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

February 28, 2023

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 February 14, 2023 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 Items No.'s 1 through 20.

1. BOARD OF SUPERVISORS
Approve the February 14, 2023 Board of Supervisors Regular meeting minutes.

2. AG COMMISSIONER
Approve contract with **California Rice Commission,** for rice pesticide

surveillance, effective May 1, 2023 and authorize the County Agricultural Commissioner to sign.

3. APPOINTMENT/LOCAL CHILD CARE PLANNING COUNCIL
Appoint Andrea Navarro to the Colusa Local Child Care Planning Council as Child Care Provider to serve a 3-year term, effective February 28, 2023 through February 27, 2026. **(Application received: Andrea Navarro)**

4. BOARD OF SUPERVISORS/PRINCETON JOINT UNIFIED SCHOOL DISTRCIT
Approve Conflict of Interest Code for the Princeton Joint Unified School District.

5. APPOINTMENT/COLUSA MOSQUITO ABATEMENT DISTRICT
Appoint Scott Kittle to the Colusa Mosquito Abatement District to serve the remainder of an unexpired term effective February 28, 2023 through March 6, 2024. **(Application received: Scott Kittle)**

6. HEALTH AND HUMAN SERVICES
Approve Agreement between the Colusa County Department of Health and Human Services (DHHS) and **Glenn County Community Action Department** to compensate Glenn County for the Dos Rios Continuum of Care (CoC) management, and authorize the County Administrative Officer to sign.

7. HEALTH AND HUMAN SERVICES
Re-approve Contract No. C22-233 Addendum 1 to MOU with **Anthem Blue Cross of California Partnership Plan** for coordination of services to update the language that is consistent with the Data Sharing Authorization Guidance as corrected, and authorize County Administrative Officer to sign corrected Addendum.

8. HEALTH AND HUMAN SERVICES
Approve Mello-Granlund Senior Nutrition Subaward Infrastructure Grant Agreement with **Chico State Enterprises**, effective January 1, 2023, and authorize County Administrative Officer to sign.

9. PURCHASING AND PROCUREMENT/DHHS
Approve purchase of workstations and office furnishings for the Health and Human Services fiscal staff located at 321 5th Street, Colusa, through Campbell Keller utilizing CMAS contract #4-13-71-0017D in the amount of $63,467.85 and authorize the Purchasing Agent to sign the Purchase Order.

10. PURCHASING AND PROCUREMENT/AIRPORT
Adopt plans, specifications and working details for a Request for Bids for Runway 13-31 maintenance at Colusa County Airport and authorize the Notice to Bidders be published.

11. PURCHASING AND PROCUREMENT/COMMUNITY DEVELOPMENT AND BHS
Ratify equity lease agreements with **Enterprise FM Trust** on behalf of Community Development: one 2023 Hyundai Santa Fe SUV; and, for Behavioral Health

Services: one 2023 Ford Escape and three 2023 Chevrolet Malibu vehicles signed by the Purchasing Agent.

12. PURCHASING AND PROCUREMENT/DPW
Approve 1st Modification with **MuniBilling** to provide Utility billing software to the Public Works Department, effective July 1, 2022.

13. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES
Approve 1st Modification with **Colusa County Office of Education** for the preparation of Senior Meals, effective January 1, 2023.

14. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Agreement with **The Goldie Hawn Foundation** to provide training services focusing on neuroscience, social-emotional learning, positive psychology and mindful awareness for students ages 3 to 14.

15. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve 5th Modification with **BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital** for hospital-based psychiatric impatient services.

16. PURCHASING AND PROCUREMENT/IT
Approve the purchase of (1) Dell PowerEdge T550 Server from Dell Technologies in the amount of $17,209.04 and authorize the Purchasing Agent to sign the Purchase Order.

17. PURCHASING AND PROCUREMENT/HEALTH & HUMAN SERVICES
Approve the purchase of two (2) PowerVault LTO 7 External Tape Drives for Health and Human Services in the amount of $12,635.40 and authorize the Purchasing Agent to sign the Purchase Order.

