Description. submersible pump, with direct coupled electric motor

C Performance and design criteria

1 Design basis flow rate. 100 gpm
2 Design total dynamic head (TDH). 200 feet at design flow rate
3 Minimum efficiency at design flow rate. 70 percent.

D Pump casing. stainless steel

E. Impeller· stainless steel

F Coupling. stainless steel

G Pump Lift Cable. as recommended by manufacturer

H. Check Valve· Positive sealing, stainless steel incorporated into discharge head.

I Flow Sleeve (Shroud):

1. 8-inch diameter
2 PVC, Class 125 or SDR 35
3 Extend 12-inches past bottom of pump motor

J Motor Submersible type

1. Manufacturer· CentriPro, model 6M072, or approved equal
2 Casing. 6-inch diameter, stainless steel
3. Design Basis 7 5 Hp,
4. Voltage/Phase/Frequency. 230V, 3 phase, 60 Hz.
5 Controls. as specified in Electrical

PART 3 EXECUTION

3 1 INSTALLATION

A. Install pumps where indicated on Drawings and in accordance with manufacturer's instructions

B Provide and connect piping, power and control conduit, and wiring to make system operational and ready for startup

C Flush piping with clean water

3.2 FIELD QUALITY CONTROL

A. Pre-operational check· before operating system or components, perform the following

1 Check pump and motor alignment
2 Check for proper motor rotation.

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B Startup and performance testing.

1 Operate pump on clear water at design point for continuous period of five minutes, discharge to waste, in presence of Engineer

2 Verify pump performance by performing timed drawdown test or timed fill test of at least 10 minutes in length, in presence of Engineer

3 Check pump and motor for high bearing temperature and excessive vibration in accordance with the manufacturer's recommendations. Check for motor overload by taking ampere readings

4 Equipment acceptance adjust, repair, modify, or replace system components that fail to perform as specified, and rerun tests.

END OF SECTION

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SECTION 46 05 53 – IDENTIFICATION OF EQUIPMENT

PART 1 GENERAL

1.1 SECTION CONTENTS

A Nameplates
B Tags
C Stencils
D. Labels
E Lockout devices

1.2 SUBMITTALS

A. List of wording, symbols, letter size, and color coding for equipment identification and schedule, including equipment number, location, function, and manufacturer's name and model number

PART 2 PRODUCTS

2 1 NAMEPLATES

A Description
1 Stainless steel construction, stamped letters.
2 Minimum plate size of 2 by 3 inch with finished edges

2.2 TAGS

A. Plastic tags.
1 Laminated three layer plastic with engraved black letters on light, contrasting background color.
2 Minimum tag size of 2 inches, square or diameter

B Metal tags·
1 Stainless steel construction, stamped letters.
2 Minimum tag size of 2 inches, square or diameter with finished edges.

C. Information tags:
1 Clear plastic with printed DANGER, CAUTION, WARNING, and message
2. Minimum tag size of 6 by 6 inches, or as required to meet applicable codes
3 Furnish grommet and self-locking nylon ties.

2 3 LABELS

A Description.
1. Aluminum, or Laminated Mylar construction
2 Minimum size of 4 by 4 inches, or as required to meet applicable codes.

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3 Adhesive backed, with printed identification

PART 3 EXECUTION

3.1 PREPARATION

A Degrease and clean surfaces to receive adhesive for identification materials

3 2 INSTALLATION

A. Identify equipment with stainless steel nameplates unless otherwise specified.

B Identify inline pumps and other small devices with stainless steel tags unless otherwise specified

C Install identifying devices after completion of coverings and painting

D. Install plastic nameplates with corrosion resistant mechanical fasteners or adhesive

E Labels

1. Install labels with sufficient adhesive for permanent adhesion and seal with clear lacquer
2 For unfinished covering, apply paint primer before applying labels.

F Install tags using corrosion resistant chain

END OF SECTION

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PART 1 - GENERAL

1.01 CONTRACT PROVISIONS

The requirements of this Section are in addition to the requirements of Division 1, General Conditions, and Supplementary Conditions bound herewith.

1.02 SCOPE

- Remove electrical equipment for existing wells #1 and #2 being decommissioned as described in the Drawings
- Provide new power circuits to new wells #1A and #2
- Provide new combination fusible motor starters with H-O-A selector switch and indicator (LED) lights and modify/extend existing controls as required
- Provide a new Type 2 Transient Voltage Surge Suppressor (TVSS)

Furnish and install all electrical equipment and systems as shown on the Drawings and as described in this Division of the Specifications to provide a complete and functional electrical installation This work includes but is not limited to: all material and labor required for installation of power, grounding and controls complete, and connection (and installation where not otherwise provided for) of electrical equipment furnished by others Provide and install all items of equipment, devices, supports, etc , which are incidental to the major components shown on the Drawings or specified herein

1.03 RELATED WORK INCLUDED IN OTHER DIVISIONS

A Finish painting except factory applied finishes and repair thereto

B. Motors for pumps

1.04 APPLICATION OF OTHER DIVISIONS

Where carpentry, masonry, concrete work, painting, etc., is required in the installation of equipment specified under this Division, the work shall be done in accordance with the applicable Division of these Specifications

1.05 DRAWINGS AND SPECIFICATIONS

A The information presented in these Specifications and on the Drawings is intended to describe the utilitarian and physical aspects of the systems shown as well as the quality of the entire installation All information is as complete and thorough as possible, but every condition or situation cannot be anticipated Exact locations, dimensions, elevations, etc must be determined "on the job" with careful attention to the "intent" of the Drawings and Specifications

B The above paragraph shall not be construed as to allow significant deviation from either the Drawings or Specifications without prior approval of the Engineer, but minor changes in conduit routing or equipment locations may be required or desired due to specific conditions encountered This work shall be accomplished in accordance with these Specifications and no "extra charges" are to be created for additional labor or material

C The Drawings are of necessity diagrammatic in nature, but the locations of devices, equipment, outlets, and lighting fixtures are shown approximately where they are intended to be installed

D. If significant departures from the Drawings or Specifications are considered necessary by the Contractor, details of the changes and the reasons therefore shall be submitted to the Engineer as soon as possible within thirty days after award of contract Prior written approval of the Engineer is required for these departures

E Where existing underground or otherwise concealed facilities are indicated on the Drawings, these are located as well as can be determined from available information The Contractor is required to verify actual locations as necessary for this construction

1.06 RULES, CODES, AND REGULATIONS

A All work and materials shall be in full accordance with the latest rules, codes, and/or regulations as follows CBC, NFPA Bulletins, California Electrical Code (CEC), Utility rules and regulations; and all other applicable regulatory documents, local codes, and ordinances

B All work and materials shall be in full accordance with the latest rules, codes, and/or regulations as follows California Building Code (CBC), NFPA Bulletins, California Electrical code (CEC), and all other applicable regulatory documents

C. Nothing on the Drawings or in the Specifications shall be construed to allow work not in conformance with these rules, codes, and regulations

D The Drawings and/or Specifications shall take precedence where work and material described therein exceeds that required by rules, codes, or regulations.

1.07 WORKMANSHIP

High quality workmanship shall be evidenced in the installation of all electrical equipment and materials Use the National Electrical Contractors Association's "Standard of Installation" as a guide to the workmanship required Be prepared to replace or repair any material or equipment damaged by or installed in a manner exhibiting evidence of poor workmanship

1.08 COORDINATION

Examine the Electrical Drawings and refer to the Drawings and Specifications describing other work to be accomplished. Coordinate work planning and all work in the field to avoid conflicts, errors, and/or delays No compensation will be allowed for extra work necessitated by lack of coordination

1.09 AUTHORITY OF THE ENGINEER

A. As used in this paragraph only, the word "Engineer" shall mean the Principal Engineer of Sierra West or his designated representative

B The authority of the Engineer shall be absolute with respect to all performance under this Specification In case of dispute, the decision of the Engineer shall be final.

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C Where optional materials, methods, or installation techniques are allowed under the provisions of this Specification, they may be used at the discretion of the Engineer The Engineer may require specific materials, methods, or techniques to be used in specific situations where use of other materials, methods, or techniques might in his judgment result in loss of aesthetics, accidental damage, life safety hazard, or loss of utility over the system design lifetime

D No additional charges will be allowed for work or material required to be supplied under the conditions of this paragraph unless the need for such material or work could not have been anticipated by thorough study of the site, Drawings, and Specifications and knowledge of all applicable codes, laws, and ordinances

1.10 EXAMINATION OF THE SITE

The contractor is to have visited the site of construction prior to bid to determine existing conditions and their effect upon the work he will be required to perform No additional compensation will be allowed for any extra expense incurred by failure to detect and evaluate all existing conditions which will affect his work

1.11 PERMITS, FEES, AND, INSPECTIONS

A The construction permit will be obtained by the Owner Maintain all licenses required and pay all fees incidental to construction

B Inspections required by prevailing Local Authorities, and/or ordinances shall be arranged for by the contractor Provide the Engineer with a schedule of inspections, where applicable, and submit all certificates of inspection to him

1.12 GUARANTEE

All electrical work, material, and equipment shall be guaranteed to be free from defects in workmanship or material for a period of one (1) year from the date of final acceptance Repair or replace all such defects in a timely manner and any damage to the owner's property resulting from such defect or repair thereof All equipment and material provided and all work accomplished under the requirements of this section shall be at no expense to the owner

1.13 OPERATING INSTRUCTIONS

Instruct the owner or his designated representative as to function, operation, maintenance, and adjustment of each system and piece of equipment provided.

1.14 AS-BUILT DRAWING

A The Contractor shall keep a separate set of Electrical Drawings at the job site to be used as AS-BUILT Drawings These Drawings are to be kept current and in a neat and clean condition at all times They are to be available for inspection by the Engineer at any time during site visitations These Drawings shall be "red lined" to indicate all changes in equipment, device, and outlet locations, and to indicate the true locations of all concealed or underground work where different from that shown on the Drawings Each sheet of this set shall be clearly and permanently marked "AS-BUILT"

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B Upon completion of the project and prior to final payment, purchase a fresh set of prints from the Engineer and transfer all AS-BUILT information to it All information shall be clearly drawn with ink Deliver the original and final as-built sets to the Engineer for approval and delivery to the Owner

1.15 WIRING METHODS

A Wiring methods shall be as noted on the Drawings and specified herein All wiring shall be installed in raceway

1.16 METRIC UNITS

Where dimensions of equipment to be provided are specified in English units herein & on the drawings, the nearest metric equivalent is also implied Contractor is responsible for tolerance analysis in this process

PART 2 – PRODUCTS

2.01 MATERIALS

A Unless specifically indicated otherwise, all material shall be new and free from defects, it shall be listed by Underwriters' Laboratories where applicable, and it shall have been manufactured in the UNITED STATES where available Like items shall be of the same manufacturer

B Except as noted otherwise, where a product of a particular manufacturer is specified, the intent is to describe the quality and function of the item The term " or approved equal" is implied A substitution of any of these items will require that the item be presented in a submittal whether specifically listed in the "Submittals" paragraph below or not

2.02 SUBMITTALS

A Product submittals shall be complete and submitted all at the same time The individual groups of submittal types (e g control equipment, wiring devices, distribution equipment, etc.) MUST be prefaced with a list of contents identifying each item by its project name or symbol, manufacturer, and complete catalog number A PDF file will be acceptable, however if paper copies of these submittal materials are to be provided, each copy of each submittal group shall have the list of contents attached These lists will be used to report submittal comments The Contractor is responsible for submitting this information in a timely manner so that material may be ordered early enough to meet the construction schedule If material is not ordered in time for whatever reason, pay such premium prices and special handling charges as are required to meet the construction schedule No substitution of an "accepted" item will be allowed due to failure to plan for adequate material procurement lead time

B Submittals are required for at least the following items:

WALL SWITCHES	RECEPTACLES
SAFETY SWITCHES	MOTOR STARTERS
CIRCUIT BREAKERS	RELAYS
TVSS DEVICE	

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C Substitutions - Only one substitution will be considered for any item Substitute materials must be equal in quality and function to that specified Allowance of a substitution does not permit any reduction of system performance or utility, and the Contractor is responsible for additional costs incurred due to use of a substituted item If the proposed substitute item is "rejected", the specified item shall be provided (resubmittal required)

PART 3 – EXECUTION

3.01 INSTALLATION

All equipment shall be set square and plumb, securely mounted, adequately supported, and permanent Provide work space around items of electrical equipment as required by CEC In general, equipment is to be installed in accordance with manufacturer's instructions, but the requirements of these specifications shall take precedence where conflicts exist

3.02 ELECTRICAL WORK FOR EQUIPMENT PROVIDED BY OTHERS

A Install power conductors and terminate on equipment provided by others Verify specific outlet requirements

B Carefully review the requirements of Drawings and Specifications of other Divisions for additional work to be accomplished under Division 16 work All work required to be performed as Division 16 work shall be accomplished in full accordance with Division 16 Drawings and Specifications

C Provide and install all disconnect/safety switches and motor starters

D Unless provided for in another Division, install all items of electrical equipment provided by others

E Assist others in equipment testing to verify that wiring and connections made under this Division are correct

3.03 EQUIPMENT IDENTIFICATION

A Nameplates shall be installed on all items of electrical equipment as follows existing load center (PANEL A), motor starters and well motor disconnects

B The nameplate shall identify the item by Drawing name where applicable and describe its use or function in this installation Nameplates provided for circuit disconnects and control equipment shall match the feeder overcurrent device designation

C Nameplate information may be engraved directly on device plates where noted on the Drawings or be provided on an engraved phenolic nameplate Minimum letter size is 1/4" high for use on motor starters and their associated motor disconnect switches

D The engraved plastic nameplates shall be black with white letters (laminate layer) Nameplates shall be secured to equipment with plated self-tapping screws, bolts, nuts, and locking washers, or weather resistant contact cement

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3.04 EXCAVATION AND BACKFILL

A Excavation and backfill shall be accomplished as required for installation of electrical equipment as shown on the Drawings Restore all surfaces, roadways, walks, etc , and any existing underground structures which might be disturbed during this work to their original condition in a manner acceptable to the Engineer.

B Trenches shall be straight except where otherwise indicated Depth shall be as noted on the Drawings and at least as required to provide the minimum cover specified by applicable codes and regulations for the equipment installed Bottom of trench shall be smooth and free of any rock points Place a 3" sand bed in trench if these conditions cannot be met with native material

C Backfill shall be clean and free of rocks and debris Backfill is to be tamped in 6" layers to nominal 90% compaction using a mechanical tamper manufactured specifically for this purpose In an area of engineered fill or other area of specified compaction, backfill shall be compacted to match that specified for that area

D At a depth of 12" below finished grade and at least 12" above installed equipment, lay a 6" wide yellow warning tape on the compacted backfill for the full length of the trench Do not stretch the tape Use Brady "Identoline" stating "CAUTION BURIED ELECTRICAL LINE"

E Cooperate and coordinate with others in planning for and execution of all trench work

F The Contractor is expected to exercise due care when excavating in an area of existing utilities to avoid damage to these facilities Where it can be determined that underground facilities are likely to exist (either from the Drawings or inspection of the site), the Contractor is required to discover the exact locations of these existing installations prior to excavation Damage to existing facilities, due to failure to properly accomplish the above, shall be repaired at the Contractors expense to the satisfaction of the Engineer

3.05 PROTECTION CLEANING AND REPAIRS

A All electrical equipment shall be protected from damage or degradation during construction Electrical equipment stored or installed shall be protected from dust, water, or damage from other sources

B After all other work has been accomplished, such as plastering, painting, etc , and prior to final review by the Engineer, all electrical equipment, especially equipment enclosures, panelboards, switchboards, and lighting fixtures shall be thoroughly cleaned (inside and out) of all dirt, water, grease, plaster, paint, or other construction debris All surfaces shall be clean and in "new" condition All scratches, dents, marks, cracks, etc , shall be repaired to the satisfaction of the Engineer or the equipment shall be replaced at no additional cost

3.06 ELECTRICAL PARAPHERNALIA

Retain and safeguard all detachable and spare devices, equipment, and literature (instruction books, wiring diagrams, test reports, keys, fixtures, etc) until completion of work At this time, all items will be delivered to the Owner as directed by the Engineer

3.07 TESTS

A Test all wiring for continuity and grounds before any devices or equipment are connected Where such tests indicate faulty installation or other defects, the fault(s) shall be located and repaired at the Contractor's expense The repaired installation shall then be retested

B Verify rotation of all three phase motors and reconnect if necessary

END OF SECTION

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

PART 1 - GENERAL

1.01 CONTRACT PROVISIONS

The requirements of this section are in addition to the requirements of Division 1, General Conditions, Supplementary Conditions, and Section 16050 - Basic Materials and Methods bound herewith

1.02 REQUIREMENTS

A Raceway systems are to be provided continuous from outlet to outlet or to equipment except where specifically shown otherwise on the Drawings for a definite purpose

B Wiring methods shall be as noted on the Drawings

PART 2 – PRODUCTS

2.01 CONDUIT

A Rigid Steel Conduit - Galvanized heavy wall with threaded fittings of the same finish All connectors shall have insulated throats

B Intermediate Metallic Conduit - Intermediate weight steel having the same finish as rigid steel

C. Electrical Metallic Tubing (EMT) - Galvanized steel thinwall All couplings and connectors shall be *steel (not die cast) raintight compression type All connectors shall have insulated throats

D. Flexible Metallic Conduit - Galvanized steel or aluminum Connectors shall be T&B "Tite-Bite" with insulated throats, approved for grounding Where aluminum raceway is used, connectors must also be listed for use with aluminum and an equipment grounding conductor must be installed Connectors that thread into the conduit will not be accepted Clamping type connectors may be used if an equipment grounding conductor is installed

E. Liquid-Tight Flexible Metal Conduit - Galvanized steel with factory applied PVC jacket Connectors shall be T&B "Super-Tite" series with insulated throat, approved for grounding, and provided with "O" ring seal Other weatherproof clamping type connectors may be used if an equipment grounding conductor is installed

F Rigid Non-Metallic Conduit - Schedule 40 or 80 PVC as shown on the Drawings - approved for direct burial and sunlight resistant (U V stabilized) where exposed.

2.02 WIREWAYS

A Wireway, Dry Location - Steel, factory formed and finished with cover and ends secured with screws Recessed in finished areas with cover finished to match adjacent surface

B. Wireway, Wet or Damp Location - Steel, factory formed and finished, galvanized or coated inside and out with rust preventive finish Seams shall be welded and sealed Cover shall be designed for use in wet locations, neoprene gasketed, and secured with non-ferrous hardware There shall be no knockouts Watertight hubs may be factory or field installed

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

PART 3 – EXECUTION

3.01 INSTALLATION REQUIREMENTS

A All raceways shall be as shown on the Drawings or as dictated by construction conditions at the site Minor revisions to conduit routing or outlet locations need not be recorded Exposed runs are allowed only where shown on the Drawings and at surface mounted equipment Raceways shall be of the type suitable to the conditions of installation

B Avoid field made bends and offsets wherever possible, but where they must be made, use approved bending "hickey" or bending machine Bends of multiple runs shall be made in parallel planes and/or concentric Use of direct flame on PVC conduit or heating of metal conduit to facilitate bending is prohibited Exposed conduits shall be run parallel to intersections of building surfaces or structure, vertical, or horizontal as required for a neat and orderly appearance

C Minimum conduit size shall be 1/2" trade size or 3/4" where installed underground After installation, clean the conduit interior of construction debris, dirt, water, or other material and cap both ends watertight until time for pulling in conductors

D Ream and remove all burrs in conduit installation to prevent damage to conductor insulation Seal conduit ends until time for pulling wires

E Raceways shall not touch each other or other pipes except where directed and for a specific purpose other than support Metal Raceway shall not touch water, drain, or gas piping at any point.

F Wall or ceiling penetrations shall be sealed as indicated elsewhere in these Specifications Grout raceway penetration suitable for the specific conditions of each penetration and finish to match adjacent surfaces.

G Provide structure as may be required for support of raceway per applicable Electrical Code(s) and at each change of direction Use conduit clamps manufactured for this specific use and secure to structure with wood screws, bolts and locknuts, rivets, or bolts and concrete anchors as required. Do not use wire, steel strap stock, or nails to secure raceway

H In empty conduits and stubs, install pull string for conduits less than 1-1/4" trade size, and 3/16" polypropylene pull rope in conduits 1-1/4" trade size and larger

I All pull wires or ropes installed in empty conduits shall have waterproof tags attached at each end identifying the location of the other end and the intended future use of the conduit

3.02 UNDERGROUND CONDUIT STUBS & MARKERS

A Conduits stubbed underground for future use shall be sealed watertight whether terminated in a box or not Where terminated in a box, install pull wire or rope as specified above Attach a plastic tag to the pull wire or rope and use a waterproof marker to identify the function of the conduit and the location of the far end.

B. Conduits stubbed underground without a pull box need not have pull lines installed unless noted on the Drawings or otherwise specifically required These stubs shall be provided with approved stub markers to aid in future location. Stub markers shall be installed flush to finished grade, electronically locatable, durable,

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and resistant to vandalism The markers shall permanently identify the type and size of the stub below

C Markers manufactured for this purpose may be submitted for approval or field fabricated markers as described below may be used

D Field fabricated markers shall consist of an appropriate length of 1" galvanized rigid steel conduit with a metallic bushing and closure "penny" at one end Bury the marker vertically with the open end at the end of the stubbed conduit and the closed end at finished grade The marker conduit need not be wrapped

3.03 SPECIAL REQUIREMENTS FOR RIGID STEEL

A All threaded connections of rigid steel conduits and fittings regardless of location shall be "doped" with waterproof conductive compound to assure the prolonged integrity of the system T&B "KOPR-SHIELD" is recommended

B All exposed threads shall be protected against corrosion with T&B "KOPR-SHIELD" or ZRC cold galvanizing compound

C. Rigid steel conduit installed underground, embedded in a footing, or installed in slab on grade shall be PVC coated or wrapped with 10 mil, corrosion protection tape 2" wide manufactured for this purpose. Apply tape half lapped to cover all metal surfaces

3.04 SPECIAL REQUIREMENTS FOR RIGID PVC CONDUIT

All joints in PVC systems shall be cemented watertight with bonding adhesive as recommended by the conduit manufacturer

3.05 SPECIAL REQUIREMENTS FOR CONDUIT TO BE REUSED

A. Pull out the old wire

B Mandrel and swab the evacuated conduit system and cap watertight until time for wire installation

END OF SECTION

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Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

PART 1 - GENERAL

1.01 CONTRACT PROVISIONS

The requirements of this section are in addition to the requirements of Division 1, General Conditions, Supplementary Conditions, and Section 16050 - Basic Materials and Methods bound herewith

1.02 REQUIREMENTS

Minimum conductor size shall be #12 AWG for power and lighting circuits and #14 AWG for control and signal circuits Other sizes shall be as indicated Conductor sizes #10 and smaller shall be solid except that conductors terminating on devices on hinged or removable doors shall be stranded Conductor sizes #8 and larger shall be stranded

1.03 COLOR CODING OF CONDUCTOR

A The guidelines of the CEC shall be followed when selecting wire colors Generally, all phase wires for power conductors of the same system may be the same color except as follows

B Three phase service entrance conductors, panelboard feeders, and motor circuits shall be color coded as noted below These colors may be the conductor insulation colors or the colors may be applied using indicating tape manufactured for the purpose

1. For 120/208-240 volt systems, conductors for phase A, B, and C shall be colored black, red, and blue respectively
2 For120/240 volt delta systems, the "high leg" of shall be orange

C The grounded circuit conductor (neutral) shall be white for 120/208-240 volt systems

D The grounding conductors shall be green or bare where allowed

PART 2 – PRODUCTS

2.01 COPPER CONDUCTOR

A. Except where noted otherwise, all conductors are to be copper All grounding and bonding conductors must be copper

B Insulation shall be 600 volt, type THWN unless noted otherwise

2.02 ALUMINUM CONDUCTOR

Aluminum conductors shall NOT be used in this project.

PART 3 – EXECUTION

3.01 INSTALLATION

A All conductors shall be installed in approved, UL listed, electrical raceway

B Conductors are to be installed in clean and clear raceways using Y-er-ease or yellow 77 lubrication compounds as required to prevent damage to conductors or insulation Do not pull wires into crushed, deformed, or partially deformed raceways. Replace such raceway sections prior to installing wires. Where

additional wires or cables are to be pulled into an already occupied raceway, pull out the existing conductors and pull the required total number of wires or cables into the cleared raceway

C Protect the exposed ends of the installed wires from damage and keep raceway interiors clean and dry until the system is "closed up"

D All wiring within panelboards or other enclosures shall be neat and orderly Cut conductors to the proper length and dress into position or bundle with "TY-RAP as appropriate Apply "STAK-ON" terminals to control conductors to be landed on screw terminals and identify each with Brady OMNI-GRIP wire markers or the equivalent

3.02 SPLICES

A Wires and the raceway system shall be continuous from outlet to outlet Splices and taps shall be made only in suitable junction boxes or accessible wireways Where allowed, Scotchlock electrical spring connectors may be used for conductor sizes #10 and smaller above grade only For larger conductors, compression or split-bolt connectors shall be used and insulated to suit the conditions

B Soldered splices insulated with tape will not be acceptable

C Where split bolt connectors or similar devices are used, the exterior of the splice and connector shall be made smooth with Scotchfill putty tape and completely covered with at least two half lapped layers of Scotch 33 to suit conditions and system voltage. Take care that the completed splice does not press against the side or cover of the enclosing box

D Splices which will be located below grade shall be made with waterproof insulated connectors listed for that application – Polaris or equal.

3.03 TERMINATION

A Terminal devices shall be approved for the conductor material, system voltage, circuit ampacity (where applicable), and the conditions of the termination

END OF SECTION

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

PART 1 - GENERAL

1.01 CONTRACT PROVISIONS

The requirements of this section are in addition to the requirements of Division 1, General Conditions, Supplementary Conditions, and Section 16050 - Basic Materials and Methods bound herewith

1.02 REQUIREMENTS

A All boxes shall be sized per applicable Electrical Code, U L listed, and suitable for the conditions of installation Each box shall be provided having sufficient volume, proper dimensions, and geometry for the device(s) to be installed and the number of wires at that location

B All boxes shall be provided with covers suitable to the conditions of the installation

C Conduit bodies installed on raceways 1-1/4" trade size and larger shall be at least one size larger than the raceway Use threaded reducing bushings at the raceway connectors The distance between raceway openings shall comply with CEC Article 314-28

PART 2 – PRODUCTS

2.01 OUTLET BOXES

A Provide all boxes with extensions, device rings, fittings, hangers, clamps, terminals, studs, etc. as required for the specific conditions of each installation

B Dry Locations - Galvanized, one piece pressed steel or welded gang type Use boxes manufactured for the number and types of devices shown on the Drawings and suitable for the type of construction involved.

C Wet Locations - Cast steel or aluminum with threaded hubs and gasketed covers

D Weatherproof boxes and cover assemblies for receptacle outlets and devices on building exteriors Provide weatherproof device plates as required for each device as indicated on the Drawings

2.02 COVER PLATES

A Galvanized Steel – Within weather resistant enclosure or interior areas

B Weatherproof Switch/GFI Receptacle - Leviton WM2SG-GYwith gasket

C Weatherproof covers shall be provided specifically intended for installation on vertically or horizontally mounted devices as applicable

2.03 PULL BOXES

A See "Wireway" and "Outlet Box" sections above for materials to be used All boxes shall be approved for use as pull boxes, U L listed, and sized per applicable Electrical Codes

B Underground boxes shall be prefabricated reinforced concrete, Christy Concrete Products Inc or equal Provide and install at least one extension for each box installation Place a minimum of 18" of 3/4" minus gravel in excavation below slab base Covers shall be reinforced precast concrete

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

PART 3 – EXECUTION

3 01 OUTLET AND PULL BOXES

A Boxes shall be rigidly supported independently of the conduit system They shall be rigidly secured to structure with wood screws, bolts and expansion anchors, or machine bolts and locknuts as appropriate

B All boxes shall be plumb within 1/16" over the major dimension and flat on surfaces where surface mounting is indicated Outlet box interiors and the installed wires are to be kept clean and protected from rain water, contamination and debris

C All unused box openings shall be closed in an approved manner, and all boxes shall have suitable covers installed. Protect the interiors of all boxes from rain, dirt and other construction debris

3.02 COVER PLATES

A Cover plates shall be installed on each outlet box, pull box, or accessible wireway in the raceway system Covers shall fit tightly to the boxes and be installed straight

B Weatherproof cover plates shall be oriented as designed by the manufacturer to prevent the entrance of rain water

C Gasketing shall be carefully installed in all required locations

D Cover plates shall not "compress" the wires or connectors within the box

E Install blank covers over all unused outlets.

3.03 UNDERGROUND

A Underground pull boxes shall be set flush with finished grade on an 18" bed of 3/4" minus gravel Set extension(s) as needed on gravel base in bed of mastic and level Similarly, set box section and level with finished grade Cut off conduit ends within 2" of the inside box surface, ream, and de-burr or fit conduit with manufactured bell ends Keep covers in place for safety during construction and to keep the interiors clean Install hold-down hardware after inspection.

B. Backfill around the box as required to match adjacent conditions. Compact the backfill to not less than that of the adjacent material

END OF SECTION

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

PART 1 - GENERAL

1.01 CONTRACT PROVISIONS

The requirements of this section are in addition to the requirements of Division 1, General Conditions, Supplementary Conditions, and Section 16050 - Basic Materials and Methods bound herewith

1.02 REQUIREMENTS

Wiring devices are to be provided and installed as indicated on the Drawings and as required for equipment furnished by others.

PART 2 – PRODUCTS

2.01 WALL SWITCHES

A Specification grade, Premium Specification Grade or Industrial Specification Grade (depending on manufacturer's designation) 20A, 120/277V, quiet type

B Devices installed outdoors shall be listed "Weather Resistant"

2.02 RECEPTACLE OUTLETS

A Heavy duty Specification Grade, Premium Specification Grade or Industrial Specification Grade (depending on manufacturer's designation) with color selected by the Architect

B Devices installed outdoors shall be listed "Weather Resistant".

2.03 COVER PLATES

A. Cover plate materials and styles are specified in Section 16130, BOXES

B Plates shall be provided which have been manufactured specifically to fit the devices specified and in the locations indicated

PART 3 – EXECUTION

3.01 INSTALLATION

A Install all wall switches and outlets vertically and at the locations and heights indicated Devices shall be securely installed in boxes suitable to the conditions and as described in this Division and on the Drawings.

B Cover plates shall fit over the devices exactly and seat thereon They shall be set vertically within 1/16" over the length of the major dimension.

END OF SECTION

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

PART 1 - GENERAL

1.01 CONTRACT PROVISIONS

The requirements of this section are in addition to the requirements of Division 1, General Conditions, Supplementary Conditions, and Section 16050 - Basic Materials and Methods bound herewith

1.02 REQUIREMENTS

A Motor starters shall be as specified on the Drawings They shall be both rain and dust resistant – NEMA 3R/12 or equal The starters shall feature ambient insensitive electronic motor protection circuitry and be capable of protecting any motor from 5HP to 15HP Phase loss and load imbalance protection shall be standard

B. The starters shall be combination type with separate control voltage disconnect, HOA switch, Green Run and Red Ready LED indicators, and separate N.O. and N C starter auxiliary contacts

PART 2 – PRODUCTS

2.01 MOTOR STARTERS

A The starters shall be Square-D as Specified on the Drawings or approved equal

B All motor starters shall be provided with a nameplate identifying the equipment controlled.

PART 3 – EXECUTION

3.01 INSTALLATION

A Motor starters are to be installed plumb and rigidly secured to structure or equipment with bolts and expansion anchors as applicable

B Name plates shall be installed as indicated in Section 16050, BASIC MATERIALS AND METHODS

END OF SECTION

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

PART 1 - GENERAL

1.01 CONTRACT PROVISIONS

The requirements of this section are in addition to the requirements of Division 1, General Conditions, Supplementary Conditions, and Section 16050 - Basic Materials and Methods bound herewith

1.02 REQUIREMENTS

A Safety switches as shown on the Drawings.

B Ratings of safety switches shall be as indicated on the Drawings

PART 2 - PRODUCTS

2.01 REQUIREMENTS

Heavy duty rated switches fused or non-fusible as indicated on the Drawings, shall be provided as required General duty switches will not be allowed Switches shall have "Quick-break" actuating mechanisms and shall be enclosed as required by the conditions of installation The cover shall be interlocked with the switch such that the enclosure cannot be opened with the switch in the "on" position. The "on" and "off" positions shall be clearly marked by the manufacturer The switch shall be capable of being locked in the open position

2.02 MANUFACTURERS

Equipment manufactured by Square-D, Siemens, G E , or Eaton is acceptable

PART 3 - EXECUTION

3.01 INSTALLATION

A Safety switches are to be installed plumb and rigidly secured to structure or equipment with wood screws, machine bolts and concrete anchors, or machine bolts and lock nuts as applicable

B Name plates shall be installed as indicated in Section 16050, BASIC MATERIALS AND METHODS

END OF SECTION

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Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

PART 1 - GENERAL

1.01 CONTRACT PROVISIONS

The requirements of this section are in addition to the requirements of Division 1, General Conditions, Supplementary Conditions, and Section 16050 - Basic Materials and Methods bound herewith

1.02 REQUIREMENTS

UL listed overcurrent protective devices shall be installed to protect all circuits in strict accordance with applicable Electrical Code.

PART 2 - PRODUCTS

2.01 CIRCUIT BREAKERS

Circuit breakers shall be of the proper type and rating for each application They shall be molded case, thermal-magnetic, with inverse time characteristic response - temperature compensated The fault current interrupting rating shall not be less than that shown on the Drawings (10,000 ASYM minimum) Multiple pole breaker must be manufactured as a single unit - single pole units with handles "bailed" together will not be acceptable. Use of "tandem" circuit breakers or "two in the space of one" will not be acceptable

2.02 FUSES

A. Fuses shall be provided for all fuse holders as shown on the Drawings and specified herein They shall be current-limiting, non-renewable as indicated on the Drawings – Fusetron, Class RK5 manufactured by Bussman Provide 3 spare fuses for each size and class of fuse used

B Fuses in Motor Starters are to be selected based upon the size of each pump motor controlled as indicated on the Drawings

PART 3 - EXECUTION

3.01 INSTALLATION

Circuit breakers and fuses are to be installed in accordance with manufacturers' instructions Fuses must seat solidly with all contact surfaces bearing evenly Replace warped, weak, or broken fuse clamp terminals. Do not attempt to repair or bend back into position

END OF SECTION

PART 1 - GENERAL

1.01 CONTRACT PROVISIONS

The requirements of this section are in addition to the requirements of Division 1, General Conditions, Supplementary Conditions, and Section 16050 - Basic Materials and Methods bound herewith

1.02 REQUIREMENTS

Except where specifically noted otherwise, ground all non-current carrying metal parts of all electrical systems, equipment, and devices in strict accordance with applicable Electrical Codes All ground fittings shall be approved for use in grounding systems and installed as required by applicable codes

PART 2 - PRODUCTS

2.01 CONDUCTORS

ALL CONDUCTORS MUST BE COPPER Where it is necessary to enclose a single grounding conductor in metallic conduit, the conductor must be securely bonded to the conduit with approved grounding bushings at each end whether it is insulated or not

2.02 CONNECTORS

Connectors used for grounding conductors #8 AWG and larger and all conductors *below grade, in the slab, or outdoors shall be Burndy, Cad-Weld, or Ampact

PART 3 - EXECUTION

3.01 REQUIREMENTS

A Field verify the integrity the existing grounding electrode system shown on the Drawings Test the system and verify that the resistance of the grounding electrode conductor to ground - as measured from the point where the conductor will be connected to the service equipment - is less than 25 ohms Where this is not achieved, augment the system with an additional electrode separated from the first by at least 6'

B For branch and feeder circuits, an equipment grounding conductor sized per the applicable Electrical Code is to be installed in each raceway These are not necessarily shown on the Drawings Be sure to size raceways and boxes to accommodate this conductor

C Where equipment grounding conductors are indicated on the Drawings, a separate insulated copper equipment grounding wire, sized per CEC or as shown, shall be installed with the circuit conductors shown

D Ground rods, where used, shall not be less than 5/8" in diameter and 10' long They shall be driven to within 4" of full length into the earth Bonding to the rod(s) shall be with Burndy, Cad-Weld, or Ampact connectors

END OF SECTION

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

PART 1 - GENERAL

1.01 CONTRACT PROVISIONS

The requirements of this section are in addition to the requirements of Division 1, General Conditions, Supplementary Conditions, and Section 16050 - Basic Materials and Methods bound herewith.

1 02 REQUIREMENTS

Control systems shall be provided as shown on the Drawings and as specified herein Prior to demolition, field verify all control functions, and identify all connections to starters to be replaced All new systems shall operate as originally intended The Contractor shall verify all control functions during final inspection and as requested

PART 2 - PRODUCTS

2.03 RELAYS

Control relays shall be provided as necessary to replace original equipment as indicated on the Drawings. They shall be industrial grade rated for use at the voltages and currents as indicated on the Drawings. Provide all accessory equipment and devices required for a complete and functional installation

PART 3 - EXECUTION

3.01 REQUIREMENTS

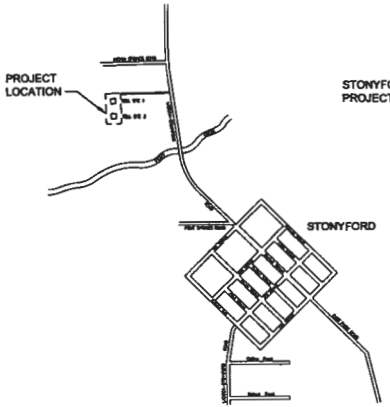
A All control devices shall be rigidly installed where indicated and enclosed suitable to conditions of the individual installations Wiring shall be identified same as existing with Brady "Omni - Grip" identification clips or the equivalent product of other manufacturers Note these identification numbers on the drawings for both well motors

B. All control schemes shall be verified and prepared for demonstration during a site visit by the Owner and the Engineer. The controls shall be operated to demonstrate that the system(s) function as required

END OF SECTION

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

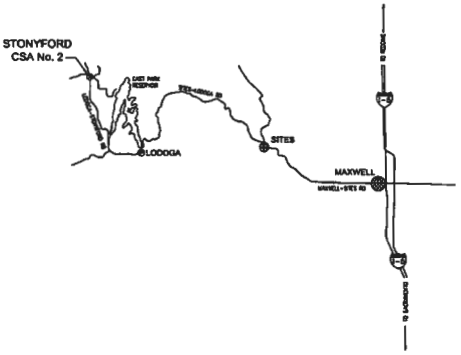
COUNTY OF COLUSA
COUNTY SERVICE AREA No. 2, STONYFORD, CALIFORNIA 95979
WELL 2 AND PIPELINE REPLACEMENT



PROJECT SITE MAP
NTS



VICINITY MAP
NTS



LOCATION MAP
NTS

INDEX OF SHEETS

G1	TITLE SHEET
G2	NOTES, SYMBOLS AND ABBREVIATIONS
C1	WELL SITE AND PIPELINE PLAN
C2	WELL SECTION AND DETAILS
C3	DETAILS
ES.1	ELECTRICAL SITE PLAN, WIRING METHODS, NOTES, ONE-LINE DIAGRAM AND DETAILS
ES.2	ELECTRICAL EQUIPMENT ELEVATIONS, CONTROL SCHEMATIC, AND MOTOR STARTER
E1.1	WELL #1 AND WELL #2 ENLARGED ELECTRICAL PLANS

CONTACT / SIGNATURE BLOCKS

COLUSA COUNTY DEPARTMENT OF PUBLIC WORKS — DATE 4/23/2020

SPECIALIZED UTILITY SERVICES PROGRAM, ENGINEER — DATE 4/23/2020

NO.	DATE	REVISIONS	BY	CHK	DRAWN: MAH	PROJECT NO.	WARNING	California Rural Water Association	USA NORTH 811 CALL AT LEAST TWO WORKING DAYS BEFORE YOU DIG	COLUSA COUNTY CSA No. 2 STONYFORD	SHEET G 1
					DESIGNED: JS	SCALE:				TITLE SHEET	
					CHECKED:	APPROVED:					
					DATE: 4/27/20	DATE:					

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THE COLUSA COUNTY STANDARD CONSTRUCTION SPECIFICATIONS AND THE CONTRACT SPECIFICATIONS AS THEY PERTAIN TO THE WORK DEPICTED HEREIN.
2. UTILITIES SHOWN ARE ONLY APPROXIMATE AND THE CONTRACTOR IS ADVISED TO INVESTIGATE EACH UTILITY SHOWN AS WELL AS BE AWARE OTHER UTILITIES NOT SHOWN MAY EXIST. SEE USA NOTICE AT THE BOTTOM OF THIS SHEET.
3. PRIOR TO TRENCH EXCAVATION, THE CONTRACTOR SHALL POTHOLE TIE-IN LOCATIONS AND ANY UTILITIES TO BE CROSSED TO VERIFY THAT NO GRADE CONFLICTS EXIST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING NEW WATER PIPING OVER OR UNDER EXISTING UTILITY IF GRADE CONFLICT OCCURS.
4. WATER MAINS SHALL HAVE A MINIMUM OF 36" COVER UNLESS NOTED OTHERWISE.
5. THRUST BLOCKS FOR WATER PIPING SHALL BE PER THRUST BLOCK DETAIL ON PLANS.
6. PIPE JOINT DEFLECTION SHALL BE USED TO ACCOMMODATE BENDS FOR VERTICAL AND HORIZONTAL ALIGNMENT UNLESS NOTED OTHERWISE ON THE DRAWINGS.
7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL WATER SHUTDOWNS WITH COLUSA COUNTY A MINIMUM OF TWO WORKING DAYS IN ADVANCE.
8. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, AND TO PROVIDE FOR THE PROPER AND CONTINUOUS SAFE ROUTING OF VEHICLE AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO WORKING HOURS.
9. FOR ALL TRENCHING EXCAVATIONS 5 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF INDUSTRIAL SAFETY PRIOR TO BEGINNING ANY EXCAVATION. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
10. THE CONTRACTOR SHALL MAINTAIN ALL WATER FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE NEW WATER IMPROVEMENTS ARE IN PLACE AND FUNCTIONING.
11. TEMPORARY EASEMENTS FOR TEMPORARY WORKING SPACE, VEHICLE AND EQUIPMENT PARKING, AND MATERIAL STORAGE SHALL NOT BE USED IN ANY MANNER THAT WILL CAUSE PERMANENT DEFACEMENT OF THE PROPERTY. THE CONTRACTOR SHALL RESTORE ALL TEMPORARY EASEMENT AREAS TO THEIR ORIGINAL CONDITION AT PROJECT CLOSEOUT.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONUMENTATION AND/OR BENCHMARKS WHICH WILL BE DISTURBED OR DESTROYED BY CONSTRUCTION. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR CIVIL ENGINEER AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT
13. CONTRACTOR SHALL VERIFY DIMENSIONS AND CONDITIONS ON THE JOB. RESOLVE ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND INFORMATION SHOWN ON DRAWINGS WITH ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL TEMPORARY CONDITIONS INCLUDING, BUT NOT LIMITED TO, SUPPORTS, BRACING, SHORING, AND SAFETY TO ACHIEVE FINISHED CONDITIONS.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES.
16. WORK SEQUENCING, DRILL AND TEST WELL #2 FIRST. OWNER WILL DETERMINE WHETHER TO INSTALL WELLHEAD COMPLETION AND PIPELINES BASED ON WELL PRODUCTION CAPACITY. OWNER WILL DETERMINE WHETHER TO DRILL WELL #1 BASED ON PRICE.
17. CONTRACTOR SHALL SUPPLY AND INSTALL ONLY AMERICAN MADE IRON AND STEEL PRODUCTS.

ABBREVIATIONS

AB	= AGGREGATE BASE	T	= TOP
AC	= ASPHALTIC CONCRETE	TBC	= TOP BACK OF CURB
ARV	= AIR RELEASE VALVE	TC	= TOP OF CURB
AVRV	= AIR/VACUUM RELEASE VALVE	TEL	= TELEPHONE
B	= BOTTOM	TFC	= TOP FACE OF CURB
BC, PC	= BEGIN CURVE	TOB	= TOP OF BANK
BLDG	= BUILDING	TOS	= TOP OF SURFACE
BFV	= BUTTERFLY VALVE	TP	= TOP OF PAVEMENT
C	= CENTER	TW	= TOP OF WALL
CJ	= CONTROL JOINT	(TYP)	= TYPICAL
CL	= CENTER LINE/CLASS	UG	= UNDERGROUND
CLR	= CLEARANCE	W	= WATER
CO	= CLEAN OUT		
CONC	= CONCRETE		
CONT	= CONTINUOUS		
CMP	= CORRUGATED METAL PIPE		
D	= DRAIN		
DET	= DETAIL		
DI	= DRAIN INLET		
DIA	= DIAMETER		
DIP	= DUCTILE IRON PIPE		
DWG	= DRAWING		
E	= EASTING		
(E)	= EXISTING		
EA	= EACH		
EG	= EXISTING GROUND		
EL/ELEV	= ELEVATION		
EP	= EDGE OF PAVEMENT		
EW	= EACH WAY		
FCA	= FLANGE COUPLING ADAPTOR		
FF	= FINISH FLOOR		
FG	= FINISH GRADE		
FH	= FIRE HYDRANT		
FL	= FLOW LINE/FLANGED		
FM	= FORCE MAIN		
FT	= FEET		
GALV	= GALVANIZED		
GV	= GATE VALVE		
HDPE	= HIGH DENSITY POLYETHYLENE PIPE		
HP	= HORSE POWER		
IE	= INVERT ELEVATION		
INV	= INVERT		
IRR	= IRRIGATION		
LAT	= LATERAL		
LF	= LINEAR FEET		
LS	= LEVEL SWITCH		
LT	= LEVEL TRANSMITTER		
M	= MOTOR		
MAX	= MAXIMUM		
MCC	= MOTOR CONTROL CENTER		
MFR	= MANUFACTURER		
MIN	= MINIMUM		
N	= NORTHING		
(N)	= NEW		
NTS	= NOT TO SCALE		
OC	= ON CENTER		
OD	= OUTSIDE DIAMETER		
PE	= PLAIN END		
PG&E	= PACIFIC GAS & ELECTRIC		
PH	= PHASE		
(P)	= PROPOSED		
PP	= POWER POLE		
RCP	= REINFORCED CONCRETE PIPE		
REINF	= REINFORCEMENT		
REQ'D	= REQUIRED		
SCH	= SCHEDULE		
SB	= SET BACK		
SD	= STORM DRAIN		
SDMH	= STORM DRAIN MAN HOLE		
SF	= SQUARE FEET		
SHT	= SHEET		
SS	= SANITARY SEWER		
SST	= STAINLESS STEEL		
STA	= STATION		
STD	= STANDARD		
STL	= STEEL		
SQ	= SQUARE		

SITE SYMBOLS LEGEND

PLAN (SCALE AS NOTED)

ARROW INDICATES DIRECTION OF PLAN NORTH

INDICATES SECTION I.D. NUMBER

SECTION B / C3

INDICATES SHEET WHERE SECTION WAS CUT (-) INDICATES SECTION FOUND ON SAME SHEET

INDICATES DETAIL I.D. NUMBER

DETAIL 2 / C3

INDICATES SHEET WHERE DETAIL APPLIES (-) INDICATES DETAIL FOUND ON SAME SHEET

ARROW AND/OR FLAG INDICATES DIRECTION OF SECTION CUT

A / C7

INDICATES SECTION I.D. LETTER

INDICATES SHEET WHERE SECTION IS LOCATED

2 / C5

INDICATES DETAIL I.D. NUMBER

INDICATES SHEET WHERE DETAIL IS LOCATED

SITE SYMBOLS LEGEND

- SURVEY CONTROL POINT
- FOUND MONUMENT AS NOTED
- TELEPHONE POLE
- STORM DRAIN & SIZE
- SANITARY SEWER & SIZE
- SEWER FORCE MAIN & SIZE
- CLEAN OUT
- WATER MAIN & SIZE
- RAW WATER MAIN & SIZE
- NON-POTABLE WATER
- LARGE PIPELINE
- PIPELINE BENEATH CONCRETE OR STRUCTURE
- TELEPHONE LINE (UNDERGROUND)
- ELECTRIC LINE (UNDERGROUND)
- FIBER OPTIC (UNDERGROUND)
- COMMUNICATION
- GAS
- OVER HEAD WIRE
- MANHOLE
- DRAIN INLET
- FIRE HYDRANT
- GATE VALVE (NORMALLY OPEN)
- GATE VALVE (NORMALLY CLOSED)
- CHECK VALVE
- BUTTERFLY VALVE
- BALL VALVE
- REDUCER
- WATER METER
- BLOW OFF VALVE
- PROPERTY LINE
- RIGHT OF WAY
- CENTERLINE
- POST & CABLE BARRIER
- FENCE
- INDEX CONTOUR LINE
- INTERMEDIATE CONTOUR LINE
- 73.8 FLOWLINE ELEVATION
- SHEET DRAINAGE FLOW
- DITCH DRAINAGE FLOW
- SLOPE (CUT or FILL)

C:\Users\Mary\Dropbox\WORK\Clients\30 COLUSA\STONYFORD 4-27-20.dwg 4-27-20 05:01:54 PM Mary

NO.	DATE	REVISIONS	BY	CHK

DESIGN: MW | PROJECT NO:
ENGINEER: JB | SCALE:
CHECKED: --- | APPROVED:
DATE: 4/27/20 | DATE:

WARNING
0" 1"
AT FULL SCALE
IF BAR IS NOT 1" - SCALE ACCORDINGLY

California Rural Water Association

CRWA
1234 H MARKET BLVD
SACRAMENTO, CA 95814
(916) 555-4321

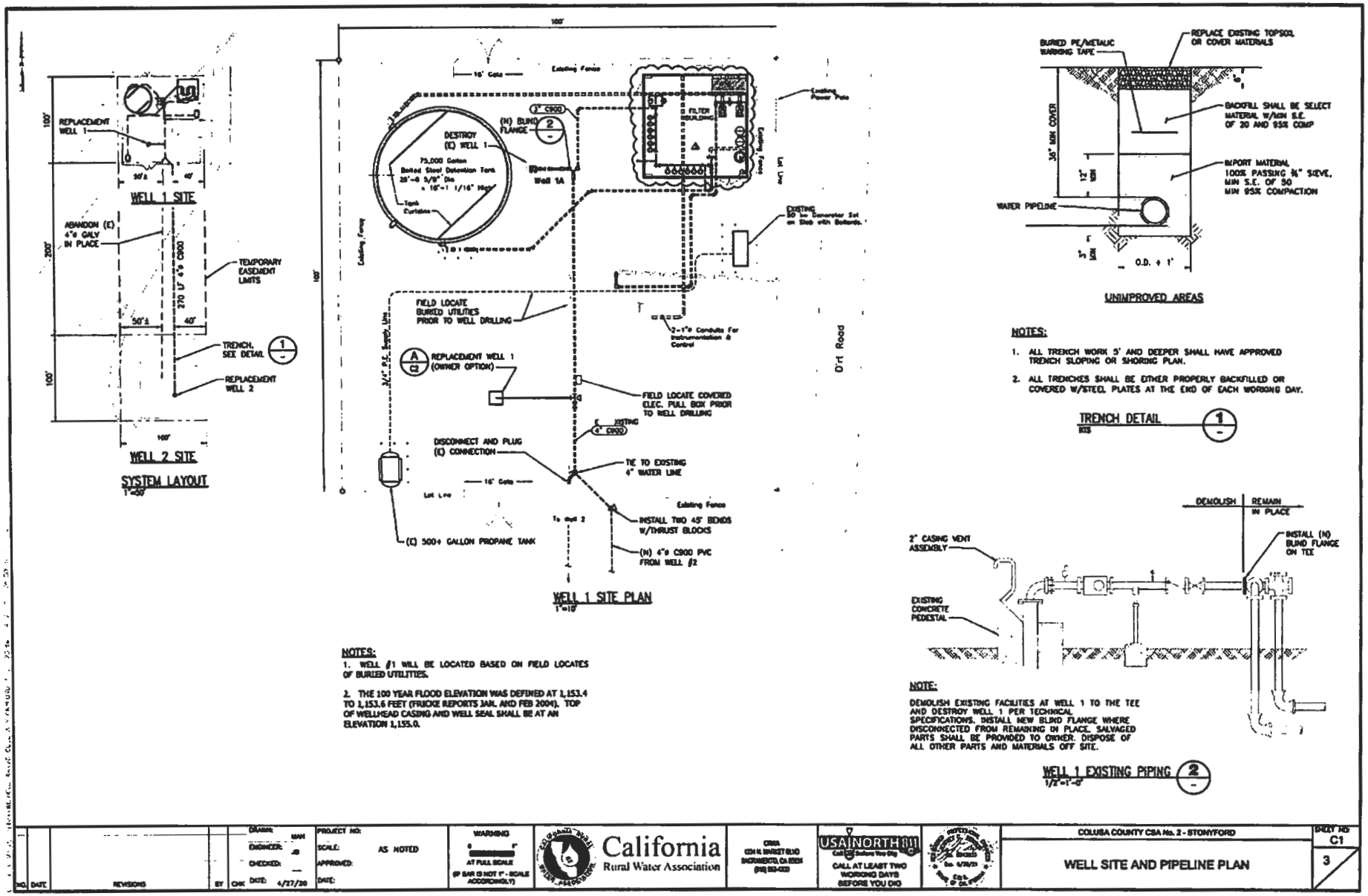
USA NORTH 811
Call Two Business Days Before You Dig
CALL AT LEAST TWO WORKING DAYS BEFORE YOU DIG