18. PURCHASING AND PROCUREMENT/BLDG & GRNDS MAINT
Approve Contract with **Pacific Polymers, Inc. dba American Foam Experts** for the re-roofing of the Plaza Building located at 220 12th Street, Colusa, CA.

19. SHERIFF
Approve Cooperation Letter of Agreement (Number 2023-10) with the **United States Drug Enforcement Administration**, for the investigation and eradication of illicit cannabis plants, effective October 1, 2022, and authorize the Sheriff to sign the agreement and related supporting documents.

20. TREASURER
Accept January 2023 Treasury Monthly Investment Report as presented.

END OF CONSENT AGENDA

III. HUMAN RESOURCES

1. Approve a Side Letter Agreement to the 2019-2023 **DSA (Deputy Sheriff's Association)** MOU establishing twelve (12) work periods, effective March 1, 2023.

IV. AUDITOR

1. Approve Special Claims.

V. CLERK-RECORDER/ELECTIONS

1. Approve permanent public business hour change for Clerk Recorder Elections Office and provide direction to County Counsel to prepare County Code Amendment.

VI. ASSESSOR

1. Per Revenue and Taxation Code Article 6: Section 621 authorize the Assessor to post Annual Assessment Value notices via the Assessor's Internet Web site.

VII. COOPERATIVE EXTENSION

1. Adopt a Resolution supporting short-term state funding for the Nickels Soil Lab in Arbuckle.

VIII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY22/23 Revenue and Appropriations Inter-Budget Adjustment No.'s IB010 (corrected); IB017 - IB020. **(4/5 vote required)**

IX. BOARD OF SUPERVISORS

1. Consider Designation of Authority to make determinations of Public Convenience or Necessity (PCN) for persons or premises applying for an Alcoholic Beverage Control (ABC) license.

X. SUPERVISORS' REPORTS OR COMMENTS

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

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

2. 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.

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.

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

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: **February 28, 2023**

DEPARTMENT: **Board of Supervisors**

FROM: **Ann Nordyke**

SUBJECT: **Approve the February 14, 2023 Board of Supervisors Meeting Minutes**

Approve the February 14, 2023 Board of Supervisors Regular meeting minutes.

Detailed Description/Background of request

The Board of Supervisors held a duly noticed regular meeting on February 14, 2023 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. Add to County website and scan into Laserfiche

ATTACHMENTS:

- Minutes 02-14-23 (PDF)

Board of Supervisors
J. Merced Corona, District I,
Daurice K. Smith, District II
Kent S. Boes, District III,
Chair
Gary J. Evans, District IV
Vice-Chair
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COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes
February 14, 2023

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 14th day of February 2023 at the hour of 9:00 a.m. Present: Supervisors Janice A. Bell, Daurice K. Smith, J. Merced Corona, Gary J. Evans and Kent S. Boes.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

None.

ANNOUNCEMENT OF CLOSED SESSION

Counsel announces Closed Session as follows:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
California Government Code section 54956.8
Property: 199 E Webster St., Colusa, CA
Property owner: County of Colusa
Proposed Purchaser: Colusa Medical Center
Negotiators: County Administrative Officer and County Counsel
Under negotiation: Price and Terms of Sale

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(a), *Semon v. County of Colusa*, Colusa County Superior Court Case No. CV24391, Appellate Case No. C094475.

I. STAFF REPORTS

Ms. Allen provides an update on items pertaining to the Ag Commissioner's office including permit applications, pollination, new staff training and preparations for the crop report. She states for Air Pollution Control she's provided a consultation to the

Attachment: Minutes 02-14-23 (8950 : Approve the February 14, 2023 Board of Supervisors meeting minutes)

Office of Education for the Transportation Plan for the school districts, which is a requirement of AB 181. She further states that the HVAC project is nearing completion at Migrant Housing and they are working to complete projects using rehabilitation funds. She states she is going to work on securing broadband services to the Migrant Center, but warns the project program has a very aggressive timeline.

Comments received by Ms. Tyler concerning the timeline.

Ms. Allen states there could potentially be a time extension.