COLUSA COUNTY CSA No. 2 - STONYFORD

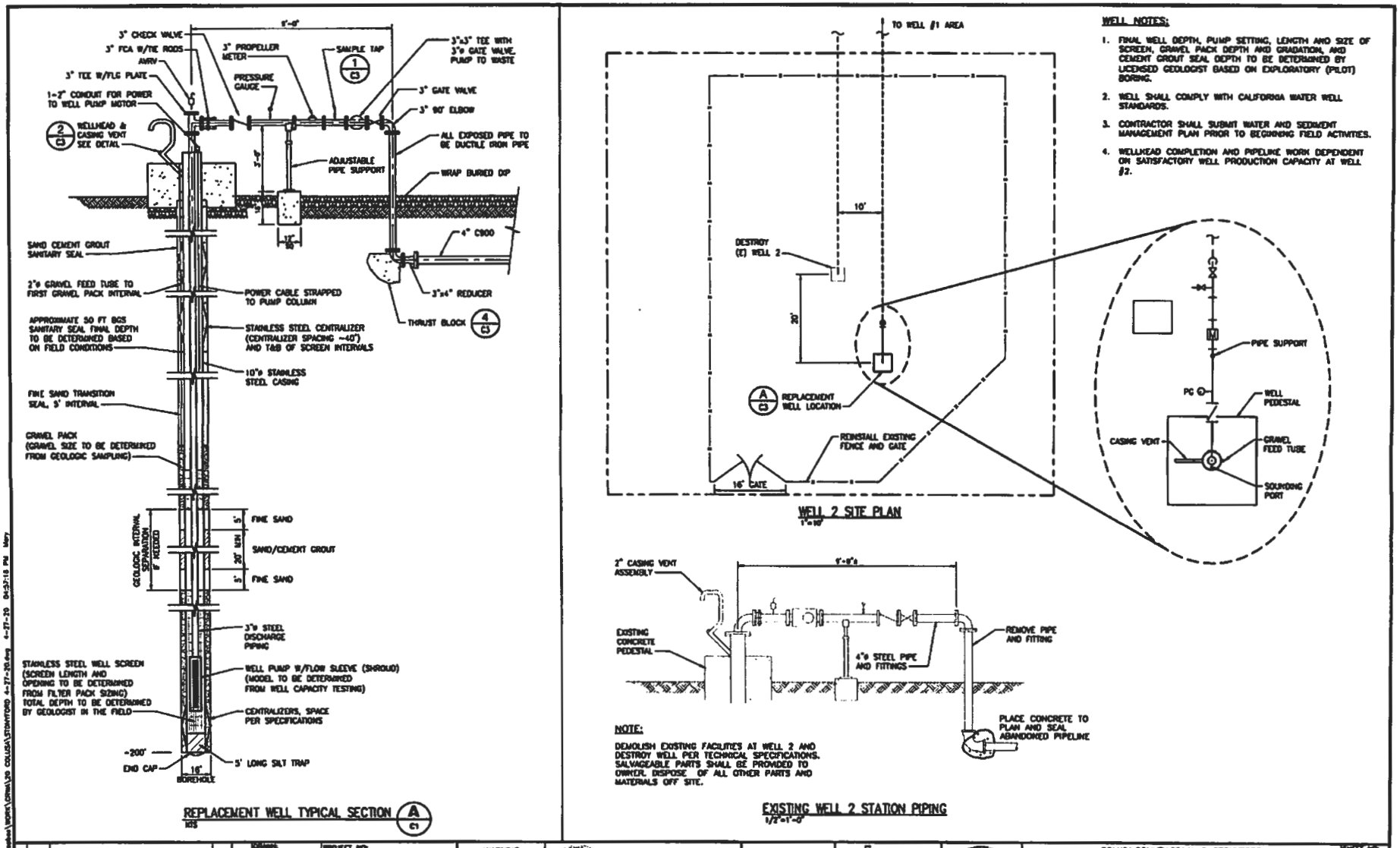
NOTES, SYMBOLS AND ABBREVIATIONS

SHEET NO: G2
2

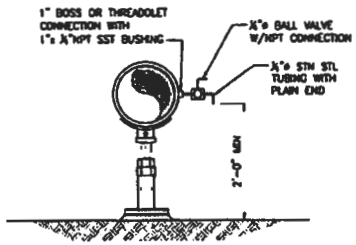
Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))



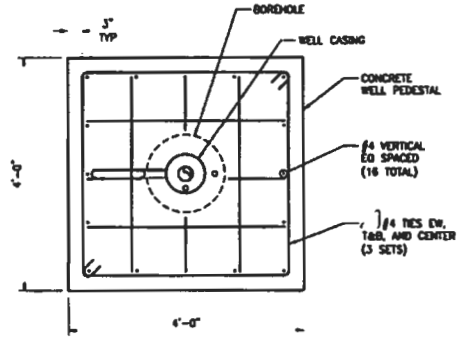
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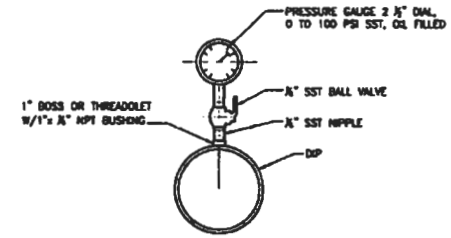
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Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))



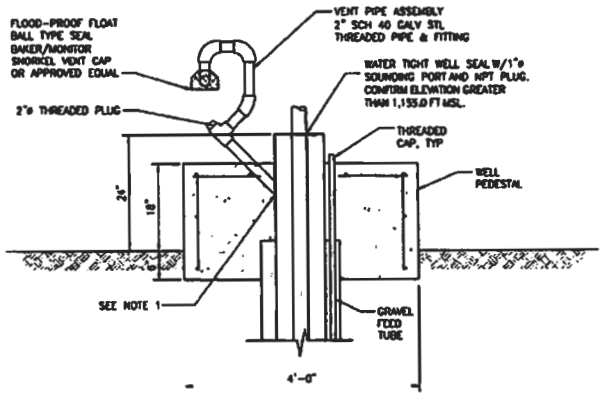
SAMPLE TAP — 1 / C2



WELL PEDESTAL PLAN REINFORCING DETAIL — 3



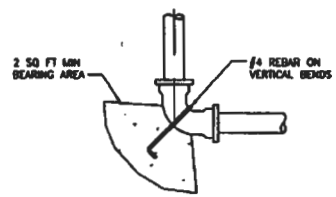
PRESSURE GAUGE DETAIL — 5



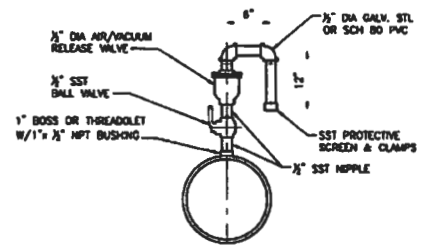
NOTE:

1. REMOVE GALV. COATING FROM PIPE. CENTER HOLE IN CASING. WELD PIPE TO WELL CASING. SEAL WELD.

WELLHEAD AND CASING VENT DETAIL — 2



THRUST BLOCK DETAIL — 4

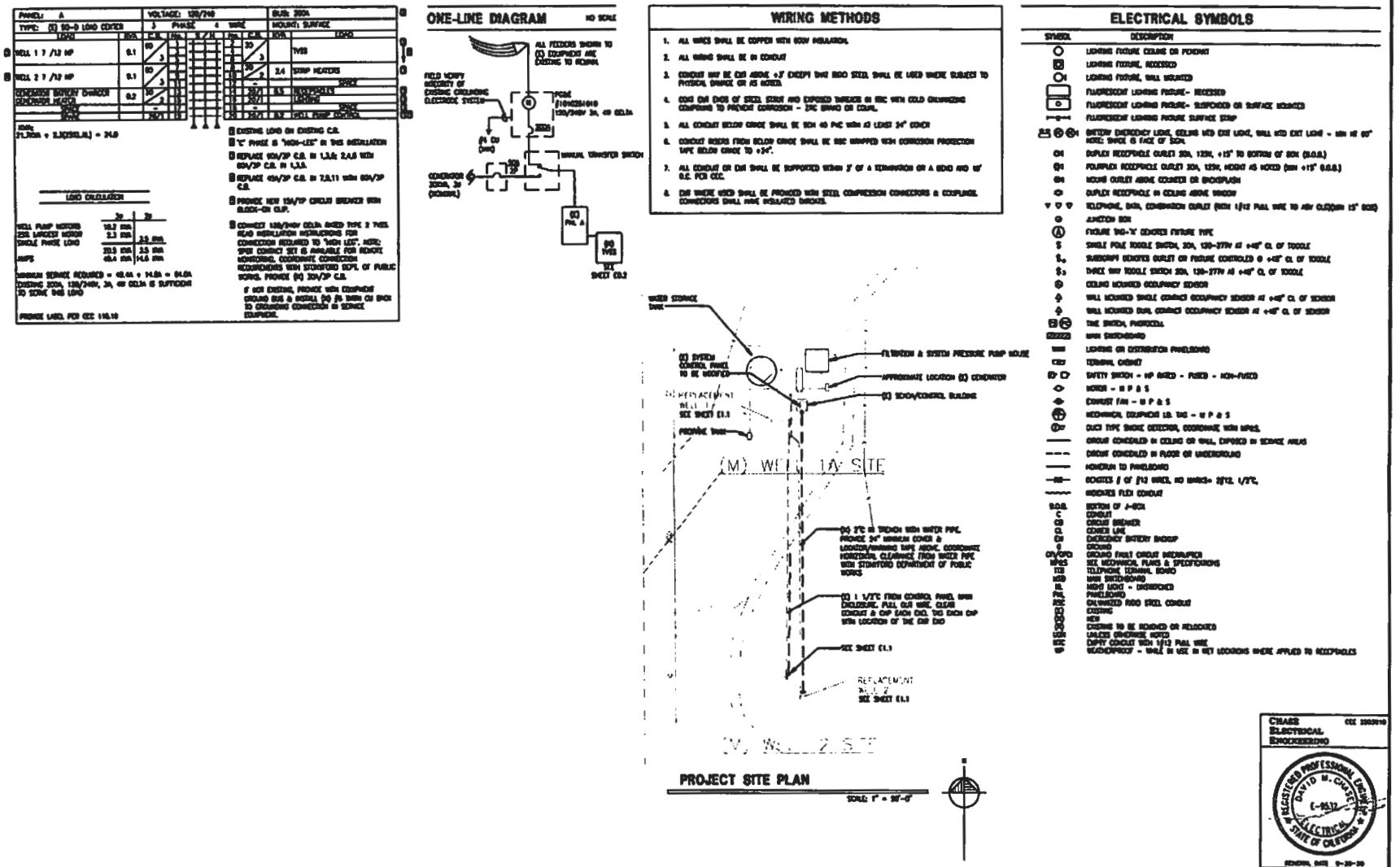


AIR/VACUUM RELEASE VALVE DETAIL — 6

NO. DATE REVISIONS BY CHK	DRAWN: MRH ENGINEER: JB CHECKED: — DATE: 4/27/20	PROJECT NO: SCALE: AS NOTED APPROVED: DATE:	WARNING 1" AT FULL SCALE (IF BAR IS NOT 1" - SCALE ACCORDINGLY)	California Rural Water Association	CSDA 1234 H. HARVEST BLVD SACRAMENTO, CA 95834 (916) 852-0326	USA NORTH 811 Call 2 Business Days Before You Dig CALL AT LEAST TWO WORKING DAYS BEFORE YOU DIG		COLUSA COUNTY CSA No. 2 - STONYFORD DETAILS SHEET NO: C3 5

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-



MOTOR STARTER SPECIFICATION

THE MOTOR STARTERS SHALL BE FIRE CONTROLLER, FUSIBLE COMBINATION STARTERS, NEMA 3R/12 ENCLOSED WITH CLASS R FUSE CLIPS. STARTER TO BE SIZE 2, RATED FOR 60A AT 240V, 3-PHASE, FULL VOLTAGE, NON-REVERSING WITH SOLID STATE, MOTOR LOAD OVERLOAD RELAY (SSOLR) CAPABLE OF PROTECTING MOTORS FROM 5 HP TO 15 HP. THE SSOLR IS TO BE AMBIENT TEMPERATURE, INSENSITIVE AND PROVIDE ADDITIONAL PROTECTION AGAINST PHASE LOSS AND LOAD IMBALANCE. THE STARTER SHALL BE CONFIGURED FOR USE WITH A SEPARATE 120V CONTROL CIRCUIT ECERGED FROM PANEL A.

FRONT PANEL CONTROLS AND INDICATORS SHALL INCLUDE:

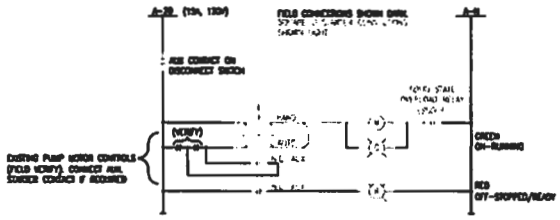
- H-O-A SWITCH
- RESET BUTTON
- RED (OFF) AND GREEN (RUNNING) LED INDICATOR LIGHTS
- AUXILIARY CONTACTS
- SPOT CONTROL DISCONNECT ON THE STARTER DISCONNECT SWITCH

FUSE THE STARTER WITH CLASS RKS FUSES SIZED AT 175% TO 225% OF THE MOTOR FULL LOAD CURRENT RATING PRESCRIBED IN CEC TABLE 430.250 OR THE MOTOR NAMEPLATE MAXIMUM IF HIGHER.

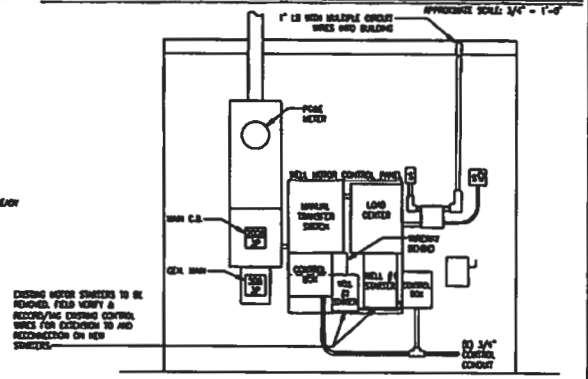
PROVIDE SQUARE-D CLASS 8538, MODEL [REMAINDER OR ILLEGIBLE] COLOR, HAVING ALL THE SAME FEATURES SPECIFIED HEREIN AND BEING OF APPROXIMATELY THE SAME PHYSICAL SIZE.##

STARTER CONTROL RECONNECTION

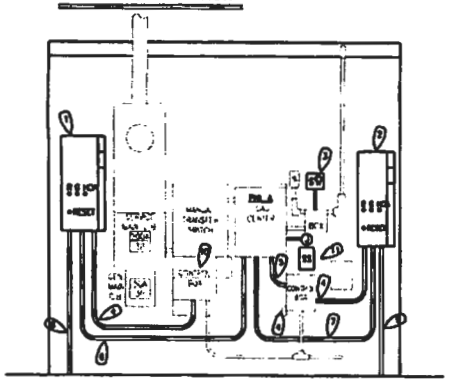
FIELD VERIFY ALL EXISTING CONDITIONS



WELL PUMP CONTROL BUILDING WEST EXTERIOR ELEVATIONS



EXISTING CONDITION



NEW CONDITION

ELEVATION NOTES (NEW CONDITION)

1. WELL #1 STARTER
2. LOCATE NEW WELL #2 STARTER TO LEAVE ADJACENT "LB" ACCESSIBLE.
3. RELOCATE SWITCH/RECEPTACLE BOX REPLACE RECEPTACLE WITH NEMA 5-20R GFCI. PROVIDE 3/4 BOX COVER WITH G.F. DEVICE COVER. SEAL ABANDONED BOX OPENING WATERTIGHT. PROVIDE 1/2" HUB IN TOP OF BOX.
4. REROUTE CONTROL WIRES FOR OLD WELL 1 & 2 STARTERS TO NEW STARTERS. PROVIDE NEW 120V CONTROL CIRCUIT AS NEEDED.
5. V/T'S, (2) #14 THWN CU, (1) #14 THWN CU GND NEW DEDICATED CONTROL CIRCUIT A-3B.
6. WELL #1 POWER FEEDER CIRCUIT A-1,3,5: 1"C, (3) #8 THWN CU (1) #10 THWN CU GND
7. WELL #2 POWER FEEDER CIRCUIT A-2,4,6: 1"C, (3) #8 THWN CU (1) #10 THWN CU GND
8. WELL #1 MOTOR CIRCUIT A-1,3,5: 1 V/T'S, (3) / (1) /
9. WELL #2 MOTOR CIRCUIT A-2,4,6: 1"C, (3) / (1) /
10. LOCATE & REMOVE CONTROL TRANSFORMER (REPLACED WITH 15A/1P, CKT #A-3B). FIELD VERIFY ALL CONTROL CONNECTIONS PRIOR TO DEMOLITION. REPLACE ANY EXISTING CONTROL RELAYS.
11. TYPE 1/2 THES 12B/240V 60.3A 3-PHASE, 4 WIRE. PROVIDE LEVITON [illegible]

CHASE ELECTRICAL ENGINEERING

REGISTERED PROFESSIONAL ENGINEER — DAVID M. CHASE — ELECTRICAL — STATE OF CALIFORNIA

NO.	DATE	REVISIONS	BY	CHK

DRAWN: CET
ENGINEER: DMC
CHECKED: DMC
DATE: 4/3/2020
PROJECT NO:
SCALE: AS NOTED
APPROVED:
DATE:

WARNING — 0 1" — AT FULL SCALE — IF BAR IS NOT 1" - SCALE ACCORDINGLY

California Rural Water Association

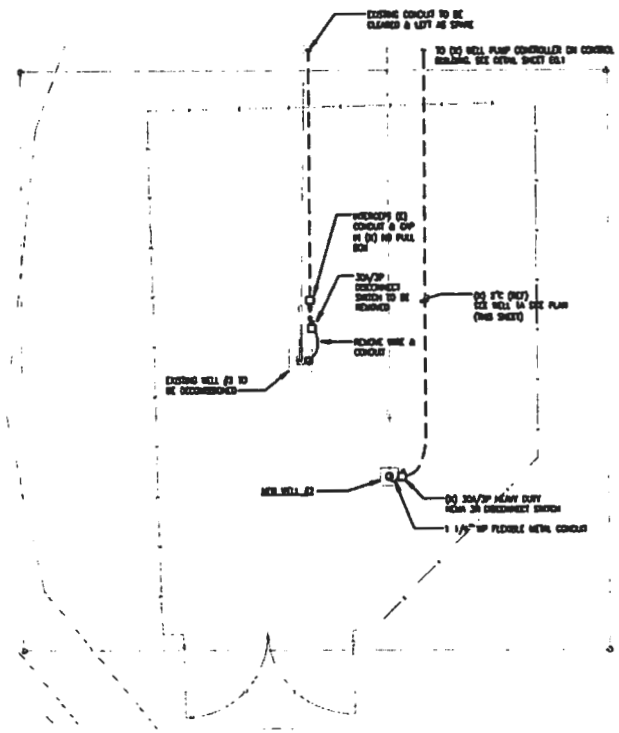
USA NORTH 811 — CALL AT LEAST TWO WORKING DAYS BEFORE YOU DIG

COLUSA COUNTY CSA NO. 2 - STONYFORD WELL & PIPELINE REPLACEMENT

ELECTRICAL EQUIPMENT ELEVATIONS & MOTOR STARTER SPECIFICATION

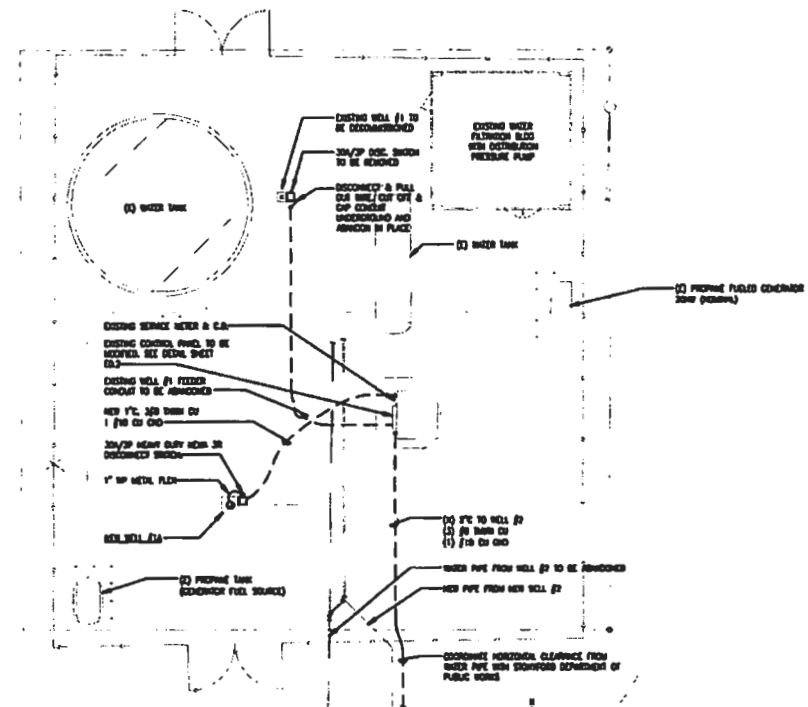
SHEET NO. E0.2 of 8

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-



WELL 2 ELECTRICAL SITE PLAN

SCALE: 1" = 10'-0"



WELL 1A ELECTRICAL SITE PLAN

SCALE: 1" = 10'-0"

CHASE ELECTRICAL ENGINEERING

REGISTERED PROFESSIONAL ENGINEER DAVID M. CHASE (-8573) ELECTRICAL STATE OF CALIFORNIA

RENEWAL DATE: 9-30-20

8710 GREENLEAF AVE., SUITE C
SACRAMENTO, CA 95826
(916) 364-1040

NO.	DATE	REVISIONS	BY	CHK

DRAWN: CET
ENGINEER: DMC
CHECKED: DMC
DATE: 4/3/2020

PROJECT NO:
SCALE: AS NOTED
APPROVED:
DATE:

WARNING
IF BAR IS NOT 1"- SCALE ACCORDINGLY
AT FULL SCALE

California Rural Water Association

1234 H. MARKET BLVD
SACRAMENTO, CA 95814
(916) 123-4567

USA NORTH 811
CALL AT LEAST TWO WORKING DAYS BEFORE YOU DIG

COLUSA COUNTY CSA NO. 2 - STONYFORD WELL & PIPELINE REPLACEMENT

WELL 1A & WELL 2 ENLARGED ELECTRICAL SITE PLANS

SHEET NO. 8
E1.1
of 8

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-

THE AMERICAN INSTITUTE OF ARCHITECTS

Premium based on final contra
pnce and is subject to adjustm

Bond No. HA1010839

Premium $7,393 00

AIA Document A312

Performance Bond

Any singular reference to Contractor Surety Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)
Maggiora Bros. Drilling, Inc.
595 Airport Blvd.
Watson, CA 95076

SURETY (Name and Principal Place of Business)
Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

OWNER (Name and Address)
County of Colusa
1215 Market Street
Colusa, CA 95932

CONSTRUCTION CONTRACT
Date September 15, 2020
Amount: $ 319,650 Three Hundred Nineteen Thousand Six Hundred Fifty Dollars and NO/100--
Description (Name and Location)
CSA No 2, Stonyford Well 2 and Pipeline Replacement Project

BOND
Date (Not earlier than Construction Contract Date) September 30, 2020
Amount $ 319,650 Three Hundred Nineteen Thousand Six Hundred Fifty Dollars and NO/100--
Modifications to this Bond [X] None [ ] See Page 3

CONTRACTOR AS PRINCIPAL COMPANY
Maggiora Bros. Drilling, Inc.

Corporate Seal)

Signature:
Name and Title:

SURETY COMPANY
Hudson Insurance Company

(Corporate Seal)

Signature:
Name and Title
Nancy L Wallis Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER
USI Insurance Services LLC
1383 N McDowell Blvd, STE 210
Petaluma, CA 94954 707 779-1100

OWNER'S REPRESENTATIVE (Architect, Engineer or other party)

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3 1

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after

3 1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3 1, and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner If the Surety proceeds as provided in Subparagraph 4 4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4 1, 4 2, or 4 3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for

6 1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4, and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

to sureties as a defense in the jurisdiction of the suit shall be applicable

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein The intent is that this Bond shall be construed as a statutory bond and not as a common law bond

12 DEFINITIONS

12 1 Balance of the Contract Price The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default. Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page)

CONTRACTOR AS PRINCIPAL COMPANY	SURETY COMPANY
(Corporate Seal)	(Corporate Seal)
Signature _____	Signature. _____
Name and Title	Name and Title
Address	Address

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

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 Sonoma)

On September 30, 2020 before me, Stacy M. Clinton, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Nancy L. Wallis
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.

STACY M. CLINTON
Notary Public - California
Sonoma County
Commission # 2308039
My Comm Expires Nov 3, 2023

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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

HUDSON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute a appoint

Nancy L. Wallis

of the state of California

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Three Hundred and Nineteen Thousand Six Hundred and Fifty Dollars and Zero Cents

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 16th day of November, 20 17 at New York, New York.

(Corporate seal)

Attest. Dina Daskalakis
Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

By Michael P Cifone
Michael P Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS

On the 16th day of November, 20 17 before me personally came Michael P Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order

(Notarial Seal)

ANN M MURPHY
NOTARY PUBLIC
STATE OF NEW YORK

ANN M MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.:

The undersigned **Dina Daskalakis** hereby certifies

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified.

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 30th day of September, 20 20

(Corporate seal)

By Dina Daskalakis
Dina Daskalakis, Corporate Secretary

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

THE AMERICAN INSTITUTE OF ARCHITECTS

Bond No. HA1010839

Premium included in performance bond

AIA Document A312

Payment Bond

Any singular reference to Contractor Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)
Maggiora Bros. Drilling, Inc
595 Airport Blvd.
Watson, CA 95076

SURETY (Name and Principal Place of Business)
Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

OWNER (Name and Address)
County of Colusa
1215 Market Street
Colusa, CA 95932

CONSTRUCTION CONTRACT
Date. September 15, 2020
Amount: $ 319,650 Three Hundred Nineteen Thousand Six Hundred Fifty Dollars and NO/100--
Description (Name and Location).
CSA No. 2, Stonyford Well 2 and Pipeline Replacement Project

BOND
Date (Not earlier than Construction Contract Date): September 30, 2020
Amount: $ 319,650 Three Hundred Nineteen Thousand Six Hundred Fifty Dollars and NO/100--
Modifications to this Bond [x] None [ ] See Page 6

CONTRACTOR AS PRINCIPAL COMPANY.
Maggiora Bros. Drilling, Inc.

(Corporate Seal)

Signature: _____ – Secretary
Name and Title.

SURETY COMPANY·
Hudson Insurance Company

(Corporate Seal)

Signature: _____
Name and Title:
Nancy L Wallis Attorney-in-Fact

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER
USI Insurance Services LLC
1383 N McDowell Blvd, STE 210
Petaluma, CA 94954 707-779-1100

OWNER'S REPRESENTATIVE (Architect, Engineer or other party)

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference

2. With respect to the Owner, this obligation shall be null and void if the Contractor

2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due

4. The Surety shall have no obligation to Claimants under this Bond until.

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim

4.2 Claimants who do not have a direct contract with the Contractor

1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly, and

3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed

6.2 Pay or arrange for payment of any undisputed amounts

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4 1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL COMPANY:	SURETY Company:
(Corporate Seal)	(Corporate Seal)
Signature: _____	Signature: _____
Name and Title:	Name and Title:
Address:	Address:

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

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 Sonoma)

On September 30, 2020 before me, Stacy M. Clinton, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Nancy L. Wallis
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.

STACY M. CLINTON
Notary Public - California
Sonoma County
Commission # 2308039
My Comm. Expires Nov 3, 2023

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: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros Drilling (C20-172))

HUDSON INSURANCE GROUP

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Nancy L. Wallis

of the state of California

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Three Hundred and Nineteen Thousand Six Hundred and Fifty Dollars and Zero Cents

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 16th day of November, 20 17 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

Attest
Dina Daskalakis
Corporate Secretary

By
Michael P Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 16th day of November, 20 17 before me personally came Michael P Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order

(Notarial Seal)

ANN M MURPHY NOTARY PUBLIC STATE OF NEW YORK

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies.

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified.

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 30th day of September, 20 20

(Corporate seal)

SEAL 1910

By
Dina Daskalakis, Corporate Secretary

Attachment: C20-172 Maggiora Bros, Drilling Inc (8573 : 1st Modification Maggiora Bros

COUNTY OF COLUSA, CA 2.11

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **3rd Modification Specialized Utility Services Program Inc.**

Approve 3rd Modification with **Specialized Utility Services Program Inc.,** to provide the County with environmental and engineering consulting services on an "on-call basis, effective December 31, 2020.

Detailed Description/Background of request

On June 26, 2018 the County executed a contract with Specialized Utility Services Program, Inc. for "on-call" environmental and engineering consulting services. This contract has been primarily utilized for the County Service Area projects and is necessary because the Department of Public Works does not have a licensed engineer currently on staff.

The contract expired on December 31, 2020. The Contractor has continued to provide services under the terms and conditions of the expired agreement since that date. Therefore, the parties wish to do a 3rd modification to the contract to retroactively extend the termination date to September 30, 2022.

Prior Board Action

C18-114, C18-142 1st Modification, C20-064 2nd Modification

Fiscal Impact/Funding Source

The contract shall not exceed $100,000 per fiscal year. The funding source would be dependent upon the task order.

Action for the Clerk

Please obtain signatures and send to:
California Rural Water Association
1234 North Market Blvd.
Sacramento, CA 95834
Forward copy of fully executed contract to DPW with CBO

ATTACHMENTS:

- 3rd Mod Specialized Utility Services Program Inc (DOCX)
- C20-064 2 Mod Specialized Utility Program, Inc (PDF)

- C18-142 1st Mod. Specialized Utility Services Program, Inc., (PDF)
- C18-114 Specialized Utility Services Program, Inc (PDF)
- Brandley Engineers C20-049 Task Order 03 C20-228 (PDF)
- Brandley Engineers C20-049 Task Order 02 C20-158 (PDF)
- Brandley Engineers C20-049 Task Order 01 C20-157A (PDF)

C22-_____

Third Modification of Contract C18-114

This Third Modification of Contract C18-114 for environmental and engineering consulting services is between County of Colusa (County), a political subdivision of the State of California, and Specialized Utility Services Program, Inc. (Contractor), a California corporation and wholly-owned subsidiary of California Rural Water Association.

Background

On June 26, 2018, the parties executed contract C18-114 for Contractor to provide the County with environmental and engineering consulting services on an "on-call" basis. ("Contract").

On August 7, 2018, the parties executed the first modification to the contract (C18-142) to adjust the comprehensive general liability aggregate coverage limit.

On April 21, 2020, the parties executed the second modification to the contract (C20-064) extending the term of the contract.

The contract expired on December 31, 2020. Contractor has continued to provide services under the terms and conditions of the expired contract since that date.

The parties now want to modify the Contract to extend the term.

Modification

The parties agree to modify the Contract effective December 31, 2020 as follows:

1. Section 17, Term, of the Contract is modified to extend the termination through September 30, 2022.

COUNTY OF COLUSA

_____Date:_____
J. Merced Corona, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

SPECIALIZED UTILITY SERVICES PROGRAM, INC., REPRESENTATIVE

_____Date:_____
Signature

_____
Printed Name and Title

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

by _____
Ann Nordyke, Deputy

Attachment: 3rd Mod Specialized Utility Services Program Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

C20-064

Second Modification of Contract C18-114

This Second Modification of Contract C18-114 for environmental and engineering consulting services is between County of Colusa (County), a political subdivision of the State of California, and Specialized Utility Services Program, Inc. (Contractor), a California corporation and wholly-owned subsidiary of California Rural Water Association.

Background

A. On June 26, 2018, the parties executed contract C18-114 for Contractor to provide the County with environmental and engineering consulting services on an "on-call" basis. ("Contract").

B. On August 7, 2018, the parties executed contract C18-142 to adjust the comprehensive general liability aggregate coverage limit.

C. The Contract expired on December 31, 2019. Contractor has continued to provide services under the terms and conditions of the expired contract since that date.

The parties now want to retroactively modify the Contract to extend the term.

Modification

The parties agree to modify the Contract effective December 31, 2019 as follows:

1. Section 17, Term, of the Contract is modified to extend the termination date from December 31, 2019 to December 31, 2020.

COUNTY OF COLUSA

Date: 4/21/20

Denise J. Carter, Board Chair

SPECIALIZED UTILITY SERVICES PROGRAM, INC.

Date: 5-1-2020

Signature

Ann DeMoss Executive Director

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

by Melissa Kitts

Melissa Kitts, Deputy

Attachment: C20-064 2 Mod Specialized Utility Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc.)

C20-064

Second Modification of Contract C18-114

This Second Modification of Contract C18-114 for environmental and engineering consulting services is between County of Colusa (County), a political subdivision of the State of California, and Specialized Utility Services Program, Inc. (Contractor), a California corporation and wholly-owned subsidiary of California Rural Water Association.

Background

A. On June 26, 2018, the parties executed contract C18-114 for Contractor to provide the County with environmental and engineering consulting services on an "on-call" basis. ("Contract").

B. On August 7, 2018, the parties executed contract C18-142 to adjust the comprehensive general liability aggregate coverage limit.

C. The Contract expired on December 31, 2019. Contractor has continued to provide services under the terms and conditions of the expired contract since that date.

The parties now want to retroactively modify the Contract to extend the term.

Modification

The parties agree to modify the Contract effective December 31, 2019 as follows:

1. Section 17, Term, of the Contract is modified to extend the termination date from December 31, 2019 to December 31, 2020.

COUNTY OF COLUSA

Date: 4/21/20

Denise J. Carter, Board Chair

SPECIALIZED UTILITY SERVICES PROGRAM, INC.

Date: 5-1-2020

Signature

Dan DeMoss Executive Director

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

by Melissa Kitts

Melissa Kitts, Deputy

Attachment: C20-064 2 Mod Specialized Utility Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc.)

Service Program, Inc.

DPU 8/18/86

C18-142

First Modification of Contract C18-114

This First Modification of Contract C18-114 for environmental and engineering consulting services on an "on-call" basis is between the County of Colusa (County), a political subdivision of the State of California, and Specialized Utility Services Program, Inc., (Contractor), a California corporation and wholly-owned subsidiary of California Rural Water Association.

Background

On June 26, 2018, the parties entered into contract C18-114 for Contractor to provide the County with environmental and engineering consulting services on an "on-call" basis ("Contract").

The parties now want to modify the Contract by adjusting the comprehensive general liability aggregate coverage limit.

Modification

1. Section 9, Insurance, paragraph b, of the Contract is adjusted to decrease the comprehensive general liability aggregate coverage limit from $10,000,000 (TEN MILLION DOLLARS) to $6,000,000 (SIX MILLION DOLLARS).

COUNTY OF COLUSA

Gary J. Evans Date: 8/7/18

Gary J. Evans, Board Chair

SPECIALIZED UTILITY SERVICES PROGRAM, INC., REPRESENTATIVE

Signature Date: 8-21-18

Dan DeMoss Executive Director

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

by Patricia R

Patricia Rodriquez, Deputy

Attachment: C18-142 1st Mod. Specialized Utility Services Program, Inc., (8555 : 3rd Modification Specialized Utility Services Program Inc.)

SPECIALIZED UTILITY SERVICES PROGRAM, INC.
PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered the 26th day of June, 2018, by and between Specialized Utility Services Program, Inc., a California corporation and wholly-owned subsidiary of California Rural Water Association, with offices at 1234 North Market Boulevard, Sacramento, CA 95834, hereinafter referred to as "SUSP", and the County of Colusa, a political subdivision of the State of California, with its Public Works Department located at 1215 Market Street, Colusa, CA 95932, hereinafter referred to as "CLIENT."

The parties do hereby mutually agree as follows:

1. Engagement Services.

On the terms and conditions hereinafter set forth, CLIENT retains SUSP to generally perform environmental and engineering consulting services on an "On-Call" basis, related to County water utility operations for County Service Area 1 (CSA1) and County Service Area 2 (CSA2) (such services are referred to herein as the "Services" or "Engagement Services"). Services to be performed shall be mutually agreed upon and be described in individual specific scopes-of-work, hereinafter referred to as "Task Orders", and are to be performed within agreed-upon schedules as set forth in the "Task Orders" issued by the CLIENT's Assistant Public Works Director (a form of Task Order is set forth in Attachment 1 hereto). Each Task Order shall be construed as part of and consistent with all other terms and conditions of this agreement.

2. Compensation for Services performed.

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

An estimated budget for each Task Order shall be included in each Task Order form and agreed to by CLIENT and SUSP prior to the commencement of work under that particular Task Order. CLIENT shall pay SUSP for performance of the Services described in each Task Order based on the hourly rates as described in Attachment 2 hereto. The compensation to be paid to SUSP under a Task Order may exceed or be under the budget for that Task Order depending on the Services SUSP actually provides; provided that SUSP shall use its best efforts to stay within the established budget. CLIENT shall also reimburse SUSP for any expenses reasonably incurred in the performance of the services contemplated by this agreement on a cost-plus 10 percent basis. Total Compensation shall be calculated as the total number of hours of service times the applicable hourly rate for the service, plus the total reimbursable costs incurred during the applicable billing period. In no case shall the Total Compensation paid under this agreement to SUSP exceed $100,000 in any single fiscal year for CLIENT starting on July 1.

3. Invoices and Payment.

Invoices shall be submitted to CLIENT on a monthly basis. CLIENT shall pay all undisputed invoice amounts within 60 days following the receipt of an invoice. Payments shall be remitted to: California Rural Water Association, 1234 North Market Blvd., Sacramento, CA 95834, Attn: Dustin Hardwick.

4. Representations and Acknowledgments. Each party represents to the other that:

a. The execution, delivery, and performance of this Agreement is duly authorized by all necessary actions on the part of each obligated party and the agreement is binding on any such obligated party;

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

b. The execution, delivery, and performance of the duties under this Agreement by any such obligated party shall not, as of the date this Agreement is entered, violate any provision of law, nor will it conflict with or result in a breach of any of the terms or conditions of, or constitute a default under any indenture, mortgage, agreement, or other instrument to which the obligated party is also obligated, where such conflict, breach, or default would have a materially adverse effect on the business operations or financial condition of such party or on its ability to perform its obligations under this Agreement;

c. To the best of each party's knowledge, as of the date this Agreement is entered, there are no actions, suits, or proceedings pending against or involving such party, and to the best of its knowledge, there are no actions, suits, or proceedings threatened against such party, which might have a materially adverse impact on the business operations or financial conditions of such party or on its ability to perform its obligations under this agreement; and

d. The evaluation, management, and other actions involving toxic or hazardous substances which may be undertaken as part of the services to be performed by SUSP, including subsurface excavation or sampling, entail uncertainty and risk of injury that cannot be avoided even by compliance with generally accepted engineering practices.

5. CLIENT'S Obligations.

a. CLIENT shall grant or cause to be granted to SUSP access to all locations as necessary for performance of the Services under this Agreement;

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

b. CLIENT shall furnish or cause to be furnished to SUSP all documents and information known to CLIENT that reasonably relate to the Services. CLIENT Specifically represents to SUSP that such information is accurate to the best of the CLIENT's knowledge;

c. Unless noted otherwise, CLIENT shall pay, or reimburse SUSP the cost of all necessary approvals, permits, licenses, easements, and consents necessary for performance of the Services.

d. CLIENT shall have sole ownership and responsibility for all hazardous or toxic substances found or identified at any location at which SUSP performs services under this Agreement. CLIENT shall have the sole responsibility for the generation, treatment, temporary storage, transport, and disposal of all hazardous or toxic substances found or identified at any location at which SUSP performs services under this Agreement.

6. SUSP's Obligations.

a. SUSP shall perform the Engagement Services with the standard of care, skill, and diligence normally provided by a professional person or firm in the performance of services similar to the Engagement Services at the same time, under similar conditions, and in the same or a similar locality. This commitment is in lieu of all other warranties either expressed or implied.

b. SUSP shall advise CLIENT about the status of the Engagement Services, and will make reasonable efforts to coordinate its activities with CLIENT, the property owner, and any government agency having regulatory oversight over the underlying activities.

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

c. SUSP shall accommodate other CLIENT activities at the site. SUSP shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.

7. Confidentiality.

a. Subject to subdivision (d), below, each party shall keep confidential all business and technical information identified as "Confidential" and obtained from the other party in connection with the performance of the Engagement Services. Any such information shall be labeled "Confidential" and shall be retained in a separate part of the materials comprising this agreement. Neither party shall disclose such information without the other party's consent except to the extent required by (1) the performance of the Engagement Services; (2) compliance with the professional conduct standards for preservation of the public safety, health, or welfare; or (3) compliance with any court order or other governmental directive, including requests from government agency having regulatory oversight over the underlying activities. In the event that there is a request for materials that are identified as "Confidential", the party receiving such request shall promptly notify the party claiming confidentiality, so that the party claiming confidentiality may take appropriate action to protect the claimed confidentiality. The party receiving the request shall not be obligated to take any action protect the claimed confidentiality, other than notifying the party claiming the confidentiality.

b. Notwithstanding the immediately preceding paragraph, with CLIENT's consent, SUSP may include CLIENT's name and a general description of the Engagement Services to be provided, including narrative and photographic

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

representations of the Engagement Services, in general informational presentations made by SUSP for the promotion of its expertise and experience.

c. The obligations created by this Paragraph 7 shall survive the termination or expiration of this agreement.

d. The obligations and provision in this Paragraph 7 shall not apply to any records or information subject to disclosure by CLIENT under the California Public Records Act, the California Constitution or records provided to CLIENT's Board of Supervisors.

8. Ownership of Documents.

All reports, drawings, specifications, and other work products produced under this agreement, and any materials or documents purchased by SUSP, the cost of which is charged to this Agreement, shall become the property of the CLIENT. The obligations created by this Paragraph 8 shall survive the termination or expiration of this agreement.

9. Insurance.

SUSP now carries and will continue to carry during the term of this agreement the following insurance types and minimum coverages:

a. Worker's compensation and Occupational Disease Insurance to comply with the laws of the State of California.

b. Comprehensive General Liability Insurance covering activities performed under this agreement, including coverage of liability assumed in this Agreement, with minimum limits of $3,000,000 (THREE MILLION DOLLARS) for bodily injury for each

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

occurrence and $3,000,000 (THREE MILLION DOLLARS) for property damage for each occurrence, and $10,000,000 (TEN MILLION DOLLARS) aggregate for such coverages.

c. Automobile Liability Insurance covering all non-owned and hired motor vehicles used in connection with the Engagement Services with $2,000,000 (TWO MILLION DOLLARS) combined single limit for bodily injury and property damage liability.

d. Professional Errors & Omissions/Pollution Liability Insurance with minimum limits of $2,000,000 (TWO MILLION DOLLARS) for each claim and $2,000,000 (TWO MILLION DOLLARS) aggregate.

e. CLIENT shall be named as an additional insured on all of the insurance policies required by this Article 9. At CLIENT's request, SUSP shall furnish CLIENT certificates evidencing the required coverages and identifying CLIENT as an additional insured.

10. Indemnification.

a. Except as otherwise provided in this Article, SUSP shall defend, indemnify, and hold harmless CLIENT from and against any and all claims, demands, losses, penalties, fines and causes of action (including reasonable attorney fees and court costs) caused by SUSP in connection with its provision of the Services; provided, however, that SUSP's indemnification obligation hereunder shall not apply to the extent of any negligence or intentional misconduct by CLIENT.

b. CLIENT shall defend, indemnify and hold harmless SUSP from and against any and all claims, demands, losses, penalties, fines, and causes of action (including reasonable attorney fees and court costs) caused by CLIENT in connection

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

with this Agreement; provided, however, that CLIENT's indemnification obligation hereunder shall not apply to the extent of any negligence or intentional misconduct by SUSP.

c. Each Party shall hold harmless the other Party from and against any and all liability, costs, expenses, damages, claims, suits, or demands for which the Party is solely or may become solely liable on account of bodily injury, disease, or death suffered by any employee of the other Party in connection with the performance of the Engagement Services under this Agreement.

d. CLIENT acknowledges that SUSP has not created, generated, or contributed to the generation or existence of any hazardous or toxic material, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the release thereof, or the release thereof or the violation of any law or regulation relating thereto, prior the date on which the performance services is commenced hereunder (collectively referred to as "Preexisting Conditions"). Accordingly, except to the extent covered by the "Scope of Work" herein, or where the injury is solely caused by a failure of SUSP's obligations under Article 6 of this Agreement, CLIENT shall defend (with counsel approved by SUSP) protect, indemnify, and hold harmless SUSP and its employees against all claims, demands, losses, penalties, fines, and causes of action of every kind and character, whether based on contract, tort (including negligence), statute, or regulation (including reasonable attorneys and court costs) arising from or relating to any such preexisting conditions. SUSP shall have the right, at its sole expense, to join in the defense of any action in which it is made a defendant.

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

e. The obligations created under this Article 10 shall survive the termination or expiration of this Agreement,

11. Limitation of Liability.

a. Neither party hereto, nor any of its affiliates, subcontractors, or vendors at any tier, shall be liable to the other party or its affiliates, subcontractors, or vendors for any loss of profit, loss of product, loss of use, or for any other indirect, consequential, or special damages, even if the claimed injury is caused by the sole or concurrent negligence of such party and even if advised of the possibility thereof.

b. All claims against SUSP shall be deemed waived unless made by CLIENT in writing and received by SUSP within eighteen (18) months after SUSP has completed that portion of the Engagement Services with respect to which the claim is made.

c. There are no third-party beneficiaries of this Agreement and no third party may rely upon obligations or representations herein or on the findings of any report produced hereunder.

d. The obligations created under this Article shall survive the termination or expiration of this Agreement.

12. Changes in Performance.

a. CLIENT may at any time, by written order, make changes within the general scope of the Engagement Services contemplated by this Agreement and the Task Orders issued hereunder, in any one of the following areas:

(1) Specific services to be performed;

(2) Specific deliverables;

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

(3) Schedule for completion and delivery of product.

b. If any changes requested pursuant to paragraph a. of this Article 12, or otherwise pursuant to any other provision of this Agreement, results in an increase or decrease in the costs of providing those services or in the time required to perform those services, an equitable adjustment shall be made in the (1) Price; (2) Schedule; and, (3) in such other provisions of his agreement as may be appropriate, and this Agreement shall be modified in writing accordingly.

c. It is further understood that field conditions may dictate changes in the Services to be performed, and those services may be required to be performed by written change order from CLIENT prior to an agreement on price, schedule or other relevant provisions of this Agreement. Reimbursement for such activities shall be on a time and materials basis in accordance with the hourly rates and cost-plus provisions included in Attachment 2, and extensions to the Schedule shall be based on the actual delays and ramifications caused by said changes infield conditions.

13. Independent Contractor.

The Services shall be performed by SUSP under the sole supervision, management, and control of SUSP. CLIENT shall look to SUSP for results only, and shall have no right at any time to direct or supervise SUSP or SUSP's agents or employees in the performance of the Engagement Services or as to the manner, means, or methods by which the Engagement Services are performed.

14. Professional Ability and Standards of Performance.

SUSP represents that it is qualified and licensed to perform the services provided to CLIENT under this agreement. CLIENT relies upon the representations of

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

SUSP regarding its professional training, licensing, and ability to perform the services as a material inducement to enter into this agreement.

15. SUSP's Books and Records.

SUSP shall maintain and keep all ledgers, books of account, invoices, vouchers, canceled checks, and any other records or documents evidencing or relating to services provided to CLIENT, including charges for services, expenditures, costs, or disbursements, charged to CLIENT (collectively "Project Records"). SUSP shall keep and maintain the Project Records for a minimum of 5 years or for any longer period required by law, from the date of final payment to SUSP by CLIENT under this agreement. Project Records shall be made available for inspection, copying, or audit, by CLIENT, at any reasonable time, with at least three (3) days' notice, upon written request by County Counsel or other designated representative of CLIENT.

16. Force Majeure.

It is agreed that in the event SUSP is rendered unable wholly or in part by force majeure to carry out its obligations hereunder, the obligation of SUSP shall be suspended during the pendency of any inability, and such inability shall as far as possible be remedied with all reasonable dispatch. The term "force majeure" as used herein shall mean strikes, lockouts or other industrial and labor disturbances, acts of public enemies, wars, insurrections, civil disturbances, explosions, earthquakes, fires, severe storms, floods, or orders, restraints, or prohibitions by any regulatory agency, board, department, commission, or court having jurisdiction over SUSP, or any other cause not within SUSP's control.

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

17. Term

This agreement will automatically terminate on December 31, 2019, unless extended by written amendment in accordance with Paragraph 28, below.

18. Termination for Default.

If either party:

(a) Breaches any material obligation under this Agreement;

(b) Becomes insolvent or otherwise unable to meet its financial obligations;

or,

(c) Is adjudicated as bankrupt, or has an involuntary petition in bankruptcy filed against it that is not dismissed within ninety (90) days; the other party may terminate this Agreement without any further liability upon at least fourteen (14) days' written notice and the cause of the termination is not cured within that fourteen (14) day period, or if the cause of the termination is not reasonably able to be cured within that fourteen (14) day period, the breaching Party has not commenced that cure or is not reasonably pursuing that cure. If this Agreement is terminated pursuant to the provisions of this paragraph, CLIENT shall be obligated to pay for those services performed and goods received as of the date of the termination.

19. Termination for Convenience.

Either party may terminate this Agreement for its own convenience by providing the other party thirty (30) day prior written notice. Should CLIENT terminate this Agreement pursuant to the terms of this paragraph, CLIENT shall be obligated to pay for those services performed and goods received as of the date of

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

the termination, along with SUSP's reasonable, actual costs of settling outstanding commitments, including the cost of terminating any subcontracts, for well drilling services required under this Agreement; provided that SUSP shall not be entitled to recover more than $50,000 (FIFTY THOUSAND DOLLARS) for such costs. SUSP shall use commercially reasonable efforts to ensure that any such contract for well drilling services is assignable to CLIENT in the event of the termination of this Agreement.

20. Certain Litigation Expenses.

In the event that CLIENT is involved in litigation concerning the subject matter of the Services that does not arise from SUSP's performance of the Services and to which SUSP is not a party, the Parties shall meet and confer in good faith with respect to SUSP's assistance to CLIENT in that litigation and any compensation to be paid to SUSP for its assistance and related efforts.

21. Waiver.

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing by the party to be bound.

22. Severability.

If any provision or portion of this Agreement is finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and shall be binding on the parties hereto.

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

23. Notice.

Any notice to be given under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, or sent by overnight courier service, the receipt of which is confirmed by telephone, or mailed by certified mail, return receipt requested and postage prepaid, to the address specified on page 1 of this Agreement.

24. Assignment and Subcontracting.

The parties recognize that a substantial inducement to CLIENT for entering into this Agreement is the professional reputation, experience, and competence of SUSP. Assignments of any or all rights, duties or obligations of SUSP under this Agreement will be permitted only with the express consent of CLIENT. SUSP shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of CLIENT. If CLIENT consents to such subcontract, SUSP shall be fully responsible to CLIENT for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between CLIENT and subcontractor nor shall it create any obligation on the part of CLIENT to pay any monies due to any such subcontractor unless otherwise required by law.

25. Governing Law and Venue

This Agreement shall be governed by and in accordance with the laws of the State of California and the parties agree to submit exclusively to the jurisdiction of the Superior Court of California for the County of Colusa.

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

26. Entire Agreement.

This Agreement is the entire understanding and agreement between the parties and supersedes any previous communications, representations, or agreements by either party, whether oral or written. This Agreement may be changed only by a written instrument signed by both parties.

27. Execution.

This agreement may be executed in several counterparts, each of which shall be one and the same instrument binding upon the parties. This Agreement may be executed by electronic signatures or signatures transmitted by facsimile and any such electronic or faxed signature shall have the same effect as an original "wet" signature.

28. Amendments.

This agreement may only be modified or amended by a written document executed by both SUSP and CLIENT.

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

COLUSA COUNTY

REPRESENTATIVE

Signature: _____

Print Name: Gary J. Evans

Title: Chairman

Date: 6/26/18

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM

_____

SPECIALIZED UTILITY SERVICES PROGRAM, INC. REPRESENTATIVE

Signature: _____

Print Name: Dan DeMoss

Title: Executive Director

Date: 7-6-18

Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
UTILITY RESOURCE INSURANCE SERVICES
1234 NORTH MARKET BOULEVARD
SACRAMENTO CA 95834

CONTACT NAME: DUSTIN HARDWICK
PHONE A/C, No, Ext): 916.283.8550 FAX A/C, No): 916.553.4904
E-MAIL ADDRESS: dhardwick@urisinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Alternative Insurance	19720
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
California Rural Water Association (SUSP)
1234 North Market Blvd
Sacramento CA 95834

COVERAGES **CERTIFICATE NUMBER:** URIS0002 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PROJECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		GPP201801 1005784	05/01/2018	05/01/2019	✓ WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
County of Colusa
C/O Wendy Tyler - Risk Manager
250 5th Street
Colusa CA 95932

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Managing Agent Dustin Hardwick

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Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Apex Insurance Agency, LLC 201 Concourse Blvd, Suite 260 Glen Allen VA 23059	CONTACT NAME:	Louis A. Franceschini
		PHONE (A/C, No, Ext):	804-418-7190
		FAX (A/C, No):	
		E-MAIL ADDRESS:	franceschini@apexinsurance.com
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	California Rural Water Association (CRWA) 1234 North Market Boulevard Sacramento CA 95834	INSURER A :	American Alternative Ins Corp 19720
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X POL- Management Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		GPPAPF 6054703-07	07/01/18	07/01/19	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			GPPAPF 6054703-07	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			GPPAPF 6054703-07	07/01/2018	07/01/2019	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Specialized Utility Service Program, Inc. agreement with County of Colusa

It is agreed that the policy issued to the named insured includes Blanket Additional Insured. County of Colusa is named as an Additional Insured on the above policy subject to the terms of the policy.

Policy is issued on a Primary and non-contributory basis.

Cancellation prior notice of 30 days in affect.

Waiver of Subrogation included.

CERTIFICATE HOLDER

County of Colusa
C/O Wendy Tyler - Risk manager
250 5th Street
Colusa, CA 95932"

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Louis A. Franceschini

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Attachment: C18-114 Specialized Utility Services Program, Inc (8555 : 3rd Modification Specialized Utility Services Program Inc,)

COUNTY OF COLUSA

TASK ORDER NO. 3
TO
MASTER AIRPORT CONSULTING SERVICES CONTRACT

ON-CALL AIRPORT ENGINEERING CONSULTING SERVICES

THIS Task Order No. 3 is made and entered into by and between the COUNTY OF COLUSA, a municipal corporation (hereinafter "COUNTY"), and Reinard W. Brandley, Consulting Airport Engineer (hereinafter "CONSULTANT").

RECITALS

A. CONSULTANT's services are needed for On-Call Engineering Consulting for miscellaneous tasks anticipated for the Colusa County Airport.

B. COUNTY and CONSULTANT, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order No. 3.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. INCORPORATION OF MASTER AIRPORT CONSULTING SERVICES CONTRACT dated March 24, 2020. This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Airport Consulting Services Contract for this project, unless specifically modified by this Task Order.

2. SCOPE OF SERVICES. CONSULTANT shall perform the services described in Attachment "A" attached hereto and incorporated herein by reference.

3. TIME OF PERFORMANCE. CONSULTANT shall commence performance, and shall complete all required services in the time agreed to between COUNTY and CONSULTANT for each task.

4. COMPENSATION. For services performed by CONSULTANT in accordance with this Task Order, COUNTY shall pay CONSULTANT, a Not to Exceed amount of $25,000 as set forth in Attachment "A".

5. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONSULTANT and the COUNTY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. ATTACHMENTS. All attachments referred to are incorporated and made part of the Task Order. Attachments include:

   Attachment "A" – Scope of Work
   Attachment "B" – Standard Billing Rates

Attachment: Brandley Engineers C20-049 Task Order 03 C20-228 (8555 : 3rd Modification Specialized Utility Services Program Inc.)

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

COUNTY OF COLUSA

Date: 12/15/20

Denise J. Carter, Board Chair

CONSULTANT

Melissa S. Brandley Date: 10-19-2020

Melissa Brandley, P.E.
Project Manager/Project Engineer

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board Of Supervisors

By Melissa Kitts

Melissa Kitts, Deputy

Attachment: Brandley Engineers C20-049 Task Order 03 C20-228 (8555 : 3rd Modification Specialized Utility Services Program Inc,)

EXHIBIT A

TASK ORDER NO. 3
TO
MASTER AIRPORT CONSULTING SERVICES CONTRACT

ON-CALL AIRPORT ENGINEERING CONSULTING SERVICES
COLUSA COUNTY AIRPORT
AIP NO. 3-06-0048-018-2020

SCOPE OF WORK

The engineering services included in Task Order No. 3 consist of on-call engineering for miscellaneous work anticipated for the Colusa County Airport.

The types of services anticipated are:

- General Engineering & Consulting Services
- Preparation of annual Airport Capital Improvement Plan (ACIP)
- Preparation of Applications for Federal Assistance for funding of specific projects
- Preparation of Categorical Exclusions (Cat Ex) and other environmental documents for specific projects
- Engineering review of private improvements at the Colusa County Airport
- Special project consultation as needed by County.

The total proposed amount for on-call engineering services will be at hourly rates for a not to exceed fee of $25,000.

Attachment: Brandley Engineers C20-049 Task Order 03 C20-228 (8555 : 3rd Modification Specialized Utility Services Program Inc,)

Attachment: Brandley Engineers C20-049 Task Order 03 C20-228 (8555 : 3rd Modification Specialized Utility Services Program Inc,)

TABLE NO. 1

REINARD W. BRANDLEY
CONSULTING AIRPORT ENGINEER

STANDARD BILLING RATES

Description	Rate
Principal Engineer	$300/Hour
Project Manager/Senior Engineer	$180/Hour
Junior Engineer	$110/Hour
Senior Drafter	$110/Hour
Project Administrator	$100/Hour
Clerical	$75/Hour
Per Diem	$200/Day
Mileage	$0.58/Mile
Vehicle Rental	$40/Day

COUNTY OF COLUSA

TASK ORDER NO. 2
TO
MASTER AIRPORT CONSULTING SERVICES CONTRACT

PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)
COLUSA COUNTY AIRPORT
AIP NO. 3-06-0048-019-2020

THIS Task Order No. 2 is made and entered into by and between the COUNTY OF COLUSA, a municipal corporation (hereinafter "COUNTY"), and Reinard W. Brandley, Consulting Airport Engineer (hereinafter "CONSULTANT").

RECITALS

A. CONSULTANT's services are needed for Engineering Services for the preparation of a Pavement Maintenance Management Plan (PMMP) for existing pavements currently used at the Colusa County Airport.

B. COUNTY and CONSULTANT, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order No. 2.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. INCORPORATION OF MASTER AIRPORT CONSULTING SERVICES CONTRACT dated March 24, 2020. This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Airport Consulting Services Contract for this project, unless specifically modified by this Task Order.

2. SCOPE OF SERVICES. CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

3. TIME OF PERFORMANCE. CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A".

4. COMPENSATION. For services performed by CONSULTANT in accordance with this Task Order, COUNTY shall pay CONSULTANT, a Not to Exceed fee of $95,000 as set forth in Exhibits "A" and "B".

5. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONSULTANT and the COUNTY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. ATTACHMENTS. All attachments referred to are incorporated and made part of the Task Order. Attachments include:

   Attachment "A" – Scope of Work
   Attachment "B" – Breakdown of Engineering Fees

Attachment: Brandley Engineers C20-049 Task Order 02 C20-158 (8555 : 3rd

C20-158

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

COUNTY OF COLUSA

Date: 9/1/20

Denise J. Carter, Board Chair

CONSULTANT

Date: 8/27/20

Reinard W. Brandley
Consulting Airport Engineer

APPROVED AS TO FORM

For Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board Of Supervisors

By

Melissa Kitts, Deputy

Attachment: Brandley Engineers C20-049 Task Order 02 C20-158 (8555 : 3rd Modification Specialized Utility Services Program Inc.)

C20-158

EXHIBIT A

TASK ORDER NO. 2
TO
MASTER AIRPORT CONSULTING SERVICES CONTRACT

PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)
COLUSA COUNTY AIRPORT
AIP NO. 3-06-0048-019-2020

SCOPE OF WORK

Phase 1 - Pavement Structure Determination – The existing available as-built plans will be evaluated to determine the existing pavement sections. The Airport has limited geotechnical data available for use to develop this PMMP. In order to determine the existing strength of each pavement layer and the remaining life of each pavement section, detailed information about each pavement section on the airport must be determined prior to evaluating the non-destructive test data. A series of geotechnical borings and cores will be performed to determine the thickness of each layer of every pavement section and the subsoil on the airfield. The results will be summarized for future design projects and utilized with the non-destructive testing (NDT) performed in this project to supplement the pavement condition index data as recommended in Advisory Circular 150/5380-7B Item 2.2.1.2 and Advisory Circular 150/5320-6F Appendix C.

The total proposed fee for this work will be at hourly rates for a not to exceed fee of $25,500.

Phase 2 - Surface Condition Surveys – Pavements show distress and/or failure due to weathering, other environmental effects, age, traffic, and lack of maintenance. These distresses generally show up in the form of cracking, shoving, spalling, rutting, or other surface defects. A detailed visual inspection will be made of all pavements. The scope of investigation will be performed as set forth in ASTM D5340, Airport Pavement Condition Index Surveys. Once these surveys are complete, Pavement Condition Indexes will be assigned to each section of pavement.

The total proposed fee for the surface condition surveys will be at hourly rates for a not to exceed fee of $3,900.

Phase 3 – Falling Weight Deflectometer Testing – Deep-seated distress is a result of traffic passing over the pavement section and is a function of the type traffic (impact or static), the load on the tire, and the number of coverages. Deep-seated distress ultimately leads to total failure of the section including critical subgrades or subsoils. These failures are generally exhibited as rutting and map cracking within the ruts for flexible pavements and slab shattering, cracking, or deflections in rigid pavements. The failure is generally a fatigue-type failure and is a function of the type load and number of coverages. The Brandley Fatigue Analysis methodology and the FAA FAARFIELD methodology will be utilized to predict time of failure under loading. Non-destructive testing will be conducted to obtain the necessary basic data to evaluate these pavements. On areas where deep-seated distress analysis is required, all pavements are tested with the falling weight deflectometer with the spacing of the tests being 100 to 200 feet.

The total proposed fee for this testing will be at hourly rates for a not to exceed fee of $11,300.

Attachment: Brandley Engineers C20-049 Task Order 02 C20-158 (8555 : 3rd Modification Specialized Utility Services Program Inc.)

Phase 4 – Engineering Analysis and Report including Rehabilitation Costs - Based on the surface distress surveys and the deep-seated distress analysis, forecast pavement life is evaluated, time and type of strengthening or rehabilitation or reconstruction of each section is ascertained, different types of strengthening, overlaying, or reconstruction are analyzed and cost benefit analyses are conducted. Recommended procedures for rehabilitation are then made for each section, including the time and type of repair and rehabilitation required. Once this is completed, then analyses are conducted to determine the most cost-effective rehabilitation and the time that this rehabilitation work should be performed. The evaluations conducted will not only provide recommendations for strengthening and rehabilitating pavement sections but will also provide recommendations for maintenance work required to extend the life of the pavements and improve riding and operating conditions for the pavements.

After the analysis and recommendations have been prepared for maintenance and rehabilitation, then preliminary cost analyses will be conducted to determine the estimated cost of the recommended maintenance and rehabilitation as well as the time at which each recommended work is accomplished. These data can be used to establish maintenance and rehabilitation budgets for the airport.

The total proposed fee for this analysis and report will be at hourly rates for a not to exceed fee of $54,300.

Total Costs of Items Phases 1, 2, 3, and 4 = $95,000

The total contract amount for this work will not exceed $95,000 without prior approval of the County. The Standard Schedule of Hourly Rates is included as Table No. 1.

Attachment: Brandley Engineers C20-049 Task Order 02 C20-158 (8555 : 3rd Modification Specialized Utility Services Program Inc.)

Table No. 1

STANDARD SCHEDULE OF HOURLY RATES

REINARD W. BRANDLEY * CONSULTING AIRPORT ENGINEER

Personnel

Reinard W. Brandley	$300.00/Hour
Senior Engineer/Resident Engineer	$180.00/Hour
Junior Engineer	$110.00/Hour
Senior Drafter/Senior Inspector	$110.00/Hour
Junior Drafter/Junior Inspector	$85.00/Hour
Testing Technician	$85.00/Hour
Project Administrator	$100.00/Hour
Clerical	$75.00/Hour

Travel and Vehicle Rental

Per Diem	$200/Day
Vehicle Rental	$40.00/Day + $0.58/Mile

Laboratory Tests

Testing Laboratory Services by Outside Laboratory	Cost + 10%

Falling Weight Deflectometer Testing

HWD Mobilization	$237/Hour
HWD Testing	$2,864/Day
HWD Equipment Set Up	$110/Each
HWD Per Diem	$227/Day
HWD Project Management	$232/Hour
HWD Photos – Lump Sum	$500

Geotechnical

Test Holes	$575/Each
Pavement Section Cores	$320/Each
Laboratory Testing – Gradations	$150/Each
Laboratory Testing – Atterberg Limits	$150/Each

Attachment: Brandley Engineers C20-049 Task Order 02 C20-158 (8555 : 3rd Modification Specialized Utility Services Program Inc,)

EXHIBIT B

COLUSA COUNTY AIRPORT
COLUSA COUNTY, CALIFORNIA

2020 AIRPORT IMPROVEMENT PROGRAM

PAVEMENT MAINTENANCE MANAGEMENT PLAN (PMMP)

BREAKDOWN OF ENGINEERING FEES

Staff	Total Hours	Rate	Total
Pavement Structure Determination			
Geotechnical Test Holes	16 Test Holes	$ 575	$ 9,200.00
Pavement Section Cores	10 Cores	320	3,200.00
Principal Engineer- R.W. Brandley	10.0	300	3,000.00
Senior Engineer	36.0	180	6,480.00
Senior Drafter	16.0	110	1,760.00
Laboratory Testing - Gradations	6 Each	150	900.00
Laboratory Testing - Atterberg Limits	3 Each	150	450.00
Per Diem	2 Days	200	400.00
Mileage	130 miles	0.58	75.40
Total Pavement Structure Determination			$ 25,465.40
Falling Weight Deflectometer Testing			
Mobilization (From Ventura, CA)	18.0	$ 237	$ 4,266.00
HWD Testing	1 Day	2,864	2,864.00
HWD Equipment Set Up	1.0	110	110.00
HWD Per Diem	2 Days	227	454.00
HWD Photos - Lump Sum			500.00
HWD Project Management	4.0	232	928.00
Senior Engineer	12.0	180	2,160.00
Total Falling Weight Deflectometer			$ 11,282.00
Pavement Condition Index (PCI)			
Surface Condition Survey	8.0	$ 180.00	$ 1,440.00
Evaluation of Data	12.0	180.00	2,160.00
Per Diem	1 Days	200.00	200.00
Mileage	130 miles	0.58	75.40
Total PCI			$ 3,875.40
Engineering Analysis and Report			
Principal Engineer	40.0	$ 300.00	$ 12,000.00
Senior Engineer	160.0	180.00	28,800.00
Junior Engineer	100.0	110.00	11,000.00
Project Administrator	18.0	100.00	1,800.00
Clerical	10.0	75.00	750.00
Total Engineering & Report			$ 54,350.00
TOTALS			***$ 94,972.80***
TOTALS - Use			***$ 95,000.00***

Attachment: Brandley Engineers C20-049 Task Order 02 C20-158 (8555 : 3rd Modification Specialized Utility Services Program Inc.)

Attachment: Brandley Engineers C20-049 Task Order 02 C20-158 (8555 : 3rd Modification Specialized Utility Services Program Inc,)

COUNTY OF COLUSA

TASK ORDER NO. 1
TO
MASTER AIRPORT CONSULTING SERVICES CONTRACT

CRACK SEAL RUNWAY 13-31
COLUSA COUNTY AIRPORT
AIP NO. 3-06-0048-018-2020

THIS Task Order No. 1 is made and entered into by and between the COUNTY OF COLUSA, a municipal corporation (hereinafter "COUNTY"), and Reinard W. Brandley, Consulting Airport Engineer (hereinafter "CONSULTANT").

RECITALS

A. CONSULTANT's services are needed for Engineering Design Services for the crack seal of Runway 13-31 project at the Colusa County Airport.

B. COUNTY and CONSULTANT, after negotiation, have reached an agreement for the performance of services in accordance with the terms set forth in this Task Order No. 1.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. INCORPORATION OF MASTER AIRPORT CONSULTING SERVICES CONTRACT dated March 24, 2020. This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Airport Consulting Services Contract for this project, unless specifically modified by this Task Order.

2. SCOPE OF SERVICES. CONSULTANT shall perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

3. TIME OF PERFORMANCE. CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A".

4. COMPENSATION. For services performed by CONSULTANT in accordance with this Task Order, COUNTY shall pay CONSULTANT, a Not to Exceed amount of $48,000 as set forth in Exhibits "A" and "B".

5. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the CONSULTANT and the COUNTY. This Task Order shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. ATTACHMENTS. All attachments referred to are incorporated and made part of the Task Order. Attachments include:

   Attachment "A" – Scope of Work
   Attachment "B" – Breakdown of Engineering Fees

Attachment: Brandley Engineers C20-049 Task Order 01 C20-157A (8555 : 3rd

C20-157A

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

COUNTY OF COLUSA

Date: 9/1/20

Denise J. Carter, Board Chair

CONSULTANT

Date: 8/29/20

Reinard W. Brandley
Consulting Airport Engineer

APPROVED AS TO FORM

For Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board Of Supervisors

By Melissa Kitts, Deputy

Attachment: Brandley Engineers C20-049 Task Order 01 C20-157A (8555 : 3rd Modification Specialized Utility Services Program Inc.)

EXHIBIT A

TASK ORDER NO. 1
TO
MASTER AIRPORT CONSULTING SERVICES CONTRACT

CRACK SEAL RUNWAY 13-31
COLUSA COUNTY AIRPORT
AIP NO. 3-06-0048-018-2020

SCOPE OF WORK

The engineering design services included in Task Order No. 1 include design, preparation of plans and specifications, and services necessary through the bidding process of the Crack Seal of Runway 13-31 project at the Colusa County Airport. Engineering required during construction or close out of the construction phase are not included in this Task Order No. 1.

This project will be performed in four phases, as follows:

Phase 1 – Project Scoping – Meeting with staff and the County to determine the required scope of the project.

The total proposed fee for this work will be at hourly rates for a not to exceed fee of $3,900.

Phase 2 – Crack Surveys – A crack survey consisting of an aerial mapping survey (drone) along with a visual survey will be conducted for the purpose of accurately plotting the cracks that require sealing on the plans.

The total proposed fee for the crack surveys will be at hourly rates for a not to exceed fee of $7,100.

Phase 3 – Engineering Design and Preparation of Plans, Specifications, and Reports - The engineering design will include the following:

A. Engineering design and preparation of plans and specifications, Engineer's Report including Engineer's Estimate, and Construction Management Plan.

B. Create airspace case in OE/AAA – Construction Safety and Phasing Plan.

The total proposed fee for engineering design will be at hourly rates for a not to exceed fee of $25,000.

Phases 1, 2, and 3 will be completed within sixty calendar days after receipt of notice to proceed.

Attachment: Brandley Engineers C20-049 Task Order 01 C20-157A (8555 : 3rd Modification Specialized Utility Services Program Inc.)

Phase 4 – Engineering During Bidding and Award – The services provided during bidding and award of the contract will include:

1. Assist County in printing and distributing final plans and specifications to prospective contractors.
2. Participate in a pre-bid meeting for all prospective contractors.
3. Respond to any questions and comments from prospective contractors.
4. Preparation of required addenda.
5. Assist County in awarding contract including preparation of Abstract of Bids and evaluation of bids.

The total proposed fee for Engineering During Bidding and Award will be at hourly rates for a not to exceed fee of $12,000.

Total Costs of Items Phases 1, 2, 3, and 4 = $48,000

The total contract amount for this work will not exceed $48,000 without prior approval of the County. The Standard Schedule of Hourly Rates is included as Table No. 1.

Table 1

STANDARD SCHEDULE OF HOURLY RATES

REINARD W. BRANDLEY * CONSULTING AIRPORT ENGINEER

Personnel

Reinard W. Brandley	$300.00/Hour
Senior Engineer/Resident Engineer	$180.00/Hour
Junior Engineer	$110.00/Hour
Senior Drafter/Senior Inspector	$110.00/Hour
Junior Drafter/Junior Inspector	$85.00/Hour
Testing Technician	$85.00/Hour
Project Administrator	$100.00/Hour
Clerical	$75.00/Hour

Travel and Vehicle Rental

Per Diem	$200/Day
Vehicle Rental	$40.00/Day + $0.58/Mile

Laboratory Tests

Testing Laboratory Services by Outside Laboratory	Cost + 10%

Attachment: Brandley Engineers C20-049 Task Order 01 C20-157A (8555 : 3rd Modification Specialized Utility Services Program Inc.)

EXHIBIT B

COLUSA COUNTY AIRPORT
COLUSA COUNTY, CALIFORNIA

2020 AIRPORT IMPROVEMENT PROGRAM

CRACK SEAL RUNWAY 13-31 - DESIGN

BREAKDOWN OF ENGINEERING FEES

Staff	Hours	Rate	Total
Project Scoping			
Principal Engineer	8.0	$ 300.00	$ 2,400.00
Project Manager	8.0	180.00	1,440.00
Mileage	130.0	0.58	75.40
Total Project Scoping			$ 3,915.40
Crack Surveys			
Drone Set Up:			
Project Manager	10.0	180.00	$ 1,800.00
GPS Survey Equipment Rental	-	-	350.00
Mileage	130.0	0.58	75.40
Drone Survey:			
Drone	6.0	200.00	1,200.00
Project Manager	10.0	180.00	1,800.00
Mileage	260.0	0.58	150.80
Visual Survey of Cracks	10.0	180.00	1,800.00
Total Crack Surveys			$ 7,176.20
Engineering Design: Engineering Services up through Preparation of Plans, Specifications, and Reports			
Principal Engineer	15.0	$ 300.00	$ 4,500.00
Project Manager	40.0	180.00	7,200.00
Junior Engineer	60.0	110.00	6,600.00
Senior Drafter	15.0	110.00	1,650.00
Project Administrator	30.0	100.00	3,000.00
Clerical	20.0	75.00	1,500.00
Mileage	130.0	0.58	75.40
Miscellaneous - Printing, Shipping, etc.			500.00
Total Engineering Design			$ 25,025.40
Engineering During Bid and Award			
Principal Engineer	15.0	$ 300.00	$ 4,500.00
Project Manager	27.0	180.00	4,860.00
Junior Engineer	15.0	110.00	1,650.00
Project Administrator	5.0	100.00	500.00
Clerical	5.0	75.00	375.00
Mileage	130.0	0.58	75.40
Total Project Scoping			$ 11,960.40
TOTAL			***$ 48,077.40***
TOTAL - Use			***$ 48,000.00***

Attachment: Brandley Engineers C20-049 Task Order 01 C20-157A (8555 : 3rd Modification Specialized Utility Services Program Inc,)

Attachment: Brandley Engineers C20-049 Task Order 01 C20-157A (8555 : 3rd Modification Specialized Utility Services Program Inc,)

COUNTY OF COLUSA, CA **2.12**

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **3rd Amendment to OpenGov**

Approve 3rd Amendment to **OpenGov** for software services and authorize the County Administrative Officer to sign**.**

Detailed Description/Background of request

The County will not be implementing the requisition/purchasing modules with OpenGov at this time, due to other priorities within the organization. Because these modules were outlined as part of the Core Financials implementation they need to be removed from the scope of work so the project can be closed out with OpenGov. Should the County desire to proceed with implementation in the future we can do so.

Prior Board Action

C20-090
C21-215 1st Amendment
C22-024 2nd Amendment

Fiscal Impact/Funding Source

No fiscal impact for this amendment

Action for the Clerk

Please obtain signatures and send two copies to:
OpenGov Inc.
Attn: Greg Balter
955 Charter St
Redwood City, CA 94063

ATTACHMENTS:

- 3rd Amendment OpenGov (PDF)
- C22-024 2nd Amendment OpenGov (PDF)
- C21-215 1st Amendment OpenGov, Inc (PDF)
- C20-090 OpenGov - Auditor (PDF)

DocuSign Envelope ID: F27A0AF3-109E-4398-AF45-4CE04DAEEA13

OPENGOV

Amendment 3 to the OpenGov, Inc. Software Agreement (C20-090)

Project Change Order	
Customer:	Colusa County, CA
Project:	County of Colusa, CA - OpenGov Financials - Upsell / Add-On - SF
Document Number:	DD-00966 CO-01
Date Requested:	06/30/2022
Requested by:	Helen Ning, OpenGov Project Manager

Reason for Change

Project scope outlined in the original SOW no longer requires the following:

- **Requisitions/ Purchasing**
  - *Due to customer purchasing lead's unknown availability, the Colusa County team has determined they will not be moving forward with transitioning their Accounts Receivable work to OpenGov Financials at this time.*

Scope of Change

Listed below are the modules that the county will not be implementing with OpenGov:

- Requisitions/Purchasing

These services were outlined as part of the Core Financials implementation and the county has acknowledged that at present there is not a clear path forward to deployment. Should the county desire to implement these modules in the future, a quote for professional services will be provided.

- OpenGov Project Manager reviewed these changes with Colusa County and agreed upon the change in scope of work.
- These changes are resulting in a ZERO dollar change order.

Approvals

OpenGov	**Customer**
Signature: DocuSigned by: Almis Udrys B43B14FBAF85454...	Signature:
Name: Almis Udrys	Name: Wendy Tyler
Title: Director of Professional Services	Title: County Administrative Officer
Date: 7/5/2022	Date:

Attachment: 3rd Amendment OpenGov (8565 : 3rd Amendment OpenGov)

DocuSign Envelope ID: F27A0AF3-109E-4398-AF45-4CE04DAEEA13

Attachment: 3rd Amendment OpenGov (8565 : 3rd Amendment OpenGov)

Amendment 2 to the OpenGov, Inc. Software Agreement (C20-090) with the County of Colusa, CA

This Amendment 2 ("Amendment 2) dated February 1st, 2022 ("Amendment 2 Effective Date"), to that **OpenGov, Inc. Software Agreement** between the parties effective May 26, 2020 as amended by Amendment 1 effective October 15, 2021 ("Agreement") is made by and between OpenGov, Inc. a Delaware Corporation ("OpenGov") and the County of Colusa, CA ("Customer").

1. Definitions. The definitions of certain terms used in this Amendment 2 with initial capitalized letters, if not defined herein, shall have the definitions set forth in the Agreement.

2. Amendments. The Agreement is hereby amended as follows:

A. **Order Form:** Add the following Fee Table:

Product	Start Date	End Date	Annual Fee (USD	Total Price (USD
*UKG Ready for 413 Employees** (ACA Manager). **For any month where the number of employees exceeds 413, Customer shall pay an overage fee of $13.58 PEPM*	2/1/2022	5/31/2022	Prorated	$826.00
*UKG Ready for 413 Employees** (ACA Manager). **For any month where the number of employees exceeds 413, Customer shall pay an overage fee of $13.58 PEPM*	6/1/2022	5/31/2025	3	$2,478.00

Professional Services	Payment Date	Total Price (USD
OpenGov Deployment - One Time Fee Professional Services Payment 1	2/1/2022	$1,032.50

Delete the following fee schedule:

Billing Date	Amount Due
June 1, 2020	$255,000.00*
December 1, 2020	$62,500.00*

Attachment: C22-024 2nd Amendment OpenGov (8565 : 3rd Amendment OpenGov)

February 1, 2021	$62,500.00*
June 1, 2021	$130,000.00*
November 1, 2021	$16,916.69
June 1, 2022	$155,914.32
June 1, 2023	$155,914.32
June 1, 2024	$155,914.32

and replace it with the following table:

Billing Date	Amount Due
June 1, 2020	$255,000.00*
December 1, 2020	$62,500.00*
February 1, 2021	$62,500.00*
June 1, 2021	$130,000.00*
November 1, 2021	$16,916.69*
February 1, 2022	$1,858.50
June 1, 2022	$158,392.32
June 1, 2023	$158,392.32
June 1, 2024	$158,392.32

**Note Customer has already paid $526,916.69.00 for all fees incurred between the June 1, 2020 - January 30, 2022 term*

4. Legal Effect. The modifications set forth in this Amendment 2 are effective as of the date first written above. This Amendment 2 shall expire unless signed by Customer by February 1, 2022. Except as expressly amended or modified by the terms of this Amendment 2, all other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment 2 to be executed by their duly authorized representatives as of the date and year first written above.

Customer: County of Colusa, CA		**OpenGov, Inc.**	
Signature	Wendy G. Tyler	Signature	DocuSigned by: Waranya Simbeck CDB229D77FA24E1...
Name	Wendy G. Tyler	Name	Waranya Simbeck
Title	COA/Purchasing Agent	Title	Head of Finance
Date	1/21/22	Date	1/27/2022

Attachment: C22-024 2nd Amendment OpenGov (8565 : 3rd Amendment OpenGov)

Attachment: C22-024 2nd Amendment OpenGov (8565 : 3rd Amendment OpenGov)

Amendment 1 to the OpenGov, Inc. Software Agreement with the County of Colusa, CA

This Amendment 1 ("Amendment 1) dated October 13th, 2021 ("Amendment 1 Effective Date"), to that **OpenGov, Inc. Software Agreement** between the parties effective May 26, 2020 ("Agreement") is made by and between OpenGov, Inc. a Delaware Corporation ("OpenGov") and the County of Colusa, CA ("Customer").

1. Definitions. The definitions of certain terms used in this Amendment with initial capitalized letters, if not defined herein, shall have the definitions set forth in the Agreement.

2. Adress: Delete the OpenGov address and replace with "6525 Crown Blvd # 41340, San Jose, CA 95160."

3. Product: Delete the following fee schedule:

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
OpenGov Financials — Upgrade *General Ledger, Accounts Payable, Payroll, Requisitions Purchasing, Cash Receipts Revenue Accounting, Payroll Timesheets, Fixed Assets, Purchase Card, Performance Measures, Open Town Hall, Stories – Online Budget Book*	6/1/2020	5/31/2025	5	$130,000.00
			Annual Subscription:	$130,000.00

PROFESSIONAL SERVICES:

Product / Service	Description	
OpenGov Deployment — One Time Fee	Product configuration and setup, training, and ongoing support to help organizations deploy and adopt the OpenGov solutions described in the attached SOW	
	Professional Services Payment 1 — 6/1/2020:	$125,000.00
	Professional Services Payment 2 — 12/1/2020:	$62,500.00
	Professional Services Payment 3 — 2/1/2021:	$62,500.00
	Professional Services Total:	$250,000.00

Billing Table:

Billing Date	Amount Due
June 1, 2020	$255,000.00
December 1, 2020	$62,500.00
February 1, 2021	$62,500.00
June 1, 2021	$130,000.00
June 1, 2022	$130,000.00
June 1, 2023	$130,000.00
June 1, 2024	$130,000.00

and replace it with the following table:

Product	Start Date	End Date	Annual Fee (USD	Total Price (USD
OpenGov Financials - Upgrade General Ledger, Accounts Payable, Payroll, Requisitions/Purchasing, Cash Receipts/Revenue Accounting, Fixed Assets, Purchase Card, Performance Measures, Open Town Hall, Stories - Online Budget Book.	6/1/2020	5/31/2021	1	$130,000.00

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

OpenGov Financials - Upgrade General Ledger, Accounts Payable, Payroll, Requisitions/Purchasing, Cash Receipts/Revenue Accounting, Fixed Assets, Purchase Card, Performance Measures, Open Town Hall, Stories - Online Budget Book.	6/1/2021	10/31/2021	Prorated	$54,166.66
OpenGov Financials - Upgrade General Ledger, Accounts Payable, Requisitions/Purchasing, Cash Receipts/Revenue Accounting, Fixed Assets, Purchase Card, Performance Measures, Open Town Hall, Stories - Online Budget Book.	11/1/2021	5/31/2022	Prorated	$48,773.57
OpenGov Financials Sandbox	11/1/2021	5/31/2022	Prorated	$2,916.67
*UKG Ready for 413 Employees excluding Payroll Services** (Ready Time 'Workforce Ready Timekeeper, Accruals, Attestation, Workforce Ready Integration Hub', Payroll, HR). **For any month where the number of employees exceeds 413, Customer shall pay an overage fee of $13.58 PEPM*	11/1/2021	5/31/2022	Prorated	$39,259.78
OpenGov Financials - Upgrade General Ledger, Accounts Payable, Requisitions/Purchasing, Cash Receipts/Revenue Accounting, Fixed Assets, Purchase Card, Performance Measures, Open Town Hall, Stories - Online Budget Book.	6/1/2022	5/31/2025	3	$83,611.84
OpenGov Financials Sandbox	6/1/2022	5/31/2025	3	$5,000.00
*UKG Ready for 413 Employees excluding Payroll Services** (Ready Time 'Workforce Ready Timekeeper, Accruals, Attestation, Workforce Ready Integration Hub', Payroll, HR). **For any month where the number of employees exceeds 413, Customer shall pay an overage fee*	6/1/2022	5/31/2025	3	$67,302.48

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

of $13.58 PEPM				

Professional Services	Payment Date	Total Price (USD
OpenGov Deployment - One Time Fee Professional Services Payment 1	6/1/2020	$125,000.00
OpenGov Deployment - One Time Fee Professional Services Payment 2	12/1/2020	$62,500.00
OpenGov Deployment - One Time Fee Professional Services Payment 3 (Inclusive of $19,700.00 for UKG Ready Deployment)	2/1/2021	$62,500.00
UKG Time Deployment	11/1/2021	$1,800.00

Billing Date	Amount Due
June 1, 2020	$255,000.00*
December 1, 2020	$62,500.00*
February 1, 2021	$62,500.00*
June 1, 2021	$130,000.00*
November 1, 2021	$16,916.69
June 1, 2022	$155,914.32
June 1, 2023	$155,914.32
June 1, 2024	$155,914.32

**Note Customer has already paid $510,000.00 for all fees incurred between the June 1, 2020 - May 20,2021 term*

4. Legal Effect. The modifications set forth in this Amendment 1 are effective as of the date first written above. This Amendment 1 shall expire unless signed by Customer by November 15, 2021. Except as expressly amended or modified by the terms of this Amendment 1, all other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment 1 to be executed by their duly authorized representatives as of the date and year first written above.

Customer: County of Colusa, CA

Signature Wendy G. Tyler

Name Wendy G. Tyler

OpenGov, Inc.

DocuSigned by:

Signature Paul H. Dent

A7E0887D6FFE428...

Name Paul Denton

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

Title	County Administrative Officer (CAO)	Title	CFO
Date	10/27/2021	Date	10/29/2021

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

OPENGOV

Project Change Order	
Customer:	County of Colusa, CA
Project:	County of Colusa, CA - OpenGov Financials - Upsell / Add-On - SF
Document Number:	001
Change Order Date:	10/11/2021
Requested by:	Almis Udrys

Reason for Change

OpenGov is not offering payroll in California at this time. Payroll as a product and service will be provided by UKG.

Scope of Change

Removing OpenGov Payroll, Payroll Timesheets & Payroll data migration from the original Scope. Customer agrees the SOW is amended by deleting the following language.

Engagement	High-Level Tasks	Deliverables
Payroll	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support for the identified calendar year for current employees: • Process stipends and miscellaneous payments; • Perform paycheck modeling and "what-if" scenarios regarding potential changes to wages, taxes, benefits, and deductions; • Maintain quarterly, year-end processing, and W-2 production; • Generate automatic accrual of vacation and sick time for personnel; • Post payroll account balances to the general ledger and update current employee history records; • Calculate federal and state withholding with baseline delivered subroutine, employer contributions, and other employee deductions and taxes. Define payroll process; print required registers and journals; produce system- generated or hand-typed checks; and support changes in payroll deductions, benefits, taxes, direct deposits, leave accruals, and earnings; • Understand and discuss configuration of time entry; and • Review Software delivered reports.	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best practices guide

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

OPENGOV

	Configure best practice business processes within and train the Customer on the use of the following Payroll components: • Control Files • Print Control Files • Payroll Processing • Monthly Processing • Quarterly Processing • Annual Processing • Other Processing • Inquiries • Reports • ePortal Functions • User Functions • System Functions • Payroll Interfaces • File Purge • Custom	

Payroll Timesheets	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support: • Review timesheet reporting practices and implement industry standard best practices as needed. • Identify pay periods and timesheet closure procedures. • Review timesheet approvals/rejections policies and procedures, and determine if changes are required. Configure best practice business processes within and train the Customer on the use of the following Payroll Timesheets components: • Control Files • Work with Pay Periods • Reports • Employee Timesheets • Timesheet Approval • Timesheet Approval History • User Functions • System Functions • Custom (as applicable)	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best practices guide

Data Sets to Migrate	OpenGov led mapping engagements and delivery of migration programs for each of Customer's following migration data sets: • Payroll	

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

OPENGOV

Adding UKG Scope of Work attached hereto as Attachment 1
Project Impact (Schedule and Cost)
• Schedule to be determined between OpenGov, UKG, and Customer. • There is a cost of $1800 reflective of the addition of UKG Timekeeping module

Approvals

OpenGov	**Customer**
Signature: DocuSigned by: Paul H. Denton A7E3687D6FFE426...	Signature: Wendy G. Tyler
Name: Paul Denton	Name: Wendy G. Tyler
Title: CFO	Title: County Administrative Officer (CAO)
Date: 10/29/2021	Date: 10-27-2024

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

OPENGOV

Attachment 1

Professional Services Engagement Overview

Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by UKG for the Setup Fees indicated on the applicable Order Form, to OpenGov, Inc. ("Customer") related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The UKG Ready Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your UKG Ready – Software as a Service (the "Agreement"). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview.

Your UKG Ready SaaS Solution

Customer and UKG are deploying the following UKG Ready modules with 1 location(s) and 0 collective bargaining agreement(s).

Core Modules	Employees	Deployments	Estimated Duration *from project kickoff
UKG Ready Time	413	1	120 Days
UKG Ready Accruals Manager	413	1	
UKG Ready HR	413	1	
UKG Ready Payroll	413	1	
Value Add Modules			
UKG Ready Attestation	413	1	10 Days

Customer and UKG Collaboration

A successful Professional Services Engagement will require close collaboration between Customer and UKG. The UKG Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the UKG Ready solution that meets your organization's specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success.

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workf orce, and policies that vary across employee groups.

Core Functionality Deliverables

Working in close collaboration, OpenGov, Inc. and UKG will deploy the following core modules and functionality in 120 estimated days from project kick-off. Any quantified deliverables listed herein are based on services deliverables and are not to be considered system constraints.

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

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UKG Ready Core	UKG Delivered Value

Time Module	UKG Ready Time deployment gets you started with the ability to accept punches and pay employees accurately through these core components:
	• Total Cost Centers
	• Profiles
	  ○ Timesheets
	  ○ Time off request
	  ○ Pay Calculations
	  ○ Pay Prep
	  ○ Security
	  ○ Points
	• Tables
	  ○ Rate
	  ○ Holiday
	• Manager Levels
	• Employee Perspectives Scorecards
	• Workflows
	  ○ Time Off Requests
	  ○ Timesheet Change Requests
	• Schedules
	  ○ Daily Rules
	  ○ Work Schedule Profiles
	• Pay Periods
	• Counters
	• Time Off Categories
	• Reports
	  ○ 61 commonly used pre-configured reports are included in the implementation.
	  ○ UKG will configure up to 5 additional reports using the standard functionality in the software
	• Time Admin Training

Accruals Manager Module	UKG Ready Accruals module adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time-off policies through: • Consistent enforcement of policy • Configurable calculation methods & grants
	• Time-Off routing & approval workflow (requires Time) • Time-Off requests at data collection devices • Automatic updates to schedule & timecard (requires Time) • Visibility to projected balances • Automatic balance reduction (requires Time or Payroll) • View time-off calendars for groups • Mobile access • One-Time data load using customer-supplied data for current year in a standard UKG-supplied format • Configure Accruals profiles and assign to employees Please note: UKG Ready accruals requires UKG Ready Time.

HR Module core functionality	UKG Ready HR core functionality deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components through:
	• Core employee demographics
	• Onboarding
	• Checklists
	  ○ Up to 10 will be configured by the UKG project team, however the Customer can configure as many as needed
	• Personnel management
	• Benefits administration
	• Open enrollment / life event
	• Work Flows
	  ○ Up to 10 will be configured by the UKG project team, however the Customer can configure as many as needed
	• HR documents & forms
	  ○ Up to 10 custom forms will be configured by the UKG project team, however the Customer can configure as many as needed
	• Incident tracking
	• Certification / Credential
	• Asset management
	• Compliance reporting
	• Standard reporting
	• One-Time data load using customer-supplied data for current year in a standard UKG-supplied format
	• Interface bundle using customer supplied data in standard file formats
	• HR Admin Training

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

OPENGOV

Payroll Module	UKG Ready Payroll deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-net, pay employees, make adjustments and export data needed tax filing (if using a provider other than UKG Payroll Services) through:
	• Pay Period Profiles
	• Up to two Parallel Payroll Tests
	• Company Tax Setup (Jurisdictions)
	• Custom Exports/Reports
	• Company Deduction Types
	• Company Earning Types
	• Configure Default Banks
	• Workers Comp Types
	• Payroll History up to 4 Quarter of Current Year
	• All Payroll Configurations include:
	  ○ Standard Dashboard Widgets
	  ○ Global Payroll Settings
	  ○ Standard Notifications
	  ○ GL Set Up
	  ○ In-house manual check printing
	  ○ Employee Imports
	• Vendor Payments (ACH/Check)
	• Payroll Administrative Training
	
	Please note: If UKG Payroll Services module has been purchased, see UKG Payroll Services deliverables in this document. If UKG Payroll Services has not been purchased, UKG will configure tax filing options for one of the following vendors – BSI, ADP, Ceridian.

Integration Hub	UKG Ready Integration Hub enables data to flow between UKG Ready and 3rd party applications and/or vendors. If the 3rd party application and/or vendor does not accept the standard UKG Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to UKG in the standard UKG Ready format and utilizing the standard UKG Ready delivery method. UKG will deliver a standard bundle of up to 5 interfaces as part of this project. Each direction (To/From) any 3rd party system and UKG is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with UKG and 3rd party vendors to facilitate design and testing. The Method of the file exchange will be determined by UKG Ready Professional Services Delivery Team. UKG will provide standard Import/Export files using Integration Hub. Customer will work with the 3rd parties and UKG to provide the data in the UKG format for imports. UKG will create a report from standard UKG Ready fields in the 3rd party format to send to the 3rd party system. The types of interfaces/integrations that can be supplied under this project include:
	
	• Timekeeping Interface bundle using customer-supplied data in standard file formats
	  ○ Accruals Interface bundle using customer-supplied data in standard file formats
	• HR Interface bundle using customer supplied data in standard file formats
	  ○ Benefit enrollment export
	  ○ Employee benefit deduction import
	  ○ Standard employee demographic export
	• Payroll Interface bundle using customer supplied data in standard file formats
	  ○ ACH payroll employee direct deposit file exports
	  ○ ACH payroll payment for vendors (e.g. 401k, HSA, garnishments, etc.)
	  ○ Payroll employee withholding amount exports
	  ○ Pension enrollment export (e.g. 401k)
	  ○ Pension census export (e.g. 401k)
	  ○ New hire reporting export

	○ Positive pay export ○ Payroll journal export to G/L. 1 acct structure ○ Tax payment & filing Interface UKG will use commercially reasonable effort to ensure all integrations/interfaces provide for the vendors below are designed in a manner in which they can successfully pass data contained in standard UKG Ready data fields to said 3rd party vendor and/or can accept data from said 3rd party vendor into UKG Ready standard data fields ○ John Hancock Retirement Planning Service ○ Blue Cross Blue Shield of Texas ○ HSA Bank ○ Discovery Benefits ○ Bankers Fidelity ○ The Standard **Please note:** Non-standard, multi-directional, or API based integrations/interfaces are not included in the scope of this project. Custom Reports that cannot be delivered through the standard software functionality are also not included. If such integrations or reports are required, a separate quote will be provided after all requirements and specifications have been received.

Value-Add Functionality Deliverables

Once your core functionality is deployed, UKG will work in close collaboration with Customer to deploy the following Value-Add modules and/or functionality over time in in short, agile deployments aligned with your priorities, schedule, and resources:

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

OPENGOV

Attestation Module	UKG Ready Attestation module provides documentation proof of compliance for required administration to UKG Ready Time by automatically enforcing your policies through: • Configurable questions & response choices • Automated notification & reminders • Several employee prompts with workflows o Prompts differ based on attestation prompt • Work Flows o Up to 3 will be configured by the UKG project team, however the Customer can configure as many as needed • Functionality for the InTouch Clock vs. the Web may differ • Full Audit Report Please note: UKG Ready Attestation requires UKG Ready Time

Administrator and Super User Training

Included in each Customer's software subscription, UKG will provide the following training:

WR Core Training	UKG Delivered Value
Administrator and Super User Training	**Each Customer will have access to:** • UKG Ready's learning management system and training delivery platform, for each user. Learning experiences found within include, but not limited to: o Interactive self-paced, on-demand modules o "How to" videos and snippets o Printable job aids • Recommended learning plan(s) aligned to each user's roles within UKG Ready • Online, public instructor-led class(es) • "Train the Trainer" enablement and materials o Editable templates and tools to be leveraged by the administrators to deliver manager and employee training o Manager and employee-focused job aids for common tasks within UKG Ready
Change Management and User Adoption Training	**Each Customer will have access to:** • Change management training for the project team on building a change management plan for Customer's organization • Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer's change management plan

Assumptions and Notes

UKG has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

• All services will be delivered remotely, unless otherwise stated in the Order Form or this Professional Services Engagement Overview

o Please note that in the event that Customer requests UKG to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by UKG.

o Such expenses shall be subject to the then-current standard UKG travel and expense policies, which UKG will provide to Customer upon request.

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

OPENGOV

- UKG shall bill Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.

- The project kick-off date will be determined based on complexity of the implementation and resource availability, and may occur up to 30 days after a UKG Ready Order

Form is executed by the Customer.

- The customer agrees to accept specific responsibilities as part of this project including:

  - Completing all required, UKG supplied templates used to complete the Discovery process

  - Physical installation and/or mounting of all time clocks associated with this project.

  - UKG will complete the configuration of up to 5 clocks and will provide training to the Customer's staff to replicate additional configurations

  - The Customer will configure any additional clocks unless otherwise agreed upon by both parties

  - Configuring the Customer's network to allow inbound/outbound communications to and from the clocks, based on specifications

    provided by UKG

  - Providing all required tax and wage history information (when applicable) for the configuration of Tax Filing services

  - Providing all required data imports in the approved UKG format

  - Providing all required specifications for any exports from UKG to a 3rd party system

- Prior to the start of the configuration build, the Customer will confirm (in writing) the business and technical requirements of the project as part of the UKG Ready Professional Services Discovery process.

- UKG will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

OPENGOV

- Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.

- UKG will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, database schema, or any applications and/or hardware not provided by UKG.

- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.

- During the testing phase, the customer will be responsible for leading testing and providing documentation of testing results back to the UKG implementation team.

PROJECT DELAYS

Should the need arise to place a project on hold due to issues not controlled by UKG, UKG will collaborate with a client to ensure appropriate project hold/delay procedures are executed. Secondly, UKG reserves the right to execute project hold/delay procedures as a result of, but not limited to (1) a client not attending or cancelling more than three scheduled meetings or

(2) if the client has been unable to contribute required deliverables to milestones to close the project or (3) has become non-responsive after 10 business days. Please note that any project hold and/or delays, whether approved or otherwise, will not impact the Fees and Payment Terms of the Agreement unless otherwise agreed to by both parties.

When resuming the project UKG will follow normal assignment and staffing procedures. This may result in a new or modified project team based on resource availability at the time of re- engagement.

Change Orders

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

OPENGOV

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your UKG Sales Executive and UKG Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

• Material changes in the Scope or effort (i.e. # of deployments or EIN's, request of onsite assistance, etc.)

• Material changes in the number or type of Deliverables to meet the defined scope of effort (i.e. additional integrations, profiles, etc.) • Changes to the project resource requirements

• Changes to scheduled dates after acceptance of the Project Plan

UKG will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. UKG will perform the requested work once the Change Order has been completed and signed by the Customer.

Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

• The customer has approved in writing

• The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee • More than twelve (12) months has passed since the date of signature of the UKG Ready Order

Form The Customer may provide approval in writing via email or an alternative agreed upon method

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

Attachment: C21-215 1st Amendment OpenGov, Inc (8565 : 3rd Amendment OpenGov)

Second Modification of C17-233 ERP Implementation & Licenses

OPENGOV

OpenGov Inc. 955 Charter Street
Redwood City, CA 94063
United States

Created On: 5/4/2020
Order Form Expiration: 5/31/2020
Subscription Start Date 6/1/2020
Subscription End Date: 5/31/2025

Prepared By: Greg Balter
Email: gbalter@opengov.com
Contract Term: 5 Years

Customer Information

Customer: County of Colusa, CA
Bill To/Ship To: 1215 Market Street
Colusa, CA 95645
United States

Contact Name: Wendy Tyler
Email: wtyler@countyofcolusa.org

Billing Contact: Wendy Tyler
Email: wtyler@countyofcolusa.org

Order Details

Billing Frequency: Annual
Payment Terms: Net Thirty (30) Days

Description: See Billing Table Below

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Term	Annual Fee
OpenGov Financials — Upgrade *General Ledger, Accounts Payable, Payroll, Requistions/Purchasing, Cash Receipts/Revenue Accounting, Payroll Timesheets, Fixed Assets, Purchase Card, Performance Measures, Open Town Hall, Stories – Online Budget Book*	6/1/2020	5/31/2025	5	$130,000.00
			Annual Subscription:	$130,000.00

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee	Product configuration and setup, training, and ongoing support to help organizations deploy and adopt the OpenGov solutions described in the attached SOW.

Professional Services Payment 1 — 6/1/2020:	$125,000.00
Professional Services Payment 2 — 12/1/2020:	$62,500.00
Professional Services Payment 3 — 2/1/2021:	$62,500.00
Professional Services Total:	$250,000.00

Billing Table:

Billing Date	Amount Due
June 1, 2020	$255,000.00
December 1, 2020	$62,500.00
February 1, 2021	$62,500.00
June 1, 2021	$130,000.00
June 1, 2022	$130,000.00
June 1, 2023	$130,000.00
June 1, 2024	$130,000.00

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") signed between the parties effective **January 1, 2018** as amended in the Order Form effective **June 1, 2019** and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

County of Colusa, CA

Signature: Denise D. Carter
Name: Denise D. Carter
Title: Chair
Date: 5/19/20

OpenGov, Inc.

Signature:
Name: Paul Denton
Title: CFO
Date: 7/28/20

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C20-090

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Statement of Work

County of Colusa, CA

OpenGov Financials

Created By TJ Isselhard
SOW Creation Date 04/28/20
Version: 1
Document Number: DD-00966

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1. Objective

1.1. Summary

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov") will perform for County of Colusa, CA ("Customer") pursuant to the order for Professional Services agreed to by the parties ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

OpenGov will enable and support the Customer to deliver on the Scope of Work outlined below. The objective of this Statement of Work is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this deployment project. This SOW defines the scope and deliverables for a successful implementation of OpenGov Financials.

1.2. Solution Overview

This SOW defines the scope and deliverables for a successful implementation of OpenGov Financials. Customer is already using OpenGov's Budgeting and Planning Suite. This SOW will define how OpenGov will partner with Customer to implement the OpenGov Financials Suite. In order to ensure Customer is successful in their adoption of OpenGov Financials, OpenGov will partner with Customer to make every effort to meet the key dates identified below:

- January 1, 2021 - OpenGov will make every effort to complete deployment of Customer's General Ledger, Accounts Payable, and Payroll Modules.
- As a stretch goal, OpenGov will also partner with Customer to deploy Cash Receipts and Payroll Timesheets by January 1, 2021 as well.
- OpenGov also will make every effort to deploy the remainder of the project by June 30, 2021.

2. Scope

2.1. General Assumptions

OpenGov is excited to work with Customer on the implementation of our OpenGov Financials ERP Suite. As an Early Access Program (EAP) participant, your partnership is appreciated and will be essential to the success of this deployment. In order to ensure we are able to meet the project timeline, OpenGov asks that Customer abide by the General Assumptions detailed in this SOW.

2.1.1. Project Team

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OpenGov will assign a Project Manager (the "OpenGov Project Manager") upon execution of the SOW. The OpenGov Project Manager will coordinate any additional resources needed from OpenGov.

Customer

Customer will assign a project manager (the "Customer Project Manager") and technical resource prior to project kick-off. The Customer Project Manager will be the primary contact person at Customer and will coordinate all Customer resources needed to complete the project. It is anticipated that the areas of need will be in Finance, Data Gathering, and the IT department.

2.1.2. Project Responsibilities

The project responsibilities for each organization are outlined below:

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- Manage delivery of in-scope items in coordination with Customer.
- Make available deliverables to Customer project team for review and verification.
- Provide relevant technical details and documentation for data requirements for Customer's environment.
- Keep Customer Project Manager informed of project progress and communicate any issues relating to the project in a timely manner.
- Establish documentation and procedural standards for the project.
- Review and administer project change control, as described in Section 5, Change Control Procedures.
- Ensure that all meetings and training sessions are attended by OpenGov personnel, as scheduled.

Customer

- Make available a representative to serve as the primary contact for OpenGov Project Manager to coordinate project activities.
- Make available appropriate representatives with the authority to review and approve deliverables produced during the project.
- Make available appropriate Subject Matter Experts (SME) to support the project needs, test integrations and provide Customer environment specific technical details.
- Setup firewall rules to allow incoming requests from OpenGov's proxy over HTTP/HTTPS to Customer systems.
- Communicate any issues relating to the project to OpenGov Project Manager in a timely manner.
- Provide acceptance of deliverables and Project in a timely manner.
- Customer will be responsible for any infrastructure required to access OpenGov, and will maintain relevant non-OpenGov software licenses and infrastructure needed for this project i.e. accounting system licenses. Please note, OpenGov software is optimized for Google Chrome.

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- The Customer will be responsible for ensuring that all meetings and training sessions are attended by personnel, as scheduled.

2.1.3. Training

- Training will be delivered both in-person and remotely. The OpenGov Project Manager and the Customer Project Manager will formalize the project schedule, and will agree at that time on which engagements will be conducted onsite, and which will be conducted remotely.
- Training provided by OpenGov follows a 'train-the-trainer' methodology. This means that members of the Customer Project Team are considered super-users of the system and will be trained to the extent that they will then be able to train other end-users.
- OpenGov relies on Customer implementation teams active participation in training and training sessions provided by OpenGov as defined in the Project Plan in order to meet project timelines.
- OpenGov and Customer will mutually develop a plan for departmental or "end-user" training plans, end-user documentation, and the delivery of training to these end-users.

2.1.4. Implementation

- OpenGov and Customer will partner to establish a "new normal" in OpenGov's Cloud ERP. This means that some existing business practices may need to change as part of the implementation. Customer's willingness to adopt OpenGov's recommendations when appropriate will help ensure project timeline and an overall successful adoption of the OpenGov Cloud ERP.
- OpenGov will provide Customer with status reports that outline the tasks completed. OpenGov will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed from Customer to complete the tasks.
- Customer or OpenGov need to be committed to the roles, responsibilities, and tasks defined in the Project Plan. Failure to assign members of the project team, provide reasonable access to current-state documentation and systems, perform an assigned tasks, attend a scheduled meeting, or to meet a project deadline can endanger the project timeline and the overall successful adoption of the OpenGov Cloud ERP.