Ms. Kelly states that the dashboard for COVID-19 will be changing to only reflect year to date information. She further states that the Public Health Emergency allotment for Calfresh recipients will end at the end of March. She states Medi-Cal redeterminations will resume on April 1, 2023. She further states that the Point-In-Time count for January will be released most likely in June.

Ms. Tyler states that at the recommendation of Counsel, a notice regarding disclosure requirements for campaign contributions has been added to the Agenda.

CONSENT AGENDA

Chair Boes makes time for the approval of Consent Item No.'s 1 through 10.

Supervisor Bell requests Item No. 9 be pulled and Ms. Tyler requests Item No. 10 be pulled and considered separately.

Chair Boes so directs.

Approve Consent Item No.'s 1 through 8.

1. BOARD OF SUPERVISORS
Approve the January 31, 2023 Board of Supervisors Regular meeting minutes.

2. BOARD OF SUPERVISORS/DPW
Authorize the Board Clerk to assign County Contract Number **C23-035** to **Centerline Striping Company, Inc. Change Order No. 1**, for additional striping detail on various County roads.

3. COUNTY ADMINISTRATIVE OFFICE
Appoint County Administrative Officer and County Counsel as Real Property Negotiators with respect to the sale of real property located at 199 E. Webster Street, Colusa, California.

4. COUNTY ADMINISTRATIVE OFFICE
Approve Contract No. **C23-036** 2nd Modification with **Caporusso Communications** to support COVID-19 and other communications.

5. COMMUNITY DEVELOPMENT DEPARTMENT
Approve Contract No. **C23-037** with the **California Fire Safe Council** to provide funding for the County of Colusa's Fire Safe Council County Coordinator project and

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authorize the County Administrative Officer to sign the sub award contract and all other necessary documents.

6. HEALTH AND HUMAN SERVICES

Adoption a **Resolution No. 23-010** authorizing acceptance of the County Housing Navigation and Maintenance Program ("HNMP") allocation.

7. HEALTH AND HUMAN SERVICES

Authorize out-of-state travel for two (2) Public Health staff members to attend the 2023 Emergency Preparedness training at the Center for Domestic Preparedness in Alabama, from March 5, 2023 through March 11, 2023.

8. PUBLIC WORKS/ROAD DEPARTMENT

Authorize the Director of Public Works to issue encroachment permit to Miguel Hopper, Event Coordinator for Hopper Adventures, LLC for the closure of a section of Sutton Road for the Huffmaster Hopper Bicycle Race on February 25, 2023 from 9:00 a.m. to 5:00 p.m.

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

Chair Boes makes time for Consent Item No. 9.

9. PURCHASING AND PROCUREMENT/MIGRANT HOUSING CENTER

Adopt plans, specifications and working details for Williams Migrant Housing Center Play Area Revitalization Request for Bids (RFB) and authorize the Notice to Bidders be published as corrected.

Comments received by Ms. Tyler.

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

Chair Boes makes time for Consent Item No. 10.

10. PURCHASING AND PROCUREMENT/VETERANS SERVICES

Adopt plans, specifications and working details for the Colusa Veteran's Hall re-roofing Request for Bids (RFB) and authorize the Notice to Bidders be published as corrected.

Comments received by Ms. Tyler.

Attachment: Minutes 02-14-23 (8950 : Approve the February 14, 2023 Board of Supervisors meeting minutes)

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

III. AUDITOR

1. Approve Special Claims as follows:

Invoice #	Fund/Department	Vendor	Amount
53215	PROBATION	CSS	$1,045.00
21520	BEHAVIORAL HEALTH	MEDWASTE MANAGEMENT	$159.00
3/23/1931	HUMAN RESOURCES	MUNICIPAL RESOURCE GROUP LLC	$3,610.00

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

IV. COUNTY OFFICE OF EDUCATION

1. Update from the County Superintendent of Schools, on upcoming budget and other items of interest to the Board. **(Handouts on file in Clerk's Office)**

Comments received from Mr. West and Ms. Tyler.

V. HUMAN RESOURCES

1. Amend the Position Allocation Schedule for Budget Unit 810 by deleting a DHHS Office Manager position (MGT10 $4,633-$7,606) and replacing it with a Program Manager I (MGT23 $6,395-$10,493). Further, delete an Office Assistant Supervisor position (Budget Unit 811), effective February 14, 2023.

Comments received by Ms. Rhodes.

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

2. Receive report from Ad Hoc Committee on Hiring and provide direction.

Comments received by Ms. Rhodes, Ms. Tyler, Ms. Kelly, Mr. Hobson, Ms. Allen, Mr. Azevedo and Mr. West.

It's the consensus of the Board to allow non-general funded Departments to abstain from the Hiring Ad Hoc review process, and bypass internal recruitment if the position is specialized.

Attachment: Minutes 02-14-23 (8950 : Approve the February 14, 2023 Board of Supervisors meeting minutes)

VI. Chair Boes makes time for a presentation by Ms. Kathleen Schaefer (PHD Student UC Davis) regarding a potential pilot effort to develop a Community Based Flood Insurance Program. **(Continued from January 31, 2023)**

Comments received by Mr. Azevedo, Ms. Schaefer, Ms. Nagy, Ms. Carter and Ms. Floyd.

PUBLIC WORKS/ROAD DEPARTMENT

1. Adopt **Resolution No. 23-011** Authorizing a Working Group to Develop a Community-Based Flood Insurance Pilot Program.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Smith
SECONDER:	Bell
AYES:	Evans, Corona, Boes, Smith, Bell

VII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY22/23 Revenue and Appropriations Inter-Budget Adjustment No.'s IB006 - IB007; IB010-IB016. **(4/5 vote required)**

Comments received by Ms. Moore and Ms. Tyler.

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

2. Approve Letter in Support of Appointment of Supervisor Smith to DWR Drought Resilience interagency and Partners Collaborative (DRIP).

Comments received by Ms. Tyler.

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

VIII. BOARD OF SUPERVISORS

1. Appoint Supervisor Smith as the Alternate to the Northern Sacramento Valley Integrated Regional Water Management Board (IRWM).

Comments received by Ms. Nordyke.

IX. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Bell

Meetings/functions attended:

- Colusa Farm Show
- Dos Rios Continuum of Care regional meeting
- Colusa City Council meeting

Attachment: Minutes 02-14-23 (8950 : Approve the February 14, 2023 Board of Supervisors meeting minutes)

Child Support Services meeting with Natalie Dillon
Meeting with Fire Chief Winters

Supervisor Corona
Meetings/functions attended:
Constituent calls

Supervisor Evans
Meetings/functions attended:
Transportation Commission and Transit Agency meeting
Sites meetings
Air Resources meeting
Meeting with CAO and Community Development Director
Colusa Farm Show

Supervisor Smith
Meetings/functions attended:
Transportation Commission and Transit Agency meeting
Meeting with Patrick Blacklock of RCRC
RCRC Williamson Act working group
RCRC - Op Ed regarding drought impacts
Colusa Farm Show

Supervisor Boes
Meetings/functions attended:
Transportation Commission and Transit Agency meeting
CSAC Executive meeting
Karen's House Board meeting
Farm Show
Cattlewomen's Holiday Topper

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS
None.

Chair Boes recesses at 11:00 a.m. to reconvene at 11:10 a.m. with all Supervisors present.

X. MID-YEAR BUDGET REVIEW/COUNTY ADMINISTRATIVE OFFICE
1. Review FY 2022-23 County Budget at Midyear. **(Powerpoint on file in Board Clerk's office.)**

Comments received by Ms. Tyler, Mr. Zunino and Ms. Moore.

Chair Boes declares a recess at 11:58 a.m. to convene in Closed Session.

XII. CLOSED SESSION/COUNTY ADMINISTRATIVE OFFICE
1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
California Government Code section 54956.8. Property: 199 E Webster St., Colusa, CA. Property owner: County of Colusa. Proposed Purchaser: Colusa Medical

Attachment: Minutes 02-14-23 (8950 : Approve the February 14, 2023 Board of Supervisors meeting minutes)

Center. Negotiators: County Administrative Officer and County Counsel. Under negotiation: Price and Terms of Sale.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(a), *Semon v. County of Colusa*, Colusa County Superior Court Case No. CV24391, Appellate Case No. C094475.