2.1.5. Modifications/integrations

- Except as outlined in the Statement of Work, the development, modification, and/or completion of any reports, saved lists, integrations/interfaces, and customizations, including computed columns, complex rules, and subroutines, is the responsibility of Customer technical staff.

2.1.6. Data Migrations

- OpenGov asks that Customer's current legacy systems will be "frozen" with no major modifications or upgrades performed after the date this SOW is signed with the exception of regulatory upgrades during the implementation of and migration

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to OpenGov Financials, and those that have been coordinated and approved in advance by OpenGov.

- Any changes made to the legacy systems that would cause rework or changes to data structures already in process for data migration could impact project timeline.
- Customer will work in close collaboration with OpenGov for specification, identification, and programming of information pertaining to the conversion or migration of historic or legacy data.
- Historical Data as extracted from Customer's system(s) must have consistency in data values (e.g., an account number cannot have been used for more than one purpose over the course of the migrated history); if format/structure of data has changed overtime, a Change Order will be required to document additional hours and cost associated with these efforts.
- Legacy data that Customer needs migrated into OpenGov needs to be clean, error-free data extracts. In order to meet project timelines, OpenGov may request that Customer assist in cleaning and formatting legacy data.

2.1.7. End-User Testing

- Customer will complete User Acceptance Testing ("UAT") conducted under OpenGov guidance.

2.2. Software Implementation Scope of Work

The items detailed in 2.3. Software Implementation Scope of Work below relate to the various OpenGov software modules for which Customer has purchased subscriptions. It also describes the implementation services associated with each module that OpenGov will provide to assist Customer with configuring business processes, converting legacy data, learning the software functionality, and ultimately deploying to production. OpenGov will provide a train-the trainer approach to knowledge transfer, unless otherwise noted. Any items not specifically included in scope will be considered out of scope.

2.2.1. Financials Implementation Scope of Work

Software Implementation Scope of Work		
Engagement	**High-Level Tasks**	**Deliverables**
Chart of Accounts/ General Ledger	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support: • Review of Customer's current Budgeting and Planning Suite Chart of Accounts Structure, specifically Customer's codes, and find compromise to map to existing Budgeting and Planning CoA; • Review considerations and process for creating a Customer defined chart of account structure using GASB standard best	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best practices guide • Chart of Accounts/

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	practices as the foundation for the new chart of accounts;
	• Support accounting transactions, consisting of encumbrance and general, budget, recurring and automated journal entries;
	• Day-to-day operational management of current fiscal year's budget-to-actual results;
	• Fiscal year-end and budget rollover;
	• Assign a role-based security status to the chart of accounts; and
	• Review the GL Import process to import:
	  ○ General ledger chart of accounts and beginning balances from legacy data
	  ○ External data to Software's general ledger in the Software defined format.
	  ○ Review Self-Service Budget Reports
	
	Configure best practice business processes within and train the Customer on the use of the following General Ledger components:
	• Control Files
	• Print Control Files
	• Journal Entries
	• Financial Reports
	• Inquiries
	• Year End Processing
	• User Functions
	• System Functions
	• Custom Programs
		General Ledger Final Build

Accounts Payable	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support: • Report on encumbered funds; • Enter and maintain invoices that may be tracked by invoice number, invoices number, and status; • Generate, void and reconcile checks and electronic checks; • Generate departmental purchase orders for up to first 2 departments and train Customer to create the remaining departmental purchase orders; • Utilize self-service for purchasing Configure best practice business processes within	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best practices guide

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	and train the Customer on the use of the following Accounts Payable components: • Control Files • Print Control Files • Vendor Invoice/Check Processing • Check Reconciliation • Reports • Purchase Order Processing • Quick Check Processing • 1099 Processing • Jury Setup/Processing • User Functions • System Functions • Custom Programs	
Payroll	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support for the identified calendar year for current employees: • Process stipends and miscellaneous payments; • Perform paycheck modeling and "what-if" scenarios regarding potential changes to wages, taxes, benefits, and deductions; • Maintain quarterly, year-end processing, and W-2 production; • Generate automatic accrual of vacation and sick time for personnel; • Post payroll account balances to the general ledger and update current employee history records; • Calculate federal and state withholding with baseline delivered subroutine, employer contributions, and other employee deductions and taxes. Define payroll process; print required registers and journals; produce system- generated or hand-typed checks; and support changes in payroll deductions, benefits, taxes, direct deposits, leave accruals, and earnings; • Understand and discuss configuration of time entry; and • Review Software delivered reports. Configure best practice business processes within and train the Customer on the use of the following Payroll components: • Control Files	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best practices guide

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	• Print Control Files • Payroll Processing • Monthly Processing • Quarterly Processing • Annual Processing • Other Processing • Inquiries • Reports • ePortal Functions • User Functions • System Functions • Payroll Interfaces • File Purge • Custom	
Requisitions/ Purchasing	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support: • Maintain and track requisitions and purchase orders by assigned number, by vendor, and status; • Setup approvals at requisition, Purchase Orders, and voucher level using the standard Software configuration options; • Create and track pre-paid Purchase Orders; • Receive goods and services; • Maintain and track blanket purchase orders Configure best practice business processes within and train the Customer on the use of the following Requisitions/Purchasing components: • Department Processing • Reports • User Functions • Custom Functions	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best practices guide
Cash Receipts/ Revenue Accounting	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support: • Review industry standard best practices against Customer revenue accounting procedures. • Develop or refine internal controls • Implement processing and deposit of receipts standards • Implement proper reconciliation standards • Enable localized cash accounting	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best

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	requirements Configure best practice business processes within and train the Customer on the use of the following Cash Receipts/Revenue Accounting components: • Control Files • Cash Receipts • Utility Billing Batch Payments (if applicable) • Accounts Receivable Batch Payments • Pace Transactions • Cash Count • Reporting Menu • User Functions • Supervisor Functions • System Functions • Custom Functions (as applicable)	practices guide
Payroll Timesheets	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support: • Review timesheet reporting practices and implement industry standard best practices as needed. • Identify pay periods and timesheet closure procedures. • Review timesheet approvals/rejections policies and procedures, and determine if changes are required. Configure best practice business processes within and train the Customer on the use of the following Payroll Timesheets components: • Control Files • Work with Pay Periods • Reports • Employee Timesheets • Timesheet Approval • Timesheet Approval History • User Functions • System Functions • Custom (as applicable)	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best practices guide
Fixed Assets	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support: • Maintain information on specific asset restrictions, with donor information and asset disposal; • Designate which assets are to be	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s)

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	capitalized and create asset records from invoices; • Allow entry of renewal information about the asset with insurance policy information and service and warranty contracts; • Maintain comprehensive asset value information received from accounts payable; • Capitalize, depreciate and dispose of assets; and • Update applicable general ledger accounts automatically when an asset is disposed. • Maintain inventory-only (non-capital) assets. Configure best practice business processes within and train the Customer on the use of the following Fixed Assets components: • Control Files • Control File Reports • Work with Fixed Assets • Depreciation Processing • Fixed Assets Reports • User Functions • System Functions • Custom Programs	• OpenGov delivered training • OpenGov documented best practices guide
Purchase Card	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support: • Define and implement rules and thresholds on Purchase Card usage • Define initial approval process for Purchase Card transactions. • Define and configure email notifications Configure best practice business processes within and train the Customer on the use of the following Purchase Card components: • Purchase Card Transactions • Purchase Card Account Approval • User Functions • Custom Programs (as applicable)	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best practices guide

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OG Financials Tools	OG Financials Tools are the components in the system that support end-user functionality. OpenGov will configure these tools as part of the system installation and set up work conducted by OpenGov's technical staff. Tools are items like: • Scheduler • Spooler • Report Controls • System Setup processes	
System Functions	Configure best practice business processes within and train the Customer on the use of the following System Function components: • Email Parameters • User Defined Menus • Report Conversions • STW Directories • Global Menu Controls • Menu Controls • Additional System Functions • Transfer Files	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best practices guide
Security	Configure best practice business processes within and train the Customer on the use of the following Security components: • Control Files • User Functions • System Functions • List Security Access	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best practices guide

2.2.2. OpenGov Platform Functionalities Scope of Work

OpenGov Platform Scope of Work		
Engagement	**High-Level Tasks**	**Deliverables**
OpenGov Reporting	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support: • Review of how to build OpenGov standard reports; and	• Implementation Guide • Training materials (PDF format or other

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	• Review Customer's current Budgeting and Planning reports and Cognos reports and consult on replicating similar reports in refreshed OpenGov Platform build after CoA refresh (See Appendix 1). Configure best practice business processes within and train the Customer on the use of the following Report Distribution components: • Build reports and saved views • Share reports in OpenGov Transparency Platform • User functions • System functions	digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best practices guide

Performance Measures - Design	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support:
	• Metrics Conceptualization sessions for 2 programs from 2 departments
	• Program Inventory document for 2 departments
	• Up to 6 non-financial reports
	• 1 department dashboard containing tiles for the 2 programs above
	• 8 tiles total:
	  ○ 2 Financial
	  ○ 4 Output or Outcome
	  ○ 2 Efficiency (cost for doing something)
	• 15 hours for FTP integration of 3 datasets
	  ○ OpenGov's assumed 15 hours is reliant on:
	  ■ The data will NOT be linked to the Customer's chart of accounts.
	  ■ The Customer will perform the validation for data accuracy for the Integration.
	  ■ Customer will perform the data extraction from the source system and automate it to be dropped in OpenGov FTP location in an upload ready format.
	• Administrator training
		• Implementation Guide
		• Training materials (PDF format or other digital format)
		• Engagement Report(s)
		• OpenGov delivered training
		• OpenGov documented best practices guide

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Open Town Hall	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support: • Open Town Hall site setup and forum theming • Development of 1 standard Open Town Hall topic • Administrator Training	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best practices guide
Online Budget Book	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support: • Conceptualizing Sessions to build Online Budget Book • Customize up to 6 OpenGov standard templates, including landing page, budget message, performance page, department page, capital page, and financial forecast to support Online Budget Book • Administrator training • Go-live support up to one week after Online Budget Book launch	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best practices guide

2.2.3. Budgeting and Planning Suite Functionalities Scope of Work

Budgeting and Planning Scope of Work		
Engagement	**High-Level Tasks**	**Deliverables**
Budgeting and Workforce Planning Rollforward	The following topics will be covered in onsite and remote lecture/workshop format, hands-on exercises, and follow-up consulting support: • Rollforward of Customer's Operating Budget • Rollforward of Customer's Workforce Plan OpenGov will work with Customer to ensure: • Budget setup to complete Customer's Operating Budget • Creation of proposal frameworks and budgeting reports (Budget to Actuals and Milestones)	• Implementation Guide • Training materials (PDF format or other digital format) • Engagement Report(s) • OpenGov delivered training • OpenGov documented best

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	• Workforce planning configuration based on Customer's existing OpenGov Workforce Plan	practices guide

2.3. Data Migration and Mapping Scope of Work

Data Migration and Mapping Scope of Work		
Engagement	**High-Level Tasks**	**Deliverables**

Planning	OpenGov will provide:
	• A planning session for development and delivery of a Data Migration Timeline;
	• Data Migration Kickoff presentation providing an overview of the data migration process;
	• Data Migration Technical Overview for the technical team; and
	• Regular meetings to:
	  ○ Review the status of the data migration effort;
	  ○ Review outstanding issues; and
	  ○ Review the data migration effort and monitor progress to the planned timeline.
		• Engagement Agenda

Data Sets to Migrate	OpenGov led mapping engagements and delivery of migration programs for each of Customer's following migration data sets: • Chart of Accounts/General Ledger • Accounts Payable • Fixed Assets • Payroll	• Data migration maps for programs described herein. • Data migration programs for programs described herein.
Data Migration Programs	• Delivery of the migration mapping specification for each migration data set; and • Delivery of the migration program.	
Support	• Deliver changes/updates to migration programs needed as a result of the data testing conducted; • Technical Overview and training session and hand-off to Client to complete the data migration runs during the data migration.	

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3. Schedule

OpenGov will schedule resources for this project upon signature of the Order Form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and the deliverables provided by Customer.

Example Timeline

Phase 1 Summary Project Plan			Deliverables					
Area	Item	Team	June	July	Aug	Sept	Oct	Nov-Dec
Chart of Accounts	Evaluate and Propose Update CoA	OpenGov & Colusa County	New CoA					
	Cross Walk Existing CoA(s)	OpenGov & Colusa County		Crosswalk				
	New CoA imported	OpenGov		Loaded to System				
General Ledger	Build transaction export for GL	OpenGov & Colusa County		GL Transaction Extracts				
	Import and Validate transactions	OpenGov			GL History Loaded			
Accounts Payable	Build transaction exports for Vendors, Paymen	OpenGov & Colusa County			AP Extracts			
	Import and Validate transactions	OpenGov				AP Detail Loaded		
Payroll	Build Pay and Deduction Tables	OpenGov & Colusa County		Table Config in System			Admin and User training	
	Extract People and PayCheck detail [1]	OpenGov & Colusa County			Payroll Extracts			Payroll cont'd
	Import and Validate Payroll Transactions	OpenGov				Payroll Data Loaded		
Reports	Deploy Standard reports	OpenGov				Std Financial Reports		
	Evaluate Custom reports	OpenGov	Reporting Plan					
	Build Custom Reports and validate	OpenGov & Colusa County						Inital Custom Reports
Training								
Concurrent Processing		Colusa County			Phase 2 Plan			2 Payrolls
Phase 1 Stretch Goals								
Cash Receipts		OpenGov			Deployment			
Payroll Timesheets		OpenGov			Deployment			
Phase 2								
Area	Item	Team	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	June 2021
Requisitions					Deployment			
Workforce Update / Roll Forward		OpenGov & Colusa County	Deployment					
Budget Update / Roll Forward		OpenGov & Colusa County	Deployment					
Fixed Assets						Deployment		
Purchase Cards							Deployment	

4. Change Control Procedures

No amendments, changes or other modifications to this SOW will be effective without a written project change order. The Project Change Order will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. The terms of a mutually agreed upon Project Change Order will prevail over those of this SOW or any previous Project Change Orders. Such Project Change Order may require additional charges, which will be set forth in the Project Change Order.

5. Fees and Expenses

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5.1. Fees and Payment Terms

All fees and expenses will be paid in accordance with the Order Form to which this SOW is attached. For any Project Change Orders or for any new Professional Services, fees will be mutually agreed upon provided that any hourly fees shall be based on OpenGov's then-current, applicable hourly rate.

5.2. Travel Expenses

All rates and fees are exclusive of work-related travel, living and other expenses. Customer will be billed for actual expenses as incurred.

All Travel and Lodging expenses will be approved in advance in writing by the Customer Project Manager prior to OpenGov incurring any such expenses and booking non-refundable travel expenses. Such expenses shall be in compliance with Customer's travel and expense guidelines provided to OpenGov.

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1. Appendix 1

Tables 9 items

- banks_10509.pdf
- bargains_11195.pdf
- deductsd_10600.pdf
- jobclass_10780.pdf
- leaves_10845.pdf
- paycodes_10894.pdf
- salsched_11081.pdf
- termcode_11273.pdf
- workcomp_11319.pdf

PERS Reports 9 items

- 20200423110647_000_10006.xml
- 20200423110702_000_10006.xml
- 20200423110716_000_10006.xml
- 20200423110742_000_10006.xml
- 20200423110753_000_10006.xml
- 20200423110802_000_10006.xml
- Arbuckle Fire.pdf
- Colusa Mosquito Abatement.pdf
- County.pdf

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New Hire 2 items

- 4NEWHIRE
- newhire_22037.pdf

Misc Canned Reports 6 items

- chkhis_2450.pdf
- detdist_1359.pdf
- levbal_2505.pdf
- namexref_3295.pdf
- QTD info.sample.pdf
- salded_19990.pdf

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DE9 Reports 20 items

- 0417634320201.csv
- 4990803120201.csv
- 6990180920201.csv
- 6990630320201.csv
- 6990634520201.csv
- 6990635220201.csv
- 6990637820201.csv
- 9250063620201.csv
- 9440199920201.csv
- 9440572720201.csv

- ArbFire.docx
- CMA.docx
- ColCem.docx
- ColFire.docx
- County.docx
- MaxCem.docx
- MaxFire.docx
- PrinCem.docx
- PrinWater.docx
- WmsCem.docx

Cognos Reports 44 items

- 0HR request.xlsx
- 1TS base data.xlsx
- 1TS pay rates.xlsx
- 20-21 Budget.xlsx
- Active deductions.xlsx
- All pay rate history.xlsx
- AMERITRADE.xlsx
- CAO LEAVE REPORT all.xlsx
- CCEA EE'S.xlsx
- Complete RangeStep Table.xlsx
- Deferred Comp Max.xlsx
- DEFERRED COMP.xlsx
- Deputy 18 19 average.xlsx
- EDWARD JONES.xlsx
- EEO.xlsx
- EEO4.xlsx
- EMPLOYEE BENEFIT SERVICES.xlsx
- ER Deferred Comp.xlsx
- Female.xlsx
- FTE count for Trindel.xlsx
- GOLDEN STATE RISK MGMT.xlsx
- HDV deductions.xlsx
- HR ee info.xlsx
- I-9 AUTH REPORT.xlsx
- In-lieu employees.xlsx
- Job Class Table.xlsx
- Leave Balances.xlsx
- Leave Used FY.xlsx
- Liability FY.xlsx
- Medicare wages.xlsx

Attachment: C20-090 OpenGov - Auditor (8565 : 3rd Amendment OpenGov)

OPENGOV

2. Appendix 2

Implementation Methodology

OpenGov uses an iterative methodology, with a focus on rapid implementation of a configured system. This methodology requires a degree of focus from the Customer and collaboration between both parties to complete work products in a timely manner.



1. **Analyze and Design**
   a. **Key Activities:** Discovery, Design Sessions, Solution Document Review
   b. **Key Work Products:** Data Inventory, Functional Model Build, Process Flow Documents, Solution Document
   c. **Summary:** Analyze and Design Phase is the first step of the implementation project. The purpose of this phase is to define the success criteria of the project, make design decisions based on the functional model build, and begin gathering data that needs to be loaded into the OpenGov platform. At the end of the Phase, a Process Flow and Solution Document will be created that outlines how the solutions will be implemented.

2. **Configure Phase**
   a. **Key Activities:** Application and Solution Configuration, Data Load
   b. **Key Work Products:** Solution Configuration, Peer Review
   c. **Summary:** The Configure Phase consists of application configuration, and solution configuration as defined in the Solution Document. OpenGov will also load the data gathered in the Analyze and Design Phase. The Phase ends with a Peer Review done by an OpenGov Subject Matter Expert to confirm that the solution follows OpenGov best practices.

3. **Validate Phase**
   a. **Key Activities:** User Acceptance Testing, Data Confirmation
   b. **Key Work Products:** Data Validation, Customer Review
   c. **Summary:** The Validate Phase starts with a review of the entire solution with the Customer project team to confirm that all project elements have been implemented. Once that process has been completed, the Customer will validate that data is being represented accurately in the solution. If any issues are found, OpenGov team will assess the issue and resolve as

Attachment: C20-090 OpenGov - Auditor (8565 : 3rd Amendment OpenGov)

OPENGOV

needed. The Phase ends with the Acceptance of by the Customer.

4. **Deploy Phase**
   a. **Key Activities:** Administrator Training
   b. **Key Work Products:** Project Documentation
   c. **Summary:** The purpose of the Deploy phase is to complete the Administrator Training process and prep for Go Live of the solution. All project documentation will be provided at this point to the Customer OpenGov Administrator documenting the solution configuration and any specific process flows or user guides. At this point, the solution will be configured and ready to Go Live to end users.

5. **Own and Enable Phase**
   a. **Key Activities:** Go Live, User Training, Transition to Customer Success Manager and Technical Support
   b. **Key Work Products:** Project Acceptance, Transition
   c. **Summary:** The purpose of the Own and Enable phase is to complete the User Training process, Go Live with the solution, and begin Transition activities to close the project. Post Go Live Support is technical assistance with the project team and issue resolution for the solution during the two week period after Go Live. Once this period has passed, the Project team will begin working on transition activities to the Customer, the CSM, and the Customer Technical Support Function. The Project closes upon the acceptance of the project and a brief survey to provide feedback about the experience.

Attachment: C20-090 OpenGov - Auditor (8565 : 3rd Amendment OpenGov)

COUNTY OF COLUSA, CA **2.13**

Request For County Board of Supervisors Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Ann Nordyke**
SUBJECT:	**Amend agreement with CalMHSA regarding the Workforce Education and Training Program**

Approve 1st amendment (No. 1004-WET-2021-COC-A1) to the participation agreement with **California Mental Health Services Authority (CalMHSA)** for the Workforce Education and Training program.

Detailed Description/Background of request

Behavioral Health is requesting to amend the agreement with CalMHSA regarding the Workforce Education and Training (WET) program.

On February 15, 2022 Behavioral Health entered into an agreement (C22-030) with Office of Statewide Health Planning & Development (OSHPD) through CalMHSA for the Workforce Education and Training (WET) program which aims to address the shortage of mental health practitioners in the public mental health system (PMHS) through five potential categories including: Pipeline Development, Loan Repayment Program, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipends, and Retention Activities.

The agreement will be from July 1, 2021 to June 30, 2025.

Per the amendment, the original grant funder (OSHPD) is now known as the Department of Health Care Access and Information (HCAI). All references including the grant name will now reflect as HCAI. Also, the Colusa County allocation has been reduced because of regional partnership has contracted with CIBHS to implement the trainings and technical assistance around internship coordination. Behavioral Health requests to replace Exhibit B "Participation Agreement" with an updated Exhibit B1 and replace Exhibit C "County Specific Funding" with an updated Exhibit C1.

Prior Board Action

C22-030.

Fiscal Impact/Funding Source

Colusa County Behavioral Health's share of the HCAI Grant Award will decrease to $145,829.39 from $151,928.95.

There are no additional expenditures to the County as a result of the amendment.

Action for the Clerk

Please obtain signatures and forward to:

Alaina Jones
CalMHSA
1610 Arden Way, Suite 175
Sacramento, CA 95815

ATTACHMENTS:

- C22-030 Cal MHSA #1011-WET-2021-NC (PDF)
- CalMHSA WET-2021-COC-A1 (6.15.22)v2 Amendment (DOCX)

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Colusa County ("Participant") desires to participate in the Program identified below.

   Name of Program: **Superior Regional Partnership – OSHPD WET Grant**

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

   ☑ Exhibit A Program Description

   ☑ Exhibit B General Terms and Conditions

   ☑ Exhibit C County Specific Funding

3. The maximum amount payable under this Agreement is: **$33,773.24**

4. Funds payable under this agreement are subject to reversion:

   ☒ Yes: Reversion Date 6/30/2031

   ☐ No.

4. The term of the Program is July 1, 2021 through June 30, 2025.

5. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: 2-28-22

Participant: Colusa County

Signed: _____ Name (Printed): Wendy G. Tyler

Title: Board of Supervisors/ CAO Date: 2/15/22

Signed: _____ Name (Printed): Richard Stout

Title: County Counsel Date: 2/15/22

Signed: _____ Name (Printed): Noel O'Neill

Title: Director, Mental Health Department Date: 2/15/22

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (8547 : Amend CalMHSA Workforce Education and Training Agreement)

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

I. Name of Program: Superior Regional Partnership – OSHPD WET GRANT

II. Term of Program: This is a 48-month contract, beginning July 1, 2021 and terminating on June 30, 2025, with the option for early termination or extension as provided below.

III. Program Objective and Overview:

Objective: The 2020-2025 Workforce Education and Training (WET) program aims to address the shortage of mental health practitioners in the public mental health system (PMHS) through a framework that engages Regional Partnerships and supports individuals through five potential categories including: Pipeline Development, Loan Repayment Program, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipends, and Retention Activities.

Overview: As outlined in the Office of Statewide Health Planning and Development ("OSPHD") 5-year WET Plan, California is separated into five different regions with each region designating its local priorities within the five categories.

The Superior Region - consisting of Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity County - selected four categories as their local priorities: Loan Repayment, Educational Stipend, Peer Scholarship, and Retention Activities. The Superior Region has partnered with CalMHSA to administer three of these categories:

1. Loan Repayment

Eligible individuals include those who have obtained masters level or doctorate level degrees, or mental health professionals and administrative staff selected by individual counties as working in hard-to-fill or hard-to-retain positions. The definition of hard-to-fill or hard-to-retain positions will be identified by each individual county. Recipients would receive the first half of the funds after they complete a 12-month service obligation, and the second half of the funds after they complete a second 12-month service obligation. For recipients who are existing employees and have been employed for a minimum of 12 months upon application, the first half of the funds will be awarded upfront upon award, in exchange for a 12-month service obligation, and the second half of the funds will be awarded after the completion of the initial 12 month service obligation, in exchange for a further 12-month service obligation. Recipients will be able to apply for the award more than once.

2. Educational Stipend

Eligible students are those who participate in traditional, full-time face-to-face programs and those enrolled in part-time distributed learning programs will be eligible for educational stipends. Eligible individuals include those who have obtained masters level or doctorate level degrees, or mental health professionals and administrative staff selected by individual counties as working in hard-to-fill or hard-to-retain positions. In exchange for this stipend,

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (8547 : Amend CalMHSA Workforce Education and Training Agreement)

individuals would agree to work in a PMHS setting in the Superior Region for the equivalent of one year of full-time service in an approved position, regardless of number of years of stipend participation. This can be completed through full-time or part-time employment or, if approved by the agency and the school, through volunteer work. For all stipends, if the employment requirement is not fulfilled within a four-year period, then monetary payback will be required.

3. Peer Scholarship

Career development activities can include travel costs, registration to conferences, or specialized training costs. The SRP supports efforts to implement a statewide peer certification, which has yet to be established. The scholarship may be applied to costs related to statewide peer certification once it has been established. The scholarship may also be applied to areas related to pursing a higher education degree. In exchange for the Peer Specialist scholarships individuals would agree to work in a PMHS setting for the equivalent of one year of half-time service, in an approved position.

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (8547 : Amend CalMHSA Workforce Education and Training Agreement)

Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.

B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

D. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Act as the Fiscal and Administrative agent for the Program.
2. Draft, negotiate, and execute Participation Agreements (PAs) for each contributing county.
3. Invoice participating counties for county match funds.
4. Collect and hold county match funds.
5. Confirm matching funds and provide Superior Regional Lead, Butte County, and HCAI with copies of all PAs, invoices, and required financial statements.
6. Collect and hold OSHPD WET Grant Awards, as received from Superior Regional Lead, Butte County.
7. Manage awards for Loan Repayment, Educational Stipends and Peer Scholarships for contributing counties:
   a. Assist counties in developing expanded eligibility criteria by January 1, 2022.
   b. Review and score applications according to eligibility and scoring criteria.
   c. Communicate with applicants about award decisions and next steps.
   d. Assist counties in developing terms of agreement, including failure to meet/complete terms, by January 1, 2022.
   e. Assist counties in developing loan repayment verification statements by January 1, 2022.
   f. Provide support and follow up with awardees:

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (8547 : Amend CalMHSA Workforce Education and Training Agreement)

i. Obtain proof of eligibility by contacting the awardee's supervisor and confirming hours and employment.

ii. Confirm employment and adherence to the stipulations of the award on a quarterly basis within (30) days of the quarter end.

8. Disbursement of funds to awardees

a. Disburse loans, stipends, and scholarships directly to awardees or institutions/ foundations.

b. Ensure funds are disbursed only to awardees who have successfully completed their service obligations to the project. If it is determined that an awardee does not meet the service obligations outlined in the agreement between CalMHSA and the awardee, CalMHSA will cancel the award contract and inform the awardee of the decision, not distributing payment to the awardee.

c. If funds have been provided to an awardee and there is a later determination that the awardee has not met all obligations, CalMHSA will work to recoup all costs from the awardee, which may include sending the recoupment to a collections agency. CalMHSA cannot guarantee all funds will be recouped.

9. Manage and disburse funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.

10. Provide quarterly reports to participating counties to assist participating counties in their Annual Report process.

11. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.

12. Oversee the distribution and program management of funds, both match funds and OSHPD WET Grant Awards, to the Superior Region Partnership Counties.

13. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Transfer of full county match funds for the Program as specified in section V Fiscal Provisions, which Participant will pay upon execution of this agreement.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
3. Provide CalMHSA with eligibility and scoring criteria requirements and application window periods as applicable.
4. Provide feedback on Program performance.
5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (8547 : Amend CalMHSA Workforce Education and Training Agreement)

III. Duration, Term, and Amendment

A. The term of the Program is for forty-eight months.

B. This agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

B. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

A. Total County Match Funds

1. Participant's total County Match Fund requirement under the 2020-2025 WET Program is $46,425.22.

2. Participant's total County Match Fund requirement, listed in the paragraph above, is comprised of the following funds:

   a. County Match Funds to be collected from Participant in the amount of **$33,773.24**.
      i. Funding required from Participant will not exceed the County Match Funds of $33,773.24 collected under this agreement. The County Match Funds are due by Participant upon execution of this agreement.

   and;

   b. Participant's share of Superior Region Carryover Funds in the amount of $12,651.98.
      i. Participant's share of Superior Region Carryover funds will not be collected directly from Participant.

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (8547 : Amend CalMHSA Workforce Education and Training Agreement)

B. County Share of OSPHD Grant Award

1. County share of OSHPD Grant Award in the amount of $105,503.73 shall be transferred to CalMHSA by the Superior Regional Lead, Butte County, to administer under the terms of the MOU executed on October 26, 2021, between Butte County and CalMHSA.

2. NOTE. Under OSHPD Grant Agreement No. 20-10019 executed between OSPHD and Butte County, the OSPHD Grant Award shall be transferred to the Superior Regional Lead, Butte County, as outlined under Section E.1, Invoicing and Payment:
   a. Participant's share of OSHPD Grant Award in the amount of $89,678.17 upon completion of deliverables outlined under Section E.1 of the OSHPD Grant Agreement.
   b. Participant's share of OSHPD Regional Grant Award in the amount of $15,825.56, upon collection and verification of Region Match Funds, on or before July 31, 2024.

C. Total County Funding of $151,928.95 is inclusive of a CalMHSA Administrative Fee of 12.22% or $18,571.82.

D. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit C, County Specific Funding.

VI. Limitation of Liability and Indemnification

A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.

B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (8547 : Amend CalMHSA Workforce Education and Training Agreement)

EXHIBIT C –County Specific Funding
Participation Agreement

Colusa County Program Budget Allocation:

Program Funds Allocation for County	$133,357.13
Administrative Fee	$18,571.82
Total County Funding	$151,928.95

Superior Region WET Regional Partnership Colusa County Grant Match:

County Share of OSPHD Grant Award	$105,503.73
Total County Match Funds	$46,425.22
Total County Funding	$151,928.95

Note: The above "Total County Funding" is inclusive of a $18,571.82 CalMHSA Administrative Fee.

Attachment: C22-030 Cal MHSA #1011-WET-2021-NC (8547 : Amend CalMHSA Workforce Education and Training Agreement)

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT AMENDMENT
COVER SHEET

1. Colusa ("Participant") desires to participate in the Program identified below.

   Name of Program**: Superior Regional Partnership – HCAI WET Grant**

2. The Participation Agreement No.1004-WET-2021-COC is hereby amended by replacing Exhibits B and C in their entirety with the amended Exhibits B1 and C1 attached hereto.

3. The maximum amount payable under this Agreement is: **$33,773.24**

4. Funds payable under this agreement are subject to reversion:

   ☑ Yes: Reversion Date 6/30/2031

   ☐ No.

5. The term of the Program is July 1, 2021 through June 30, 2025.

6. Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., LMFT

Title: Executive Director Date: _____

Participant: Colusa County

Signed: _____ Name (Printed): _____

Title: [Board of Supervisors/ CAO] Date: _____

Signed: _____ Name (Printed): _____

Title: [County Counsel] Date: _____

Signed: _____ Name (Printed): _____

Title: [Director, Behavioral Health Department] Date: _____

Attachment: CalMHSA WET-2021-COC-A1 (6.15.22)v2 Amendment (8547 : Amend CalMHSA Workforce Education and Training Agreement)

Participation Agreement
EXHIBIT B1 – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.

B. CIBHS – Third-party administrator engaged by Lead County to act as the fiscal and administrative agent for Retention Activities under this Program.

C. HCAI – Department of Health Care Access and Information (formerly the Office of Statewide Health Planning and Development ("OSHPD")), a service organization focused on improving healthcare systems including workforce development and is the primary funder for this program.

D. Lead County – the County of Butte, in its capacity as Lead County for the Superior Region Counties to administer HCAI Grant Agreement No. 20-10019.

E. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

F. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

G. Program – The program identified in the Cover Sheet.

II. Responsibilities

A. Responsibilities of CalMHSA for Loan Repayment, Educational Stipends and Scholarships:

1. Act as the Fiscal and Administrative agent for loan repayment, stipends and scholarships.
2. Draft, negotiate, and execute Participation Agreements (PAs) for each contributing county.
3. Invoice participating counties for county match funds upon execution of the Participation Agreements.
4. Collect and hold county match funds.
   i. County match funds collected for Retention Activities will be held and administered by CIBHS.
5. Confirm match funds and provide Lead County and HCAI with copies of all PAs, invoices, and required financial statements.

Attachment: CalMHSA WET-2021-COC-A1 (6.15.22)v2 Amendment (8547 : Amend CalMHSA Workforce Education and Training Agreement)

6. Collect and hold HCAI WET Grant Award funds for loan repayment, stipends and scholarships, as received from Lead County, until such time as they are disbursed to awardees.

7. Manage awards for loan repayments, stipends and scholarships for contributing counties:

   a. Assist counties in developing expanded eligibility criteria.

   b. Assist counties in developing terms of agreement, including failure to meet/complete terms.

   c. Assist counties in developing loan repayment verification statements.

   d. Provide support and follow up with awardees:

      i. Obtain proof of eligibility by contacting the awardee's supervisor and confirming hours and employment.

      ii. Confirm employment and adherence to the stipulations of the award on a quarterly basis within (30) days of the quarter end.

8. Disbursement of funds to awardees

   a. Disburse funds allocated to loan repayment, stipends, and scholarships directly to awardees or institutions/ foundations.

   b. Ensure funds are disbursed only to awardees who have successfully completed their service obligations to the project. If it is determined that an awardee does not meet the service obligations outlined in the agreement between CalMHSA and the awardee, CalMHSA will cancel the award contract and inform the awardee of the decision, not distributing payment to the awardee.

   c. If funds have been provided to an awardee and there is a later determination that the awardee has not met all obligations, CalMHSA will work to recoup all costs from the awardee, which may include sending the recoupment to a collections agency. CalMHSA cannot guarantee all funds will be recouped.

9. Manage and disburse funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.

10. Provide quarterly reports to participating counties to assist participating counties in their Annual Report process.

11. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.

12. Oversee loan repayment, stipends and scholarships fund distribution and management to include both match funds and HCAI WET Grant Awards, to the Superior Region Partnership Counties.

13. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

Attachment: CalMHSA WET-2021-COC-A1 (6.15.22)v2 Amendment (8547 : Amend CalMHSA Workforce Education and Training Agreement)

B. Responsibilities of Participant:

1. Transfer of full county match funds for the Program as specified in section V Fiscal Provisions, which Participant will pay upon execution of this agreement.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
3. Provide feedback on Program performance.
4. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

III. Duration, Term, and Amendment

A. The term of the Program is for forty-eight months.

B. This agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.

B. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.

C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

A. <u>Total County Match Funds</u>

1. Participant's total County Match Fund requirement under the 2020-2025 WET Program is $46,425.22.

2. Participant's total County Match Fund requirement, listed in the paragraph above, is comprised of the following funds:

Attachment: CalMHSA WET-2021-COC-A1 (6.15.22)v2 Amendment (8547 : Amend CalMHSA Workforce Education and Training Agreement)

a. County Match Funds to be collected from Participant in the amount of $33,773.24.
    i. Funding required from Participant will not exceed the County Match Funds of $33,773.24 collected under this agreement. The County Match Funds are due by Participant upon execution of this agreement.
    ii. NOTE: The portion of the County Match Funds collected allocated for Retention Activities in the amount of $6,099.55 shall be administered by CIBHS.

and;

b. Participant's share of Superior Region Carryover Funds in the amount of $12,651.98.
    i. Participant's share of Superior Region Carryover funds will not be collected directly from Participant.

B. County Share of HCAI Grant Award

1. County share of HCAI Grant Award in the amount of $99,404.17 shall be administered by CalMHSA under the terms of the MOU Amendment fully executed on June 3, 2022, between Lead County and CalMHSA.
2. NOTE. Under HCAI Grant Agreement No. 20-10019 executed between HCAI and Lead County, the HCAI Grant Award shall be transferred to the Lead County, as outlined under Section E.1, Invoicing and Payment:
    a. 85% of Participant's share of HCAI Grant Award upon completion of deliverables outlined under Section E.1 of the HCAI Grant Agreement.
    b. 15% of Participant's share of HCAI Regional Grant Award upon collection and verification of Region Match Funds, on or before July 31, 2024.

C. Total County Funding administered by CalMHSA in the amount of $145,829.39 is inclusive of a CalMHSA Administrative Fee of $18,571.82.

D. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit C, County Specific Funding.

VI. Limitation of Liability and Indemnification

A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.

B. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising

Attachment: CalMHSA WET-2021-COC-A1 (6.15.22)v2 Amendment (8547 : Amend CalMHSA Workforce Education and Training Agreement)

providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

Attachment: CalMHSA WET-2021-COC-A1 (6.15.22)v2 Amendment (8547 : Amend CalMHSA Workforce Education and Training Agreement)

EXHIBIT C1 –County Specific Funding
Participation Agreement

Colusa County Program Budget Allocation
Administered by CalMHSA for
Loan Repayment, Educational Stipends and Scholarships

County Program Funds Administered by CalMHSA	**$127,257.57**
Administrative Fee	$18,571.82
Total County Funding Administered by CalMHSA	$145,829.39

HCAI Grant and County Match Funds
Administered by CalMHSA for
Loan Repayment, Educational Stipends and Scholarships

County Share of HCAI Grant Award Administered by CalMHSA	$99,404.17
Total County Match Funds Collected	$46,425.22
Total County Funding Administered by CalMHSA*	$145,829.39

Note: *The above "Total County Funding" is inclusive of a $18,571.82 CalMHSA Administrative Fee.

Attachment: CalMHSA WET-2021-COC-A1 (6.15.22)v2 Amendment (8547 : Amend CalMHSA Workforce Education and Training Agreement)

COUNTY OF COLUSA, CA **2.14**

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **5th Modification Crestwood Behavioral Health**

Approve 5th Modification with **Crestwood Behavioral Health,** Inc. for 24-hour skilled nursing facility care services.

Detailed Description/Background of request

Behavioral Health is requesting to enter into a fifth modification with Crestwood Behavioral Health that provides County with 24 hour skilled nursing services for patients who may have histories of, and who, without adequate treatment, are at risk of displaying behavioral symptoms such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness. Behavioral Health currently has two consumers placed at this facility.

Behavioral Health is requesting to replace Attachment "B" Rates with a new Attachment "B" that reflects the rates for FY 22/23 which have been updated since the previous modification. The FY 22/23 rates will remain the same but Crestwood Behavioral Health has requested that the column named "Room and Board / Per Diem without SSI" on page 5 be excluded in its entirety.
All other terms and conditions remain the same.

Prior Board Action

C18-091, C19-073, C20-079, C21-071 and C22-074

Fiscal Impact/Funding Source

Budgeted: 003-55270-713-0; the fiscal impact shall not exceed $200,000 per fiscal year.

Action for the Clerk

Please obtain signatures and forward to:

Attn. Elena Mashkevich
520 Capitol Mall Suite 800
Sacramento, CA 95814

ATTACHMENTS:

- 5th Mod to Crestwood Behavioral Health (DOCX)
- C22-074 4th Mod Crestwood Behavioral Health, Inc (PDF)

- C21-071 3rd Mod Crestwood Behavioral Health Inc (PDF)
- C20-079 2nd Mod Crestwood (PDF)
- C19-073 1st Mod Crestwood (PDF)
- C18-091 Original Crestwood (PDF)

C22-_____

Fifth Modification of Contract C18-091 for 24-Hour Skilled Nursing Services

This Fifth Modification of Contract C18-091 for Skilled Nursing Facility Services is between the County of Colusa (County), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc., a Delaware corporation ("Contractor").

Background

On July 1, 2018, the parties executed Contract C18-091 for 24-hour skilled nursing facility care services.

On May 14, 2019, the parties executed a First Modification of the Contract (C19-073) to extend the termination date and update the rates.

On May 19, 2020, the parties executed a Second Modification of the Contract (C20-079) to extend the termination date and update the rates.

On July 1, 2021, the parties executed a Third Modification of the Contract (C21-071) to extend the termination date and update the rates.

On May 10, 2022, the parties executed a Fourth Modification of the Contract (C22-074) to extend the termination date and update the rates.

The parties now want to modify the Contract to correct the rates for fiscal year 2022/2023.

Modification

The parties agree to modify the Contract effective July 1, 2022, as follows:

1. Attachment "B" is deleted in its entirety and replaced with a new Attachment "B" Rate Sheet, attached hereto.

COUNTY OF COLUSA

_____Date:_____
J. Merced Corona, Board Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

CRESTWOOD BEHAVIORAL HEALTH, INC.

_____Date:_____
Signature

_____
Printed name and title

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

_____
Melissa Kitts, Deputy

Attachment: 5th Mod to Crestwood Behavioral Health (8548 : 5th Modification Crestwood Behavioral Health)

C22-_____

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2022*

SNF/STP - IMD Designation	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	**243.40**	28.00 51.00 67.00 129.00 Negotiated
SNF/STP	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 40.00 42.00 67.00 97.00 129.00 Negotiated
Crestwood Manor Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 45.00 67.00 97.00 129.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 36.00 67.00 106.00 154.00 Negotiated
SNF	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	154.00 Negotiated

Attachment: 5th Mod to Crestwood Behavioral Health (8548 : 5th Modification Crestwood Behavioral Health)

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers

Crestwood Center	Level 1	389.00
Sacramento MHRC - 1106	Level 2	354.00
NPI - 1356411656	Level 3	321.00
Crestwood Behavioral Health Ctr	Level 1	424.00
San Jose MHRC - 1107	Level 2	340.00
NPI - 1376623256	Level 3	331.00
Crestwood Behavioral Health Ctr		334.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	720.00
Bakersfield MHRC - 1115	MIST	450.00
NPI - 1275610800	Level 1	389.00
	Level 2	354.00
	Level 3	319.00
Crestwood C.E.N.T.E.R.	Level 1	380.00
Angwin MHRC - 1116	Level 2	302.00
NPI - 1316024953	Level 3	249.00
Kingsburg Healing Center	Level 1	494.00
Kingsburg MHRC - 1140	Level 2	437.00
NPI – 1073989661	Level 3	375.00
	Bedhold	Current Rate minus Raw Food Cost**
Crestwood Recovery and Rehab	Level 1	391.00
Vallejo MHRC - 1141	Level 2	332.00
NPI - 1508935834	Level 3	294.00
	Level 4	276.00
Crestwood San Diego	Level 1	469.00
San Diego MHRC - 1154	Level 2	402.00
NPI - 1295146934	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**
Crestwood Chula Vista	Level 1	469.00
Chula Vista MHRC - 1164	Level 2	402.00
NPI - 1023495181	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**

Attachment: 5th Mod to Crestwood Behavioral Health (8548 : 5th Modification Crestwood Behavioral Health)

C22-_____

San Francisco Healing Center		519.00
San Francisco MHRC - 1166	Bedhold	Current Rate minus Raw Food Cost**
NPI - 1447758024		
Fallbrook Healing Center	Level 1	487.00
Fallbrook Healing - 1167	Level 2	417.00
NPI - 1639738297	Level 3	348.00
	Bedhold	Current Rate minus Raw Food Cost**
Champion Healing Center	MIST	550.00
Lompoc - 1170	Level 1	541.00
NPI - 31487282273	Level 2	458.00
	Level 3	380.00

** Bed hold rate raw food reduction is $8.73 for FY 21/22

Attachment: 5th Mod to Crestwood Behavioral Health (8548 : 5th Modification Crestwood Behavioral Health)

C22-_____

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Psychiatric Health Facilities	***Room and Board/Per Diem***	***Room and Board/Per Diem for indigent client***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	963.00	1,113.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	963.00	1,113.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1,125.00	1,275.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	1,038.00	1,188.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	1,038.00	1,188.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175 NPI - 1043848831	1,040.00	1,190.00

Adult Residential Facilities/Social Rehabilitation Center	***Patch/Enhancement Per Day***
Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	218.00
Our House Solano Our House ARF - 1136 NPI – 1750452199	165.00

Attachment: 5th Mod to Crestwood Behavioral Health (8548 : 5th Modification Crestwood Behavioral Health)

C22-_____

Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	230.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	165.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	165.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	223.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	230.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	165.00
Hummingbird Healing House San Diego - 1168 NPI - 1992206734	182.00

Attachment: 5th Mod to Crestwood Behavioral Health (8548 : 5th Modification Crestwood Behavioral Health)

C22-074

Fourth Modification of Contract C18-091 for 24-Hour Skilled Nursing Services

This Fourth Modification of Contract C18-091 for Skilled Nursing Facility Services is between the County of Colusa (County), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc., a Delaware corporation ("Contractor").

Background

On July 1, 2018, the parties executed Contract C18-091 for 24-hour skilled nursing facility care services.

On May 14, 2019, the parties executed a First Modification of the Contract (C19-073) to extend the termination date and update the rates.

On May 19, 2020, the parties executed a Second Modification of the Contract (C20-079) to extend the termination date and update the rates.

On July 1, 2021, the parties executed a Third Modification of the Contract (C21-071) to extend the termination date and update the rates.

The parties now want to modify the Contract to extend the termination date and update rates for fiscal year 2022/2023.

Modification

The parties agree to modify the Contract effective July 1, 2022, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2022 to June 30, 2023;

2. Attachment "B" is deleted in its entirety and replaced with a new Attachment "B" Rate Sheet, attached hereto.

COUNTY OF COLUSA

Date: 5/10/22

J. Merced Corona, Board Chair

CRESTWOOD BEHAVIORAL HEALTH, INC.

Date: 5-16-22

Signature

Elena Mashkevich, Executive Director of County Contrc

Printed name and title

APPROVED AS TO FORM

Richard Stout, County Counsel

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

Patricia Rodriguez, Deputy

Attachment: C22-074 4th Mod Crestwood Behavioral Health, Inc (8548 : 5th Modification Crestwood Behavioral Health)

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2022*

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF/STP - IMD Designation	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	**243.40**	28.00 51.00 67.00 129.00 Negotiated
SNF/STP	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 40.00 42.00 67.00 97.00 129.00 Negotiated
Crestwood Manor Modesto SNF - 1112 NPI - 1508884487	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 45.00 67.00 97.00 129.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	28.00 36.00 67.00 106.00 154.00 Negotiated
SNF	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	154.00 Negotiated

Attachment: C22-074 4th Mod Crestwood Behavioral Health, Inc (8548 : 5th Modification Crestwood Behavioral Health)

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2022

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers	***Room and Board/Per Diem***	
Crestwood Center	Level 1	389.00
Sacramento MHRC - 1106	Level 2	354.00
NPI - 1356411656	Level 3	321.00
Crestwood Behavioral Health Ctr	Level 1	424.00
San Jose MHRC - 1107	Level 2	340.00
NPI - 1376623256	Level 3	331.00
Crestwood Behavioral Health Ctr		334.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	720.00
Bakersfield MHRC - 1115	MIST	450.00
NPI - 1275610800	Level 1	389.00
	Level 2	354.00
	Level 3	319.00
Crestwood C.E.N.T.E.R.	Level 1	380.00
Angwin MHRC - 1116	Level 2	302.00
NPI - 1316024953	Level 3	249.00
Kingsburg Healing Center	Level 1	494.00
Kingsburg MHRC - 1140	Level 2	437.00
NPI – 1073989661	Level 3	375.00
	Bedhold	Current Rate minus Raw Food Cost**
Crestwood Recovery and Rehab	Level 1	391.00
Vallejo MHRC - 1141	Level 2	332.00
NPI - 1508935834	Level 3	294.00
	Level 4	276.00
Crestwood San Diego	Level 1	469.00
San Diego MHRC - 1154	Level 2	402.00
NPI - 1295146934	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**

Attachment: C22-074 4th Mod Crestwood Behavioral Health, Inc (8548 : 5th Modification Crestwood Behavioral Health)

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2022*

Crestwood Chula Vista	Level 1	469.00
Chula Vista MHRC - 1164	Level 2	402.00
NPI - 1023495181	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**
San Francisco Healing Center		519.00
San Francisco MHRC - 1166	Bedhold	Current Rate minus Raw Food Cost**
NPI - 1447758024		
Fallbrook Healing Center	Level 1	487.00
Fallbrook Healing - 1167	Level 2	417.00
NPI - 1639738297	Level 3	348.00
	Bedhold	Current Rate minus Raw Food Cost**
Champion Healing Center	MIST	550.00
Lompoc - 1170	Level 1	541.00
NPI - 31487282273	Level 2	458.00
	Level 3	380.00

** Bed hold rate raw food reduction is $8.73 for FY 21/22

Attachment: C22-074 4th Mod Crestwood Behavioral Health, Inc (8548 : 5th Modification Crestwood Behavioral Health)

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2022*

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Psychiatric Health Facilities	*Room and Board/Per Diem*	*Room and Board/Per Diem for indigent client*
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	963.00	1,113.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	963.00	1,113.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1,125.00	1,275.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	1,038.00	1,188.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	1,038.00	1,188.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175 NPI - XXXXXXXXXX	1,040.00	1,190.00

Attachment: C22-074 4th Mod Crestwood Behavioral Health, Inc (8548 : 5th Modification Crestwood Behavioral Health)

ATTACHMENT B

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2022*

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Adult Residential Facilities/Social Rehabilitation Center	***Room and Board/Per Diem with SSI***	***Room and Board/Per Diem without SSI***
Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	218.00	253.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	165.00	200.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	230.00	265.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	165.00	200.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	165.00	200.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	223.00	258.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	230.00	265.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	165.00	200.00
Hummingbird Healing House San Diego - 1168 NPI - 1992206734	182.00	217.00

Attachment: C22-074 4th Mod Crestwood Behavioral Health, Inc (8548 : 5th Modification Crestwood Behavioral Health)

C21-071

Third Modification of Contract C18-091 for 24-Hour Skilled Nursing Services

This Third Modification of Contract C18-091 for Skilled Nursing Facility Services is between the County of Colusa (County), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc., a Delaware corporation ("Contractor").

Background

On July 1, 2018, the parties executed Contract C18-091 for 24-hour skilled nursing facility care services.

On May 14, 2019, the parties executed a First Modification of the Contract (C19-073) to extend the termination date and update the rates.

On May 19, 2020, the parties executed a Second Modification of the Contract (C20-079) to extend the termination date and update the rates.

The parties now want to modify the Contract to extend the termination date and update rates for fiscal year 2021/2022.

Modification

The parties agree to modify the Contract effective July 1, 2021, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2021 to June 30, 2022;

2. Attachment "B" is replaced in its entirety with a new Attachment "B" Rate Sheet.

COUNTY OF COLUSA

Date: 5/11/21

Gary J. Evans, Board Chair

CRESTWOOD BEHAVIORAL HEALTH, INC.