Chair Boes adjourned the meeting at 1:06 p.m. to reconvene in Regular Session on February 28, 2023 at the hour of 9:00 a.m.

_____
Kent S. Boes, Chair

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

BY_____
Melissa Kitts, Deputy Clerk

Attachment: Minutes 02-14-23 (8950 : Approve the February 14, 2023 Board of Supervisors meeting minutes)

COUNTY OF COLUSA, CA **2.2**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Ag Commissioner**

FROM: **Dawn Brown**

SUBJECT: **California Rice Commission Agreement**

Approve contract with **California Rice Commission,** for rice pesticide surveillance, effective May 1, 2023 and authorize the County Agricultural Commissioner to sign.

Detailed Description/Background of request

This is an annual, short-term contract (5/1/23-7/16/23) with the California Rice Commission to provide increased surveillance to enforce restricted materials permit conditions for all formulations of thiobencarb: Abolish 8 EC Rice Herbicide, Bolero Ultramax Rice Herbicide, League MVP and Willowood Thio Ultramax. The surveillance inspections include water hold periods and application methods in order to enhance surface water protection and provide the information in Annual Rice Reporting Information (Form C) of the Department of Pesticide Regulation, Pesticide Use Enforcement Program Standards Compendium Volume 3, Restricted Materials and Permitting, Appendix D, Recommended Permit Conditions for Rice Pesticides.

Prior Board Action

Approval of Previous years' contracts.

Fiscal Impact/Funding Source

This is a revenue generating agreement within the General Fund. The department will receive funds, at the hourly rate of $66.45, in an amount not to exceed $10,000.00 for services performed.

Action for the Clerk

Obtain signatures on two originals and mail to;

Craig Riddle
California Rice Commission
1231 I Street, Suite 205
Sacramento, CA 95814.

Return signed copy to Ag Commissioner's office, Attn; Dawn, upon return.

ATTACHMENTS:

- 2023 California Rice Commission (PDF)

AGREEMENT BETWEEN THE COUNTY OF COLUSA AND CALIFORNIA RICE COMMISSION

This Agreement is entered into between the County of Colusa ("County"), a county government agency, and California Rice Commission ("CRC"), a state government agency, for the purpose of allowing the County to provide increased surveillance activities over the use of rice pesticides.

1. RESPONSIBILITIES OF COUNTY.

During the term of this Agreement, County will provide increased surveillance on non-traditional workdays (weekends and holidays) to enforce the restricted material permit conditions for all formulations of thiobencarb: Abolish 8 EC Rice Herbicide (59639-79); Bolero UltraMax Rice Herbicide (59639-112); League MVP (59639-189); Willowood Thio Ultramax (87290-73). The surveillance inspections include water hold periods and application methods in order to enhance surface water protection and provide the information in Annual Rice Reporting Information (Form C) of the Department of Pesticide Regulation, Pesticide Use Enforcement Program Standards Compendium Volume 3, Restricted Materials and Permitting, Appendix D, Recommended Permit Conditions for Rice Pesticides.

2. RESPONSIBILITIES OF CRC.

CRC shall pay County monthly upon receipt of an invoice documenting the billable inspections in a timely manner.

3. COMPENSATION.

County shall be paid at the rate of $66.45 per hour for completing the duties described in this Agreement. The $66.45 per hour fee is inclusive of all expenses, including but not limited to all out-of-pocket costs, overhead, travel, overtime, etc. The total amount of the fees paid under this contract shall not exceed $10,000.00.

4. BILLING AND PAYMENT.

County shall submit to CRC monthly billing for services described in paragraph 1, a statement of services rendered and costs incurred. All invoices shall be issued to CRC and sent to the address in paragraph 13.

Attachment: 2023 California Rice Commission (8926 : 2023 California Rice Commission Agreement)

5. TERM OF AGREEMENT.

This Agreement shall commence on May 1, 2023, and shall continue until July 16, 2023.