Date: 5/20/2021

Signature

Elena Mashkevich, Director of County Contracts

Printed name and title

APPROVED AS TO FORM

Margaret Long, Interim County Counsel

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

by Melissa Kitts

Melissa Kitts, Deputy

Attachment: C21-071 3rd Mod Crestwood Behavioral Health Inc (8548 : 5th Modification Crestwood Behavioral Health)

C21-071

ATTACHMENT B

RATE SHEET

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF/STP - IMD Designation	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Wellness and Recovery Ctr Redding SNF/STP (IMD) - 1122 NPI - 1194743088	**235.16**	25.00 46.00 61.00 117.00 Negotiated
SNF/STP	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Manor - Stockton San Joaquin SNF/STP - 1104 NPI - 1730128174	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	25.00 36.00 38.00 61.00 88.00 117.00 Negotiated
Crestwood Manor - Modesto Stanislaus SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	25.00 41.00 61.00 88.00 117.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	25.00 33.00 61.00 96.00 140.00 Negotiated
SNF		
Crestwood Treatment Center - Fremont Alameda SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	140.00 Negotiated

Attachment: C21-071 3rd Mod Crestwood Behavioral Health Inc (8548 : 5th Modification Crestwood Behavioral Health)

C21-071

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2021

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers (MHRC)	***Room and Board/Per Diem***	
Crestwood Center - Sacramento	Level 1	370.00
Sacramento MHRC - 1106	Level 2	337.00
NPI - 1356411656	Level 3	306.00
Crestwood Behavioral Health Ctr – San Jose	Level 1	404.00
Santa Clara MHRC - 1107	Level 2	324.00
NPI - 1376623256	Level 3	315.00
Crestwood Behavioral Health Ctr - Eureka		318.00
Humboldt MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr - Bakersfield	Level 1 (1:1)	696.00
Kern MHRC - 1115	Level 2	370.00
NPI - 1275610800	Level 3	337.00
	Level 4	304.00
Crestwood Center at Angwin, Napa Valley	Level 1	362.00
Napa MHRC - 1116	Level 2	288.00
NPI - 1316024953	Level 3	235.00
Kingsburg Healing Center	Level 1	475.00
Fresno MHRC - 1140	Level 2	416.00
NPI – 1073989661	Level 3	357.00
	Bedhold	297.00
Crestwood Recovery and Rehab Ctr– Vallejo	Level 1	372.00
Solano MHRC - 1141	Level 2	316.00
NPI - 1508935834	Level 3	280.00
	Level 4	263.00

Attachment: C21-071 3rd Mod Crestwood Behavioral Health Inc (8548 : 5th Modification Crestwood Behavioral Health)

C21-071

Crestwood San Diego	Level 1	454.00
San Diego MHRC - 1154	Level 2	389.00
NPI - 1295146934	Level 3	323.00
	Bedhold	314.65
Crestwood Chula Vista	Level 1	454.00
San Diego MHRC - 1164	Level 2	389.00
NPI - 1023495181	Level 3	323.00
	Bedhold	314.65
San Francisco Healing Center	SF Blended Rate	495.00
San Francisco MHRC - 1166	Bedhold	486.65
NPI - 1447758024		
Fallbrook Healing Center	Level 1	464.00
San Diego MHRC - 1167	Level 2	397.00
NPI - 1639738297	Level 3	331.00
	Bedhold	317.00
Champion Healing Center - Lompoc	Level 1	530.00
Santa Barbara MHRC - 1170	Level 2	440.00
NPI - XXXXXXXXXX	Level 3	362.00

Attachment: C21-071 3rd Mod Crestwood Behavioral Health Inc (8548 : 5th Modification Crestwood Behavioral Health)

C21-071

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Psychiatric Health Facilities (PHF)	***Room and Board/Per Diem***
Crestwood PHF - Carmichael American River, Sacramento - 1153 NPI - 1972827343	900.00
Crestwood Center PHF - Sacramento Sacramento - 1156 NPI - 1669734075	900.00
Crestwood PHF – San Jose Santa Clara - 1157 NPI - 1598065047	1,082.00
Crestwood Bakersfield PHF Kern – 1158 NPI - 1194034645	975.00
Crestwood Solano PHF – Vallejo Solano PHF - 1159 NPI - 1780009142	998.00
Crestwood Sonoma PHF Sonoma PHF - XXXX NPI - XXXXXXXXXX	1,000.00

Attachment: C21-071 3rd Mod Crestwood Behavioral Health Inc (8548 : 5th Modification Crestwood Behavioral Health)

C21-071

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Pathways ARF - Eureka Humboldt, Social Rehabilitation Center - 1125 NPI - 1811374564	198.00
Crestwood Solano Our House, ARF at Vallejo Solano ARF - 1136 NPI - 1750452199	150.00
Bridge Program – Bakersfield ARF Bakersfield, Social Rehabilitation Center-1137 NPI - 1265501597	209.00
American River Resident. Services-Carmichael Sacramento ARF - 1139 NPI - 1104905645	150.00
Bridge Program - Pleasant Hill Contra Costa ARF - 1143 NPI - 1669543005	150.00
The Pathway - Pleasant Hill Contra Costa, Social Rehab Center- 1144 NPI - 1578634911	203.00
Bridge Program - Fresno Fresno, Social Rehabilitation Center - 1145 NPI - 1093892663	209.00
Crestwood Hope Center – Vallejo Solano RCFE - 1152 NPI - 1962702324	150.00
Hummingbird Healing House – San Diego San Diego Social Rehabilitation Center - 1168 NPI - 1992206734	195.00

Attachment: C21-071 3rd Mod Crestwood Behavioral Health Inc (8548 : 5th Modification Crestwood Behavioral Health)

C21-071

HELIOS HEALTHCARE, LLC **7/1/2021**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF	Room and Board/Per Diem	Patch/Enhancement
Idylwood Care Center	Medi-Cal Published Rate	117.00
Idylwood SNF - 2733	**Indigent/Medi-Cal Ineligible	140.00
NPI - 1770501744		170.00
		Negotiated

Attachment: C21-071 3rd Mod Crestwood Behavioral Health Inc (8548 : 5th Modification Crestwood Behavioral Health)

Health, Inc.

5/11/21

Behavioral Health

C20-079

Second Modification of Contract C18-091 for 24-Hour Skilled Nursing Services

This Second Modification of Contract C18-091 for Skilled Nursing Facility Services is between the County of Colusa (County), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc., a Delaware corporation ("Contractor").

Background

On July 1, 2018, the parties executed Contract C18-091 for 24-hour skilled nursing facility care services.

On May 14, 2019, the parties executed a First Modification of the Contract (C19-073) to extend the termination date and update the rates.

The parties now want to modify the Contract to extend the termination date and update rates for fiscal year 2020/2021.

Modification

The parties agree to modify the Contract effective May 19, 2020, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2020 to June 30, 2021;

2. Attachment "B" is replaced in its entirety with a new Attachment "B" Rate Sheet.

COUNTY OF COLUSA

Date: 5/19/20

Denise J. Carter, Board Chair

CRESTWOOD BEHAVIORAL HEALTH, INC.

Date: 5/31/20

Signature

Elena Mashkevich, Director of County Contra

Printed name and title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

by

Melissa Kitts, Deputy

Attachment: C20-079 2nd Mod Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

C20-079

ATTACHMENT B

RATE SHEET

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2020**

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers	***Room and Board/Per Diem***	
Crestwood Center	Level 1	356.00
Sacramento MHRC - 1106	Level 2	324.00
NPI - 1356411656	Level 3	294.00
Crestwood Behavioral Health Ctr	Level 1	388.00
San Jose MHRC - 1107	Level 2	312.00
NPI - 1376623256	Level 3	303.00
Crestwood Behavioral Health Ctr		306.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level 1 (1:1)	672.00
Bakersfield MHRC - 1115	Level 2	356.00
NPI - 1275610800	Level 3	324.00
	Level 4	292.00
Crestwood C.E.N.T.E.R.	Level 1	348.00
Angwin MHRC - 1116	Level 2	277.00
NPI - 1316024953	Level 3	226.00
Kingsburg Healing Center	Level 1	459.00
Kingsburg MHRC - 1140	Level 2	402.00
NPI - 1073989661	Level 3	345.00
	Bedhold	287.00
Crestwood Recovery and Rehab	Level 1	359.00
Vallejo MHRC - 1141	Level 2	305.00
NPI - 1508935834	Level 3	271.00
	Level 4	254.00
Crestwood San Diego	Level 1	441.00
San Diego MHRC - 1154	Level 2	379.00
NPI - 1295146934	Level 3	316.00
	Bedhold	307.00
Crestwood Chula Vista	Level 1	441.00
Chula Vista MHRC - 1164	Level 2	379.00
NPI - 1023495181	Level 3	316.00
	Bedhold	307.00
San Francisco Healing Center	Level 1	563.00
San Francisco MHRC - 1166	Level 2	497.00
NPI - 1447758024	Level 3	480.00
	Level 3A	446.00
	Bedhold	306.00
Fallbrook Healing Center	Level 1	448.00
Fallbrook Healing - 1167	Level 2	384.00
NPI - 1639738297	Level 3	320.00
	Bedhold	306.00

Attachment: C20-079 2nd Mod Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

C20-079

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2020

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Psychiatric Health Facilities	***Room and Board/Per Diem***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	861.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075 -	867.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1050.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	947.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	969.00

Attachment: C20-079 2nd Mod Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

C20 079

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2020

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	192.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	134.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	203.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	134.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	134.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	197.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	203.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	139.00
Hummingbird Healing House Pathways San Diego - 1168	150.00

Attachment: C20-079 2nd Mod Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

C20 079

CRESTWOOD BEHAVIORAL HEALTH, INC. 7/1/2020

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF/STP - IMD Designation	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Wellness and Recovery Ctr Redding IMD - 1122 NPI - 1194743088	**227.21**	24.00 45.00 59.00 114.00 Negotiated
SNF/STP	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Manor Stockton SNF/STP - 1104 NPI - 1730128174	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 35.00 37.00 59.00 85.00 114.00 Negotiated
Crestwood Manor Modesto SNF - 1112 NPI - 1508884487	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 40.00 59.00 85.00 114.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	24.00 32.00 59.00 93.00 136.00 Negotiated
SNF	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	136.00 Negotiated

Attachment: C20-079 2nd Mod Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

C20-079

HELIOS HEALTHCARE, LLC

The following rates include room and board, nursing care, special treatment program, OTC medications, dietary, etc. Physician services, pharmacy and other are not included in the per diem rate and are separately billable in accordance with Title 22.

SNF	Room and Board/Per Diem	Patch/Enhancement
Idylwood Care Center Idylwood SNF - 2733 NPI - 1770501744	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	114.00 136.00 165.00 Negotiated

Attachment: C20-079 2nd Mod Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

C19-073

First Modification of C18-091 for 24-Hour Skilled Nursing Services

This First Modification of Contract C18-091 for Skilled Nursing Facility Services is between the County of Colusa (County), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc., a Delaware corporation ("Contractor").

Background

On July 1, 2018, the parties executed Contract C18-091 for 24-hour skilled nursing facility care services.

The parties now want to modify the Contract to extend the termination date and update rates for fiscal year 2019/2020.

Modification

The parties agree to modify the Contract effective May 14, 2019, as follows:

1. Section 2, Term, of the Contract is modified to extend the term of the Contract from June 30, 2019 to June 30, 2020;

2. Section 3, Compensation, is modified to add the following "Compensation shall not exceed $200,000.00 per fiscal year; and

3. Attachment "B" is replaced in its entirety with a new Attachment "B" Rate Sheet.

COUNTY OF COLUSA

Date: 5/14/19

Kent S. Boes, Board Chair

CRESTWOOD BEHAVIORAL HEALTH, INC.

Date: 6/18/19

Signature

GARY ZEYEN

DIRECTOR OF COUNTY CONTRACTS

Printed name and title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

by

Patricia Rodriquez, Deputy

Attachment: C19-073 1st Mod Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

C 19-073

ATTACHMENT B

RATE SHEET

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

IMD 18-64

	BASIC	ENHANCED	TOTAL
CRESTWOOD WELLNESS AND RECOVERY CTR-REDDING			
	219 53	23 00	242 53
	219 53	44 00	263 53
	219 53	57 00	276.53
	219 53	111 00	330 53

Attachment: C19-073 1st Mod Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

C19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

TOTAL WITH ENHANCED SERVICES

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

NON IMD 18-64

STOCKTON				23 00	23.00
				34 00	34 00
				36 00	36 00
				57.00	57 00
				83 00	83 00
				111 00	111 00
SUB ACUTE				NEGOTIABLE	
	NON MEDI CAL	****			
MODESTO				23 00	23.00
				39 00	39.00
				57 00	57 00
				83 00	83.00
				111.00	111 00
SUB ACUTE				NEGOTIABLE	
	NON MEDI CAL	****			
FREMONT GTC	NON MEDI CAL	****		132 00	
	NEURO-BEHAV			132.00	132.00
	CONVERSION(REQUIRES PRIV ROOM)				286.00
CRESTWOOD MANOR FREMONT				23.00	23 00
			0.00	31 00	31 00
			0 00	57 00	57 00
				90 00	90.00
				132 00	132 00

**** Medi-Cal Published Rate

Attachment: C19-073 1st Mod Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C

MENTAL HEALTH REHAB CENTERS

SACRAMENTO MHRC	LEVEL 1	344 00
	LEVEL 2	313.00
	LEVEL 3	284 00
SAN JOSE	LEVEL 1	375 00
	LEVEL 2	301 00
	LEVEL 3	293 00
VALLEJO	LEVEL 1	347 00
	LEVEL 2	295 00
	LEVEL 3	262 00
	LEVEL 4	245 00
ANGWIN	LEVEL 1	336.00
	LEVEL 2	268 00
	LEVEL 3	218 00
BAKERSFIELD	LEVEL 1	649 00
	LEVEL 2	344 00
	LEVEL 3	313 00
	LEVEL 4 (1 1)	282 00
EUREKA		296 00
SAN DIEGO	LEVEL 1	426 00
	LEVEL 2	366.00
	LEVEL 3	305 00
	BED HOLD	297 00
CHULA VISTA		
	LEVEL 1	426 00
	LEVEL 2	366 00
	LEVEL 3	305 00
	BED HOLD	297 00
KINGSBURG	LEVEL 1	443 00
	LEVEL 2	388 00
	LEVEL 3	333 00
	BED HOLD	277 00

Attachment: C19-073 1st Mod Crestwood (8548 : 5th Modification Crestwood Behavioral

C19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

SAN FRANCISCO		
	LEVEL 1	544 00
	LEVEL 2	480 00
	LEVEL 3	464 00
	LEVEL 3-A	431 00
	BED HOLD	296 00
FALLBROOK		
	LEVEL 1	433.00
	LEVEL 2	371.00
	LEVEL 3	309 00
	BED HOLD	296.00
LOMPOC		
	LEVEL 1	433 00
	LEVEL 2	375 00
	LEVEL 3	350.00
	BED HOLD	296.00

Attachment: C19-073 1st Mod Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

C19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511 C.

PSYCHIATRIC HEALTH FACILITIES

SACRAMENTO	867 00
SAN JOSE	1,019 00
SOLANO	941 00
KERN	1,044 00
AMERICAN RIVER	860 00

Attachment: C19-073 1st Mod Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

C19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

COMMUNITY CARE CENTERS

EUREKA PATHWAY	186 00
OUR HOUSE	130.00
BRIDGE(KERN)	197 00
AMERICAN RIVER RESIDENTIAL	130 00
PLEASANT HILL BRIDGE	130.00
PLEASANT HILL PATHWAYS	191 00
FRESNO	197 00
VALLEJO RCFE	135 00
CRESTWOOD BEHVIORAL PATHWAYS SAN DIEGO	135 00

Attachment: C19-073 1st Mod Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

C 19-073

CRESTWOOD BEHAVIORAL HEALTH, INC.

07/01/2019

GEROPSYCH 65+

	ENHANCED	TOTAL
STOCKTON	0	0 00
	23 00	23.00
	57 00	57 00
	SPECIAL	
MODESTO	0	0 00
	23 00	23 00
	57 00	57 00
	SPECIAL	
REDDING GTC	0	0 00
	23.00	23 00
	57 00	57 00
	SPECIAL	
CRESTWOOD MANOR-FREMONT	0 00	0.00
	23 00	23 00
	31 00	31 00
	57 00	57.00

Attachment: C19-073 1st Mod Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

County of Colusa
Department of Behavioral Health

Terence Rooney, Ph.D., Director

162 East Carson Street
Colusa, CA 95932
Phone: (530) 458-0520
Fax: (530) 458-7751

MEMO

RECEIVED
JUN 24 2019
COUNTY OF COLUSA
BOARD OF SUPERVISORS

DATE: June 20, 2019

TO: Board Clerks

FROM: Debbie Hickel, Behavioral Health

SUBJECT: Contract with Crestwood

On May 14, 2019, the Board of Supervisors approved a contract with Crestwood. On May 20, 2019, I sent the signed contracts to Crestwood for their signature. I followed up with Crestwood to inquire about the contract since I have not yet it back. They stated that they have not received it.

I then emailed the contract to Crestwood requesting they sign two copies and forward to me. Could you please obtain the additional signatures and return a copy to Crestwood? Address:

Crestwood Behavioral Health, Inc.
~~P.O. Box 7095~~ 520 Capital Mall, Suite 800
Sacramento ~~Stockton~~, CA ~~95267-0095~~ 95814
Attention: Gary L. Zeyen, Director of County Contracts

Thank you!

Attachment: C19-073 1st Mod Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

Crestwood Behavioral Health for Skilled Nursing Facility Services

This Skilled Nursing Facility Services Contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Crestwood Behavioral Health, Inc., a Delaware corporation ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with 24-hour skilled nursing facility care for County patients, as more specifically described in Exhibit "A and B".

2. **Term:** This Contract shall begin on July 1, 2018 and shall continue through June 30, 2019.

3. **Compensation:** Compensation to be paid to Contractor shall be in accordance with the schedule as detailed in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Monthly, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of the invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices. Contractor shall provide County a completed IRS form W-9 before payments will be issued from County.

   A. **Invoices shall:**
      1) Be prepared on Contractor's letterhead.
      2) Bear Contractor's name as shown on the contract.
      3) Bear the contract number.
      4) Itemize the costs incurred.
      5) Include a summary of the services provided.
      6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

   B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.

   B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

   C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **HIPPA Compliance:** The Parties agree to comply with the Colusa County Business Associate Agreement specific in Attachment "C" attached hereto and incorporated herein

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

by reference, which is added to this agreement to comply with the privacy requirements of the Health Insurance Portability and Accountability Act (HIPPA).

10. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:

    A. **Workers' Compensation Coverage:** To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

    B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

    C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles.

    D. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice coverage in an amount not less than one million dollars ($1,000,000) per occurrence. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

    E. **Policy Endorsements:** All insurance, except workers' compensation, shall include an endorsement or an amendment to the policy of insurance:

        1) Naming County, its elected officials, officers, employees, agents and volunteers as additional named insureds with respect to liability arising out of any and all work performed by or on behalf of the Contractor under this Contract;

        2) Providing that Contractor's insurance shall be the primary insurance as respects County, its elected or appointed officers, officials, employees,

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall not be called upon to contribute to a loss covered by Contractor's insurance;

3) Providing the policy of insurance shall act for each insured and additional insureds as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company;

4) Providing that the insurer waives all rights of subrogation against County, its elected or appointed officers, officials, employees, agents or volunteers;

5) Providing any failure to comply with the reporting provisions of the policy of insurance shall not affect coverage provided to County, its elected or appointed officers, officials, employees agents, or volunteers;

6) Providing broad-form contractual liability coverage insuring contractor's indemnity obligations under this contract; and

7) Providing that coverage under the policy shall not be suspended, voided, reduced or cancelled in coverage or in limits without thirty (30) days written notice certain to County.

F. **Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County before work begins. At County's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

G. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies affecting coverage required by this Contract.

11. **Performance Standards:** Contractor shall use the standard of care in its profession and comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. **Licenses:** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance, and approvals which are legally required of Contractor to practice its trade and/or profession.

13. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

14. **Written Notification**: Any notice, demand, request, consent, approval, or

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., 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. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:
Department of Behavioral Health
162 E. Carson Street
Colusa, California 95932
(530) 458-0520
Att: Terence Rooney, Ph.D., Director

If to Contractor:
Crestwood Behavioral Health, Inc.
Attention: Gary Zeyen
P.O. Box 980483
West Sacramento, CA 95798-4893

15. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

16. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

17. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

18. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

19. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

20. **Termination**: This Contract may be terminated for the following reasons:

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

B. By either party without cause upon fifteen (15) days written notice of termination.

21. Partial Invalidity. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

22. Attachments: All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment "A" Services Required
B. Attachment "B" Rate Sheet
C. Attachment "C" HIPAA Business Associate Addendum

COUNTY OF COLUSA

Gary J. Evans, Board Chair

CRESTWOOD BEHAVIORAL HEALTH, INC.

Signature

GARY ZOTTOLA CONTRACTS

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By

Patricia Rodriguez, Deputy

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

ATTACHMENT A

SERVICES REQUIRED

1. Contractor shall admit County patients with a DSM IV diagnosis or current equivalent, subject to bed availability, the order of a physician and compliance with reasonable admission policies and procedures. Individuals in need of 24-hour skilled nursing services, patients who may have histories of, and who, without adequate treatment, are at risk of displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall also be considered acceptable for admission. Frequency, scope and severity of these behaviors are a determining factor to be negotiated on an individual patient basis between the County and Contractor. The County may grant individual exceptions to these admissions criteria. It is agreed by the County and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illness (without a psychiatric component), shall not be considered for admission. All admissions are subject to the prior authorization process described below.

2. Prior Authorization: County shall develop a prior authorization form which must be completed for each patient admitted by Contractor under this contract. At a minimum, this form shall contain a clear patient identification admission date, County approval of the admission, Contractor commitment to reimburse Contractor for care as set forth in Exhibit B.

3. Process: County liaison shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization form on the basis of verbal authorization from the county liaison by mutual consent of the County and Contractor provided County supplies a completed form within three (3) days from the date of admission.

4. It is agreed by both Contractor and County that the basic service level fully complies with Title 22 of the California Code of Regulations, Section 72445, which includes life skill training, money management, training on accessing community services, transitional programs and discharge planning with County staff. It is further agreed by the Contractor that basic services will also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual/bicultural programming as appropriate.

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

ATTACHMENT ~~A~~ B

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2018**

The following rates include nursing care, recovery oriented programs, activity program, OTC medications, dietary, room and board, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

Mental Health Rehabilitation Centers	Room and Board/Per Diem		Patch/Enhancement
Crestwood Center Sacramento MHRC - 1106	Level 1 Level 2	227.00 274.00	
Crestwood Behavioral Health Ctr San Jose MHRC - 1107	Level 1 Level 2 (Pregnant)	271.00 283.00	
Crestwood Behavioral Health Ctr Eureka MHRC - 1110		286.00	
Crestwood Behavioral Health Ctr Bakersfield MHRC - 1115	Level 1 Level 2 (1:1)	274.00 609.00	
Crestwood C.E.N.T.E.R. Angwin MHRC - 1116	Level 1 Level 2 Level 3	325.00 259.00 211.00	
Kingsburg Healing Center Kingsburg MHRC - 1140	Level 1 Level 2 Level 3 Bedhold	428.00 375.00 322.00 268.00	
Crestwood Recovery and Rehab Vallejo MHRC - 1141	Level 1 Level 2 Level 3 Level 4	335.00 285.00 253.00 237.00	
Crestwood San Diego San Diego MHRC - 1154	Level 1 Level 2 Level 3 Bedhold	412.00 354.00 295.00 287.00	

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

Crestwood Chula Vista	Level 1	412.00
Chula Vista MHRC - 1154	Level 2	354.00
	Level 3	295.00
	Bedhold	287.00
Crestwood Behavioral Health	Level 1	528
San Francisco Healing Center - 1166	Level 2	466.00
	Level 3-a	450
	Level 3	431.00
	Bedhold	287
Crestwood Behavioral Health	Level 1	420
Fallbrook Healing - 1167	Level 2	360
	Level 3	300
	Bedhold	287

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

CRESTWOOD BEHAVIORAL HEALTH, INC.	7/1/2018
Community Care Centers	**Per Diem Rate**
Pathways Eureka Pathways RTF - 1125	181.00
Our House Solano Our House ARF - 1136	126.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137	191.00
American River Residential Services American River ARF - 1139	126.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143	126.00
The Pathway Pleasant Hill Pathway RTF - 1144	185.00
Bridge Program Fresno Fresno Bridge RTF - 1145	191.00
Crestwood Hope Center Vallejo RCFE - 1152	131.00
Crestwood Behavioral Pathways San Diego - 1168	TBD

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2018**

The following rates include room and board, nursing care, psychiatric clinical services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

Psychiatric Health Facilities	Room and Board/Per Diem	Patch/Enhancement
Crestwood Psychiatric Health Facility American River PHF - 1153	835.00	
Crestwood Psychiatric Health Facility Sacramento PHF - 1156	842.00	
Crestwood Psychiatric Health Facility San Jose PHF - 1157	989.00	
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158	1014.00	
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159	914.00	

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

CRESTWOOD BEHAVIORAL HEALTH, INC. **7/1/2018**

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

SNF/STP - IMD Designation	Room and Board/Per Diem	Patch/Enhancement
Crestwood Wellness and Recovery Ctr Redding IMD - 1122	212.11 AB 360 Published Rate	22.00 43.00 55.00 108.00 Negotiated

SNF/STP	Room and Board/Per Diem	Patch/Enhancement
Crestwood Manor Stockton SNF/STP - 1104	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	22.00 33.00 35.00 55.00 81.00 108.00 Negotiated
Crestwood Manor Modesto SNF - 1112	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	22.00 38.00 55.00 81.00 108.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	22.00 30.00 55.00

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

		87.00 128.00 Negotiated
SNF	***Room and Board/Per Diem***	***Patch/Enhancement***
Crestwood Treatment Center	Medi-Cal Published Rate	128.00
Fremont SNF - 1120	**Indigent/Medi-Cal Ineligible	278.00 Negotiated

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

ATTACHMENT "C"

HIPAA BUSINESS ASSOCIATE ADDENDUM

The purpose of this Attachment is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

Definitions

Catch-all definition:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103. , and in reference to the party to this Addendum, shall mean Victor Treatment Center. Generally, a Business Associate provides services, arranges, performs or assists in the performance of functions or activities on behalf of the covered entity and creates, receives, maintains, transmits, uses or discloses PHI. Colusa County Behavioral Health (Behavioral Health) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean Colusa County Department of Behavioral Health.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

(e) Data Aggregation. "Data Aggregation" shall have the meaning given to such term under the Privacy Rule, including but not limited to, 45 CFR Section 164.501.

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide Behavioral Health with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from Behavioral Health make available protected health information in a designated record sent to the Colusa County Behavioral Health Department as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from Behavioral Health make any amendment(s) to protected health information in a designated record set as directed or agreed to by Behavioral Health pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from Behavioral Health information required to provide an accounting of disclosures to the individual as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.528;

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

(h) To the extent the Business Associate is to carry out one or more of Behavioral Health's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Behavioral Health in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the Behavioral Health and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by Behavioral Health;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing Behavioral Health PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for Behavioral Health PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Behavioral Health's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(f) Business Associate may provide data aggregation services relating to the health care operations of Behavioral Health.

Provisions for Behavioral Health to Inform Business Associate of Privacy Practices and Restrictions

(a) Behavioral Health shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)Behavioral Health shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Behavioral Health shall notify Business Associate of any restriction on the use or disclosure of protected health information that Behavioral Health has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Behavioral Health

Behavioral Health shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Behavioral Health, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date Behavioral Health terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by Behavioral Health, if Behavioral Health determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by Behavioral Health. Behavioral Health may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from Behavioral Health, or created, maintained, or received by Business Associate on behalf of Behavioral Health, shall:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Behavioral Health or, if agreed to by Behavioral Health, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate"] which applied prior to termination; and
5. Return to Behavioral Health or, if agreed to by Behavioral Health, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of Behavioral Health transmit the protected health information to another Business Associate of the Behavioral Health at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

(d) Ownership. Behavioral Health at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: C18-091 Original Crestwood (8548 : 5th Modification Crestwood Behavioral Health)

COUNTY OF COLUSA, CA **2.15**

Request For County Board of Supervisors Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**Sheriff**
FROM:	**Janice Bell**
SUBJECT:	**Resolution Certifying the Continuance of a Local Drought Emergency**

Adopt a Resolution certifying continuance of local drought emergency.

Detailed Description/Background of request

Local drought emergency was proclaimed by Sheriff Garofalo on June 16, 2021 and ratified by the Board on June 22, 2021 due to severe drought conditions found to exist in Colusa County. The Board will need to certify continuance each sixty (60) days that conditions continue until they adopt a resolution terminating said local emergency. The County Emergency Household Water Program has been activated to provide relief to homeowners experiencing dry wells due to drought conditions. The drought conditions continue to cause wells to become dry, and the numbers reported are increasing at a rapid rate.

Prior Board Action

Resolution 21-027 June 22, 2021; 21-039 Aug.17, 2021; 21-059 Oct.12, 2021; 21-068 Nov. 23, 2021; 22-003 Jan. 18, 2022; 22-009 Mar. 15, 2022; 22-014 May 10, 2022; 22-025 June 21, 2022;

Fiscal Impact/Funding Source

N/A

Action for the Clerk

Please return one certified copy to OES for file

ATTACHMENTS:

- Resolution Certifying the Continuance of Local Drought Emergency August 2022 (DOCX)

Attachment: Resolution Certifying the Continuance of Local Drought Emergency August 2022 (8510 : Resolution Certifying the Continuance of

RESOLUTION NO. 22-

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS CERTIFYING THE CONTINUANCE OF A LOCAL DROUGHT EMERGENCY

WHEREAS, Ordinance No. 450 of the County of Colusa empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when said county is affected or likely to be affected by a public calamity and the Colusa County Board of Supervisors is not in session;

WHEREAS, the Colusa County Sheriff is the Director of Emergency Services for the County of Colusa under section 6-5(a) of the Colusa County Code;

WHEREAS, the Director of Emergency Services of the County of Colusa does hereby find that the conditions of extreme peril to the safety of persons and property have arisen within the County of Colusa caused by the severe California Drought beginning in 2020, recognized on April 7, 2021 when the USDA declared many primary counties, including Colusa County, to be Agricultural Drought Disaster Areas from the second year of dry conditions;

WHEREAS, Governor Gavin Newsom proclaimed Drought Emergencies for thirty-nine counties, including Colusa County, on May 10, 2021;

WHEREAS, the recent warm temperatures and extremely dry soils have further depleted the expected runoff water from the Sierra-Cascade snowpack, resulting in a historic and unanticipated reduction of water in local reservoirs and stream systems;

WHEREAS, the severe drought conditions continue to threaten water supplies for communities, has diminished water for agricultural production, threatens to contaminate large fresh water supplies conveyed through the Sacramento-San Joaquin Delta, and water scarcity if drought conditions continue into next year;

WHEREAS, the full extent and cost of damage from drought is not able to be determined until the county and local municipalities complete more extensive analysis, finding immediate damage and critical effects of dry conditions to local wells, both public and private, damages impacting ranchers and farmers;

WHEREAS, it is anticipated that the Colusa County Emergency Household Drinking Water Plan will be enacted to ensure water delivery to those who have experienced depleted residential water supplies;

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the County of Colusa, and the Colusa County Board of Supervisors is not in session and cannot be immediately called into session;

Attachment: Resolution Certifying the Continuance of Local Drought Emergency August 2022 (8510 : Resolution Certifying the Continuance of

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS CERTIFYING THE CONTINUANCE OF A LOCAL DROUGHT EMERGENCY

WHEREAS, On June 22, 2021 the Colusa County Board of Supervisors adopted Resolution 21-027 ratifying Sheriff Joe Garofalo's Proclamation of Local Drought Emergency from June 16, 2021, renewing the certification Aug. 17, 2021, Oct. 12, 2021, November 23, 2021, January 18, 2022, March 15, 2022, May 10, 2022, June 21, 2022; and

WHEREAS, the Director of Emergency Services requests that the Board of Supervisors continue to proclaim the existence or threatened existence of a local emergency as the result of ongoing severe drought by adopting this Resolution Certifying the Continuance of Local Drought Emergency.

NOW, THEREFORE BE IT RESOLVED, the Board of Supervisors continues to find the ongoing severe drought has created perilous conditions and warrants a proclamation every sixty (60) days declaring the continuance of a local drought emergency until they terminate said proclamation when severe conditions have improved.

PASSED AND ADOPTED this 16th day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

_____
J. Merced Corona, Board Chair
Colusa County Board of Supervisors

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

By:_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

COUNTY OF COLUSA, CA **2.16**

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Treasurer**

FROM: **Cindy Dillard**

SUBJECT: **Treasurer's Monthly Investment Report**

Accept July 2022 Treasury Monthly Investment Report as presented.

Detailed Description/Background of request
Required pursuant to Section 27131-27137 of the Government Code

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk
None

ATTACHMENTS:

- July 22 (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

DATE 08.16.22
AS OF 07.31.22

	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	PAYDOWNS RECEIVED	COUNTY PAR	55 DAYS DELAY PAYMENTS	UNION BANK PAR	MATURITY	MARKET VALUE	GAIN/LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
AGENCY BONDS													
N/A													
Agency Total	-					-		-		-	0.00		0.0%
MUNICIPAL BONDS													
574348CB2	546,129.07	0.67%	0.881%	547,904.85		545,000.00		545,000.00	06/01/23	533,380.60			
574348CC0	702,789.94	0.87%	1.075%	705,005.00		700,000.00		700,000.00	06/01/24	670,250.00			
574348CD8	705,174.68	1.02%	1.275%	707,917.00		700,000.00		700,000.00	06/01/25	659,148.00			
797299LXO	673,234.35	0.85%	3.640%	698,221.80		615,000.00		615,000.00	10/15/25	616,377.60			
260888AD4	401,618.26	0.87%	0.972%	402,096.00		400,000.00		400,000.00	06/01/26	367,388.00			
130179KW3	863,024.06	1.51%	3.181%	878,528.00		800,000.00		800,000.00	04/01/27	789,848.00			
899141BB0	681,434.37	1.18%	2.713%	693,578.75		635,000.00		635,000.00	05/01/27	614,635.55			
260888AE2	604,851.12	1.20%	1.367%	606,030.00		600,000.00		600,000.00	06/01/27	549,504.00			
971252AB7	300,279.88	0.53%	0.720%	300,666.00		300,000.00		300,000.00	08/01/22	300,000.00			
971252AD3	231,355.22	0.73%	0.970%	231,729.60		230,000.00		230,000.00	08/01/24	218,916.30			
971252AH4	187,094.49	2.03%	2.220%	187,332.85		185,000.00		185,000.00	08/01/28	171,113.90			
971252AK7	268,582.84	2.38%	2.560%	268,906.10		265,000.00		265,000.00	08/01/30	242,620.75			
971252AL5	573,395.76	2.48%	2.660%	574,085.20		565,000.00		565,000.00	08/01/31	513,330.75			
797679CF2	261,099.32	2.20%	2.278%	261,175.20		260,000.00		260,000.00	03/01/28	244,387.00			
797669ZR2	3,174,949.27	2.00%	2.768%	3,188,047.50		3,025,000.00		3,025,000.00	07/01/31	2,824,593.75			
6723225N45	1,279,844.85	1.87%	2.061%	1,280,104.10		1,265,000.00		1,265,000.00	08/01/28	1,133,857.45			
38122NB35	12,289,353.16	1.87%	2.246%	12,312,952.55		12,000,000.00		12,000,000.00	06/01/29	10,753,320.00			
79739GPE0	716,152.65	2.07%	2.356%	717,276.00		700,000.00		700,000.00	07/01/31	616,588.00			
835588BC7	523,892.25	2.12%	2.088%	523,892.25		525,000.00		525,000.00	03/01/29	474,290.25			
13048VZT8	505,821.86	2.35%	2.511%	505,880.00		500,000.00		500,000.00	02/01/30	464,090.00			
13048VZU5	395,966.80	2.63%	2.661%	395,975.65		395,000.00		395,000.00	02/01/31	365,493.50			
055022AK3	1,168,878.53	2.42%	2.635%	1,168,906.00		1,150,000.00		1,150,000.00	08/01/30	1,025,616.00			
79770GJG2	2,052,020.00	2.21%	2.543%	2,052,020.00		2,000,000.00		2,000,000.00	08/01/30	1,796,700.00			
79739GPM2	253,917.68	2.04%	2.256%	254,220.00		250,000.00		250,000.00	07/01/30	222,822.50			
854434AH0	547,484.23	2.06%	2.340%	546,475.75		535,000.00		535,000.00	04/01/30	490,846.45			
38122ND33	1,876,660.00	3.77%	3.037%	1,876,660.00		2,000,000.00		2,000,000.00	06/01/32	1,752,780.00			
189344FE9	1,000,000.00	2.25%	2.250%	1,000,000.00		1,000,000.00		1,000,000.00	06/01/31	860,920.00			
Municipal Total	32,785,004.64			32,885,586.15		32,145,000.00		32,145,000.00		29,272,618.35			25.0%
Grand Total	**32,785,004.64**			**32,885,586.15**	-	**32,145,000.00**	-	**32,145,000.00**		**29,272,618.35**	-		
Interest Liability	(1,008.48)												
NET BOOK	32,783,996.16										(3,511,377.81)	Unrealized Gain/Loss	

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY	
SRWSLD	66,261.76	1.101%	1.207%	
REC DIST 108	15,269.60	1.101%	1.207%	
REC DIST 1004	-	1.101%	1.207%	
COUNTY	69,100,000.00	1.101%	1.207%	
CCOE	29,300,000.00	1.101%	1.207%	
TOTAL LAIF	98,481,531.36			74.9%
CASH	130,343.72			0.1%
TOTAL LIQUID	98,611,875.08		**75.05% Liquidity**	
GRAND TOTAL	131,396,879.72			100.0%

INTEREST RECEIVED

Jul-22	258,307.56	7/31/2022	Est. 1.00%
April-May-June 2022	224,510.51	6/30/2022	Est. 0.30%
Jan-Feb-Mar 2022	93,696.36	3/31/2022	0.19%
Oct-Nov-Dec 2021	76,723.82	11/30/2021	0.24%
July-Aug-Sept 2021	94,563.39	9/30/2021	0.33%
April-May-June 2021	126,583.56	6/30/2021	0.44%
Jan-Feb-March 2021	164,228.17	3/31/2021	0.50%
Oct-Nov-Dec 2020	199,902.21	12/31/2020	0.74%

Note 1: Union Bank of California did the bond valuation.
Note 2: Liquidity (excluding LAIF accounts that are segregated) is 75.03%
Note 3: All Investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: Effective 08/08/18 County is no longer responsible for RD 1004 LAIF
Note 9: 13017HAE6 matured 07/01/19 and 3130AADT2 was called 07/16/19
Note 10: 3133EGP58 was called 08/13/19

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Public Works/Road Department**

FROM: **Michael Azevedo**

SUBJECT: **Limited-Term Road Superintendent position**

Amend the position allocation schedule for the Public Works Department -Road Maintenance Division and add the limited-term position of Road Superintendent, LT-FT, MGT Range 16, $5,218- $6,365 effective September 1, 2022 to January 31, 2023.

Detailed Description/Background of request

The incumbent Road Superintendent has tendered his notice of retirement effective January 31, 2023. As provided in Section1.104.6 of the Colusa County Personnel Rules, Public Works is requesting to add a limited-term position of Road Superintendent to facilitate recruitment and training with the incumbent September 1, 2022 to January 31, 2023.

The limited term assignment would cease to exist upon incumbent retirement.

The Ad Hoc Committee on Hiring met and determined this position should be recruited for. However, the department needs the temporary allocation before recruitment can begin.

Prior Board Action

None

Fiscal Impact/Funding Source

Maximum monthly salary and benefit costs at step one are $11,892, for a total of $59,460 for the term of the temporary appointment.

Action for the Clerk

None

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Auditor**

FROM: **Patricia Rodriguez**

SUBJECT: **Approve Special Claims**

Approve Special Claims.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
None.

COUNTY OF COLUSA, CA

5.1

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Behavioral Health**

FROM: **Bonnie Briscoe**

SUBJECT: **Updated Billing Rates for Behavioral Health**

Approve updated billing rates for Behavioral Health. **(Continued from the August 2, 2022 Meeting)**

Detailed Description/Background of request

Behavioral Health is requesting to increase current department billing rates. Colusa County Behavioral Health bills Medi-Cal and other insurance for services provided to our consumers. Medi-Cal is billed using interim billing rates recommended by the State of California, based on costs from a prior year, and these rates are then reconciled to actual costs following the end of each fiscal year through a mandated cost report process. Current billing rates for services are provided below and are charged by the minute:

Billing Rates:	
Medication Support:	$9.20
Case Management/Brokerage:	$3.89
Mental Health Services:	$3.09
Crisis Intervention:	$7.44

Prior Board Action

none

Fiscal Impact/Funding Source

Budgeted 003-45353-713-0 Aid for Medi-Cal/M/C/Support and 003-45356-713-0 Private Insurance Reimb.

Action for the Clerk

Please send certified board order to:

Bonnie Briscoe
Colusa County, Behavioral Health

COUNTY OF COLUSA, CA

6.1

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Resolution of Intent to Adopt a Property Merger Ordinance**

Approve a "Resolution of Intent" to adopt a Property Merger Ordinance and set the public hearing to consider the proposed Ordinance for September 27, 2022.

Detailed Description/Background of Request

Under the existing County Code, requests to merge lots can be processed through either a lot line adjustment process or a "reversion to acreage" process which requires the processing of a tentative subdivision and final map. These processes can take between 4 to 6 months for a lot line adjustment and 9 months or more to process a tentative subdivision and final map.

Government Code Section 66499.20.3 (Attachment #1) allows a city or county to authorize the merger of contiguous parcels under common ownership through the adoption of a merger ordinance, which would simplify the process to merge parcels and reduce the overall processing time. In order for the Board to consider such an ordinance, Government Code Section 66451.21 (Attachment #2) requires that the Board adopt a resolution of intention to adopt a merger ordinance. The resolution is required to set the time and place of the hearing. The attached resolution meets these requirements and would set the public hearing for the Board to consider the merger ordinance at the Board's September 27, 2022 meeting.

Prior Board Action

None

Fiscal Impact/Funding Source

None at this time.

Action for the Clerk

Assuming adoption of the resolution, publish the public hearing notice for the Board's September 27, 2022 meeting which includes the text of the resolution; the time and place of the public hearing; and includes the statement that at the hearing all

interested persons will be heard.

ATTACHMENTS:

- Resolution of Intent to Adopt Parcel Merger Ordinance (DOCX)
- Attachment #1 Government Code Section 66499.20.3 (PDF)
- Attachment #2 Government Code Section 66451.21 (PDF)

RESOLUTION NO. 22-_____

RESOLUTION OF INTENTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS TO ADOPT A MERGER ORDINANCE

WHEREAS, Government Code Section 66451.21 specifies that prior to the adoption of a merger ordinance, a city or county not having a merger ordinance on January 1, 1984, the legislative body shall adopt a resolution of intention to adopt a merger ordinance and fix a time and place for a public hearing on the proposed ordinance; and

WHEREAS, County does not currently have a merger ordinance and this resolution of intention has been prepared to comply with Government Code Section 66451.21 to allow the Board of Supervisors to consider the adoption of a merger ordinance.

NOW, THEREFORE, BE IT RESOLVED that the Board will hold a public hearing to consider the adoption of a merger ordinance at 9:30 am or soon thereafter on Tuesday, September 27, 2022 in the Board Chambers at 546 Jay Street, Suite 108 Colusa, CA 95932 and that at the hearing all interested persons will be heard.

BE IT FURTHER RESOLVED that the Board Clerk shall cause the public hearing to be published in the manner prescribed by Government Code Section 6061 at least seven days prior to the date of the hearing and the notice shall contain the text of the resolution; state the time and place of the hearing; and state that at the hearing all interested persons will be heard.

PASSED AND ADOPTED this 16th day of August, 2022 by the following vote:

AYES:

NOES:

ABSENT:

_____
J. Merced Corona, Board Chair

ATTEST: Wendy G. Tyler, Clerk of the Board of Supervisors

By: _____
Patricia Rodriguez, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Resolution of Intent to Adopt Parcel Merger Ordinance (8527 : Merger Ordinance Resolution of Intent)

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Attachment #1

State of California

GOVERNMENT CODE

Section 66499.20.3

66499.20.3. A city or county may, by ordinance, authorize the merger of contiguous parcels under common ownership without reverting to acreage. The ordinance shall require the recordation of an instrument evidencing the merger.

(Added by renumbering Section 66499.20 3/4 by Stats. 2012, Ch. 162, Sec. 78. (SB 1171) Effective January 1, 2013.)

Attachment #2

STATE OF CALIFORNIA
LEGISLATIVE COUNSEL BUREAU
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

State of California

GOVERNMENT CODE

Section 66451.21

66451.21. Prior to the adoption of a merger ordinance in conformance with Section 66451.11, by a city or county not having a merger ordinance on January 1, 1984, the legislative body shall adopt a resolution of intention to adopt a merger ordinance and fix a time and place for a public hearing on the proposed ordinance, which shall be conducted not less than 30 nor more than 60 days after adoption of the resolution. The clerk of the legislative body shall cause a notice of the hearing to be published in the manner prescribed by Section 6061. Publication shall have been completed at least seven days prior to the date of the hearing. The notice shall:

(a) Contain the text of the resolution.

(b) State the time and place of the hearing.

(c) State that at the hearing all interested persons will be heard.

(Amended by Stats. 1995, Ch. 162, Sec. 4. Effective January 1, 1996.)

Attachment: Attachment #2 Government Code Section 66451.21 (8527 : Merger Ordinance Resolution of Intent)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Off-Site Access to the County Airport**

Review, consider, and provide direction on the potential of establishing an off-site access point to the Colusa County Airport.

Detailed Description/Background of Request

Colusa Industrial Properties representatives (CIP) have submitted a letter requesting that the Board of Supervisors consider allowing off-site runway access from "anyone wishing to enter into an agreement with the County to utilize it for aircraft access to and from the runway". Please see Attachment #1 for the specific request.

By way of background, historically several properties to the northwest of the end of Runway 13 (the northern end of the runway) had access to the airport for aviation related businesses. In 1985, the Board voted to close the northwest access due to litigation between the County and an adjacent property owner (Attachment #2). In 2005, the Board approved an agreement with Colusa Industrial Properties to allow access to the airport for vehicles and aircraft (Attachment #3). In addition, as part of the 2008 County approved CIP residential development, access to the airport from aviation homes was analyzed and anticipated.

On February 14, 2012, the FAA Modernization and Reform Act of 2012 was signed into law and contained a number of specific provisions that are required to be included in any off-site airport access agreement and also the requirement that any such access point be shown on County's Airport Layout Plan. The existing agreement with CIP does not appear to meet some of these requirements and the access point is not shown on the County's Airport Layout Plan. Accordingly, a new access agreement (commonly referred to a "through-the-fence" agreement) would need to be processed based on current FAA requirements and then the Airport Layout Plan would need to be updated as part of this process.

In terms of the ALUC involvement with the review of any off-site access, the ALUC is required to review any proposed amendment to the Airport Layout Plan to determine whether such an amendment would be consistent with the Airport Land Use Compatibility Plan. The proposed off-site access concept was discussed by the Airport Land Use Commission at two meetings (Attachment #4). Based on the general

information that had been submitted to the ALUC, the major point of discussion was how the use of the off-site access would potentially conflict with the existing Farinon Road vehicular traffic. Based on the Board's 2008 CIP residential development approval, Farinon Road was to be relocated about 100 feet to the north to move it out of the airport property and place it approximately 560 feet from the end of the airport runway. This would have prevented much of the potential access conflict between planes and vehicular traffic. However, the realignment of Farinon Road was eliminated as part of the City's amended residential project approvals.

Conducting the necessary analysis to determine whether the potential Farinon Road conflict can be resolved, processing a new "through-the-fence" agreement, and updating the Airport Layout Plan will take some time and incur processing costs. CIP representatives are seeking the Board's input as to whether there is a desire to provide for such off-site airport access before expending the resources (time and money) to further investigate this matter.

Prior Board Action

December 3, 1985 the Board passed a motion to close off-site airport access.

January 11, 2005, the Board approved an agreement with Colusa Industrial Properties granting off-site airport access.

Fiscal Impact/Funding Source

None at this time.

Action for the Clerk

None at this time.

ATTACHMENTS:

- Attachment #1 CIP Letter to BOS RE Off Site Airport Access (PDF)
- Attachment #2 BOS Meeting Minutes 1985 12 03 (PDF)
- Attachment #3 CIP and Colusa Airport Access Agreement (PDF)
- Attachment #4 ALUC Staff Reports 01 03 2022 and 07 12 2021 (PDF)

Attachment #1

COLUSA INDUSTRIAL PROPERTIES, INC.

50 Sunrise Blvd. • Colusa, California 95932

Office Phone: (530) 458-2118
Fax: (530) 458-2110

May 31, 2022

Colusa County Board of Supervisors
547 Market St. Suite 102
Colusa Ca. 95932

RE: Airport Trough-The-Fence Access

Colusa County Supervisors:

Colusa Industrial Properties (CIP) would like to formally request Board consideration of establishing an aviation use access point to the Colusa County Airport. CIP has previously expressed a desire for County staff to review this concept and Mr. Plucker has in fact found FAA documentation supporting the possibility of such access being established. I have enclosed copies of these documents for your review.

From these documents provided by Mr. Plucker, the creation of such access would be for use by anyone wishing to enter into an agreement with the County to utilize it for aircraft access to and from the runway. I feel this would ultimately benefit the airport by increasing its overall utility and marketability.

Mr. Plucker has raised questions about specific area to be served, entry point design, security and traffic coordination of shared roads between vehicles and aircraft. These are all definitely points of concern that will need to be defined if this concept moves forward. The first step before any of that is, determining whether there is a genuine interest and desire by the County to make such access part of the Airport Master Plan. It is this question that I would like the Board to consider in order to provide staff and other private interests such as CIP with direction of how to proceed.

Thank you,

Jacob H. Kley
General Manager
Colusa Industrial Properties, Inc.

Enclosures
cc:
Wendy Tyler – County CAO
Greg Plucker – County Planning Director
Michael Azevedo – County Public Works Director
Mike West – ALUC Chairman

Attachment: Attachment #1 CIP Letter to BOS RE Off Site Airport Access (8534 : Off-Site Airport Access)

Attachment #1

FAA RECOMMENDATIONS FOR
Airport Sponsors Considering Residential Through-the-Fence Access Agreements

The FAA Modernization and Reform Act of 2012, Section 136 (Section 136) permits sponsors of publicly-owned **general aviation** airports to establish residential through-the-fence access (RTTF) agreements that comply with specific terms and conditions. Airport sponsors considering such agreements are strongly encouraged to work with the FAA to ensure their proposals:

1. Are consistent with the current and future plans for the airport;
2. Comply with the terms and conditions of Section 136; and
3. Do not impede the sponsor's ability to comply with its federal grant assurances.

An airport sponsor's prime obligation is to serve the interest of the aeronautical public. This goal should be reflected in any potential RTTF agreement.

STEP 1 - Understanding the Current and Future Development Needs of Your Airport

General aviation airports come in different shapes and sizes. They serve various roles and cater to specific segments of general aviation. Establishing a properly structured RTTF access agreement may help improve the viability of some general aviation airports, but it may not be appropriate for every general aviation airport. Before exploring the possibility of establishing an RTTF access agreement, it's important to consider the following questions:

- Who are the airport's current aeronautical users?
- What kinds of users is the airport trying to attract?
- How may RTTF help or hinder the airport in attracting these users?
- What types of services are available at the airport?
- What kinds of services is the airport trying to attract?
- How may RTTF affect current services at the airport?



- Is there enough space on the airport to achieve immediate- and long-term development goals?
- How may RTTF supplement this or detract from the airport's ability to lease on-airport space?
- Would establishing a residential element adjacent to the airport preclude the airport from achieving any development goals?
- How could establishing an RTTF access agreement help or hinder the airport's ability to become and remain self-sustaining?
- What systems must be set up to ensure self-sustainability of the airport over the long-term?



STEP 2 - Determine the Size and Scope

RTTF access arrangements vary in size and scope. Some may consist of only one or two homes, but others may include several hundred residences. Some airport sponsors permit each RTTF user to develop their own access point, but others limit the number of access points available to RTTF users. Determining the appropriate size and scope for the airport will depend on the future development needs of the airport.

Sponsors should keep in mind that as the number of RTTF users increase, it may be more difficult for the airport sponsor to balance the interests and

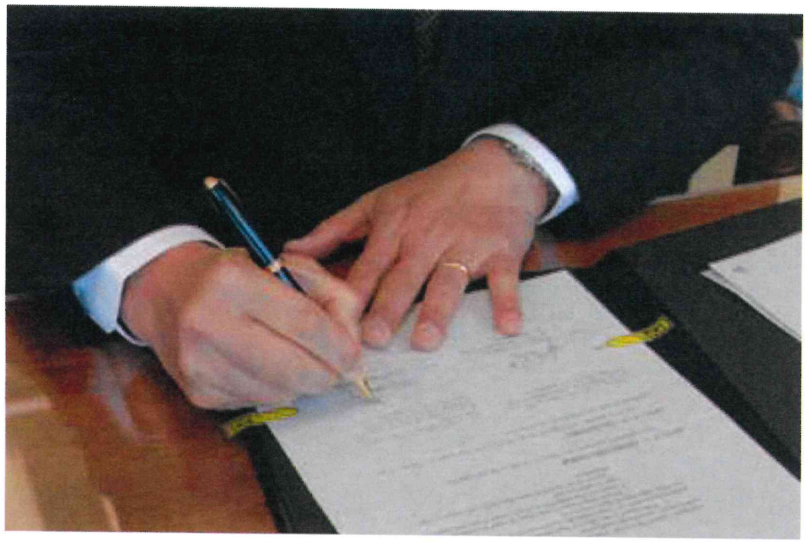
needs of all aeronautical users. Generally speaking, larger RTTF communities require more formal measures to govern the complex relationship between the airport sponsor and multiple RTTF users.

Once the potential size and scope of the RTTF arrangement is established, airport sponsors should work with the local zoning authority to limit noncompatible land uses around the airport. This ensures ongoing compliance with Grant Assurance 21, Compatible Land Use. Some recommended practices include:

- Developing a program to monitor potential zoning changes around the airport;
- Educating zoning officials on how changes in land use could impact the utility of the airport; and
- Requiring RTTF users to waive their rights to complain about aircraft noise and emissions.

STEP 3 - Develop the Draft RTTF Access Agreement

Section 136 specifically **requires** airport sponsors to have a written access agreement with the RTTF property owner(s) or an association representing property owners. Therefore, airport sponsors should not consider verbal, handshake, or other types of informal agreements.



Written agreements are important because they specify the duration, terms, rights, and responsibilities assigned to the RTTF user or association as well as the airport sponsor. Once executed by all parties, it may be difficult to renegotiate or alter provisions which may prove to be undesirable. The FAA strongly recommends airport sponsors include a general subordination clause acknowledging the RTTF access agreement is subordinate to the airport sponsor's current and future federal obligations and the airport rules and regulations.

The FAA strongly encourages airport sponsors to submit their draft RTTF access agreements to the FAA for review and comment prior to executing the agreement. Executing an RTTF access agreement which does not comply with Section 136 or results in a violation of the sponsor's federal obligations may result in the loss of Airport Improvement Program (AIP) grant funding.

Duration of the Agreement

Airport sponsors secure their rights and powers by negotiating agreements which preserve their flexibility to plan for the airport's future. Therefore, the FAA recommends airport sponsors negotiate short term agreements which can be renewed or extended at the sponsor's option. Perpetual RTTF access agreements should be discouraged because such terms eclipse all reasonable airport planning periods and erode the rights and powers of the airport sponsor.

Rights, Responsibilities, Terms, & Conditions

Care should be taken to ensure that rights conveyed to RTTF users do not result in special benefits or more favorable treatment than received by on-airport tenants. On-airport tenants are protected by Grant Assurance 22, Economic Nondiscrimination, and have standing to challenge the actions of an airport sponsor's compliance with its federal commitments. RTTF users' off-airport activities are not protected by the grant assurances.

It is helpful to review the proposed RTTF access agreement to determine if it does the following:

- ✓ Clearly outline the rights conveyed to the RTTF user.
- ✓ Clearly outline the responsibilities of the RTTF user.
- ✓ Clearly outline the rights retained by the airport sponsor.
- ✓ Clearly outline the responsibilities of the airport sponsor.
- ✓ Include a legal indemnification clause requiring the RTTF user to acknowledge that their property will be affected by aircraft noise and emissions and waiving any right to bring an action against the airport sponsor for operations at the airport.
- ✓ Include a hazard removal clause to ensure the airport sponsor maintains a mechanism for mitigating (removal, tree trimming, marking, lighting, etc.) potential airport hazards and for stopping the construction or establishment of these hazards. RTTF users may be required to complete and file FAA Form 7460-1, Notice of Proposed Construction or Alteration, and obtain a "no hazard" determination prior to erecting and/or altering any structures on their property.
- ✓ Require the RTTF user to follow the current and future airport rules and regulations.
- ✓ Impose any special rules or restrictions on fly-in guests who taxi from the airport's property to visit an RTTF user.
- ✓ Prohibit the provision of aeronautical services from the RTTF property.
- ✓ Prohibit the RTTF user from granting any unauthorized user the right to pass through their property to access the airport.
- ✓ Prohibit the sale of aircraft fuel.
- ✓ Allow the airport sponsor to terminate the agreement or extinguish an individual RTTF user's access for cause such as breach of the agreement, violation of the airport's rules and regulations, etc.

Rates and Charges

Section 136 **requires** RTTF users to bear the cost of building and maintaining the infrastructure the airport sponsor determines is necessary to provide RTTF users access to the airfield. Therefore, the RTTF access agreement should contemplate and detail the type of taxiway, fencing, and access controls needed to establish the access point. The day-to-day and long-term maintenance needs should also be clarified.

Section 136 **requires** RTTF users to pay access charges that are comparable to those charged to tenants and operators on-airport making similar use of the airport. The RTTF access agreement should establish an RTTF access fee and specify the method the airport sponsor will use to collect the fee. Fees charged to RTTF users should increase on the same schedule as fees charged to similarly situated on-airport users.

Special Safety Concerns

The creation of adjacent residential and aeronautical land uses has the potential to mix domestic activities such as children, pets, and cars with taxiing aircraft. Airport sponsors should ensure that residential activities remain confined to the residential property and are not permitted to drift onto airport property.

Some residential activities such as gardens, compost lots, water detention ponds, etc. may inadvertently become wildlife attractants. Airport sponsors should preserve their authority to address these potential situations.

Transfer or Assignment of RTTF Access Agreements

The RTTF access agreement should address whether or not the RTTF user is permitted to transfer or assign the rights conferred through the agreement to another holder. The FAA encourages airport sponsors to prohibit the transfer or assignment of rights from one RTTF user to another. This does not prevent the RTTF property owner from selling their home; it simply requires new property owners to enter into a new agreement directly with the airport sponsor. Limiting the transfer or assignment of rights ensures the airport sponsor has an opportunity to educate the new homeowner about the responsibilities, terms, and conditions contained in the access agreement.

The Airport Noise and Capacity Act of 1990 (ANCA) limits an airport sponsor's proprietary authority to use access restrictions as a means of reducing aircraft noise impacts.

STEP 4 – Propose the Potential RTTF Access Point(s) to the FAA

Required Documentation:

1. Revised ALP depicting access point(s)
2. (Draft) Access Agreement(s)
3. Access Agreement Review Sheet

Grant Assurances that Discuss RTTF

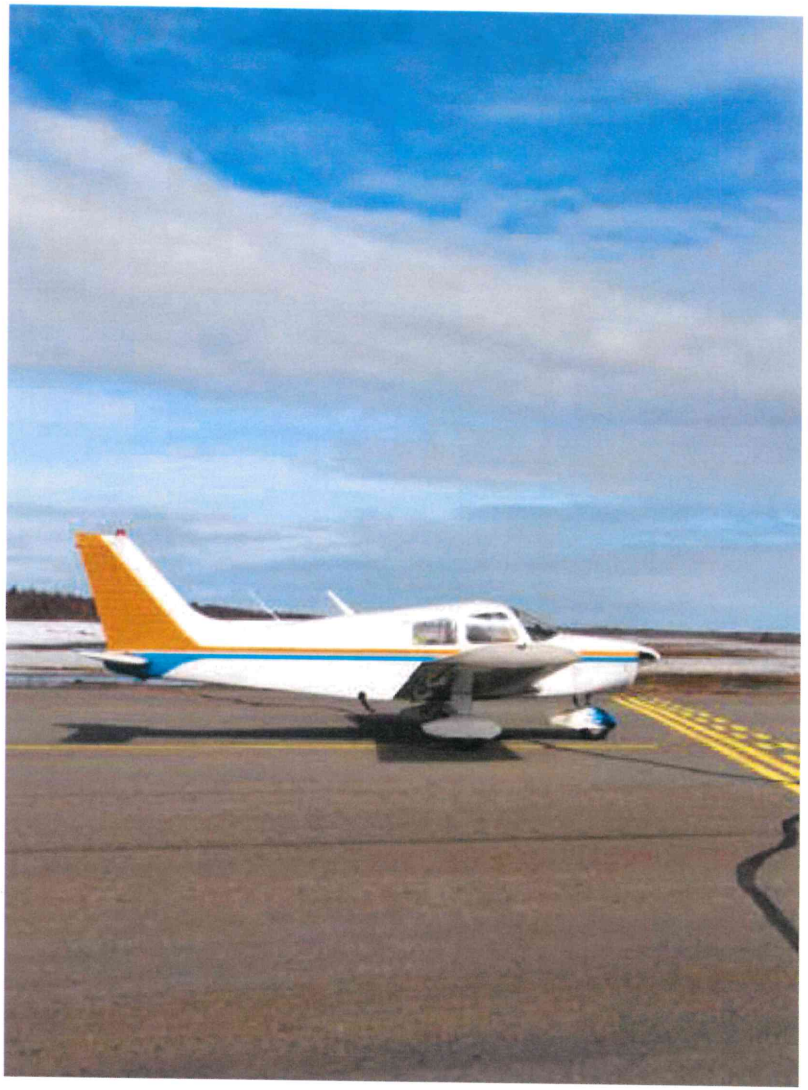
Grant Assurance 5, Preserving Rights and Powers

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

Grant Assurance 29, Airport Layout Plan

a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport. (emphasis added)

For more information, check out the RTTF Access Toolkit at http://www.faa.gov/airports/airport_compliance/residential_through_the_fence/



Attachment #1

FAA
Airports

FAA's Interpretation of Section 136 of FAA Modernization and Reform Act of 2012

From 78 Fed. Reg. 42419 (July 16, 2013)

Section 136 permits sponsors of general aviation airports, as defined by the statute at title 49, U.S.C., § 47102(8), to enter into agreements granting through-the-fence access to residential users, but includes specific terms and conditions. The FAA interprets the inclusion of specific terms and conditions as Congress' intent for FAA to enforce the provision accordingly. Therefore, FAA will request sponsors with existing residential through-the-fence agreements to demonstrate their compliance with the law. Additionally, FAA will also request sponsors of general aviation airports proposing to establish new residential through-the-fence agreements to demonstrate that their agreements will comply with the law. Airport sponsors are encouraged to review FAA's Compliance Guidance Letter on FAA Review of Existing and Proposed Residential Through-Fence-Access Agreements, which will be issued concurrently with this notice.

Although the law became effective on February 14, 2012, FAA will afford airport sponsors a grace period for compliance. Airport sponsors with existing residential through-the-fence agreements must provide evidence of compliance not later than October 1, 2014. In most cases, FAA will define evidence of compliance as the airport sponsor's submission of required documentation. This may include copies of access agreements, deeds, covenants, conditions, and restrictions, etc.

Airport sponsors of general aviation airports proposing to establish new or add new residential through-the-fence agreements must provide evidence of compliance prior to establishing the access point. The establishment of a new residential through-the-fence agreement which does not comply with the law or results in a violation of the sponsor's commitments with the Federal Government may result in enforcement proceedings under 14 CFR, part 16. Establishing a new access point not depicted on a FAA-approved ALP may result in a violation of Grant Assurance 29, *Airport Layout Plan*.

The FAA acknowledges that its approach to sponsors with existing residential through-the-fence access agreements will be different than the posture to be taken with sponsors of general aviation airports proposing to establish new or add new residential through-the-fence agreements. This is because airport sponsors with existing agreements may have ceded important rights and powers through the execution of these existing agreements, and their ability to comply with the terms and conditions of the law may be severely hampered. The FAA intends to address such situations on a case-by-case basis, assist these airport sponsors in the development of appropriate mitigations when possible, and report these issues to

Attachment: Attachment #1 CIP Letter to BOS RE Off Site Airport Access (8534 : Off-Site Airport Access)

interested Congressional Committees. Going forward, FAA expects sponsors of general aviation airports proposing to establish new or add new residential through-the-fence agreements to comply with the terms and conditions of the law. The FAA will not waive these terms and conditions for new agreements.

Applicability

Section 136 applies to sponsors of general aviation airports. The FMRA adopted a definition of "general aviation airport" which is now codified at 49 U.S.C., § 47102(8). A general aviation airport is defined as "a public airport that is located in a State that, as determined by the Secretary- does not have commercial service; or has scheduled service with less than 2,500 passenger boardings each year." This definition excludes privately-owned reliever airports. In implementing section 136, FAA will grandfather the seven privately-owned reliever airports with existing residential through-the-fence access. The owners of these airports will be asked to comply with the law and be treated in a manner similar to general aviation airports as defined in the statute. However going forward, FAA will apply the statutory prohibition on privately-owned reliever airports and disallow these airports from entering into such agreements. Publically-owned reliever airports are included in the statutory definition of a general aviation airport; sponsors of publically-owned reliever airports will be permitted to enter into residential through-the-fence agreements that comply with the terms and provisions contained in section 136.

The FAA proposes the Final Policy included in this notice to address commercial service airports with existing residential through-the-fence agreements. Commercial service airports which do not currently have residential through-the-fence agreements continue to be prohibited from entering into such agreements by statute.

Terms and Conditions – Commercial Activities

Section 136 states that residential property owners must maintain their property for residential, noncommercial use for the duration of the agreement. The FAA interprets this as a prohibition on commercial aeronautical services offered by residential through-the-fence users or any third party that might compete with on-airport aeronautical service providers, whether existing or not, or chill the airport sponsor's ability to attract new commercial service providers on the airport. Therefore, in its review of agreements proposing to establish new residential through-the-fence access, FAA will interpret this condition as a prohibition on commercial *aeronautical* activities only. Agreements which limit the scope of this prohibition to only commercial aeronautical activities offered by the residential through-the-fence user or any third party will be acceptable. However, FAA will not concern itself with unrelated commercial activities which may be permitted by local regulation.

The FAA recognizes that some existing residential through-the-fence agreements permit the co-location of homes and aeronautical businesses. In these cases, FAA will require airport sponsors to execute two separate agreements with the homeowner. One agreement must address the duration, rights, and limitations of the homeowner's residential through-the-fence access, and the second agreement must address the conduct of the commercial aeronautical activity. The second agreement must be consistent with FAA's current policies on commercial through-the-fence activities and ensure the off-airport business

Attachment: Attachment #1 CIP Letter to BOS RE Off Site Airport Access (8534 : Off-Site Airport Access)

does not result in unjust economic discrimination for on-airport aeronautical service providers. The FAA encourages airport sponsors with these types of mixed-use arrangements to adopt long-term plans to relocate the off-airport commercial aeronautical activity onto the airport when feasible and practicable to do so. Going forward, airport sponsors proposing to establish a residential through-the-fence agreement must meet the statutory terms and conditions, including the prohibition on using the residential property for commercial aeronautical use. Therefore, agreements which propose the co-location or mixed-use of residential and commercial aeronautical activities will be not be consistent with the law.

Terms and Conditions – Authorized Access

Section 136 states that residential property owners must prohibit access to the airport from other properties through the property of the property owner with access. The FAA interprets this as a prohibition on unauthorized access to the airport; this condition does not necessarily prescribe a scenario in which all residential through-the-fence users must have their own dedicated access point to enter the airport. The FAA encourages sponsors of general aviation airports proposing to establish new residential through-the-fence agreements to limit the number of access points in a manner that is consistent with airport planning practices. Compliance with this condition will require access agreements stipulate that residential through-the-fence access agreement holders are prohibited from permitting unauthorized users (any individual not party to an access agreement with the airport sponsor) to pass through or "piggy back" on their access in order to enter the airport. The FAA expects airport sponsors to establish their own policies, restrictions, and/or requirements to be imposed on fly-in guests who taxi from the airport property to visit off-airport residents.

Terms and Conditions – Fueling

Section 136 states that residential property owners must prohibit any aircraft refueling from occurring on the property with access. The FAA interprets this as a prohibition on the sale of fuel from residential property. The FAA will not concern itself with self-fueling activities which may be permitted by local regulation.

Attachment: Attachment #1 CIP Letter to BOS RE Off Site Airport Access (8534 : Off-Site Airport Access)

Attachment #2

Claudia Birch — Legal Clerk II, PFT, Range 31C, $1,304.00/mo. Effective December 1, 1985.

WELFARE

Irma Espindola — Homemaker I, TFT, Range 18B, $5.93/hour, effective November 26, 1985.

MENTAL HEALTH

Request to fill vacancy, Licensed Clinical Social Worker, Range 55, PFT, effective 12/3/85.

Motion carried by the following vote:

AYES: Supervisors David G. Womble, Howard Foster, Sheldon E. Morris and Floyd Myers Marsh.

NOES: Supervisor William R. Waite.

ABSENT: None.

Supervisor Waite qualifies his "No" vote stating that he feels the County's Leave of Absence Policy is being abused by some employees.

Chairman Marsh directs that Item No. 17 re: Report by Supervisor Foster on the Colusa County Tax Base and Item No. 18 re: Mental Health Proposals and Contract with Crestwood Manor be continued for one week.

Mr. Lawrence apprises the Board of items set for next week's Agenda to assist the Supervisors in prior knowledge of matters to be heard.

AUDITOR: It is moved by Supervisor Waite, seconded by Supervisor Morris to approve Special Claims as follows:

A. Volpato, Inc.	$ 430.94
Colusa Community Hospital	$2,715.87
Richard Hardin, et al	$ 7.21

Motion carried: All yes. Absent: None.

It is moved by Supervisor Morris, seconded by Supervisor Marsh to approve Claim Register Sheets for the period November 20, 1985 through December 3, 1985. Motion carried: All yes. Absent: None.

The Board adjourns at 12:10 p.m. to reconvene in Closed Session on December 10, 1985 at 8:30 a.m.

Attest: Martha Brunen Clerk Floyd Marsh Chairman

December 10, 1985

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 10th day of December, 1985 at the hour of 9:00 a.m. Present: Supervisors Floyd Myers Marsh, Chairman, David G. Womble, Howard Foster, Sheldon E. Morris and William R. Waite. Absent: None.

Present: Jack Lawrence, Executive Secretary.
Harold Wilsey, Jr., County Counsel.
H.L. Peterson, former Supervisor.
Nancy Ryan, Colusa Chamber of Commerce.
Doug Kinkle, C.E. Kinkle, Colusa Aviation.
Andrew Clark, Colusa Industrial Properties.
David Nelson, Attorney at Law, representing Colusa Aviation.
Lee Emrick, Colusa County Water District.
Don Cecil, Shirley Cecil, C.L. Cecil, Willows citizens.
Robert Herkert, Colusa County Farm Bureau.

Prayer by Chairman Marsh. Pledge of Allegiance.

In Closed Session the Board discussed real estate negotiations and significant exposure to litigation pursuant to Government Code Sections 54956.8 and 54956.9.

Attachment: Attachment #2 BOS Meeting Minutes 1985 12 03 (8534 : Off-Site Airport Access)

Attachment #2

Sincerely,

/s/
Gary D. Parsons"

Mr. Parsons then presents a petition to the Board containing 207 signatures in support of hiring a school nurse.

Supervisor Womble asks Mr. Parsons if he has contacted the School Board on this matter with Mr. Parsons responding affirmatively. Mr. Parsons states further that Dr. Saltzen recommended that he take this matter to the Board of Supervisors for their consideration.

Supervisor Morris asks Dr. Saltzen about funding for a part-time nurse.

Supervisor Foster asks about the status of the school nurse program as currently implemented in the County with Mrs. Rankine responding.

Mrs. Rankine makes explanatory statement re: school health services, the funding of County health programs within the schools and explains that, given all the programs currently implemented, there is no money left for a part-time school nurse.

Supervisor Morris asks what the cost of a part-time nurse would be with Mrs. Rankine responding that such a salary would run approximately $19,000.

Dr. Saltzen presents the Board with a copy of the "Colusa County Superintendent of Schools Strategic Planning 1985-86" pamphlet, cites the cost of the current school health programs and states that even a part-time nurse could not be afforded at this time.

Supervisor Morris questions Dr. Saltzen re: some of the statements made in the letter from Mr. Parsons with Dr. Saltzen responding.

Extensive discusssion is held on funding of school health programs with all Supervisors and Dr. Saltzen participating.

Mr. Parsons makes extensive statement re: the necessity for health programs and summer school programs within the County's school districts.

Dr. Saltzen recommends taking the matter before the School Board for their recommendation.

Mr. Parsons further states that within just one week pinkeye and impetigo incidents occurred and a nurse was not available to see the students until one week later, he then referred to the problem of head lice and how such incidents are handled. He concludes that no matter how it is funded, a school nurse is needed.

Chairman Marsh makes statement re: the responsibility of surrounding school districts as well as Colusa, Williams and Maxwell.

Supervisor Waite states there should be more volunteers involved in the public school programs.

Chairman Marsh requests a letter from the entire Board to all school districts asking for cooperation in implementing a part-time school nurse.

Supervisor Womble states that he would like to see Mrs. Rankine and Dr. Saltzen come up with a formal proposal before the Board gets involved.

Chairman Marsh asks if Mrs. Rankine and Dr. Saltzen would contact the School Board and present them with the information discussed today.

Chairman Marsh declares a Closed Session at 2:24 p.m. on the airport matter pursuant to Government Code Section 54956.9, significant exposure to litigation, and reconvenes in Regular Session at 2:52 p.m. with all Supervisors, Executive Secretary, County Counsel and Auditor present.

Present: Andrew Clark, Colusa Industrial Properties.
Doug Kinkle, S.C. Kinkle, Colusa Aviation.
David Nelson, Attorney at Law, representing Colusa Aviation.
C.E. Cecil, Don Cecil, Willows citizens.

Attachment: Attachment #2 BOS Meeting Minutes 1985 12 03 (8534 : Off-Site Airport Access)

Attachment #2

Mr. Wilsey states that in Closed Session the Board made two motions and requests the Clerk to read the motions.

The motions are read.

COLUSA COUNTY AIRPORT: It is moved by Supervisor Waite, seconded by Supervisor Morris to give notice that the Northwest access to the runway of the Colusa County Airport will be closed effective January 1, 1986. Motion carried by the following vote:

AYES: Supervisors David G. Womble, Howard Foster, Sheldon E. Morris and William R. Waite.

NOES: Supervisor Floyd Myers Marsh.

ABSENT: None.

It is moved by Supervisor Foster, seconded by Supervisor Morris to offer the FBO Lease, as previously approved by the Board of Supervisors, to Colusa Aviation for acceptance on or before December 31, 1985. Motion carried: All yes. Absent: None.

Mr. Clark states that the "through the fence" matter has not been addresse and speaks to fees for the "adjacent to" operations with Mr. Wilsey responding.

Mr. Kessinger addresses Item No. 6 re: ruling by the IRS on non-cash travel benefits, refers to his memo requesting deduction from employees' salaries, the amount needed to satisfy the IRS requirements, and states that it was his intentic to withhold the entire amount from the employees' paychecks.

Chairman Marsh states that this is unfair to the employees in question.

Supervisor Morris states that it is fair considering that they get their transportation to and from work at no cost.

Ms. Ross states that the tax itself is not what concerns the employees, but the possibility that it will be retroactively withheld.

Discussion is held on who is affected, that some employees are required to drive their vehicles home due to being on an "on call" basis, and some merely use the vehicle as a benefit.

Mr. Kessinger makes further statement that there are no vehicles exempt from this ruling and that there are approximately twenty employees affected.

Chairman Marsh states that the County should pay the tax this time and next year pay for the required vehicles only. Mr. Kessinger states that required vehicles would include all safety vehicles, dog catcher, sheriff, etc.

AUDITOR: It is moved by Supervisor Womble, seconded by Supervisor Foster to split the tax required by the IRS on a 50/50 basis for 1985 with the affected employees due to the late notice given by the IRS. Motion carried: All yes. Absent: None.

Supervisor Womble qualifies his "Aye" vote stating that due to the late notification by the IRS, a 50/50 split is only fair to ease the brunt to the employee

It is moved by Supervisor Foster, seconded by Supervisor Marsh to approve Inter-Budget Funds/Expenditures/Appropriations/Transfers as follows:

FROM:	Fund 101	4019-2110	Env. Health	$ 20.00
TO:	Fund 101	1107-9390	Refunds	$ 20.00
FROM:	Fund 101	6012-3260	Supt. Schools	$3,396.00
TO:	Fund 101	6021-9380	Library	$3.936.00
FROM:	Fund 101	2031-3260	Wms. Justice Ct.	$1,854.00
TO:	Fund 101	6021-9380	Library	$1,854.00
FROM:	Fund 101	6021-3250	Library	$ 77.75
TO:	Fund 101	1074-9390	Bldgs. & Grnds.	$ 77.75
FROM:	Fund 101	Various	Various	$ 325.58
	Fund 110	3010-3180	Road	$ 82.96

Attachment: Attachment #2 BOS Meeting Minutes 1985 12 03 (8534 : Off-Site Airport Access)

Attachment #3

C05-08

Agreement for ingress and egress between Colusa Industrial Properties and Colusa County Airport

AGREEMENT

THIS AGREEMENT is made by and between the COUNTY OF COLUSA, acting by and through its Board of Supervisors, hereinafter referred to as "COUNTY", and Colusa Industrial Properties of Colusa, California, hereinafter referred to as "C.I.P." This agreement supercedes the prior agreement of the parties filed on March 3, 1970 with the Board of Supervisors.

WITNESSETH:

WHEREAS, the County of Colusa is the owner and operator of a certain airport facility situated approximately one and one-half miles southeast of the City of Colusa known as Colusa County Airport; and

WHEREAS, C.I.P. is the owner of certain real property contiguous to said airport, and has constructed an aircraft hangar and has previously had prior airport access; and

WHEREAS, it is the desire of the County of Colusa to encourage and facilitate the use of the Colusa County Airport by general aviation, and

WHEREAS, it is desirable that C.I.P. have access to the property and runway of the Colusa County Airport from C.I.P.'s property above referred to.

NOW, THEREFORE, IT IS AGREED:

1. The County does hereby give and grant to C.I.P. the right of ingress and egress for vehicles and aircraft to and from the property of the Colusa County Airport and the paved runway thereon over and across the following described property:

> Commencing at a point on the north line of that parcel of land known as the Colusa County Airport, from which point the East ¼ corner of Section 6, Township 15 North, Range 1 West bears South 63° 01' 20" West, 2447.96' feet; Thence South 73° 35' 30" East, 738.61 feet to the true point of beginning of the hereinafter described parcel of land; Thence South 9° 11' 40" East, 34.36 feet; Thence South 60° 48' 20" West, 250.00 feet; Thence South 29° 11' 40" East, 40.00 feet; Thence North 60° 48" 20" East, 273.82 feet' Thence North 9° 11' 40" West, 46.52 feet; Thence North 73° 35' 30" West, 40.00 feet to the true point of beginning.

2. C.I.P shall have the right, but is not obligated, to pave the surface of the ground over which this access is granted. It is understood that the use provided for herein is non-exclusive.

3. The granting of this right of access is not and shall not be construed to be a right to exclusive use of airport property or an easement or permanent right of any nature which might result in an encumbrance to the airport property. While it is anticipated by the County and C.I.P. that the right of access shall remain in effect for an

Attachment: Attachment #3 CIP and Colusa Airport Access Agreement (8534 : Off-Site Airport Access)

indefinite period, nevertheless, it is understood by the parties that the right is revocable and cancelable by the County at any time.

4. The granting of this right of access shall not be presumed to grant to C.I.P. any rights superior to those of the general public in the use of the airport, and both the County and C.I.P. recognize that the right of access may be changed from time to time to conform to the orderly use and development of the airport property. This County retains the right to deny C.I.P. access to the airport property unless C.I.P., in the conduct of any operations affecting the airport, conforms in all respects to the requirements of any existing or proposed Grant Agreement with the United States of America.

5. In the use of said right of access, C.I.P. shall comply with all rules and regulations promulgated by the Board of Supervisors of the County of Colusa.

6. There is no fee for the rights associated with this agreement.

IN WITNESS WHEREOF the parties have executed this agreement as hereinafter set forth.

DATED: January 11, 2005

COUNTY OF COLUSA

David G. Womble

David G. Womble, Chairman
Colusa County Board of Supervisors

C.I.P.

By

ATTEST:

Yolanda Irvada, Deputy
KATHLEEN MORAN, Clerk

APPROVED AS TO FORM

GEORGIA STEARNS, Interim County Counsel

Attachment: Attachment #3 CIP and Colusa Airport Access Agreement (8534 : Off-Site Airport Access)

COUNTY OF COLUSA, CA

Attachment #4

Request For Airport Advisory Committee

MEETING DATE: **January 3, 2022**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Presentation of Farinon Road Relocation and Off-Site Airport Access**

SITTING AS THE AIRPORT LAND USE COMMISSION

Presentation on conceptual plans for the relocation of Farinon Road in conjunction with off-site airport access.

PROJECT OVERVIEW

Owner:

Ed Hulbert
Colusa Industrial Properties
50 Sunrise Boulevard
Colusa, California 95932

Project Summary:

At the July 2021 ALUC meeting, Colusa Industrial Properties representatives (CIP) introduced conceptual plans for off-site runway access from the aviation homes at the CIP residential project and potential hangars located at the terminus of Niagara Avenue. Please see Attachment #1 for the staff report packet for this meeting.

The staff report identified several issues that would require resolution in order to determine the feasibility of providing off-site airport access. One issue is the potential conflict with both aircraft and vehicular traffic using Farinon Road. CIP representatives have prepared a conceptual plan which shows a potential realignment of Farinon Road to minimize the aircraft/vehicular traffic conflicts; although this conflict does not appear to be completely eliminated. Please refer to Attachment #2 for the realignment plan.

DISCUSSION:

As shown on the realignment plan, the general concept is to relocate Farinon Road further away from the end of Runway 13 in order to reduce the penetration into the protected 20:1 Approach Surface. In addition to relocating Farinon Road, the concept

Attachment: Attachment #4 ALUC Staff Reports 01 03 2022 and 07 12 2021 (8534 : Off-Site Airport Access)

would be to lower the surface grade to the maximum extent possible to further reduce the airspace penetration into the 20:1 Approach Surface.

This design concept is being brought forth to the Commission for informational and discussion purposes. Following the ALUC review, staff believes that the next step should be additional engineering analysis to determine the actual road elevations and distances from the end of Runway 13. This information is necessary to allow a follow-up with the FAA to determine whether this relocation would alter the FAA's "Hazard Determination" contained in its September 8, 2021 analysis (Attachment #3). While it appears that Farinon Road would be relocated out of the Runway Protection Zone (RPZ), existing portions would still be located within the Threshold Siting Surface (TSS). This further FAA review would determine the degree of benefit to the airport that the relocation of Farinon Road would have.

ALUC STAFF RECOMMENDATION:

This item is being brought to the Commission for additional information and discussion purposes. As discussed above, following the ALUC's review, further review of the relocation by the FAA is important to determine the degree of benefit that the Farinon Roard relocation would have to the airport.

PRIOR COMMITTEE ACTION

The ALUC initially considered the concept of off-site airport access at its July 2021 meeting.

FISCAL IMPACT/FUNDING SOURCE

None at this time.

PREPARATION:

Prepared By:

Greg Plucker, Community Development Director (530) 458-0483

ACTION FOR THE CLERK

None at the present time.

ATTACHMENTS:

- Attachment #1 ALUC July 2021 Packet Off Site Airport Access (PDF)
- Attachment #2 Farinon Road Realignment Plan (PDF)
- Attachment #3 2021 09 08 FAA Letter Re Farinon (PDF)

Attachment: Attachment #4 ALUC Staff Reports 01 03 2022 and 07 12 2021 (8534 : Off-Site Airport Access)

COUNTY OF COLUSA, CA

Attachment #4

Request For Airport Advisory Committee

MEETING DATE: **July 12, 2021**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Presentation of Conceptual Plans for Off-Site Airport Access**

SITTING AS THE AIRPORT LAND USE COMMISSION

Receive a presentation on conceptual plans for off-site airport access from Colusa Industrial Properties' representatives.

PROJECT OVERVIEW

Owner:

Ed Hulbert
Colusa Industrial Properties
50 Sunrise Boulevard
Colusa, California 95932

Project Summary:

Colusa Industrial Properties representatives (CIP) have submitted a letter requesting that the Airport Land Use Commission review and make a determination of consistency for their request to allow off-site runway access from the aviation homes at the CIP residential project and planned hangars located at the terminus of Niagara Avenue. Please see Attachment #1 for the details.

Location:

The aviation homes are located at the southernmost portion of the CIP residential development, approximately 1,500 northwest from the end of Runway 13, and the hangers would be located west of the terminus of Niagara Avenue approximately 1,000 feet west of the end of Runway 13. Please see the site plan in Attachment #1 for specific details.

DISCUSSION:

On May 10, 2021, CIP representatives submitted a cover letter and conceptual plans for off-site airport access and requested that staff convene a special meeting in June for the ALUC to make a determination of consistency for the project against the ALUCP.

Attachment: Attachment #4 ALUC Staff Reports 01 03 2022 and 07 12 2021 (8534 : Off-Site Airport Access)

They requested this determination so that they then could start discussions with the Board with respect to potential access.

Upon review of the project, staff determined that additional information was necessary before the project could be brought to the Commission for a formal consistency determination. In addition, the proposal as it currently exists is not subject to an ALUC consistency determination, a special meeting was not scheduled. Rather, staff scheduled the item for the Commission's first available regular meeting as an informational presentation to inform the Commission about the potential project.

In order for off-site airport access to be obtained to the airport, FAA regulations contain a number of requirements that must be met before a "through-the-fence" (TTF) agreement can be considered for approval by the FAA. A critical requirement for a TTF agreement is that the airport's layout plan be amended to include this access to the airport. The proposed modification to the airport layout plan is the land use action that triggers the ALUC consistency review. In discussing the process to amend the airport layout plan with the Airport Manager, such a modification is possible but the entirety of the cost of the County's consultant who would process the amendment and necessary environmental review (NEPA and CEQA) would be funded by the applicant requesting the layout plan amendment.

Before this process is formally started, staff has requested that additional information be provided to be able to analyze the project and provide a recommendation to the Commission. This information includes:

(1) The results of the Farinon height penetration study currently being conducted.

County staff and the County's airport consultant are currently conducting a study to clarify height limits along Farinon Road and potential options to resolve any height issues. It is hoped that this effort will be resolved in the next several months and information from this study will help determine any height related issues with this project.

(2) Additional information which details what access rights the residential aviation and hanger properties have to utilize Farinon Road.

Access rights along Farinon Road are very complex. As stated in Attachment #1, historically, the Pickles and Dekellis property (Bowles Flying Service) had runway access as well as L.A. Otterson's hangar, now occupied by Wilbur Ellis. While historic access was provided, current access may have been extinguished due to changes in Federal regulations; although this issue will require further analysis before a final determination can be made.

In addition, moving forward, details of Farinon Road access rights will have to be explored and whether any new access would conflict with existing access rights will have to be determined.

(3) Information describing how the conflict between aircraft and vehicular traffic on

Attachment: Attachment #4 ALUC Staff Reports 01 03 2022 and 07 12 2021 (8534 : Off-Site Airport Access)

Farinon Road could be addressed needs to be provided.

As indicated in Attachment #1, CIP has been working on the aviation home project for over 10 years. In fact, in the 2008 County prepared CIP residential development Environmental Impact Report (EIR), access to the airport from the aviation homes was anticipated. As discussed in the EIR, roadway improvements were planned which would have expanded Farinon Road and relocate it about 100 feet to the north to move it off of the airport property and place it approximately 560 feet from the end of the airport runway. The EIR's adopted mitigation measures required this reconstruction of Farinon Road as part of the residential project. In addition, the conceptual development plan prepared for the CIP residential project that included the EIR's mitigation measures showed the relocated Farinon Road alignment and that the aviation homes would access the airport by the "former" alignment of Farinon Road.

In implementing the CIP residential project following its annexation to the City, a number of project changes were approved by the City and Farinon Road was not relocated as anticipated in the EIR and required by the EIR's mitigation measures. As such, aircraft access to the airport using Farinon Road would now conflict with existing vehicular traffic. Going forward, a solution to this conflict will need to be developed.

ALUC STAFF RECOMMENDATION:

This item is being brought to the Commission for informational purposes. Ultimately, the project will require a consistency review by the Commission against the ALUCP. The land use action that will trigger the formal consistency review is the amendment to the County Airport's Layout Plan to show the off-airport access.

As discussed herein, there are several important issues that will required to be addressed to determine the overall project feasibility. As these issues are resolved, staff believes that it may be prudent to bring the project back to the Commission for further discussion and comment in advance of initiating the formal amendment to the airport's layout plan.

PRIOR COMMITTEE ACTION

None

FISCAL IMPACT/FUNDING SOURCE

None at this time.

PREPARATION:

Prepared By:

Attachment: Attachment #4 ALUC Staff Reports 01 03 2022 and 07 12 2021 (8534 : Off-Site Airport Access)

ACTION FOR THE CLERK

None at the present time.

ATTACHMENTS:

- Attachment #1 Aviation Home Letter Submittal and Site Plan (PDF)

Attachment: Attachment #4 ALUC Staff Reports 01 03 2022 and 07 12 2021 (8534 : Off-Site Airport Access)

Attachment #1
Attachment #4

COLUSA INDUSTRIAL PROPERTIES, INC.

50 Sunrise Blvd. • Colusa, California 95932

Office Phone: (530) 458-2118
Fax: (530) 458-2110

May 10, 2021

Colusa County Airport Land Use Commission
Greg Plucker, Community Development Director
220 12th Street
Colusa, CA 95932

Re: June ALUC Meeting

Dear Greg,

CIP would like to request a June ALUC Board Meeting. I believe this submittal will make your cutoff timeline. We have two items for discussion and possible action.

1. We are negotiating with a new company coming into Colusa County. The project would involve the sale and development of the 5ac. Pickles Property. This property has been run down and not in use for the past 30 years.

   The company is Tan Oak Innovation. Tan Oak is an abundant hardwood tree species. Tan Oak grows primarily along the coast from Brookings, Oregon to Santa Cruz, California. It is a waste material that is the result of timber harvesting.

   The project will consist of (2) 100'x200'x30' buildings and a 40'x60' office (attached).

   The Tan Oak will be converted into charcoal, and in subsequent phases: veneer, plywood and possibly, xylitol.

   The project will be permitted in the City of Colusa.

   We are requesting review for consistency with the ALUCP by the ALUC, subject to the F.A.A. determination of "no hazard to air navigation", as time is of the essence to be in a position to land this new company.

   We can provide any other specific information you may require.

2. CIP is developing and building our residential project that we have worked on for over 10 years. Part of our original plan was for aviation homes south of the 10 acre over flight area. This would require runway access.

Attachment: Attachment #4 ALUC Staff Reports 01 03 2022 and 07 12 2021 (8534 : Off-Site Airport Access)

We are also currently developing a map for the land at the end of Niagara Avenue for potential airplane hangars which will also require formalizing runway access along the north border of the Pickles property.

Historically, the Pickles and Dekellis property (Bowles Flying Service) had runway access as well as L.A. Otterson's hangar, now occupied by Wilbur Ellis.

CIP is requesting ALUC review and determination of consistency with allowing runway access for these various projects. This will enable CIP to move forward with County Supervisors in perfecting any possible access agreements.

I would also repeat my request for the ALUC to schedule monthly meetings. Now that the board has been reconfigured and there are long-term planning issues plus new projects that warrant a monthly meeting for meeting timelines and consistency. Please add this as an agenda item for discussion.

We appreciate your consideration.

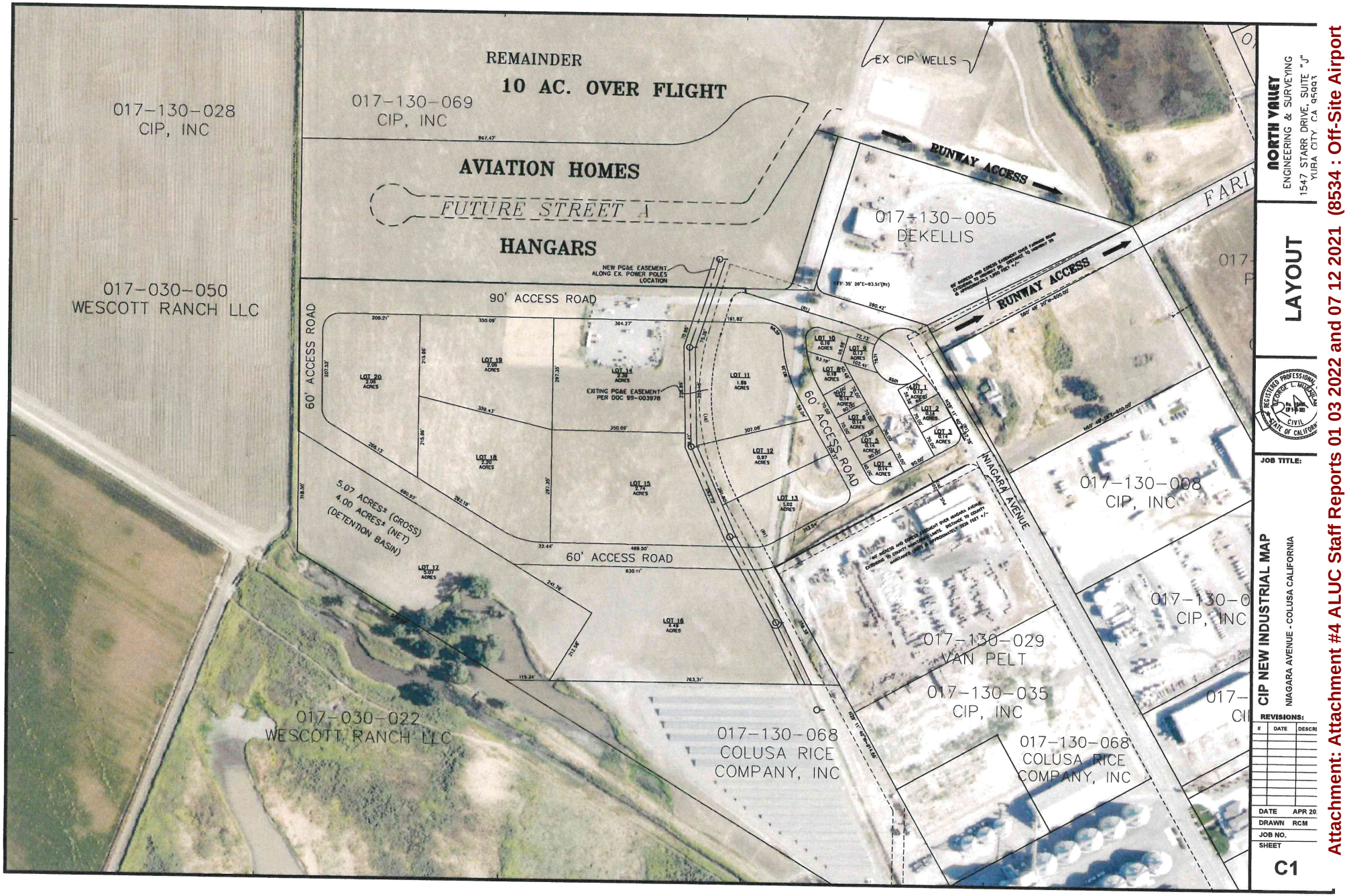
Sincerely,

Ed Hulbert, C.E.O.

Cc: Michael P. West, Chair - ALUC
Daurice Kalfsbeek Smith, Supervisor

Attachment: Attachment #4 ALUC Staff Reports 01 03 2022 and 07 12 2021 (8534 : Off-Site Airport Access)

Attachment #1
Attachment #4



NORTH VALLEY
ENGINEERING & SURVEYING
1547 STARR DRIVE, SUITE "J"
YUBA CITY, CA 95993

LAYOUT

REGISTERED PROFESSIONAL ENGINEER GEORGE L. MURPHY CIVIL STATE OF CALIFORNIA

JOB TITLE:
CIP NEW INDUSTRIAL MAP
NIAGARA AVENUE - COLUSA CALIFORNIA

REVISIONS:

#	DATE	DESCRI

DATE APR 20
DRAWN RCM
JOB NO.
SHEET
C1

Attachment: Attachment #4 ALUC Staff Reports 01 03 2022 and 07 12 2021 (8534 : Off-Site Airport

Attachment #4

DRAFT

REMAINDER
10 AC. OVER FLIGHT
017-130-069
CIP, INC

AVIATION HOMES
FUTURE STREET A

EX CIP WELLS

NEW ALIGNMENT

RUNWAY ACCESS

RUNWAY ACCESS

FARINON ROAD

017-130-005
DEKELLIS

017-130-052
CIP, INC

017-130-064
CIP, INC

017-130-053
CIP, INC

017-130-054
CIP, INC

017-130-053
COUNTY OF COLUSA
AIRPORT

017-130-008
CIP, INC

017-130-008
CIP, INC

017-130-029
VAN PELT

017-130-035
CIP, INC

017-130-037
CIP, INC

017-130-039
CIP, INC

017-130-068
COLUSA RICE
COMPANY, INC

017-130-080
BLUE HERON RIDGE, INC.

NEW PG&E EASEMENT
ALONG EX. POWER POLES
LOCATION

60' ACCESS ROAD

60' ACCESS ROAD

60' ACCESS ROAD

60' ACCESS ROAD

017-130-050
WESCOTT RANCH LLC

017-130-022
WESCOTT RANCH LLC

5.07 ACRES± (GROSS)
4.00 ACRES± (NET)
(DETENTION BASIN)

EXITING PG&E EASEMENT
PER DOC 99-003978

NIAGARA AVENUE

017-130-006
HUEBERT

LOT 1 2.38 ACRES
LOT 2 0.27 ACRES
LOT 3 0.22 ACRES
LOT 4 1.34 ACRES
LOT 5 0.80 ACRES
LOT 6 0.82 ACRES
LOT 7 2.63 ACRES
LOT 8 2.74 ACRES
LOT 9 4.49 ACRES
LOT 10 5.07 ACRES
LOT 11 2.20 ACRES
LOT 12 2.30 ACRES
LOT 13 2.23 ACRES

NORTH VALLEY
ENGINEERING & SURVEYING
1547 STARR DRIVE, SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

AIRPORT PLAN LAYOUT

REGISTERED PROFESSIONAL ENGINEER
GEORGE L. MUSICANT
No. 25875
CIVIL
STATE OF CALIFORNIA

JOB TITLE:

CIP NEW INDUSTRIAL MAP

NIAGARA AVENUE - COLUSA CALIFORNIA

REVISIONS:

#	DATE	DESCRIPTION

DATE	APR 2021
DRAWN	RCM
JOB NO.	
SHEET	C1

Attachment: Attachment #4 ALUC Staff Reports 01 03 2022 and 07 12 2021 (8534 : Off-Site Airport Access)

Attachment #4
RECEIVED
SEP 10 2021
Colusa County Public Works

Federal Aviation Administration

September 08, 2021

TO:
Colusa County
Attn: Michael Azevedo
1215 Market Street
Colusa, CA 95932
mjazevedo@countyofcolusa.com

CC:
COUNTY OF COLUSA
COUNTY COURTHOUSE
COLUSA, CA 95932
mjazevedo@countyofcolusa.com

CC:
Brandley Engineering
Attn: Damon Brandley
6125 King Road, Suite 201
Loomis, CA 95650
brandley@rwbrandley.com

RE: *(See attached Table 1 for referenced case(s))*
DETERMINATION OF HAZARD TO AIR NAVIGATION

Table 1 - Letter Referenced Case(s)

ASN	Prior ASN	Location	Latitude (NAD83)	Longitude (NAD83)	AGL (Feet)	AMSL (Feet)
2021-AWP-2486-NRA		COLUSA,CA	39-11-02.83N	121-59-46.68W	14	63
2021-AWP-2487-NRA		COLUSA,CA	39-11-01.98N	121-59-48.60W	14	64
2021-AWP-2488-NRA		COLUSA,CA	39-11-00.94N	121-59-50.26W	14	64

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C, Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Description: Aeronautical evaluation of existing Farinon Ave. within the approach of Runway 13.

This aeronautical study revealed that the structure as described above would have a substantial adverse effect on the safe and efficient utilization of the navigable airspace by aircraft and/or on the operation of air navigation facilities. Therefore, pursuant to the authority delegated to me, it is hereby determined that the structure would be a hazard to air navigation.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

This aeronautical study considered and analyzed the impact on existing and proposed arrival, departure, and en route procedures for aircraft operating under both visual flight rules and instrument flight rules; the impact on all existing and planned public-use airports, military airports and aeronautical facilities; and the cumulative impact resulting from the studied structure when combined with the impact of other existing or proposed structures. The study disclosed that the described structure would have a substantial adverse effect on air navigation.

An account of the study findings, aeronautical objections received by the FAA during the study (if any), and the basis for the FAA's decision in this matter can be found on the following page(s).

Attachment: Attachment #4 ALUC Staff Reports 01 03 2022 and 07 12 2021 (8534 : Off-Site Airport Access)

Attachment #4

The object (existing roadway) penetrates the Colusa Airport (O08) Runway 13 Approach Runway Protection Zone (RPZ) at a vertical height of 14-feet. The object penetrates the Runway 31 Departure Runway Protection Zone (RPZ) at a vertical height of 14-feet. The object infringes upon the instrument departure surface of existing Runway 31, as defined in Advisory Circular 150/5300-13, Airport Design, and Engineering Brief (EB) 99A. The object vertically penetrates the Departure 40:1 Obstruction Clearance Surface (OCS), Section 1 by 3-feet. Colusa Airport is a Federally obligated airport. Federally obligated airports are subject to Airport Improvement Program (AIP) Grant Assurance 20 and 21, which require the protection of the approach and departure surfaces. In order to mitigate the identified obstacle penetrations, we highly recommend the Airport Sponsor deliberate implementing nighttime road access restriction controls, as a safety consideration, for the subject private/public road segment that traverses the dedicated airport property. Alternatively, Visual Glide Slope Indicators (VGSI), Runway End 13 PAPI, obstacle mitigation feasibility analysis may be necessitated. We further recommend the Airport Sponsor comply with applicable local zoning ordinances and assure compatible land use and take all possible measures to protect against, and remove or mitigate, incompatible land uses. These obstacles penetrate the visual area for aircraft circling to runway 13. This will result in changing the notes on the RNAV (GPS) Rwy 31, RNAV (GPS)-B, and the VOR-A procedures to "procedure NA at night". They also need to be identified as low close-in obstacles for all departures off runway 31. NOTAMs are being processed for these procedures and amendments will be initiated. Close the road for night operation. . In order to mitigate the identified obstacle penetrations, we highly recommend the Airport Sponsor deliberate implementing nighttime road access restriction controls, as a safety consideration, for the subject private/public road segment that traverses the dedicated airport property.

If you have any questions concerning this determination contact Lloyd E. Lewis (424) 405-7316 lloyd.e.lewis@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-AWP-2486-NRA.

Lloyd E. Lewis
DivUser
Signature Control No: 482466454-493961049

Attachment: Attachment #4 ALUC Staff Reports 01 03 2022 and 07 12 2021 (8534 : Off-Site Airport Access)

COUNTY OF COLUSA, CA **9.1**

Request For County Board of Supervisors Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**County Counsel**
FROM:	**Richard Stout**
SUBJECT:	**CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. County of Colusa v. City of Colusa, et.al. Sacramento County Superior Court Case Number 34-2022-8000385 1-CU-WMGDS

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA **9.2**

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **County Counsel**

FROM: **Jennifer Sutton**

SUBJECT: **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. Sean M Martin v County of Colusa, Colusa County Superior Court Case No. C6489.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA **9.3**

Request For County Board of Supervisors Action

MEETING DATE:	**August 16, 2022**
DEPARTMENT:	**County Counsel**
FROM:	**Jennifer Sutton**
SUBJECT:	**CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9**

CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d)(2).
Two matters.

Detailed Description/Background of request

Prior Board Action

Fiscal Impact/Funding Source

Action for the Clerk

COUNTY OF COLUSA, CA **10.1**

Request For County Board of Supervisors Action

MEETING DATE: **August 16, 2022**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Public Hearing on the implementation of Government Code 51244 (commonly known as AB 1265 process) on Williamson Act and Farmland Security Zone Contracts**

Public Hearing and adoption of a Resolution implementing an amended Williamson Act program for 2023 pursuant to Government Code 51244 and directing staff to take the necessary actions to implement said amendment.

Detailed Description/Background of Request

Prior to 2009, the County was receiving approximately $856,000 a year in subvention funding from the State as a result of the County's participation in the State's Land Conservation Act (LCA) program. However, in Fiscal Year 2009-2010, the State reduced the state-wide subvention funding essentially eliminating the State's financial support and shifting the financial responsibility of the State's LCA program to the local level.

In order to provide some relief from the State's failure to provide fiscal support of its LCA program, the State adopted several pieces of legislation that allowed counties to recapture a portion of the lost property taxes. This legislation (commonly referred to as the AB 1265 process) allows for a contract revision that reduces the term of the contracts by 10 percent, which in turn allows the County to recapture 10 percent of the difference between the reduced LCA property tax amount and what would have otherwise been collected.

AB 1265 Process

Government Code Section 51244 (the AB 1265 process) specifies the process which allows counties to re-capture a portion of the property tax benefits provided to their LCA contract holders (both Williamson Act and Farmland Security Zone contracts) (Attachment #1). As a result of the County implementing the AB 1265 process since 2019, the County has been collecting approximately 42.5 percent of the $856,000 annual subvention payment that the County previously received. This year the Assessor has estimated that the County will collect approximately $389,000 in lost tax revenue because of our participating in the Williamson Act program. While contract holders' tax

payments did increase in 2019 as a result of the AB 1265 process, County-wide these property owners are still be receiving over $3.2 million in tax savings annually.

The key steps to implement the AB 1265 process are as follows:

(1) Send a written notice to all contract holders of the hearing on the proposal to implement the provisions of AB 1265 (GC§ 51244(b)(5)(A);

County staff sent the required public hearing notices to all contract holders informing them of the Board's meeting to decide whether or not to implement the AB 1265 provisions for 2023. A public hearing notice was also published in the newspaper.

(2) At the hearing, make the finding that the County received less than one-half of the foregone property tax revenue the previous fiscal year and make the determination to implement the provisions of AB 1265 (GC§ 51244(b)(1);

The County has not received any subvention payments during the last fiscal year and, thus, qualifies for the implementation of AB 1265 process due to receiving less than one-half of the foregone property tax revenue.

(3) Send a written notice of the Board's decision to implement the provisions of AB 1265 and the right to prevent its implementation by self-non-renewing the contract to all contract holders (this notice would have to be sent by mid-September in order to give the contract holders the mandated 90-day notice period) (GC§ 51244(b)(5)(B and C);

Should the Board vote to implement the provisions AB 1265 for 2023, County staff will mail to all contractor holders the 90-day notice informing them of the decision and their right to prevent its implementation on their contracted lands by self non-renewing their contracts. The attached resolution would waive the non-renewal fees should a contract holder file a notice of non-renewal as a result of the AB 1265 process; although staff does not believe that this will occur.

(4) Record a notice with the County Recorder which lists the affected parcel numbers and the current owners' names (GC§ 51244(b)(2).

Should the Board vote to implement the provisions AB 1265, County staff will record the required list.

Summary

This agenda item is a public hearing to determine whether to implement the AB 1265 process for 2023. Should the AB 1265 process be implemented, LCA contract holders would lose a portion of their tax savings that they are receiving as a result of their participation in the County's LCA program. However, these contract holders are still receiving over $3.2 million in tax savings annually. This is not a permanent decision as each year the Board is required to conduct a hearing and determine whether to

continue with the implementation of the AB 1265 process; assuming that the County has received less than 50 percent of the lost tax revenue through subvention funding the prior fiscal year. Accordingly, the Board could implement the AB 1265 provisions in one year and not implement the AB 1265 provisions in another year.

As the Board may recall, in the State's 22-23 budget some $25 million has been appropriated to the Department of Conservation to fund subvention payments to counties participating in the Williamson Act Program. While the details of the payments have not been identified, should the County receive more than 50% of its normal subvention payments (approximately $428,000) in FY 22-23, then next fiscal year the County would not be able to implement the AB 1265 process.

Prior Board Action

Please refer to Attachment #2 for a detailed list of past Board actions regarding the County's Land Conservation Act actions.

In August of 2019, the Board adopted Resolution No. 19-046 implementing the AB 1265 process for 2020.

In August of 2020, the Board adopted Resolution No. 20-030 implementing the AB 1265 process for 2021.

In August of 2021, the Board adopted Resolution No. 21-040 implementing the AB 1265 process for 2022.

Fiscal Impact/Funding Source

Should the Board approve the implementation of the AB 1265 process, this would generate approximately $364,000 in additional General Fund revenue. The County would incur minimal costs processing the required notices and recording the contracted owner's list.

Action for the Clerk

Should the Board approve the implementation of the AB 1265 process, obtain the Board Chair's signature on the implementing resolution and send a signed electronic copy to the Community Development Director and County Assessor.