6. TERMINATION OF AGREEMENT.

Either party may terminate this Agreement on 15 days written notice. CRC shall pay County for all work satisfactorily completed as of the date of notice.

7. ENTIRE AGREEMENT; MODIFICATION.

This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Neither County nor CRC shall be entitled to any benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. County and CRC specifically acknowledge that in entering into and executing this Agreement, County and CRC rely solely upon the provisions contained in this Agreement and no others.

8. NON-ASSIGNMENT OF AGREEMENT.

This Agreement is intended to secure the specialized services of County; therefore, County may not assign, transfer, delegate or sublet any interest herein without the prior written consent of CRC.

9. INDEPENDENT CONTRACTOR STATUS.

The parties hereto acknowledge and agree that the relationship between CRC and County is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CRC is not a partner with County, whether general or limited and no activities of County or CRC or statements made by County or CRC shall be interpreted by any of the parties hereto as establishing any type of business relationship other than as an independent contractor relationship. County shall not have the right or power to create any liability on behalf of CRC as a result of execution of this Agreement.

Attachment: 2023 California Rice Commission (8926 : 2023 California Rice Commission Agreement)

County shall have the right to set its own hours and location of work, consistent with the nature of the services provided under this Agreement. County shall determine the method, means and manner of performance of said services without restriction by CRC.

10. COUNTY'S EMPLOYEES, AGENTS AND SUBCONTRACTORS.

a. County shall furnish at County's own discretion, selection and expense, the employees, agents or subcontractors which are necessary in order to provide services pursuant to this Agreement.

b. County shall be solely responsible for the direction and control of the employees, agents and subcontractors and shall determine the method, means and manner of the performance of the work of its employees, agents and subcontractors based on the obligations required by this Agreement.

11. INDEMNIFICATION.

CRC shall hold harmless, defend, and indemnify Colusa County, its elected officials, officers, and employees, against all claims, liabilities, losses, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property damage caused by the negligent or intentional acts or omissions of CRC.

Colusa County shall hold harmless, defend, and indemnify CRC, its officers, directors, members, and employees, against all claims, liabilities, losses, suits, actions, costs, attorney's fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property damage caused by the negligent or intentional acts or omissions of County or any of County's employees or agents.

12. AUDIT.

County agrees that it will make its records available for audit by CRC, if necessary, during the term of this Agreement and for up to three years after the date of final payment under this Agreement. CRC agrees that such audit will be limited to those matters connected with the performance of this Agreement.

Attachment: 2023 California Rice Commission (8926 : 2023 California Rice Commission Agreement)

13. NOTICES.

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: Colusa County Agricultural Commissioner
100 Sunrise Blvd., Suite F
Colusa, CA 95932-3246

If to CRC: California Rice Commission
1231 I Street, Suite 205
Sacramento, CA 95814-2933

Invoices: Kim DeVincenzi at the CRC address or kdevincenzi@calrice.org
Form C: Craig Riddle at the CRC address or criddle@calrice.org

13. ATTORNEY'S FEES, VENUE, AND GOVERNING LAW.

If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court in the County of Sacramento, State of California (Food and Agricultural Code Section 71132) for any proceeding arising hereunder providing statutory provision that the CRC can be sued only in the county of its principal office (Sacramento). This Agreement shall be governed by the laws of the State of California.

Attachment: 2023 California Rice Commission (8926 : 2023 California Rice Commission Agreement)

IN WITNESS WHEREOF, County and CRC have executed this Agreement effective upon the signing by both parties.

DATED: _____

CALIFORNIA RICE COMMISSION,
a state agency

_____
By: Tim Johnson, President & CEO

68-0436818
Tax Identification Number

APPROVED AS TO FORM:

_____
County Counsel
Colusa County, California

DATED: _____

COUNTY OF COLUSA,
a county agency

_____
By: Anastacia Allen
County Agricultural Commissioner

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

_____
By: Ann Nordyke, Deputy

Attachment: 2023 California Rice Commission (8926 : 2023 California Rice Commission Agreement)

COUNTY OF COLUSA, CA 2.3

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Board of Supervisors**

FROM: **Melissa Kitts**

SUBJECT: **Appointment to the Local Child Care Planning Council**

Appoint Andrea Navarro to the Colusa Local Child Care Planning Council as Child Care Provider to serve a 3-year term, effective February 28, 2023 through February 27, 2026. **(Application received: Andrea Navarro)**

Detailed Description/Background of Request

Ms. Navarro has submitted an application to be appointed as Child Care Provider for the Local Child Care Planning Council (LPC), to serve a 3-year term, effective February 28, 2023 to February 27, 2026.