ATTACHMENTS:

- Resolution Approving the AB 1265 Process For 2023 (DOCX)
- Attachment #1 Williamson Act Statutes (AB 1265 Process) (PDF)
- Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (PDF)
- Hearing Notice AB 1265 Process for 2023 (PDF)
- Email frm Michael Doherty re Williamson Act contracts (PDF)

RESOLUTION NO. 22-____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS IMPLEMENTING AN AMENDED WILLIAMSON ACT PROGRAM FOR 2023

WHEREAS, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965 to implement State farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses;

WHEREAS, over the past 50 years, the County of Colusa ("County") has embraced and implemented the State of California's farmland preservation policies set forth in the Act;

WHEREAS, over 318,000 acres in the County are presently conserved by voluntary County and landowner participation in 10-year and 20-year Williamson Act contracts;

WHEREAS, for decades, the State has provided subvention funding to replace the lost property tax revenues that participating counties throughout the State have incurred as a consequence of participating in the State's Williamson Act;

WHEREAS, in 2009 the State of California eliminated all but $1,000 in State funding for the Williamson Act program, thus shifting the full financial burden of the State's Williamson Act program to counties throughout the State at a very difficult fiscal time;

WHEREAS, in 2011 Assembly Bill 1265 ("AB 1265") was adopted in an effort to provide a partial solution to the elimination of subvention funding and to continue the program established by Senate Bill 863 (2010);

WHEREAS, in 2014 Senate Bill 1353 was adopted which deleted the sunset date of AB 1265 and allowed the use of the AB 1265 process for revising contracts to recapture 10 percent of the lost property tax benefit to Williamson Act contract holders indefinitely into the future;

WHEREAS, since the elimination of subvention funding by the State, the County has lost approximately $856,000 annually in order to continue the State's Williamson Act program;

WHEREAS, given the fiscal impact that the loss of the subvention funding has had and continues to have on the County, the Board of Supervisors has considered the AB 1265 process as an alternative to offset a portion of the fiscal impact to the County while maintaining the County's Williamson Act program; and

WHEREAS, pursuant to Government Code Section 51244 et seq., a public hearing notice was published and mailed to the landowners in the County's Williamson Act program informing them of the initial hearing by the Board of Supervisors on the proposal to adopt the AB 1265 process at which time that the Board of Supervisors made certain findings to implement the AB 1265 process.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That during the prior fiscal year (i.e., 2021-22), the payments received by the County pursuant to Government Code Sections 16142 and 16142.1 amounted to less than one-half of its actual foregone general fund property tax revenue.

Attachment: Resolution Approving the AB 1265 Process For 2023 (8479 : AB 1265 Implementation Public Hearing)

2. The Board of Supervisors hereby approves the implementation of the AB 1265 process. In accordance with Government Code Section 51244(b)(1), unless otherwise exempt the term for all 10-Year Land Conservation Contracts shall be reduced to nine (9) years and the term for all 20-Year Land Conservation Act Contracts shall be reduced to eighteen (18) years effective on the anniversary date of all such contracts (January 1, 2023).

3. The County Assessor is hereby instructed to take all necessary actions to implement the provisions of Government Code Section 51244 et seq. otherwise known as the AB 1265 process.

4. The Clerk to the Board of Supervisors and the Community Development Director are hereby instructed to send notices to all landowners in the County's Williamson Act program informing them of the Board of Supervisor's decision to implement the provisions of Government Code Section 51244 et seq., otherwise known as the AB 1265 process, and their right to prevent the reduction in the term of their contract by serving a notice of nonrenewal within ninety (90) days as specified by Section 51245. The failure of a landowner to serve timely notice of non-renewal shall be considered implied consent to the implementation of AB 1265.

5. Should any landowner elect to serve a notice of non-renewal instead of accepting the reduced contract term, County staff shall waive any process fees. County staff is hereby directed to process the notice of non-renewal pursuant to Government Code Section 51245.

PASSED AND ADOPTED by the Board of Supervisors, Colusa County, State of California, this 16th day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

_____
J. Merced Corona, Board Chair

ATTEST: Wendy G. Tyler,
Clerk to the Board of Supervisors

By_____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Resolution Approving the AB 1265 Process For 2023 (8479 : AB 1265 Implementation Public Hearing)

GOVERNMENT CODE - GOV
TITLE 5. LOCAL AGENCIES [50001 - 57550]

(Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 1. CITIES AND COUNTIES [50001 - 52203]

(Division 1 added by Stats. 1949, Ch. 81.)

PART 1. POWERS AND DUTIES COMMON TO CITIES AND COUNTIES [50001 - 51298.5]

(Part 1 added by Stats. 1949, Ch. 81.)

CHAPTER 7. Agricultural Land [51200 - 51297.4]

(Chapter 7 added by Stats. 1965, Ch. 1443.)

ARTICLE 3. Contracts [51240 - 51257.5]

(Article 3 added by Stats. 1965, Ch. 1443.)

51240.

Any city or county may by contract limit the use of agricultural land for the purpose of preserving such land pursuant and subject to the conditions set forth in the contract and in this chapter. A contract may provide for restrictions, terms, and conditions, including payments and fees, more restrictive than or in addition to those required by this chapter.
(Amended by Stats. 1969, Ch. 1372.)

51241.

If such a contract is made with any landowner, the city or county shall offer such a contract under similar terms to every other owner of agricultural land within the agricultural preserve in question.
However, except as required by other provisions of this chapter, the provisions of this section shall not be construed as requiring that all contracts affecting land within a preserve be identical, so long as such differences as exist are related to differences in location and characteristics of the land and are pursuant to uniform rules adopted by the county or city.
(Amended by Stats. 1969, Ch. 1372.)

Attachment: Attachment #1 Williamson Act Statutes (AB 1265 Process) (8479 : AB 1265 Implementation Public Hearing)

51242.

No city or county may contract with respect to any land pursuant to this chapter unless the land:

(a) Is devoted to agricultural use.

(b) Is located within an area designated by a city or county as an agricultural preserve.

(Amended by Stats. 1969, Ch. 1372.)

51243.

Every contract shall do both of the following:

(a) Provide for the exclusion of uses other than agricultural, and other than those compatible with agricultural uses, for the duration of the contract.

(b) Be binding upon, and inure to the benefit of, all successors in interest of the owner. Whenever land under a contract is divided, the owner of any parcel may exercise, independent of any other owner of a portion of the divided land, any of the rights of the owner in the original contract, including the right to give notice of nonrenewal and to petition for cancellation. The effect of any such action by the owner of a parcel created by the division of land under contract shall not be imputed to the owners of the remaining parcels and shall have no effect on the contract as it applies to the remaining parcels of the divided land. Except as provided in Section 51243.5, on and after the effective date of the annexation by a city of any land under contract with a county, the city shall succeed to all rights, duties, and powers of the county under the contract.

(Amended by Stats. 1998, Ch. 690, Sec. 1.5. Effective January 1, 1999.)

51243.5.

(a) This section shall apply only to land that was within one mile of a city boundary when a contract was executed pursuant to this article and for which the contract was executed prior to January 1, 1991.

Attachment: Attachment #1 Williamson Act Statutes (AB 1265 Process) (8479 : AB 1265 Implementation Public Hearing)

(b) For any proposal that would result in the annexation to a city of any land that is subject to a contract under this chapter, the local agency formation commission shall determine whether the city may exercise its option to not succeed to the rights, duties, and powers of the county under the contract.

(c) In making the determination required by subdivision (b), pursuant to Section 51206, the local agency formation commission may request, and the Department of Conservation shall provide, advice and assistance in interpreting the requirements of this section. If the department has concerns about an action proposed to be taken by a local agency formation commission pursuant to this section or Section 51243.6, the department shall advise the commission of its concerns, whether or not the commission has requested it to do so. The commission shall address the department's concerns in any hearing to consider the proposed annexation or a city's determination whether to exercise its option not to succeed to a contract, and shall specifically find that substantial evidence exists to show that the city has the present option under this section to decline to succeed to the contract.

(d) A city may exercise its option to not succeed to the rights, duties, and powers of the county under the contract if both of the following had occurred prior to December 8, 1971:

(1) The land being annexed was within one mile of the city's boundary when the contract was executed.

(2) The city had filed with the county board of supervisors a resolution protesting the execution of the contract.

(e) A city may exercise its option to not succeed to the rights, duties, and powers of the county under the contract if each of the following had occurred prior to January 1, 1991:

(1) The land being annexed was within one mile of the city's boundary when the contract was executed.

(2) The city had filed with the local agency formation commission a resolution protesting the execution of the contract.

(3) The local agency formation commission had held a hearing to consider the city's protest to the contract.

(4) The local agency formation commission had found that the contract would be inconsistent with the publicly desirable future use and control of the land.

(5) The local agency formation commission had approved the city's protest.

Attachment: Attachment #1 Williamson Act Statutes (AB 1265 Process) (8479 : AB 1265 Implementation Public Hearing)

(f) It shall be conclusively presumed that no protest was filed by the city unless there is a record of the filing of the protest and the protest identifies the affected contract and the subject parcel. It shall be conclusively presumed that required notice was given before the execution of the contract.
(g) The option of a city to not succeed to a contract shall extend only to that part of the land that was within one mile of the city's boundary when the contract was executed.
(h) If the city exercises its option to not succeed to a contract, then the city shall record a certificate of contract termination with the county recorder at the same time as the executive officer of the local agency formation commission files the certificate of completion pursuant to Section 57203. The certificate of contract termination shall include a legal description of the land for which the city terminates the contract.
(Amended by Stats. 2002, Ch. 188, Sec. 1. Effective January 1, 2003.)

51243.6.

The Legislature finds and declares the following:
(a) The enforceability of contracts entered into pursuant to this article is necessary to permit the preferential taxation provided to the owners of land under contract, pursuant to Section 8 of Article XIII of the California Constitution.
(b) The option granted to a city pursuant to Section 51243.5 to elect not to succeed to a contract may be held only by the city.
(c) No contracting landowner has a reasonable expectation that a contract can be terminated immediately pursuant to this article without penalty.
(Added by Stats. 2002, Ch. 188, Sec. 2. Effective January 1, 2003.)

51244. *(Note: AB 1265 Process)*

(a) Each contract shall be for an initial term of no less than 10 years. Each contract shall provide that on the anniversary date of the contract or such other annual date as specified by the contract a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Section 51245.

Attachment: Attachment #1 Williamson Act Statutes (AB 1265 Process) (8479 : AB 1265 Implementation Public Hearing)

(b) (1) If the county makes a determination pursuant to subdivision (e) of Section 16142 or subdivision (d) of Section 16142.1, contracts shall be for a term of no less than 9 years for contracts currently 10 years in length or 18 years for contracts currently 20 years in length, as the case may be. For new contracts entered into during a year in which this subdivision is in effect, the initial contract length shall be either 9 or 18 years. Each contract shall provide, except in the initial year of the determination, that on the anniversary date of the contract or such other annual date as specified by the contract, a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Section 51245.

In any subsequent year during the reduced term of contract in which increased revenue is not realized by the county pursuant to Section 51244.3, 2 or 3 additional years shall be added to the contract on the next anniversary date, as necessary, to restore the contract to its full 10-year or 20-year contract length.

(2) In any year in which this subdivision is implemented, the county shall record a notice that states the affected parcel number or numbers and current owner's names, or, alternatively, the same information for those parcels that are not affected.

(3) An addition to the assessed value shall be conveyed to the auditor, consistent with the 10-percent reduction in the length of the restriction, equal to 10 percent of the difference between the valuation pursuant to Section 423, 423.3, 423.4, or 423.5 of the Revenue and Taxation Code, as applicable, and the valuation under subdivision (b) of Section 51 or Section 110.1 of the Revenue and Taxation Code, whichever is lower. If the valuation under subdivision (b) of Section 51 or Section 110.1 of the Revenue and Taxation Code is lower, the addition to the assessed value shall be zero. The increased amount of tax revenue that results from the decrease in restriction shall be separately displayed on the taxpayer's annual bill.

(4) A landowner may elect to serve notice of nonrenewal instead of accepting a 9-year or 18-year contract, as the case may be. In that case, the additional assessed value shall not be added to the property as provided for in paragraph (3).

For purposes of this subdivision, a landowner may serve notice of nonrenewal at any time. However, a landowner who withdraws that notice prior to the effective date shall be subject to term modification and additional assessed value. Once served and effective, a landowner nonrenewal notice may not be withdrawn except for cause and with the consent of the county.

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A county may adopt amendments to its uniform rules to facilitate implementation of this subdivision during the 2011–12 fiscal year, and thereafter as necessary.

(5) In addition to any other notice requirements, a county shall provide a landowner under contract with timely written notice of all of the following:

(A) Any initial hearing by the county on a proposal to adopt or rescind the implementation of this subdivision.

(B) Any final decision regarding the adoption or rescission of implementation of this subdivision.

(C) The landowner's right to prevent the reduction in the term of his or her contract pursuant to this subdivision by serving notice of nonrenewal as specified by Section 51245. This notice may be combined with the county's notice in subparagraph (B).

(6) A county shall not modify or revalue a landowner's contract pursuant to this subdivision unless the landowner is given at least 90 days' notice of the opportunity to prevent the modification and revaluation by serving notice of nonrenewal and the landowner fails to serve notice of nonrenewal. The county may use the primary owner of record from the assessment roll to identify landowners entitled to receive notice under this subdivision. A landowner shall be advised of the landowner's right to avoid continued imposition of this subdivision in any future year and thereafter by serving a notice of nonrenewal for that contract year. Failure of the landowner to serve timely notice of nonrenewal in any year shall be considered implied consent to the implementation of this subdivision for that year.

The 90-day notice requirement may be reduced to 60 days if the county adopts a procedure to allow landowners to serve a notice of nonrenewal until February 1, 2012.

(7) This subdivision shall not apply to any of the following:

(A) Contracts that have been nonrenewed.

(B) Contracts with cities.

(C) Open-space or agricultural easements.

(D) Scenic restrictions.

(E) Wildlife habitat contracts.

(F) Atypical term contracts, including, but not limited to, 20-year initial term contracts declining to 10 years, or reencumbrances pursuant to Section 51295, if the county's board of supervisors

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determines the application of this subdivision to them would be inequitable or administratively infeasible.

(Amended (as amended by Stats. 2011, Ch. 90, Sec. 5) by Stats. 2014, Ch. 322, Sec. 5. Effective January 1, 2015.)

51244.3.

(a) This section shall apply to properties under a 9-year or 18-year contract, as the case may be, pursuant to subdivision (b) of Section 51244. Notwithstanding any other provision to the contrary, increased revenues generated by those properties shall be allocated exclusively to the respective counties in which those properties are located.

(b) This section shall only apply if the county makes a determination pursuant to either Section 16142 or 16142.1.

(Amended by Stats. 2014, Ch. 322, Sec. 7. Effective January 1, 2015.)

51244.5.

Notwithstanding the provisions of Section 51244, if the initial term of the contract is for more than 10 years, the contract may provide that on the anniversary date of the contract or such other annual date as specified by the contract beginning with the anniversary date on which the contract will have an unexpired term of nine years, a year shall be added automatically to the initial term unless notice of nonrenewal is given as provided in Section 51245.

(Amended by Stats. 1978, Ch. 1120.)

51245. ***(Note: Non-Renewal Process)***

If either the landowner or the city or county desires in any year not to renew the contract, that party shall serve written notice of nonrenewal of the contract upon the other party in advance of the annual renewal date of the contract. Unless such written notice is served by the landowner at least 90 days prior to the renewal date or by the city or county at least 60 days

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prior to the renewal date, the contract shall be considered renewed as provided in Section 51244 or Section 51244.5.

Upon receipt by the owner of a notice from the county or city of nonrenewal, the owner may make a written protest of the notice of nonrenewal. The county or city may, at any time prior to the renewal date, withdraw the notice of nonrenewal. Upon request by the owner, the board or council may authorize the owner to serve a notice of nonrenewal on a portion of the land under a contract.

Within 30 days of the receipt of a notice of nonrenewal from a landowner, the service of a notice of nonrenewal upon a landowner, or the withdrawal of a notice of nonrenewal, the city or county shall deliver a copy of the notice or a notice of withdrawal of nonrenewal to the Director of Conservation.

No later than 20 days after a city or county receives a notice of nonrenewal from a landowner, serves a notice of nonrenewal upon a landowner, or withdraws a notice of nonrenewal, the clerk of the board or council, as the case may be, shall record with the county recorder a copy of the notice of nonrenewal or notice of withdrawal of nonrenewal.

(Amended by Stats. 1992, Ch. 273, Sec. 1. Effective January 1, 1993.)

51246.

(a) If the county or city or the landowner serves notice of intent in any year not to renew the contract, the existing contract shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the contract, as the case may be. Within 30 days of the expiration of the contract, the county or city shall deliver a notice of expiration to the Director of Conservation.

(b) No city or county shall enter into a new contract or shall renew an existing contract on or after February 28, 1977, with respect to timberland zoned as timberland production. The city or county shall serve notice of its intent not to renew the contract as provided in this section.

(c) In order to meet the minimum acreage requirement of an agricultural preserve pursuant to Section 51230, land formerly within the agricultural preserve which is zoned as timberland production pursuant to Chapter 6.7 (commencing with Section 51100) may be taken into account.

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(d) Notwithstanding any other provision of law, commencing with the lien date for the 1977–78 fiscal year all timberland within an existing contract which has been nonrenewed as mandated by this section shall be valued according to Section 423.5 of the Revenue and Taxation Code, succeeding to and including the lien date for the 1981–82 fiscal year. Commencing with the lien date for the 1982–83 fiscal year and on each lien date thereafter, such timberland shall be valued according to Section 434.5 of the Revenue and Taxation Code.
(Amended by Stats. 1989, Ch. 943, Sec. 4.)

51247.

The landowner shall furnish the city or county with such information as the city or county shall require in order to enable it to determine the eligibility of the land involved.
(Added by renumbering Section 51249 by Stats. 1969, Ch. 1372.)

51248.

No later than 20 days after a city or county enters into a contract with a landowner pursuant to this chapter, the clerk of the board or council, as the case may be, shall record with the county recorder a copy of the contract, which shall describe the land subject thereto, together with a reference to the map showing the location of the agricultural preserve in which the property lies. From and after the time of such recordation such contract shall impart such notice thereof to all persons as is afforded by the recording laws of this state.
(Added by renumbering Section 51250 by Stats. 1969, Ch. 1372.)

51248.5.

Whenever any city or county is required to record any contract by this chapter, it may file a fictitious contract. Thereafter, any of the provisions of such fictitious contract may be included by reference in any contract required to be filed by this chapter. The provisions of Section 2952 of the Civil Code relating to the filing, indexing, and force and effect of fictitious mortgages shall be applicable to such fictitious contracts.

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(Added by Stats. 1978, Ch. 1120.)

51249.

Within 30 days after a form of contract is first used, the clerk of the board or council shall file with the Director of Conservation a sample copy of each form of contract and any land use restrictions applicable thereto.
(Amended by Stats. 1984, Ch. 851, Sec. 2.)

51250.

(a) The purpose of this section is to identify certain structures that constitute material breaches of contract under this chapter and to provide an alternate remedy to a contract cancellation petition by the landowner. Accordingly, this remedy is in addition to any other available remedies for breach of contract. Except as expressly provided in this section, this section is not intended to change the existing land use decisionmaking and enforcement authority of cities and counties including the authority conferred upon them by this chapter to administer agricultural preserves and contracts.
(b) For purposes of this section, a breach is material if, on a parcel under contract, both of the following conditions are met:
(1) A commercial, industrial, or residential building is constructed that is not allowed by this chapter or the contract, local uniform rules or ordinances consistent with the provisions of this chapter, and that is not related to an agricultural use or compatible use.
(2) The total area of all of the building or buildings likely causing the breach exceeds 2,500 square feet for either of the following:
(A) All property subject to any contract or all contiguous property subject to a contract or contracts owned by the same landowner or landowners on January 1, 2004.
(B) All property subject to a contract entered into after January 1, 2004, covering property not subject to a contract on January 1, 2004.
For purposes of this subdivision any additional parcels not specified in the legal description that accompanied the contract, as it existed prior to January 1, 2003, including any parcel created or

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recognized within an existing contract by subdivision, deed, partition, or, pursuant to Section 66499.35, by certificate of compliance, shall not increase the limitation of this subdivision.

(c) The department shall notify the city or county if the department discovers a possible breach.

(d) The city or county shall, upon notification by the department or upon discovery by the city or county of a possible material breach, determine if there is a valid contract and if it is likely that the breach is material. In its investigation, the city or county shall endeavor to contact the landowner or his or her representative to learn the landowner's explanation of the facts and circumstances related to the possible material breach.

(e) Within 10 days of determining whether it is likely that a material breach exists, the city or county shall notify the landowner and the department by certified mail, return receipt requested. This notice shall include the reasons for the determination and a copy of the contract. If either the landowner or the department objects to the preliminary determination of the city or county, the board or council shall schedule a public hearing as provided in subdivision (g).

(f) Within 60 days of receiving notice that it is likely a material breach, the landowner or his or her representative may notify the city or the county that the landowner intends to eliminate the conditions that resulted in the material breach within 60 days. If the landowner eliminates the conditions that resulted in the material breach within 60 days, the city or county shall take no further action under this section with respect to the building at issue. If the landowner notifies the city or county of the intention to eliminate the conditions but fails to do so, the city or county shall proceed with the hearing required in subdivision (g).

(g) The city or county shall schedule a hearing no more than 120 days after the notice is provided to the landowner and the department, as required in subdivision (e). The city or county shall give notice of the public hearing by certified mail, return receipt requested to the landowner and the department at least 30 days prior to the hearing. The city or county shall give notice of the public hearing by first-class mail to every owner of land under contract, any portion of which is situated within one mile of the exterior boundary of the contracted parcel on which the likely material breach exists. The city or county shall also give published notice pursuant to Section 6061. The notice shall include the date, time, and place of the public hearing. Not less than five days before the hearing, the department may request that the city or

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county provide the department, at the department's expense, a recorded transcript of the hearing not more than 30 days after the hearing.

(h) At the public hearing, the city or county shall consider any oral or written testimony and then determine whether a material breach exists. The city or county shall support its determination with findings, made on the record and based on substantial evidence, that the property does or does not meet the conditions specified in subdivision (b).

(i) If the city or county determines that a material breach exists, the city or county shall do one of the following:

(1) Order the landowner to eliminate the conditions that resulted in the material breach within 60 days.

(2) Assess the monetary penalty pursuant to subdivision (j) and terminate the contract on that portion of the contracted parcel that has been made incompatible by the material breach.

If the landowner disagrees with the determination, he or she may pursue any other legal remedy that is available.

(j) The monetary penalty shall be 25 percent of the unrestricted fair market value of the land rendered incompatible by the breach, plus 25 percent of the value of the incompatible building and any related improvements on the contracted land. The basis for the valuation of the penalty shall be an independent appraisal of the current unrestricted fair market value of the property that is subject to the contract and affected by the incompatible use or uses, and a valuation of any buildings and any related improvements within the area affected by the incompatible use or uses. If the city or county determines that equity would permit a lesser penalty, the city or county, the landowner, and the department may negotiate a reduction in the penalty based on the factors specified in subdivision (k), but a reduction in the penalty may not exceed one-half of the penalty. If negotiations are to be held, the city or county shall provide the department 15 days' notice before the first negotiation. If the department chooses not to be a negotiator or fails to send a negotiator, the city or county and the landowner may negotiate the penalty.

(k) In determining the amount of a lesser penalty, the negotiators shall consider:

(1) The nature, circumstances, extent, and gravity of the material breach.

(2) Whether the landowner's actions were willful, knowing, or negligent with respect to the material breach.

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(3) The landowner's culpability in contributing to the material breach and whether the actions of prior landowners subject to the contract contributed to the material breach.

(4) Whether the actions of the city or county contributed to the material breach.

(5) Whether the landowner notified the city or county that the landowner would eliminate the conditions that resulted in the material breach within 30 days, but failed to do so.

(6) The willingness of the landowner to rapidly resolve the issue of the material breach.

(7) Any other mitigating or aggravating factors that justice may require.

(l) If the landowner is ordered to eliminate the conditions that resulted in the material breach pursuant to paragraph (1) of subdivision (i) but the landowner fails to do so within the time specified by the city or county, the city or county may abate the material breach as a public nuisance pursuant to any applicable provisions of law.

(m) If the city or county terminates the contract pursuant to paragraph (2) of subdivision (i), the city or county shall record a notice of termination following the procedures of Section 51283.4.

(n) The assessment of a monetary penalty pursuant to subdivision (i) shall be secured by a lien payable to the county treasurer of the county within which the property is located, in the amount assessed pursuant to subdivision (j) or (k). Once properly recorded and indexed, the lien shall have the force, effect, and priority of a judgment lien. The lien document shall provide both of the following:

(1) The name of the real property owner of record and shall contain either the legal description or the assessor's parcel number of the real property to which the lien attaches.

(2) A direct telephone number and address that interested parties may contact to determine the final amount of any applicable assessments and penalties owing on the lien pursuant to this section.

(o) If the lien is not paid within 60 days of recording, simple interest shall accrue on the unpaid penalty at the rate of 10 percent per year, and shall continue to accrue until the penalty is paid, prior to all other claims except those with superior status under federal or state law.

(p) Upon payment of the lien, the city or county shall record a release of lien and a certificate of contract termination by breach with the county recorder for the land rendered incompatible by the breach.

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(q) The city or county may deduct from any funds received pursuant to this chapter the amount of the actual costs of administering this section and shall transmit the balance of the funds by the county treasurer to the Controller for deposit in the Soil Conservation Fund.

(r) (1) The department may carry out the responsibilities of a city or county under this section if any of the following occurs:

(A) The city or county fails to determine whether there is a material breach within 210 days of the discovery of the breach.

(B) The city or county fails to complete the requirements of this section within 180 days of the determination that a material breach exists.

(2) The city or county may request in writing to the department, the department's approval for an extension of time for the city or county to act and the reasons for the extension. Approval may not be unreasonably withheld by the department.

(3) The department shall notify the city or county 30 days prior to its exercise of any responsibility under this subdivision.

(4) This section shall not be construed to limit the authority of the Secretary of the Resources Agency under Section 16146 or 16147.

(s) (1) This section does not apply to any of the following:

(A) A building constructed prior to January 1, 2004, or a building for which a permit was issued by a city or county prior to January 1, 2004.

(B) A building that was not a material breach at the time of construction but became a material breach because of a change in law or ordinance.

(C) A building owned by the state.

(2) Subject to paragraphs (4) and (5), this section does not apply when a board or council cancels a contract pursuant to Article 5 (commencing with Section 51280), or a city terminates a contract pursuant to Section 51243.5, or when a public agency, as defined by subdivision (a) of Section 51291, acquires land subject to contract by, or in lieu of, eminent domain pursuant to Article 6 (commencing with Section 51290) unless either of the following occurs:

(A) The action terminating the contract is rescinded.

(B) A court determines that the cancellation or termination was not properly executed pursuant to this chapter, or that the land continues to be subject to the contract.

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(3) On the motion of any party with standing to bring an action for breach, any court hearing an action challenging the termination of a contract entered into under this chapter shall consolidate any action for breach, including the remedies for material breach available pursuant to this section.

(4) Paragraph (2) shall not be applicable for a cancellation or termination occurring after January 1, 2004, unless the affected landowner provides to the administering board or council and to the department, within 30 days after the cancellation or termination, a notarized statement, in a form acceptable to the department, signed under penalty of perjury and filed with the county recorder, acknowledging that the breach provisions of this section may apply if any of the following conditions are met:

(A) The action by the local government is rescinded.

(B) A court permanently enjoins, voids, or rescinds the cancellation or termination.

(C) For any other reason, the land continues to be subject to the contract.

(5) Paragraph (2) does not apply for a cancellation or termination occurring before January 1, 2004, unless the landowner provides the statement required in paragraph (4) prior to the approval of a building permit necessary for the construction of a commercial, industrial, or residential building.

(t) It is the intent of the Legislature to encourage cities and counties, in consultation with contracting landowners and the department, to review existing Williamson Act enforcement programs and consider any additions or improvements that would make local enforcement more effective, equitable, or widely acceptable to the affected landowners. Cities and counties are also encouraged to include enforcement provisions within the terms of the contracts, with the consent of contracting landowners.

(u) The department and the city or county may agree to extend any deadline to act under this section, upon the request of the city and county, and the written approval of the director of the department.

(v) In order to promote the reasonable and equitable resolution of a potential material breach, if a potential material breach involves extenuating circumstances, the city or county and the landowner may agree to request that the department meet and confer with them for the purpose of developing a resolution of the potential material breach. If the department agrees to meet and confer with the landowner and city or county, the time requirements specified in

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this section shall be tolled. The resolution may include remedies authorized by law or not prohibited by law that are agreed to by the landowner, city or county, and department. If the resolution resolves all outstanding issues under this section, the city or county shall terminate all proceedings pursuant to this section upon execution by the landowner, city or county, and department. The agreement executing the resolution shall be recorded in the county in which the affected parcel is located.

(w) A city or county shall not cancel a contract pursuant to Article 5 (commencing with Section 51280) to resolve a material breach except pursuant to this section.

(Amended by Stats. 2008, Ch. 503, Sec. 3. Effective January 1, 2009.)

51251.

The county, city, or landowner may bring any action in court necessary to enforce any contract, including, but not limited to, an action to enforce the contract by specific performance or injunction. An owner of land may bring any action in court to enforce a contract on land whose exterior boundary is within one mile of his land. An owner of land under contract may bring any action in court to enforce a contract on land located within the same county or city.

(Amended by Stats. 1978, Ch. 1120.)

51252.

Open-space land under a contract entered into pursuant to this chapter shall be enforceably restricted within the meaning and for the purposes of Section 8 of Article XIII of the State Constitution and shall be enforced and administered by the city or county in such a manner as to accomplish the purposes of that article and of this chapter.

(Amended by Stats. 1974, Ch. 311.)

51253.

Any contract or agreement entered into pursuant to this chapter prior to the 61st day following final adjournment of the 1969 Regular Session of the Legislature may be amended to conform

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with the provisions of this act as amended at that session upon the mutual agreement of all parties. Approval of these amendments to a contract by the Director of Conservation shall not be required.

(Amended by Stats. 1984, Ch. 851, Sec. 3.)

51254.

Notwithstanding any other provision of this chapter, the parties may upon their mutual agreement rescind a contract in order simultaneously to enter into a new contract pursuant to this chapter, which new contract would enforceably restrict the same property for an initial term at least as long as the unexpired term of the contract being so rescinded but not less than 10 years. Such action may be taken notwithstanding the prior serving of a notice of nonrenewal relative to the former contract.

(Added by Stats. 1977, Ch. 495.)

51255.

(a) Notwithstanding any other provision of this chapter, the parties may upon their mutual agreement rescind a contract in order simultaneously to enter into an open-space easement agreement pursuant to the Open-Space Easement Act of 1974 (Chapter 6.6 (commencing with Section 51070)), provided that the easement is consistent with the Williamson Act (this chapter) for the duration of the original Williamson Act contract. The easement would enforceably restrict the same property for an initial term of not less than 10 years and would not be subject to the provisions of Article 4 (commencing with Section 51090) of Chapter 6.6. This action may be taken notwithstanding the prior serving of a notice of nonrenewal, and the land subject to the contract shall be assessed pursuant to Section 423 of the Revenue and Taxation Code.

(b) This section shall not apply to any agreement entered into on or before August 12, 1998.

(Amended by Stats. 1998, Ch. 690, Sec. 3. Effective January 1, 1999.)

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51255.1.

(a) Notwithstanding any other provision of this chapter, the parties may upon their mutual agreement rescind a contract for a parcel or parcels of land that, upon review and approval, are determined by the Department of Conservation to be eligible to be placed into a solar-use easement pursuant to Section 51191, in order to simultaneously enter into a solar-use easement pursuant to Chapter 6.9 (commencing with Section 51190). This action may be taken notwithstanding the prior serving of a notice of nonrenewal.

(b) Nothing in this section limits the ability of the parties to a contract to seek nonrenewal, or petition for cancellation or termination of a contract pursuant to this chapter. This section is provided in addition to, not in replacement of, other methods for contract termination, Williamson Act compliance, or a county finding that a solar facility is a compatible use pursuant to this chapter.

(c) (1) Prior to the board or council agreeing to mutually rescind a contract pursuant to this section, the county assessor of the county in which the land is located shall determine the current fair market value of the land as though it were free of the contractual restriction. The assessor shall certify to the board or council the fair market valuation of the land for the purpose of determining the rescission fee. At the same time, the assessor shall send a notice to the landowner and the Department of Conservation indicating the current fair market value of the land as though it were free of the contractual restriction and advise the parties, that upon their request, the assessor shall provide all information relevant to the valuation, excluding third-party information. If any information is confidential or otherwise protected from release, the department and the landowner shall hold it as confidential and return or destroy any protected information upon termination of all actions relating to valuation or rescission of the contract on the property. The notice shall also advise the landowner and the department of the opportunity to request formal review from the assessor.

(2) Prior to agreeing to mutually rescind a contract pursuant to this section, the board or council shall determine and certify to the county auditor the amount of the rescission fee that the landowner shall pay the county treasurer upon rescission. That fee shall be an amount equal to 10 percent of the fair market valuation of the property for land that was held under a

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contract pursuant to Section 51240 or if the property was designated as a farmland security zone.

(3) When rescission fees required by this subdivision are collected, 50 percent of the fee shall, within 30 days of the execution of the mutual rescission of the contract by the parties, be transmitted by the county treasurer to the Controller and deposited in the General Fund, except as provided in subdivision (b) of Section 51203 or subdivision (d) of Section 51283.

(4) It is the intent of the Legislature that fees paid to rescind a contract do not constitute taxes but are payments that, when made, provide a private benefit that tends to increase the value of the property.

(d) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

(Amended by Stats. 2014, Ch. 582, Sec. 1. Effective January 1, 2015. Repealed as of January 1, 2020, by its own provisions.)

51256.

Notwithstanding any other provision of this chapter, a city or county, upon petition by a landowner, may enter into an agreement with the landowner to rescind a contract in accordance with the contract cancellation provisions of Section 51282 in order to simultaneously place other land within that city, the county, or the county where the contract is rescinded under an agricultural conservation easement, consistent with the purposes and, except as provided in subdivision (b), the requirements of the California Farmland Conservancy pursuant to Division 10.2 (commencing with Section 10200) of the Public Resources Code, provided that the board or council makes all of the following findings:

(a) The proposed agricultural conservation easement is consistent with the criteria set forth in Section 10251 of the Public Resources Code.

(b) The proposed agricultural conservation easement is evaluated pursuant to the selection criteria in Section 10252 of the Public Resources Code, and particularly subdivisions (a), (c), (e), (f), and (h), and the board or council makes a finding that the proposed easement will make a beneficial contribution to the conservation of agricultural land in its area.

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(c) The land proposed to be placed under an agricultural conservation easement is of equal size or larger than the land subject to the contract to be rescinded, and is equally or more suitable for agricultural use than the land subject to the contract to be rescinded. In determining the suitability of the land for agricultural use, the city or county shall consider the soil quality and water availability of the land, adjacent land uses, and any agricultural support infrastructure.
(d) The value of the proposed agricultural conservation easement, as determined pursuant to Section 10260 of the Public Resources Code, is equal to or greater than either of the following:
(1) Twelve and one-half percent of the cancellation valuation of the land subject to the contract to be rescinded, pursuant to subdivision (a) of Section 51283.
(2) Twenty-five percent of the cancellation valuation of the land subject to the contract to be rescinded pursuant to paragraph (3) of subdivision (c) of Section 51297, if the contract was entered into pursuant to Article 7 (commencing with Section 51296).
(e) The easement value and the cancellation valuation shall be determined within 90 days before the approval of the city or county of an agreement pursuant to this section.
(Amended by Stats. 2008, Ch. 503, Sec. 4. Effective January 1, 2009.)

51256.1.

No agreement entered into pursuant to Section 51256 shall take effect until it is approved by the Director of Conservation. The director may approve the agreement if he or she finds that the findings of the board or council, as required by Sections 51256 and 51282, are supported by substantial evidence, and that the proposed agricultural conservation easement is consistent with the eligibility criteria set forth in Section 10251 of the Public Resources Code and will make a beneficial contribution to the conservation of agricultural land in its area. The director shall not approve the agreement if an agricultural conservation easement has been purchased with funds from the Agricultural Land Stewardship Program Fund, established pursuant to Section 10230 of the Public Resources Code, on the same land proposed to be placed under an agricultural conservation easement pursuant to this section.
(Added by Stats. 1999, Ch. 994, Sec. 2. Effective January 1, 2000. See similar provisions, with a substantive difference, in the prevailing Section 51256.1 added by Stats. 1999, Ch. 1018.)

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51256.1.

No agreement entered into pursuant to Section 51256 shall take effect until it is approved by the Secretary of Resources. The secretary may approve the agreement if he or she finds that the findings of the board or council, as required by Sections 51256 and 51282, are supported by substantial evidence, and that the proposed agricultural conservation easement is consistent with the eligibility criteria set forth in Section 10251 of the Public Resources Code and will make a beneficial contribution to the conservation of agricultural land in its area. The secretary shall not approve the agreement if an agricultural conservation easement has been purchased with funds from the Agricultural Land Stewardship Program Fund, established pursuant to Section 10230 of the Public Resources Code, on the same land proposed to be placed under an agricultural conservation easement pursuant to this section.
(Added by Stats. 1999, Ch. 1018, Sec. 6. Effective January 1, 2000.)

51256.2.

(a) One or more cities or counties may adopt a plan for implementing the provisions of Section 51256 with respect to multiple transactions within one or more specific areas, and submit the plan to the director for his or her approval. The plan may be approved only upon a determination by the director that it is consistent with the provisions of Section 51256. Thereafter individual transactions shall be approved if they are consistent with the approved plan.
(b) Notwithstanding Section 51256, this section shall apply only to lands under contract located in the Counties of San Bernardino and Riverside, within the area bounded by Interstate 10 on the north, State Route 71 on the west, State Route 91 on the south, and a line two miles east of Interstate 15 on the east, and to easements within that area or within 10 miles of its exterior boundaries and within either Riverside County or San Bernardino County. For the purpose of this section, easements located within the described area may be related to contract rescissions in either county.
(c) The Legislature finds and declares that, because of the unique factors applicable only to the Chino Basin, a statute of general applicability cannot be enacted within the meaning of

Attachment: Attachment #1 Williamson Act Statutes (AB 1265 Process) (8479 : AB 1265 Implementation Public Hearing)

subdivision (b) of Section 16 of Article IV of the California Constitution. Those unique circumstances are that the Chino agricultural preserve is undergoing transition from agricultural to nonagricultural uses and the affected areas comprise more than a single jurisdiction. Therefore, a multijurisdictional approach is necessary.
(Amended by Stats. 2000, Ch. 431, Sec. 1. Effective January 1, 2001.)

51256.3.

For the purposes of facilitating long-term agricultural land conservation in the Sacramento-San Joaquin Delta, an agricultural conservation easement located within the primary or secondary zone of the delta, as defined in Sections 29728 and 29731 of the Public Resources Code, may be related to contract rescissions in any other portion of the secondary zone without respect to county boundary limitations contained in an agricultural conservation easement agreement pursuant to Section 51256.
(Added by Stats. 2006, Ch. 547, Sec. 1. Effective January 1, 2007.)

51257.

(a) To facilitate a lot line adjustment, pursuant to subdivision (d) of Section 66412, and notwithstanding any other provision of this chapter, the parties may mutually agree to rescind the contract or contracts and simultaneously enter into a new contract or contracts pursuant to this chapter, provided that the board or council finds all of the following:
(1) The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract or contracts, but for not less than 10 years.
(2) There is no net decrease in the amount of the acreage restricted. In cases where two parcels involved in a lot line adjustment are both subject to contracts rescinded pursuant to this section, this finding will be satisfied if the aggregate acreage of the land restricted by the new contracts is at least as great as the aggregate acreage restricted by the rescinded contracts.
(3) At least 90 percent of the land under the former contract or contracts remains under the new contract or contracts.

Attachment: Attachment #1 Williamson Act Statutes (AB 1265 Process) (8479 : AB 1265 Implementation Public Hearing)

(4) After the lot line adjustment, the parcels of land subject to contract will be large enough to sustain their agricultural use, as defined in Section 51222.
(5) The lot line adjustment would not compromise the long-term agricultural productivity of the parcel or other agricultural lands subject to a contract or contracts.
(6) The lot line adjustment is not likely to result in the removal of adjacent land from agricultural use.
(7) The lot line adjustment does not result in a greater number of developable parcels than existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.
(b) Nothing in this section shall limit the authority of the board or council to enact additional conditions or restrictions on lot line adjustments.
(c) Only one new contract may be entered into pursuant to this section with respect to a given parcel, prior to January 1, 2004.
(Amended by Stats. 2012, Ch. 128, Sec. 1. Effective January 1, 2013.)

51257.5.

(a) If the state fails to make payments to a city or county pursuant to Section 16142 or 16142.1, or if the state provides a reduced subvention, a city or county may accept contributions from a nonprofit land-trust organization, a nonprofit entity, or a public agency for specific land under a contract within the city or county to supplement foregone property tax revenues pursuant to this section.
(b) (1) A nonprofit land-trust organization, nonprofit entity, or public agency may contract with an owner of land currently under a contract pursuant to this chapter, upon approval of the contract by the city or county, for a period of up to 10 years, to keep the landowner's property under contract with the county pursuant to this chapter, in exchange for the contribution by the nonprofit land-trust organization or nonprofit entity's payment for an equivalent period of years of all or a portion of the foregone property tax revenue to the city or county.
(2) A contract entered into pursuant to this subdivision shall be subject to any limitation in power of a nonprofit land-trust organization, nonprofit entity, or public agency.
(3) A contract entered into pursuant to this subdivision shall not authorize or require the conversion of land subject to the contract into a mitigation bank site.

Attachment: Attachment #1 Williamson Act Statutes (AB 1265 Process) (8479 : AB 1265 Implementation Public Hearing)

(c) In implementing this section, a city or county shall not request or require additional conditions or restrictions on the land or the landowner for existing or future contracts.

(d) This section shall not be construed as a limitation on the right of a landowner to engage in other lawful contracts or transactions with respect to their land, including, but not limited to, contracts entered into pursuant to this chapter.

(e) As used in this section, "nonprofit land-trust organization" means a nonprofit land-trust organization as defined in subdivision (b) of Section 5011.7 of the Public Resources Code.

(f) No contract shall be entered into on or after January 1, 2016, unless a later enacted statute, that is enacted before January 1, 2016, deletes or extends that date.

(Added by Stats. 2011, Ch. 254, Sec. 1. Effective January 1, 2012.)

Attachment: Attachment #1 Williamson Act Statutes (AB 1265 Process) (8479 : AB 1265 Implementation Public Hearing)

State of California

GOVERNMENT CODE

Section 16142

16142. (a) The Secretary of the Natural Resources Agency shall direct the Controller to pay annually out of the funds appropriated by Section 16140, to each eligible county, city, or city and county, the following amounts for each acre of land within its regulatory jurisdiction that is assessed pursuant to Section 423, 423.3, 423.4, or 423.5, or Section 426 if it was previously assessed under Section 423.4, of the Revenue and Taxation Code:

(1) Five dollars ($5) for prime agricultural land, as defined in Section 51201.

(2) One dollar ($1) for all land, other than prime agricultural land, which is devoted to open-space uses of statewide significance, as defined in Section 16143.

(b) The amount per acre in paragraph (1) of subdivision (a) may be increased by the Secretary of the Natural Resources Agency to a figure which would offset any savings due to a more restrictive determination by the secretary as to what land is devoted to open-space use of statewide significance.

(c) The amount per acre in subdivision (a) shall only be paid for 10 years from the date that the land was first assessed pursuant to Section 426 of the Revenue and Taxation Code, if it was previously assessed under Section 423.4 of that code.

(d) Notwithstanding any other provision of law, for the 2008–09 fiscal year and each fiscal year thereafter, the Controller shall reduce, by 10 percent, any payment made pursuant to this section.

(e) Effective January 1, 2011, if the payment pursuant to this section for the previous fiscal year is less than one-half of the participating county's actual foregone general fund property tax revenue, the county may make a determination to implement subdivision (b) of Section 51244 and Section 51244.3. The implementation of these sections shall be suspended for any subsequent fiscal year in which the payment for the previous fiscal year exceeds one-half of the foregone general fund property tax revenue.

For purposes of this subdivision, a county's actual foregone property tax revenue shall be based on the county's respective share of the general property tax dollars as reflected in the most recent annual report issued by the State Board of Equalization or 20 percent, whichever is higher.

(Amended (as amended by Stats. 2011, Ch. 90, Sec. 1) by Stats. 2014, Ch. 322, Sec. 1. (SB 1353) Effective January 1, 2015.)

Date	Action	Description
January 19, 1971	Res. No. 71-5	Initial Rules and Procedures to Establish Ag Preserves, Contracts, and Define Compatible Uses
August 29, 1972	Res. No. 72-37	Establish Interim Open Space Plan Western Foothills
October 12, 1982	Res. No. 82-67	Rules and Procedures to Establish Ag Preserves, Contracts, and Define Compatible Uses
September 8, 1998	Res. No. 98-51	Establish Ag. Preserve No. 2 and Rules , Procedures, and Compatible Uses.
November 16, 1999	Res. No. 99-60	Establish FSZ No. 1
December 17, 2002	Res. No. 02-82	Amended Res. No. 82-67 Regarding Ex "A" - Compatible Uses
December 17, 2002	Res. No. 02-83	Amend Res. No. 98-51 Regarding Ex "B" - Compatible Uses
June 26, 2007	Res. No. 07-26	Amend Res. No. 98-51 Regarding Ag. Preserve No. 2 Cancellation Rules
July 10, 2007	Ord. No. 710	Establish a Cancellation Fee
August 27, 2019	Res. No. 19-046	Implement 1265 Process for 2020 and Amend Res. Nos. 82-67 and 98-51 To Shorten Minimum Length of Contracts.
December 17, 2019	Res. No. 19-068	Authorizing the Board Clerk to Process Non-Renewal Notices
August 4, 2020	Res. No. 20-030	Implement 1265 Process for 2021.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

RESOLUTION NO. 71- 5

BOARD OF SUPERVISORS, COUNTY OF COLUSA, STATE OF CALIFORNIA

*****

RESOLUTION RELATING TO THE IMPLEMENTATION OF THE CALIFORNIA LAND CONSERVATION ACT IN COLUSA COUNTY FOR CALENDAR YEAR 1971

WHEREAS, the COUNTY OF COLUSA, as a condition of implementing the CALIFORNIA LAND CONSERVATION ACT, is required to establish rules to govern the administration of agricultural preserves and for initiating, filing and processing requests to establish agricultural preserves; and

WHEREAS, it is the desire of the Board of Supervisors to establish a common set of rules to apply to all preserves established during the calendar year 1971; and

WHEREAS, agricultural preserves shall be established only if the establishment thereof is consistent with the intent and purposes of the CALIFORNIA LAND CONSERVATION ACT of 1965 (Williamson Act):

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby establish the hereinafter set forth rules to apply to all agricultural preserves:

1. APPLICATION: A property owner shall apply to the Public Works Department of Colusa County for the application forms, related instruments and written instructions for the establishment of an agricultural preserve in Colusa County. All applications must be submitted to the Department of Public Works on forms provided by the county and the department is directed to refuse to process incomplete application forms.

The Department of Public Works shall review the application for completeness and compliance with the rules established by this board and shall then deliver such application to the Colusa County Clerk if such application is complete and in compliance with said rules.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

Such application shall forthwith be submitted by the County Clerk to the Colusa County Planning Commission. Within 30 days after receiving such proposal, the County Planning Commission shall submit a report thereon to the Board of Supervisors which shall include a statement that the proposed preserve is consistent or inconsistent with the General Plan of Colusa County, and the Board of Supervisors shall make a finding to such effect. Final action upon the establishment of an agricultural preserve may not be taken by the Board of Supervisors until the report of the County Planning Commission is received or until the required 30 days have elapsed and any extension thereof granted by the Board of Supervisors has elapsed. An additional period, not to exceed 30 days, may be granted by the Board of Supervisors for the submission of the report by the County Planning Commission.

2. NOTICE TO LAFCO AND CITIES: Written notice at least two (2) weeks before the public hearing before the Board of Supervisors on the matter shall be given by first class mail to the Local Agency Formation Commission and to every city within one (1) mile of the exterior boundaries of the proposed preserve.

3. HEARING AND NOTICE: The Board of Supervisors may establish a preserve after a public hearing has been held on the matter, and notice thereof given as provided in Section 6061 of the Government Code. The notice shall contain the name or names and mailing address or addresses of the applicant or applicants and the date, time and place of the hearing, and legal description or Assessor's parcel number(s) describing the property.

4. DISESTABLISHMENT OF PRESERVE: The rules applicable herein to establish an agricultural preserve shall apply in the event it is proposed that an existing preserve be disestablished.

5. ALTERATION OF BOUNDARIES OF PRESERVE: The rules applicable herein to establish a preserve shall apply in the event there is a proposed alteration to the boundaries of an existing preserve.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

6. NOTICE TO CONTRACTING PARTY: If a hearing is scheduled on a proposal to disestablish or to alter the boundary of a preserve which will remove land under contract from such a preserve, County shall give notice two (2) weeks prior to the proposed hearing by first class mail as follows:

(a) To the owner whose land is removed from the preserve: Notice shall be by certified mail to address specified in the contract for giving notice of nonrenewal.

(b) To all other owners of property within the preserve; Notice shall be by first class mail to the latest address available to the County.

(c) To the Local Agency Formation Commission and to every city within one (1) mile of the exterior boundaries of the preserve.

7. TERM OF CONTRACT: It is the intent of the Board of Supervisors to establish ten (10) years as the minimum term for any contract executed on land within any agricultural preserve established in the calendar year 1971.

8. CRITERIA FOR AGRICULTURAL PRESERVE: An agricultural preserve established during the calendar year 1971 shall consist of not less than one hundred (100) acres provided that in order to meet the one hundred (100) acre requirement, two (2) or more parcels may be combined if said parcels are contiguous or if in common ownership. An agricultural preserve of less than one hundred (100) acres may be established if the unique characteristics of the agricultural industry indicate that an operation of less than one hundred (100) acres is an economic commercial agricultural unit, and that the agricultural preserve of less than one hundred (100) acres is consistent with the General Plan of the County. The minimum acreage of any parcel of land to be included in a preserve shall be ten (10) acres.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

Property to be included in a preserve shall be in such agricultural use or be suitable for such agricultural use or such compatible uses as are hereinafter enumerated. Attached hereto marked EXHIBIT 'A' and made a part hereof by reference is a statement made and adopted by this Board of Supervisors enumerating those agricultural uses and uses which are to be considered compatible uses.

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 19th day of January, 1971, by the following vote:

AYES: Supervisors Robert J. Swallow, Edwin G. Ross, H. L. Peterson and Frank L. Miller.
NOES: None.

ABSENT: Supervisor C. Martin Wilmarth.

Frank L. Miller
FRANK L. MILLER, Chairman of the Board of Supervisors

ATTEST:

Martha Nannen
Martha Nannen, County Clerk of the County of Colusa and Ex-Officio Clerk of the Board of Supervisors of the County of Colusa

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

EXHIBIT A

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operation of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner or leassee; but not including labor camps.
6. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobile homes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.
10. Offices incidental and necessary to the conduct of a principal permitted use.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

11. Private garages, private parking areas, and private stables.

12. Roadside stands for the sale of agricultural products primarily grown in the local area.

13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

14. Temporary landing strips appurtenant to a principal permitted use.

15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

RESOLUTION NO. 72- 37

BOARD OF SUPERVISORS
COUNTY OF COLUSA
CALIFORNIA

A RESOLUTION ESTABLISHING THE INTERIM OPEN SPACE PLAN FOR THE COUNTY OF COLUSA.

WHEREAS this Board of Supervisors did establish in the Western foothills and mountains of the county an Agricultural Preserve; and

WHEREAS in accordance with the Open Space Act of California ten year contracts were culminated between most land owners and county in the Agricultural Preserve and said contracts specified that the land would be used for agricultural and compatible uses only; and

WHEREAS this Board of Supervisors has complied with the statues of the State and shall continue to comply regarding agricultural and compatible land use in the Agricultural Preserve; and

WHEREAS the General Plan of the county depicts the Agricultural Preserve as lands limited to agricultural and recreational pursuits.

NOW THEREFORE BE IT RESOLVED this Board of Supervisors being representative of all the people of the County of Colusa herein by unanimous expression endorses the foregoing recitals, and further declares that the existing Agricultural Preserve in the Western foothills and mountains of the county shall be an Open Space Area dedicated to agricultural and the preservation of the scenic beauty and natural environment.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors is hereby authorized and directed to file this initial interim open space plan and make future necessary applications for open space matters as directed or requested by the Secretary for Resources of the State of California and the Chairman shall be the authorized representative of the County of Colusa.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

PASSED AND ADOPTED this 29th day of August, 1972 by the following vote:

AYES: Supervisors Frank L. Miller, C. Martin Wilmarth, Edwin G. Ross, H. L. Peterson, and R. J. Swallow.

NOES: None.

ABSENT: None.

SEAL

R. J. SWALLOW, Chairman
of the Board of Supervisors

ATTEST:

Martha Nannen, Clerk

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

RESOLUTION NO. 82- 67

BOARD OF SUPERVISORS, COUNTY OF COLUSA, STATE OF CALIFORNIA

*****

RESOLUTION AMENDING RESOLUTION #71-5 RELATING TO THE IMPLEMENTATION OF THE CALIFORNIA LAND CONSERVATION ACT IN COLUSA COUNTY

WHEREAS, the COUNTY OF COLUSA, as a condition of implementing the CALIFORNIA LAND CONSERVATION ACT, is required to establish rules to govern the administration of agricultural preserves and for initiating, filing and processing requests to establish agricultural preserves; and

WHEREAS, it is the desire of the Board of Supervisors to establish a common set of rules to apply to all preserves established beginning in the calendar year 1971; and

WHEREAS, agricultural preserves shall be established only if the establishment thereof is consistent with the intent and purposes of the CALIFORNIA LAND CONSERVATION ACT of 1965 (Williamson Act);

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby establish the hereinafter set forth rules to apply to all agricultural preserves;

1. APPLICATION: A property owner shall apply to the Department of Planning & Building of Colusa County for the application forms, related instruments and written instructions for the establishment of an agricultural preserve in Colusa County. All applications must be submitted on forms provided by the County and the department is directed to refuse to process incomplete application forms.