Ms. Navarro is the Center Director at the E Center Migrant Head Start, and therefore meets the qualifications to serve as a Child Care Provider for the LPC. The Child Care Provider is defined as "a person who provides child care services, or represents persons who provide child care services that are reflective of the child care services in the County."

This vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 29, 2022.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send letter of appointment and oath to Andrea Navarro, 697 G Street, Williams, CA 95987, and send copy to the Local Child Care Planning Council, Attn: Bianca Talamantes, 345 Fifth Street, Suite B Colusa, CA 95932.

ATTACHMENTS:

- 01-30-23 Application for Appointment - Navarro (PDF)

RECEIVED
JAN 30 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS

Local Child Care Planning Council
of Colusa County

"Working together to build brighter futures for children"

Name:	Andrea Navarro				
Home Address:	465 Poundstone Street	City:	Grimes	Zip:	95950
Agency:	E Center Migrant Head Start	Title:	Center Director		
Business Address:	697 G Street	City:	Williams	Zip:	95987
Day Phone:	530 812-2849	Fax:	530 473-2568	E-Mail:	andrea_2185@yahoo.com anavarro@ecenter.org

Categories for Appointment

Please indicate which appointment category you are applying for:

☐ **I. Consumer of Child Care Services** (using child care or have used it within the past 24 months)
Are you currently receiving child care? _____ Date last used: _____

☒ **II. Child Care Provider –** please indicate the type of care you provide:
- ☐ Licensed Child Care Provider.
- ☒ Licensed, Publicly Funded Child Care Center.
- ☐ Licensed, Private for Profit or Private Non Profit Child Care Center.
- ☐ License Exempt Child Care Provider.

☐ **III. Community Representative** (excluding agencies that contract with CDE to provide child care and development services)
Organization: _____ Service Area: _____

☐ **IV. Public Agency Representative** (including city, county, and local education agencies)
Agency: _____

☐ **V. Discretionary Category** – Please describe:
_____

Geographic, Ethnic, and Cultural Diversity Representation

AB1542 states "Every effort shall be made to ensure that the ethnic, racial, geographic composition of the Local Planning Council is reflective of the ethnic, racial, and geographic distribution of the population of the county."

Please indicate your ethnic origin (optional):

☐ White (includes Indo-European) ☐ Black (includes African, Jamaican, Trinadian, & West Indian)
☒ Hispanic (includes Mexican, Puerto Rican, Cuban, Spanish, and Latin American)
☐ Asian or Pacific Islander (includes Japanese, Chinese, Korean, or Vietnamese)
☐ American Indian or Alaskan Native ☐ Filipino ☐ Other: _____

Attachment: 01-30-23 Application for Appointment - Navarro (8909 : Appointment to the Local Child Care Planning Council)

Membership Involvement & Responsibilities

Members are expected to attend regular monthly meetings held on the fourth (4th) Tuesday of every other month. Additional meetings may be scheduled for training, committees, and Council business. Are you willing to commit to regular participation given this schedule? ☒ Yes ☐ No

Please describe related organizations in which you are currently involved in:

I am a member of the School Site Council and Parent's Club at Grand Island Elementary.

Please describe your interest, skills, and knowledge that you will bring to the Council:

I have been in the field of Early Childhood Education for about 18 years. I have worked in the classroom as a Teacher Assistant, Substitute Teacher, Family Advocate and Center Director. I have experience in both private and public schools. Most of my experience is working with Migrant Head Start families. I also had a Family Childcare License and provided care out of my home for about 8 years. I am also a parent with children ranging from zero to twelve years of age.

My education in ECE comes from Woodland Community College, Sacramento State University and Montessori Teacher Education Center at San Francisco Bay Area.