The Department of Planning & Building shall review the application for completeness and compliance with the rules established by this Board and shall then submit such application to the Colusa County Planning Commission.

Within thirty (30) days after receiving such proposal, the County Planning Commission shall submit a report thereon to the Board of Supervisors which shall include a statement that the proposed preserve is consistent or inconsistent with the General Plan of Colusa County, and the Board of Supervisors shall make a finding to such effect. Final action upon the establishment of an agricultural preserve may not be taken by the Board of Supervisors until the report of the County Planning Commission is received or until the required thirty (30) days, may be granted by the Board of Supervisors for the submission of the report by the County Planning Commission.

2. NOTICE TO LAFCO AND CITIES: Written notice at least two (2) weeks before the public hearing before the Board of Supervisors on the matter shall be given to the Local Agency Formation Commission and to every city within one (1) mile of the exterior boundaries of the proposed preserve.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

3. HEARING AND NOTICE: The Board of Supervisors may establish a preserve after a public hearing has been held on the matter, and notice thereof given as provided in Section 6061 of the Government Code. The notice shall contain the name or names and mailing address or addresses of the applicant or applicants and the date, time and place of the hearing, and legal description or Assessor's parcel number(s) describing the property.

4. DISESTABLISHMENT OF PRESERVE: The rules applicable herein to establish an agricultural preserve shall apply in the event it is proposed that an existing preserve be disestablished.

5. ALTERATION OF BOUNDARIES OF PRESERVE: The rules applicable herein to establish a preserve shall apply in the event there is a proposed alteration to the boundaries of an existing preserve.

6. NOTICE TO CONTRACTING PARTY: If a hearing is scheduled on a proposal to disestablish or to alter the boundary of a preserve which will remove land under contract from such a preserve, County shall give written notice ten (10) days prior to the proposed hearing by first class mail as follows:

(a) To the owner whose land is removed from the preserve: Notice shall be certified mail to address specified in the contract for giving notice of nonrenewal.

(b) To all other owners of property within the preserve: Notice shall be by first class mail to the latest address available to the County.

(c) To the Local Agency Formation Commission and to every city within one (1) mile of the exterior boundaries of the preserve.

7. TERM OF CONTRACT: *It is the intent of the Board of Supervisors to establish ten (10) years as the minimum term for any contract executed on land within any agricultural preserve established in calendar year 1971 and each year thereafter. Should the Board of Supervisors approve the implementation of Government Code Section 51244 et seq., commonly known as the AB 1265 process, the minimum term shall be reduced to nine (9) years.* ***(Amended By Resolution 19-046).***

8. CRITERIA FOR AGRICULTURAL PRESERVE: An agricultural preserve established during the calendar year 1971, or in any year thereafter, shall consist of not less than one hundred (100) acres provided that in order to meet the one hundred (100) acre requirement, two (2) or more parcels may be combined if said parcels are contiguous or if in common ownership. An agricultural preserve of less than one hundred (100) acres is an economic commercial agricultural unit, and that the agricultural preserve of less than one hundred (100) acres is consistent with the General Plan of the County. The minimum acreage of any parcel of land to be included in a preserve shall be ten (10) acres.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

Property to be included in a preserve shall be in such agricultural use or be suitable for such agricultural use or such compatible uses as are hereinafter enumerated. Attached hereto marked EXHIBIT "A" and made a part hereof by reference is a statement made and adopted by this Board of Supervisors enumerating those agricultural uses and uses which are to be considered compatible uses.

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 12th day of October, 1982, by the following vote:

AYES: Supervisors David G. Womble, Floyd Myers Marsh, T. K. Marshall, Howard Foster and H. L. Peterson.

NOES: None.

ABSENT: None.

H. L. Peterson, Chairman of the Board of Supervisors

ATTEST:

Martha Nannen, County Clerk and Ex-Officio Clerk of the Board of Supervisors of the County of Colusa.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

EXHIBIT "A"

A. Agricultural Uses:

1. Agriculture, including any customary agricultural buildings and structures, and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, withdrawal from production pursuant to Federal agricultural programs such as but not limited to that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.
2. Animal feed yards when more than 1000 feet from any existing dwelling.
3. Hog farms.

B. Compatible Uses:

1. Ranch and farm dwellings appurtenant to a principal agricultural use when located on a parcel containing at least twenty (20) acres.
2. Drilling and operating of oil and gas wells.
3. Electrical distribution substations.
4. Public parks and recreation areas.
5. Living quarters of persons employed on the premises and relatives of the property owner of lessee. but not including labor camps.
6. Mobilehomes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobilehome for each ten (10) acres of total site area.
7. Temporary shelters for herdsmen including mobilehomes, wagons, tents and the like.
8. Guest houses, not rented or otherwise conducted as a business.
9. Home occupations.
10. Offices incidental and necessary to the conduct of a principle permitted use.
11. Private garages, private parking areas, and private stables.
12. Roadside stands for the sale of agricultural products primarily grown in the local area.
13. Name plates and signs appurtenant to any permitted use, including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.
14. Temporary landing strips appurtenant to a principle permitted use.

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15. Other accessory uses and buildings customarily appurtenant to a permitted use; including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

16. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principle use may be rented or leased for similar use.

17. Public and private hunting clubs with no permanent buildings.

18. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

19. Public and private hunting clubs with permanent buildings.

20. Agricultural labor camps.

I HEREBY CERTIFY THIS COPY TO BE A TRUE COPY OF THE RECORD IN THIS OFFICE
ATTEST: OCT 14 1982
MARTHA NANNEN
COUNTY CLERK AND EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS
By [signature] Deputy

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

RESOLUTION NO. 98- 51

A Resolution of the Colusa County Board of Supervisors Creating Colusa County Agricultural Preserve Number Two (Valley Floor) Pursuant to the California Land Conservation (Williamson) Act and Establishing Rules Governing Administration of this Preserve

WHEREAS, the COUNTY OF COLUSA, created Agricultural Preserve Number One (Western Mountains and Foothills) and established rules governing administration of parcels therein by Resolutions 71-5, 72-37 and 82-67 pursuant to the California Land Conservation (Williamson) Act, Government Code sections 51200 et seq.; and

WHEREAS, the County of Colusa is authorized to create additional agricultural preserves pursuant to the Williamson Act; and

WHEREAS, the Colusa County Assessor's Office has conducted an analysis of the economic impact of the Williamson Act and has determined that creation of a second Agricultural Preserve would benefit the general welfare of the county; and

WHEREAS, California Environmental Quality Act (CEQA) guidelines number 15317 exempt the establishment of agricultural preserves from the provisions of CEQA; and

WHEREAS, the County of Colusa Board of Supervisors have caused a notice of resolution to be published two weeks prior to holding a public hearing on September 8, 1998 concerning the establishment of a second agricultural preserve.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors does hereby create Agricultural Preserve Number Two (Valley Floor) and declares all agricultural and open space lands situated in unincorporated areas within this Preserve eligible to enter into contracts for preferential tax treatment with the County pursuant to the Williamson Act. Property to be considered for a contract shall be located within county boundaries east of the eastern border of the existing Agricultural Preserve Number One (Western Mountains and Foothills) as indicated on the county map attached hereto as Exhibit "A". Agricultural and compatible uses for Williamson Act contract purposes for Agricultural Preserve Number Two are set forth in Exhibit "B" attached hereto.

1. APPLICATION FOR LAND CONSERVATON CONTRACT: A property owner shall apply to the Department of Planning & Building of Colusa County for a Williamson Act contract. All applications must be submitted on forms provided by the County and the department is directed to refuse to process incomplete application forms.

The Department of Planning & Building shall review the application for completeness and compliance with the General Plan of Colusa County, the Williamson Act and this resolution and shall then submit such application to this Board for approval.

Within thirty (30) days after receiving such application, the County Planning Department shall submit a report thereon to the Board of Supervisors which shall include a statement that the proposed land for

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

inclusion into the Williamson Act is consistent or inconsistent with the General Plan of Colusa County, theWilliamson Act and this resolution, and the Board of Supervisors shall make a finding to such effect. Final action upon the proposed land for inclusion into the Williamson Act may not be taken by the Board of Supervisors until the report of the County Planning Department is received or until the required thirty (30) days have elapsed and any extension thereof granted by the Board of Supervisors has elapsed. An additional period, not to exceed 30 days, may be granted by the Board of Supervisors for the submission of the report by the County Planning Department.

2. TERM OF CONTRACT: It is the intent of the Board of Supervisors to establish ten 10) years as the minimum term for any contract executed on land within Agricultural Preserve Number Two established in calendar year 1998 and each year thereafter. Should the Board of Supervisors approve the implementation of Government Code Section 51244 et seq., commonly known as the AB 1265 process, the minimum term shall be reduced to nine (9) years. (Amended by Resolution 19-046).

3. MINIMUM ACREAGE ELIGIBLE FOR CONTRACT: The minimum acreage of any parcel of land to be considered for a contract shall be ten (1 0) acres of prime land or eighty (80) acres if land is non-prime. Prime land parcels of ten (10) acres to twenty (20) acres must produce a gross annual income of four thousand dollars ($4,000.00) from agriculture or compatible uses in order to qualify for Williamson Act treatment.

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 8 day of September 19 98 by the following vote:

AYES: Supervisors David G. Womble, William R. Waite, E. Douglas White and Jerry L. Maltby.

NOES: None.

ABSENT: Supervisor Nathanael L. McCoy.

Jerry L. Maltby
Chairman of the Board of Supervisors

ATTEST: Kathleen Moran, Clerk/Recorder
and Ex-Officio Clerk to the Board of Supervisors

By Yolanda Tirado, Deputy

APPROVED AS TO FORM:

DONALD F. STANTON
COLUSA COUNTY COUNSEL

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

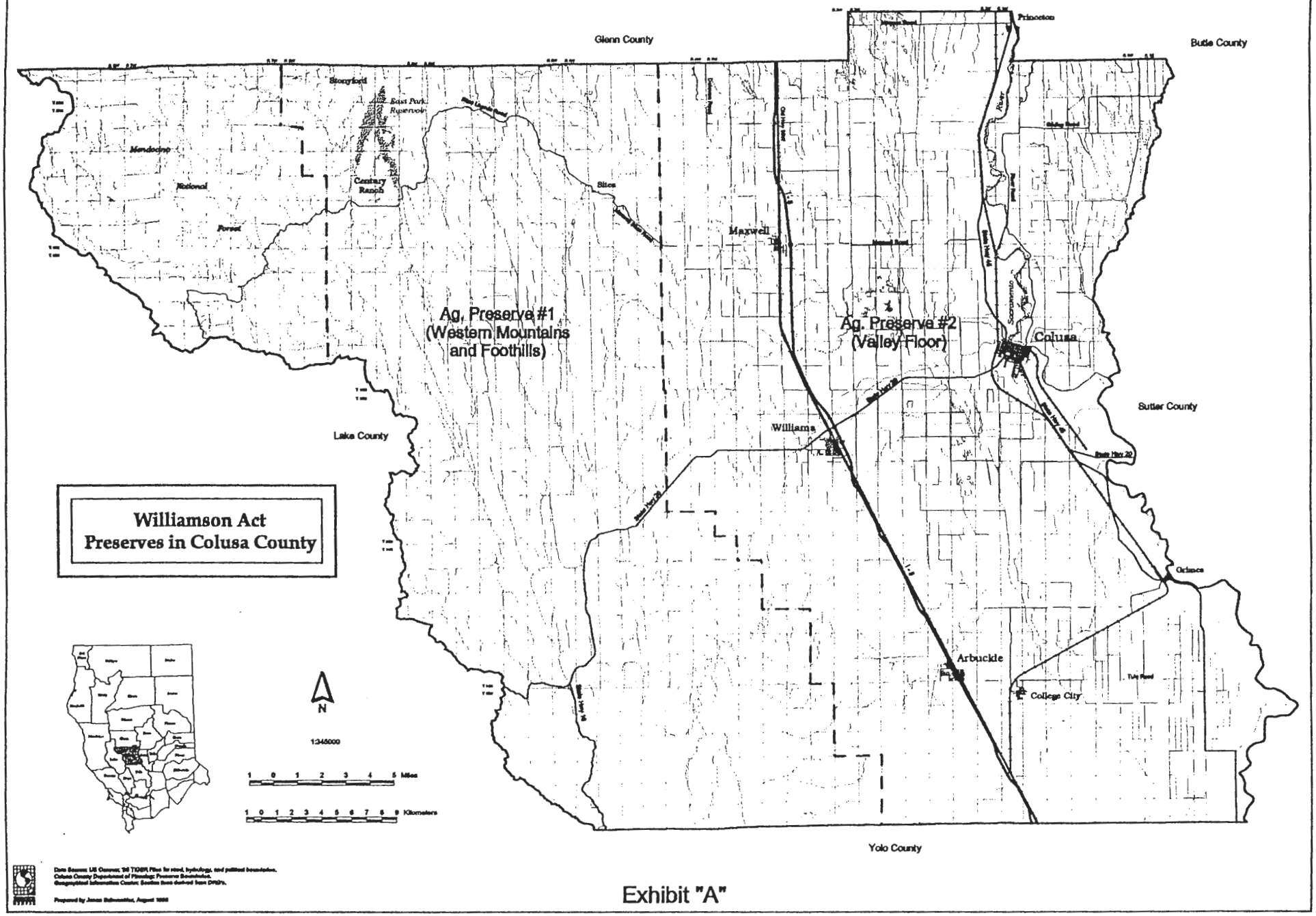


Exhibit "A"

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB

AGRICULTURAL PRESERVE NUMBER TWO STATEMENT OF AGRICULTURAL AND COMPATIBLE USE

A. AGRICULTURAL USES

1. Agriculture, including any customary agricultural buildings and structures and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, lands withdrawn from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. COMPATIBLE USES

1. Ranch and farm dwellings appurtenant to a principal agricultural use.

2. Drilling and operating of oil and gas wells.

3. Electrical distribution substations.

4. Public parks and recreation areas.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee.

6. Agricultural labor camps.

7. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

8. Temporary shelters for herdsmen including mobile homes, wagons, and tents.

9. Guest houses, not rented or otherwise conducted as a business.

10. Home occupations.

11. Offices incidental and necessary to the conduct of a principal permitted use.

EXHIBIT "B"

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

12. Private garages, private parking areas, and private stables.

13. Roadside stands for the sale of agricultural products primarily grown in the local area.

14. Name plates and signs appurtenant to any permitted use including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

15. Temporary landing strips appurtenant to a principal permitted use.

16. Other accessory uses and buildings customarily appurtenant to a permitted use including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

17. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

18. Public and private hunting clubs.

19. The erection, construction, alteration or maintenance of gas, electric, water, or communication utility facilities.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

County of Colusa
Department of Planning & Building Administration
220 12th Street
Colusa, California 95932
(530) 458-0480

Application for Land Conservation Contract

Pursuant to the California Land Conservation
(Williamson) Act of 1965

Separate applications are required if titles to parcels are vested differently.

1. Applicant-Owner _____
Name (Please print or type)

Agent _____
Name

Address _____
Number Street

_____
City or Town Zip Code

(The above address will be used for all correspondence.)

Telephone Number _____

2. Description of Property - Assessor's parcel numbers:

Tax Code Area No.	Book Page Parcel	Acreage	Assessed Value Land Only

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

3. Land Use Allocation

Acres devoted to homesite	_____
Acres devoted to farmstead (barns, corrals, etc.)	_____
Acres planted to orchard	_____
Acres planted to vineyard	_____
Acres devoted to irrigated crops	_____
Acres devoted to irrigated pasture	_____
Acres devoted to dry farm	_____
Acres devoted to graze land	_____
Acres other (watershed, lakes, etc.)	_____
Total:	_____

4. Graze Land Production

Total Acres _____ No. Head _____

Is this portion leased? All_____ Part_____ None_____

Name of Tenant_____ Acres_____

Date current rent was negotiated_____ Annual Rent_____

Lease terms _____

_____

5. Crop Land Production

Crop	Dry/Irr	Total	Production	Gross Income
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Is this portion leased? All_____ Part_____ None_____

Name of Tenant_____ Acres_____

Date current rent was negotiated_____ Annual Rent_____

Lease terms _____

_____

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

6. Orchard/Vineyard Data - Past Calendar Year

Please indicate the following by filling in each column:

Parcel Number	Type/Variety	Acres	Date Planted	Total Tons/Lbs/ Bins/Other	Total Before-Pick Haul Charges	Pick/Haul Charges per Ton/Lb/Other

7. Is there other income? Yes___ No___

Describe: _____

8. Remarks: _____

_____

_____

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

9. **It is the request of the Board of Supervisors and the Department of Planning & Building that each property owner thoroughly acquaint him or herself with all the advantages and disadvantages that may result from signing a contract.**

   All property owners must sign and all signatures properly acknowledged:

   _____ _____

   _____ _____

   _____ _____

10. Attach two (2) completed and executed copies of the Land Conservation Contract.

11. File with the Colusa County Department of Planning & Building, 220 12th Street, Colusa, CA 95932, (530) 458-0480.

STATE OF CALIFORNIA)
) ss.
County of Colusa)

On this _____ day of _____, 19____, before me, _____,

a Notary Public, State of California, duly commissioned and sworn, personally appeared

_____

_____

known to me to be the person _____ whose name _____

subscribed to the within instrument and acknowledged to me that ___he__ executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of

_____ the day and year in the certificate first above written.

_____
Notary Public, State of California

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

RESOLUTION NO. 99- 60

RESOLUTION OF THE COUNTY OF COLUSA TO ESTABLISH A FARMLAND SECURITY ZONE AND ENTER INTO FARMLAND SECURITY ZONE CONTRACTS WITHIN SUCH FARMLAND SECURITY ZONE

WHEREAS, the County of Colusa desires to preserve its agricultural land base in order to maintain a viable agricultural production economy within the County; and

WHEREAS, the County desires to discourage the premature and unnecessary conversion of agricultural land to urban uses and to enhance the predictability of the future of viable economic agricultural production units in the County for those engaged in agricultural production; and

WHEREAS, the County considers it is in the public interest to encourage the maintenance of a healthy and vibrant agricultural economy in the County and state to ensure adequate healthful and nutritious food for the current residents of the County and state and for generations yet unborn; and

WHEREAS, the County has actively participated in the state's California Land Conservation Act of 1965, known as the Williamson Act (at Chapter 7 of Part 1 of Division I of Title 5 commencing with Section 51200 of the Government Code); and

WHEREAS, as part of the Williamson Act program, the County has entered into many land conservation contracts with property owners in the County; and

WHEREAS, the County desires to strengthen its agricultural land preservation program by participating in the state's new Farmland Security Zone program enacted by the State Legislature in 1998 at Article 7 commencing with Section 51296 of the Williamson Act which provides, among other things, for a longer contract term than the present rolling ten year term.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors agrees as follows:

1. The County establishes Farmland Security Zone No. 1 which encompasses all land located within Agricultural Preserve No. 2 (Valley Floor) outlined in Exhibit A, attached and incorporated by this reference.

2. The Owner(s) of Parcel(s) located within Colusa County Agricultural Preserve

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

No. 2 on Exhibit A, who are now parties with the County under a Williamson Act Land Preservation Contract covering that parcel requests that the contracts be rescinded upon Board of Supervisors approval so that Owner(s) and County may enter into a Farmland Security Zone contract on the property.

3. The County agrees to the contract rescission requested and agrees to enter into the requested Farmland Security Zone contract.

ON THE MOTION OF Supervisor Womble, seconded by Supervisor Scofield, the foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Colusa, State of California, this 16 day of November 1999, by the following vote:

AYES: Supervisors Womble, Scofield, White, Waite and Maltby.

NOES: None.

ABSENT: None.

Jerry L. Maltby, Chairman
Board of Supervisors

ATTEST: KATHLEEN MORAN
County Clerk /Recorder and ex-officio
Clerk to the Board of Supervisors

By Yolanda Iraola, Deputy

APPROVED AS TO FORM:

Donald F. Stanton
Colusa County Counsel

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

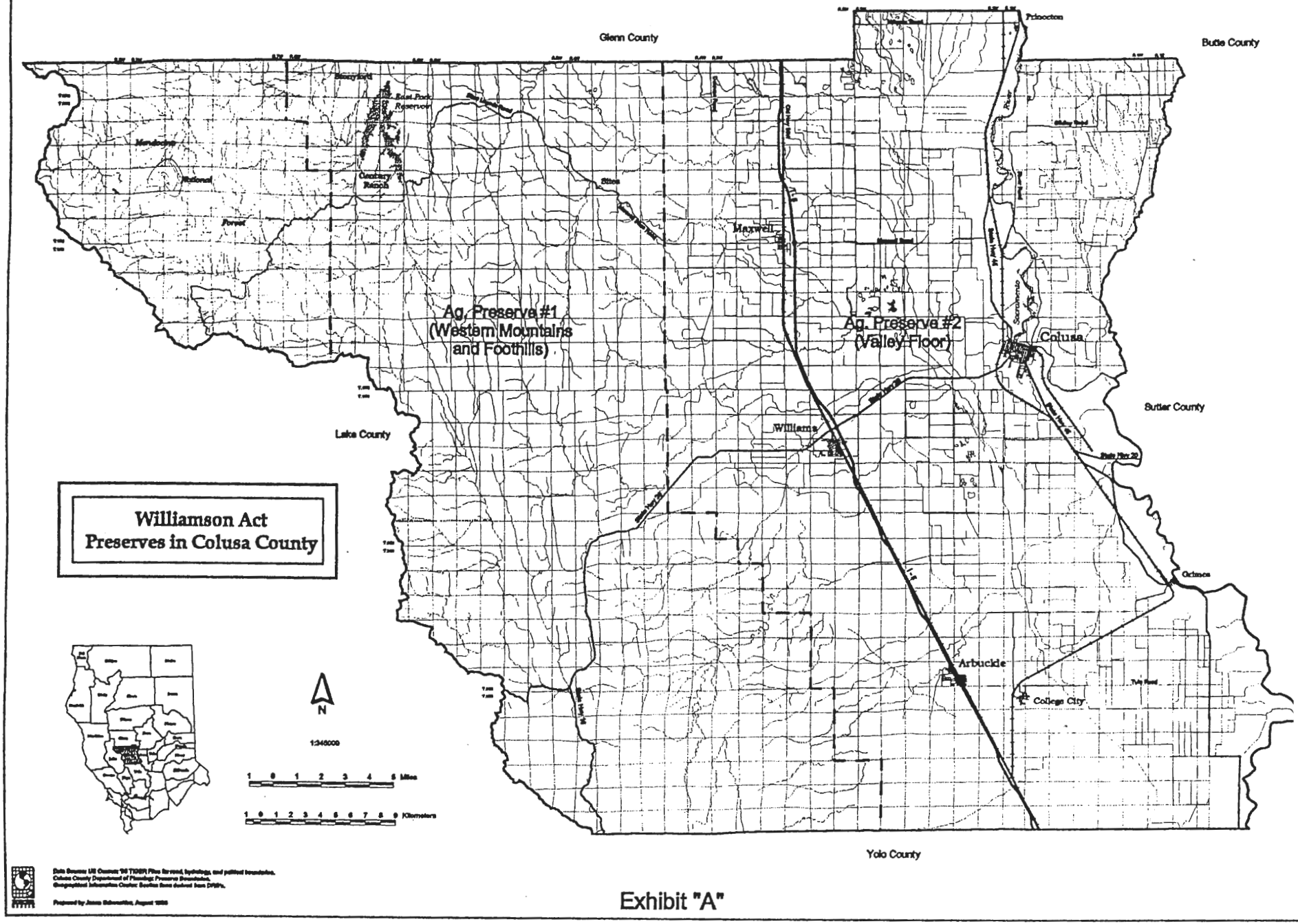


Exhibit "A"

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB

RESOLUTION NO. 02- 82

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS **AMENDING EXHIBIT A TO RESOLUTION 82-67** RELATING TO THE IMPLEMENTATION OF THE CALIFORNIA LAND CONSERVATION ACT IN COLUSA COUNTY (WILLIAMSON ACT)

WHEREAS, the COUNTY OF COLUSA, as a condition of implementing the California Land Conservation Act, is required to establish rules to govern the administration of agricultural preserves and for initiating, filing and processing requests to establish agricultural preserves; and

WHEREAS, Resolution 82-67, adopted on October 12, 1982, set forth the guidelines for establishment of agricultural preserves; and

WHEREAS, Exhibit "A" to Resolution 82-67 enumerated the agricultural uses and compatible uses pertaining to agricultural preserves; and

WHEREAS, the compatible uses enumerated in Exhibit "A" of Resolution 82-67 require further clarification therein.

NOW, THEREFORE, BE IT RESOLVED that Exhibit "A" of Resolution 82-67 is hereby amended as set forth in Exhibit "A" attached hereto, and substituted in its place and stead.

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 17th day of DECEMBER 2002 by the following vote:

AYES: Supervisors Womble, Scofield, Marshall, White and Waite

NOES: None.

ABSENT: None.

William R. Waite
Chairman of the Board of Supervisors

ATTEST: Kathleen Moran, Clerk/Recorder
and Ex-Officio Clerk to the Board of Supervisors

By Sue Drane, Deputy

APPROVED AS TO FORM:

Donald F. Stanton
Colusa County Counsel

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

STATEMENT OF AGRICULTURAL AND COMPATIBLE USE FOR AGRICULTURAL PRESERVE NUMBERS ONE AND TWO AND FARMLAND SECURITY ZONE

A. AGRICULTURAL USES

1. Agriculture, including any customary agricultural buildings and structures and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, lands withdrawn from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. COMPATIBLE USES

1. Ranch and farm dwellings appurtenant to a principal agricultural use.

2. Drilling and operating of oil and gas wells for which a conditional use permit has been granted.

3. Electrical distribution substations.

4. Recreational uses for which a conditional use permit has been granted.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee.

6. Agricultural labor camps.

7. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

8. Temporary shelters for herdsmen including mobile homes, wagons, and tents.

9. Guest houses, not rented or otherwise conducted as a business.

10. Home occupations.

11. Offices incidental and necessary to the conduct of a principal permitted use.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

12. Private garages, private parking areas, and private stables.

13. Roadside stands for the sale of agricultural products primarily grown in the local area.

14. Name plates and signs appurtenant to any permitted use including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

15. Temporary landing strips appurtenant to a principal permitted use.

16. Other accessory uses and buildings customarily appurtenant to a permitted use including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

17. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

18. Hunting clubs or hunting activities for which a conditional use permit has been granted which permit hunting only during the dormant or winter fallow agricultural season. More particularly, the act of hunting does not begin until after harvest and ceases before planting season begins.

19. The erection, construction, alteration or maintenance of gas, electric, water, or communication utility facilities.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

RESOLUTION NO. 02- 83

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS **AMENDING EXHIBIT B TO RESOLUTION 98-51** RELATING TO COMPATIBLE USES OF COLUSA COUNTY AGRICULTURAL PRESERVE NUMBER TWO (VALLEY FLOOR) PURSUANT TO THE CALIFORNIA LAND CONSERVATION (WILLIAMSON) ACT

WHEREAS, the COUNTY OF COLUSA, created Agricultural Preserve Number Two (Valley Floor) and established rules governing administration of parcels therein by Resolution 98-51 pursuant to the California Land Conservation (Williamson) Act, Government Code sections 51200 et seq.; and

WHEREAS, California Environmental Quality Act (CEQA) guidelines number 15317 exempt the establishment of agricultural preserves from the provisions of CEQA; and

WHEREAS, the County of Colusa Board of Supervisors held a public hearing on September 8, 1998 concerning the establishment of a second agricultural preserve; and

WHEREAS, agricultural uses and compatible uses for Williamson Act contract purposes for Agricultural Preserve Number Two were established; and

WHEREAS, the compatible uses enumerated in Exhibit "B" of Resolution 98-51 require further clarification therein.

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Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

NOW, THEREFORE, BE IT RESOLVED that Exhibit B of Resolution 98-51 is hereby amended as set forth in Exhibit B attached hereto and substituted in its place and stead.

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 17th day of DECEMBER 2002 by the following vote:

AYES: Supervisors Womble, Scofield, Marshall, White and Waite.

NOES: None.

ABSENT: None.

William R. Waite
Chairman of the Board of Supervisors

ATTEST: Kathleen Moran, Clerk/Recorder
and Ex-Officio Clerk to the Board of Supervisors

By Sue Grave, Deputy

APPROVED AS TO FORM:

Donald F. Stanton
Colusa County Counsel

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

STATEMENT OF AGRICULTURAL AND COMPATIBLE USE FOR AGRICULTURAL PRESERVE NUMBERS ONE AND TWO AND FARMLAND SECURITY ZONE

A. AGRICULTURAL USES

1. Agriculture, including any customary agricultural buildings and structures and such uses as, but not limited to, livestock ranges, animal husbandry, field crops, fallow, lands withdrawn from production pursuant to Federal agricultural programs such as, but not limited to, that authorized by the Crop and Adjustment Act, tree crops, nurseries and greenhouses together with all necessary equipment and facilities for support and maintenance of the operation.

2. Animal feed yards when more than 1000 feet from any existing dwelling.

3. Hog farms.

B. COMPATIBLE USES

1. Ranch and farm dwellings appurtenant to a principal agricultural use.

2. Drilling and operating of oil and gas wells for which a conditional use permit has been granted.

3. Electrical distribution substations.

4. Recreational uses for which a conditional use permit has been granted.

5. Living quarters of persons employed on the premises and relatives of the property owner or lessee.

6. Agricultural labor camps.

7. Mobile homes may be used as living quarters when they are located on land used for agricultural purposes and are appurtenant to such agricultural use, provided that there may not be more than one mobile home for each ten (10) acres of total site area.

8. Temporary shelters for herdsmen including mobile homes, wagons, and tents.

9. Guest houses, not rented or otherwise conducted as a business.

10. Home occupations.

11. Offices incidental and necessary to the conduct of a principal permitted use.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

12. Private garages, private parking areas, and private stables.

13. Roadside stands for the sale of agricultural products primarily grown in the local area.

14. Name plates and signs appurtenant to any permitted use including, but not limited to, temporary real estate signs advertising the sale, rental, or lease of the premises upon which the sign is located.

15. Temporary landing strips appurtenant to a principal permitted use.

16. Other accessory uses and buildings customarily appurtenant to a permitted use including, but not limited to, almond hulling, fruit, grain and bean storage and drying when such products are primarily produced on the premises.

17. Any customary agricultural building, structure or dwelling appurtenant to an agricultural use no longer necessary for the operation of the principal use may be rented or leased for similar use.

18. Hunting clubs or hunting activities for which a conditional use permit has been granted which permit hunting only during the dormant or winter fallow agricultural season. More particularly, the act of hunting does not begin until after harvest and ceases before planting season begins.

19. The erection, construction, alteration or maintenance of gas, electric, water, or communication utility facilities.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

RESOLUTION NO. 07-026

A RESOLUTION OF THE COUNTY OF COLUSA BOARD OF SUPERVISORS AMENDING RESOLUTION 98-51 [AGRICULTURE PRESERVE NO. 2 (VALLEY FLOOR)—WILLIAMSON ACT] ESTABLISHING A PROCESS ALLOWING FOR CANCELLATION OF ALL OR PART OF LAND IN THE WILLIAMSON ACT IN AGRICULTURAL PRESERVE NUMBER TWO

Whereas, the County of Colusa is authorized to create agricultural preserves pursuant to the Williamson Act; and

Whereas, the Colusa County Assessor's Office has authority to conduct an analysis of the removal of property from the Williamson Act, and require a cancellation fee equal to 12.5 percent to the state and 12.5 percent to the County, of the unrestricted, current fair market valuation of the property; and

Whereas, a landowner can petition to cancel a contract under state legislation; and

Whereas, to approve a tentative contract cancellation the County must make specific findings that are supported by substantial evidence; and

Whereas, the Board of Supervisors may grant tentative approval for cancellation of a contract only if it makes one of the following findings:

(1) That the cancellation is consistent with the purposes of Government Code Section 51282, et al.

(2) That cancellation is in the public interest.

For purposes of paragraph (1) cancellation of a contract shall be consistent with the purposes of Government Code Section 51282 only if the Board of Supervisors makes all of the following findings:

a. That the cancellation is for land on which a notice of nonrenewal has been served pursuant to Government Code Section 51245.
b. That cancellation is not likely to result in the removal of adjacent lands from agricultural use.
c. That cancellation is for an alternative use which is consistent with the applicable provisions of the County General Plan.
d. That cancellation will not result in discontiguous patterns of urban development.
e. That there is no proximate noncontracted land which is both available and suitable for the use to which it is proposed the contracted land be put, or, that development of the contracted land would provide more contiguous patterns of urban development than development of proximate noncontracted land.

NOW, THEREFORE, BE IT RESOLVED that the County of Colusa Board of Supervisors does hereby amend Resolution No. 98-51, Agricultural Preserve Number Two and Established Rules Governing Administration of this Preserve, to provide a Cancellation process in the County's Williamson Act procedures. Property to be

considered for cancellation from the Williamson Act must comply with the following requirements:

1. Only the landowner can petition to cancel a contract.
2. The County shall make specific findings that are supported by substantial evidence.
3. The existence of an opportunity for another use of the property is not sufficient reason for cancellation.
4. The uneconomic character of an existing agricultural use shall not, by itself, be sufficient reason to cancel a contract.
5. The landowner shall pay a cancellation fee equal to 12.5 percent of the unrestricted, current fair market valuation of the property to the County, and 12.5 percent to the State.
6. The Board of Supervisors may grant tentative approval for cancellation of a contract if it makes one of the following findings:
    a. That the cancellation is consistent with the following:
        i. The cancellation is for land on which a notice of nonrenewal has been served; and
        ii. That cancellation is not likely to result in the removal of adjacent lands from agricultural use; and
        iii. That cancellation is for an alternative use which is consistent with the applicable provision of the County General Plan; and
        iv. That cancellation will not result in discontiguous patterns of urban development; and
        v. That there is no proximate noncontracted land which is both available and suitable for the use to which it is proposed the contracted land be put, or, that development of the contracted land would provide more contiguous patterns of urban development than development of proximate noncontracted land.
    b. That cancellation is in the public interest.

PASSED AND ADOPTED this 26th day of June 2007, by the following vote:

AYES: Supervisors Yerxa, Evans, Indrieri, Vann and Marshall.

NOES: None.

ABSENT: None.

Mark D. Marshall, Chairperson
Board of Supervisors

ATTEST: Kathleen Moran
County Clerk and ex officio
Clerk to the Board of Supervisors

By: _____, Deputy

APPROVED AS TO FORM:

Henry Rodegerdts, County Counsel

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

SUN HERALD: PLEASE PUBLISH FRIDAY, JULY 13, 2007.
COURTHOUSE POSTING: Wednesday, July 11, 2007.

ORDINANCE NO. 710

AN ORDINANCE OF THE COUNTY OF COLUSA APPROVING A FEE FOR PROCESSING APPLICATIONS FOR CANCELLATION FROM THE WILLIAMSON ACT

The Board of Supervisors of the County of Colusa ordains as follows:

Section 1. In accordance with California Government Code Section 51280 et al., wherein a cancellation process from the Williamson Act is provided, this ordinance provides for a fee of $2,000.00 to be charged to applicants to pay the County administrative costs for processing such applications. See Exhibit A.

Section 2. This Ordinance shall take effect thirty (30) days after the date of its adoption and prior to the expiration of fifteen (15) days from the passage thereof shall be published at least once in the Colusa Sun Herald, a newspaper of general circulation in the county of Colusa, and thenceforth and thereafter the same shall be in full force and effect.

The foregoing ordinance was introduced at a general meeting of the Colusa County Board of Supervisors on June 26, 2007, and

PASSED AND ADOPTED this 10th day of July, 2007 by the following vote:

AYES: Supervisors Yerxa, Evans, Indrieri, Vann and Marshall.

NOES: None.

ABSENT: None.

Mark D. Marshall, Chairperson
Board of Supervisors

ATTEST: Kathleen Moran
County Clerk and ex officio
Clerk to the Board of Supervisors

By: _____, Deputy

APPROVED AS TO FORM:

Henry E. Rodegerdts, County Counsel

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

EXHIBIT A

Justification for fee of $2,000.00 to cover administrative costs for processing Cancellation application from the Williamson Act:

The Department of Planning & Building is responsible for administering the Williamson Act in the County of Colusa. Staff has analyzed the steps necessary in processing an application request a landowner submits to the Department to have land removed from the Williamson Act. The required steps include the following:

- Department Secretary accepts application for Cancellation. Secretary checks over application packet for completeness of necessary documents.
- Department Secretary sets up a file, giving a file number, creating a distribution list.
- Planner reviews file to make formal determination the application is complete and staff can proceed to process.
- Planner reviews the distribution list of agencies, departments, special districts, public services, community groups, private organizations, and so forth for purposes of distributing packets of the application for comments.
- Department Secretary copies the appropriate number of application packets from the marked distribution list, and mails packets out, with a Comment form. The Department Secretary checks the dates and calendar for public hearing, determines length of comment period, and notices this on Comment form. The Department of Conservation is notified.
- Department Secretary files comments received into file, and discuss with staff.
- Planner begins CEQA review: 1) either Department staff perform the necessary CEQA review/analysis, or, the Department contracts with a consulting firm to perform CEQA, with the agreement of the applicant and his/her payment for CEQA.
- Planner project manages CEQA work when a consulting firm performs the analysis.
- Planner reviews administrative CEQA documents, edits, routes back to consultant.
- Planner receives public draft of CEQA documents; sets up list for distribution.
- Department Secretary distributes/mails public draft CEQA document for comments.
- Department Secretary routes packet to Assessor's office for penalty fee determination.
- Planner prepares staff report to Board of Supervisors.
- Planner must make Findings required under Government. Code Section 51282.(a).
- Department Secretary puts together Agenda packet/Request For Public Hearing to Board Clerk.
- Department Secretary mails Cancellation notice to the state Department of Conservation.
- Staff presents Cancellation application, with staff report w/Findings, to the Board.

The above list does not account for additional time spent by staff: telephone calls, e-mail exchanges, counter inquiries, letter writing; and meetings with applicant, with other landowners, with state agency staff, with other County department staff, and so forth.

Total time estimated to process the application: approximately 24-hours.

Department Secretary:	Planner:	Director:
Approx. Hours: 5	Hrs.: 13	Hrs.: 6
Hourly rate: $35	$85	$120

Approximate hours were determined based upon the following:

- Director's previous experience with processing Williamson Act Cancellation applications;
- Discussion with staff breaking out the specific duties;
- Determining state requirements as per legislation and regulations;
- Averaging of time related to processing of other types of planning applications;
- Breaking down specific job duties, division of labor for staff.

Hourly rate attributed to each Department position was determined by:

- Approximate breakdown of time, materials, overhead costs;
- Approximate accounting of hours per each staff person;
- Comparative survey of other County's job position hourly rates.

While the above cost breakdown, and final fee amount, is based upon approximate hours and costs, the proposed fee amount of $2000.00 for processing the Cancellation application is considered to represent a conservative figure. After the Department has taken an application through the process, more specific data will be available.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

RESOLUTION NO. 19 -046

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS IMPLEMENTING AN AMENDED WILLIAMSON ACT PROGRAM FOR 2020 PURSUANT TO GOVERNMENT CODE SECTION 51244 ET SEQ.

WHEREAS, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965 to implement State farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses;

WHEREAS, over the past 45 years, the County of Colusa ("County") has embraced and implemented the State of California's farmland preservation policies set forth in the Act;

WHEREAS, over 318,000 acres in the County are presently conserved by voluntary County and landowner participation in 10-year and 20-year Williamson Act contracts;

WHEREAS, for decades, the State has provided subvention funding to replace the lost property tax revenues that participating counties throughout the State have incurred as a consequence of participating in the State's Williamson Act;

WHEREAS, in 2009 the State of California eliminated all but $1,000 in State funding for the Williamson Act program, thus shifting the full financial burden of the State's Williamson Act program to counties throughout the State at a very difficult fiscal time;

WHEREAS, in 2011 Assembly Bill 1265 ("AB 1265") was adopted in an effort to provide a partial solution to the elimination of subvention funding and to continue the program established by Senate Bill 863 (2010);

WHEREAS, in 2014 Senate Bill 1353 was adopted which deleted the sunset date of AB 1265 and allowed the use of the AB 1265 process for revising contracts, by reducing their terms, to recapture 10 percent of the lost property tax benefit to Williamson Act contract holders indefinitely into the future;

WHEREAS, since the elimination of subvention funding by the State, the County has absorbed the loss of approximately $856,000 annually in order to continue its support of the State's Williamson Act program;

WHEREAS, given the fiscal impact that the loss of the subvention funding has had and continues to have on the County, the Board of Supervisors has considered the AB 1265 process as an alternative to offset a portion of the fiscal impact to the County while maintaining the County's Williamson Act program; and

WHEREAS, pursuant to Government Code Section 51244 et seq., a public hearing notice was published and mailed to the landowners in the County's Williamson Act program informing them of the initial hearing by the Board of Supervisors on the proposal to adopt the AB 1265 process at which time that the Board of Supervisors made certain findings to implement the AB 1265 process.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

NOW, THEREFORE, the Board of Supervisors finds and resolves as follows:

1. The Board of Supervisors finds that during the prior fiscal year (i.e., 2018-19), the payments received by the County under to Government Code Sections 16142 and 16142.1 were less than one-half of its actual foregone general fund property tax revenue.

2. The Board of Supervisors approves the implementation of the AB 1265 process to reduce the terms of Williamson Act contracts. In accordance with Government Code Section 51244(b)(1), the term for all California Land Conservation Contracts that are not exempt from reduction will be reduced from ten (10) years to nine (9), for 10-Year Williamson Act contracts, and from twenty (20) years to eighteen (18) years, for 20-year Farmland Security Zone Contracts, for calendar year 2020, effective on the anniversary date of all such contracts (January 1, 2020).

3. The Board of Supervisors amends section 7 of Resolution No. 82-67 to read as follows: "7. TERM OF CONTRACT: It is the intent of the Board of Supervisors to establish ten (10) years as the minimum term for any contract executed on land within any agricultural preserve established in calendar year 1971 and each year thereafter. Should the Board of Supervisors approve the implementation of Government Code Section 51244 et seq., commonly known as the AB 1265 process, the minimum term shall be reduced to nine (9) years.

4. The Board of Supervisors amends Section 2 of Resolution No. 98-51 to read as follows: "2. TERM OF CONTRACT: It is the intent of the Board of Supervisors to establish ten (10) years as the minimum term for any contract executed on land within Agricultural Preserve Number Two established in calendar year 1998 and each year thereafter. Should the Board of Supervisors approve the implementation of Government Code Section 51244 et seq., commonly known as the AB 1265 process, the minimum term shall be reduced to nine (9) years.

5. The County Assessor is directed to take all necessary actions to implement the provisions of Government Code Section 51244 et seq. otherwise known as the AB 1265 process.

6. The Clerk to the Board of Supervisors and the Community Development Director are directed to send notices to all landowners in the County's Williamson Act program informing them of the County's decision to implement the provisions of Government Code section 51244 et seq., otherwise known as the AB 1265 process, and their right to prevent the reduction in the term of their contract by serving a notice of nonrenewal within ninety (90) days as specified by Government Code section 51245. The failure of a landowner to serve timely notice of non-renewal shall be considered consent to the term reduction of their Williamson Act contract.

7. Should any landowner elect to serve a notice of non-renewal instead of accepting the reduced contract term, County staff shall waive any process fees. County staff is directed to process the notice of non-renewal pursuant to Government Code Section 51245.

8. The County will not renew or accept new applications for Williamson Act contracts.

9. The County will not amend existing Williamson Act contracts except as provided for in this resolution or to the extent any such amendment will not result in a fiscal impact to the County.

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

PASSED AND ADOPTED by the Board of Supervisors, Colusa County, State of California, this 27th day of August, 2019, by the following vote:

AYES: Supervisors Denise J. Carter, John D. Loudon, Gary J. Evans, and Kent S. Boes.

NOES: Supervisor Jose Merced Corona.

ABSENT: None.

Kent S. Boes, Chairperson
Colusa County Board of Supervisors

ATTEST: Wendy G Tyler
Clerk to the Board of Supervisors

By _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

RESOLUTION NO. 19-068

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE CLERK TO THE BOARD TO SIGN AND RECORD WILLIAMSON ACT CONTRACT NOTICES OF NON-RENEWAL SUBMITTED BY LANDOWNERS

WHEREAS, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965 to implement State farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses; and

WHEREAS, over the past 45 years, the County of Colusa ("County") has embraced and implemented the State of California's farmland preservation policies set forth in the Act and over 318,000 acres in the County are presently conserved by 10-year and 20-year Williamson Act contracts; and

WHEREAS, Government Code Section 51245 specifies the requirements for either the County or a landowner to file a notice of contract non-renewal to prevent the contract from automatically renewing to its full term and to begin the contract phase-out from the Williamson Act Program; and

WHEREAS, the Board of Supervisors wants to ensure that a landowner's application for partial or full non-renewal of contracted land is processed in a consistent and timely manner desires to authorize the Clerk of the Board (the County Administrative Officer) to record such applications.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors authorize the Clerk of the Board, or his/her designee, to sign Williamson Act non-renewal notices and record such documents.

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 17th day of December, 2019, by the following vote:

AYES: Supervisors Denise J. Carter, John D. Loudon, Gary J. Evans, J. Merced Corona, and Kent S. Boes.

NOES: None.

ABSENT: None.

Kent S. Boes, Chairman
Board of Supervisors

ATTEST: Wendy G. Tyler,
Clerk to the Board of Supervisors

By: _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

RESOLUTION NO. 20 -030

A RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS IMPLEMENTING AN AMENDED WILLIAMSON ACT PROGRAM FOR 2020

WHEREAS, the California Land Conservation Act (the "Williamson Act") was enacted on July 14, 1965 to implement State farmland preservation policies directed at discouraging the unnecessary and premature conversion of farmland to other uses;

WHEREAS, over the past 45 years, the County of Colusa ("County") has embraced and implemented the State of California's farmland preservation policies set forth in the Act;

WHEREAS, over 318,000 acres in the County are presently conserved by voluntary County and landowner participation in 10-year and 20-year Williamson Act contracts;

WHEREAS, for decades, the State has provided subvention funding to replace the lost property tax revenues that participating counties throughout the State have incurred as a consequence of participating in the State's Williamson Act;

WHEREAS, in 2009 the State of California eliminated all but $1,000 in State funding for the Williamson Act program, thus shifting the full financial burden of the State's Williamson Act program to counties throughout the State at a very difficult fiscal time;

WHEREAS, in 2011 Assembly Bill 1265 ("AB 1265") was adopted in an effort to provide a partial solution to the elimination of subvention funding and to continue the program established by Senate Bill 863 (2010);

WHEREAS, in 2014 Senate Bill 1353 was adopted which deleted the sunset date of AB 1265 and allowed the use of the AB 1265 process for revising contracts, by reducing their terms, to recapture 10 percent of the lost property tax benefit to Williamson Act contract holders indefinitely into the future;

WHEREAS, since the elimination of subvention funding by the State, the County has absorbed the loss of approximately $856,000 annually in order to continue its support of the State's Williamson Act program;

WHEREAS, given the fiscal impact that the loss of the subvention funding has had and continues to have on the County, the Board of Supervisors has considered the AB 1265 process as an alternative to offset a portion of the fiscal impact to the County while maintaining the County's Williamson Act program; and

WHEREAS, pursuant to Government Code Section 51244 et seq., a public hearing notice was published and mailed to the landowners in the County's Williamson Act program informing them of the initial hearing by the Board of Supervisors on the proposal to adopt the AB 1265 process at which time that the Board of Supervisors made certain findings to implement the AB 1265 process.

NOW, THEREFORE, the Board of Supervisors finds and resolves as follows:

1. That during the prior fiscal year (i.e., 2019-20), the payments received by the

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

County pursuant to Government Code Sections 16142 and 16142.1 amounted to less than one-half of its actual foregone general fund property tax revenue.

2. The Board of Supervisors approves the implementation of the AB 1265 process. In accordance with Government Code Section 51244(b)(1), unless otherwise exempt the term for all 10-Year Land Conservation Contracts shall be reduced to nine (9) years and the term for all 20-Year Land Conservation Act Contracts shall be reduced to eighteen (18) years for Calendar Year 2021, effective on the anniversary date of all such contracts (January 1, 2021).

3. The County Assessor is instructed to take all necessary actions to implement the provisions of Government Code Section 51244 *et seq*. otherwise known as the AB 1265 process.

4. The Clerk to the Board of Supervisors and the Community Development Director are directed to send notices to all landowners in the County's Williamson Act program informing them of the Board of Supervisor's decision to implement the provisions of Government Code Section 51244 *et seq.,* otherwise known as the AB 1265 process, and their right to prevent the reduction in the term of their contract by serving a notice of nonrenewal within ninety (90) days as specified by Section 51245. The failure of a landowner to serve timely notice of non-renewal shall be considered implied consent to the implementation of AB 1265.

5. Should any landowner elect to serve a notice of non-renewal instead of accepting the reduced contract term, County staff shall waive any process fees. County staff is directed to process the notice of non-renewal pursuant to Government Code Section 51245.

PASSED AND ADOPTED by the Board of Supervisors, Colusa County, State of California, this 4th day of August, 2020, by the following vote:

AYES: Supervisors John D. Loudon, Kent S. Boes, J. Merced Corona, Gary J. Evans, and Denise J. Carter.

NOES: None.

ABSENT: None.

Denise Carter, Chairperson
Colusa County Board of Supervisors

ATTEST: Wendy G Tyler,
Clerk to the Board of Supervisors

By _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: Attachment #2 Colusa County LCA Resolutions and Ordinance History 2021 08 17 (8479 : AB 1265 Implementation Public Hearing)

LEGAL NOTICE

COUNTY OF COLUSA

NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPLEMENTATION/ CONTINUATION OF THE PROCESS CHANGING THE TERMS OF WILLIAMSON ACT CONTRACTS

NOTICE IS HEREBY GIVEN THAT the COLUSA COUNTY BOARD OF SUPERVISORS will conduct a Public Hearing on August 16, 2022 at 9:30 a.m. in the County Board of Supervisors' Chambers at 546 Jay Street, Suite 108, Colusa, CA, 95932 to consider the continued implementation of the provisions of Government Code 51244 et seq. (commonly referred to as the AB 1265 process) to: (a) reduce the term of 10-year Williamson Act contracts to nine (9) years; and (b) reduce the term of 20-year Farmland Security Zone (Super Williamson Act) contracts to eighteen (18) years. If approved, this would result in a reduction of the tax savings for Williamson Act contracted properties. In addition, if approved you will be sent a second notice informing you of the Board's decision and certain rights afforded to you by Government Code Section 51244 et seq.

Additional information regarding the proposed reduction of Williamson Act contract terms and its potential effect on property tax savings of applicable contracted parcels may be obtained by visiting the County website at http://www.countyofcolusa.org/index.aspx?NID=813 or by contacting the Community Development Department at 1213 Market Street, Colusa, CA or (530) 458-0480.

Additional documentation is available for review in accordance with Agenda Scheduling Deadlines at the Office of the Clerk of the Board. Written comments are invited and should be received no later than the date of the public hearing by the Clerk of the Board, 547 Market Street, Suite 102, Colusa, CA 95932 or e-mail to boardclerk@countyofcolusa.org

Dated: August 2, 2022

/s/ Melissa Kitts, Deputy Clerk

08/04/2022 - CCPR #2022-0770

From: Michael Doherty
To: Ann Nordyke
Subject: Williamson Act contracts
Date: Wednesday, August 10, 2022 7:40:44 AM
Attachments: image001.png

REMINDER: This email originated from outside of the organization, only you can prevent ransomware attacks. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the Helpdesk at helpdesk@countyofcolusa.com.

Good morning,

I would like to formally comment on the proposed reduction of term for Williamson Act contracts. The thought process behind the creation of the act was to prevent farmers and ranchers from losing their income producing, employee hiring, tax paying farms and ranches. Prior to the Williamson Act escalating taxes were putting them in a bind and forcing the sale of their properties. The Act was relief to the tax burden in exchange for a **contract** to keep the properties in Exclusive Agriculture use for the contract term.

We have all heard the term "land rich and cash poor", this has never been more true. With outside investors and hedge funds looking to pay large sums for our farms and ranches, they are worth a great deal of money. However these large investors do not have community in mind. That is what we are, a community. Think to our school boards, non-profits, county committees and picture them without farmers and ranchers. These hedge funds that are run by accountants and attorneys do not participate in making our communities a better place to live and raise our families.

Our family farms are facing unparalled challenges with drought, frost events, SGMA, export issues, and runaway inflation this is absolutely not the time to consider making changes to the Williamson Act.

Sincerely,

Michael F. Doherty

Chairman Cortina Hulling Group
Chairman Farm Credit Services of Colusa Glenn
Chairman Arbuckle-College City Fire District
President 44th D.A.A
Director Colusa County Farm Supply
CO Founder of Arbuckle Revitalization Committee non-profit
Director of Colusa County Fair Foundation non-profit
Former President Colusa County Farm Bureau

Attachment: Email frm Michael Doherty re Williamson Act contracts (8479 : AB 1265 Implementation Public Hearing)



Michael Doherty
President

Mike@chamisalcreek.com
530.681.8204
1167 Cortina School Rd / PO Box 157
Arbuckle Ca 95912

Attachment: Email frm Michael Doherty re Williamson Act contracts (8479 : AB 1265 Implementation Public Hearing)