I enjoy reading, writing, gardening, cooking, walking and playing with my children. I am passionate about music and personal development. I also enjoy volunteering in my children's school activities. Moreover, I enjoy attending both virtual and in-person ECE workshops.

Mail or fax your application to:

Local Child Care Planning Council of Colusa County
c/o Colusa County Office of Education
345 Fifth Street, Suite B
Colusa, CA 95932
Phone: 530-458-0350 ext. 10306
Fax: 530-458-0310

For office use only:

Council recommends appointment? ☐ Yes ☐ No NA Date: _____

Board of Supervisors Approval Date: _____

County Superintendent's Approval Date: _____

County Superintendent's Signature: _____

Attachment: 01-30-23 Application for Appointment - Navarro (8909 : Appointment to the Local Child Care Planning Council)

COUNTY OF COLUSA, CA **2.4**

Request For County Board of Supervisors Action

MEETING DATE:	**February 28, 2023**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Melissa Kitts**
SUBJECT:	**Approve Princeton Joint Unified School District Conflict of Interest Code**

Approve Conflict of Interest Code for the Princeton Joint Unified School District.

Detailed Description/Background of request

The Political Reform Act of 1974 (Government Code Sections 81000, et seq.), requires each state and local government agency to adopt and promulgate a Conflict Of Interest Code (COIC). The COIC must be reviewed biennially by the agency and updated if needed.

On December 19, 2022, the Board Clerk's office received the Princeton Joint Unified School District's Local Agency Biennial Notice indicating that they were in the process of amending their COIC. The District submitted their COIC on January 27, 2023 for Board approval. Unfortunately, accurate records do not exist to show what changes have been made to their COIC. The District provided an unsigned copy of a COIC from 2011; however, we have been unable to locate where this Board took any action to review and approve that COIC. That particular document names a significant number of other positions which were required to make disclosures. The document before you today, names the Board Members, Superintendent and Chief Business Official, which likely covers anyone making decisions subject to conflict of interest.

Under California Government Code 87303, the code reviewing body, in this instance the Board of Supervisors, must do one of the following:

(a) Approve the proposed code as submitted.

(b) Revise the proposed code and approve it as revised.

(c) Return the proposed code to the agency for revision and re-submission within 60 days.

When a proposed conflict of interest code or amendment is approved by the code reviewing body, it shall be deemed adopted and shall be promulgated by the agency.

Prior Board Action

None.

Fiscal Impact/Funding Source
None

Action for the Clerk
Send notification to the Princeton Joint Unified School District that their Conflict of Interest Code has been reviewed and accepted by the Board of Supervisors to 473 State Street, Princeton, CA 95970.

ATTACHMENTS:

- 12-19-22 2022 Local Agency Biennial Notice (PDF)
- 01-27-23 PJUSD COI Code (PDF)

RECEIVED
DEC 19 2022
COUNTY OF COLUSA
BOARD OF SUPERVISORS

2022 Local Agency Biennial Notice

Name of Agency: Princeton Joint Unified School District

Mailing Address: 473 Stale Street Princeton, CA 95970

Contact Person: Christine McCormick Phone No. 530 - [redacted] - 439-2261

Email: CMccormick@pjusd.org Alternate Email: superintendent@pjusd.org

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX):*

☒ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☒ Other *(describe)* update to language in policy

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification **(to be completed if no amendment is required)**

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

9/1/2022
Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

COUNTY OF COLUSA
BOARD OF SUPERVISORS
547 Market Street, Ste. 102
Colusa CA, 95932

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

Attachment: 12-19-22 2022 Local Agency Biennial Notice (8927 : Approve Princeton Joint Unified School District Conflict of Interest Code)

RECEIVED
JAN 27 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS

PRINCETON JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 2022-23-010

A RESOLUTION REGARDING CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300- 87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the Princeton Joint Unified School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Princeton Joint Unified School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Princeton Joint Unified School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

AYES: 4

NOES: 0

ABSENT OR ABSTAIN: 1

DATED: 1/19/2023

Victoria Reamer

Victoria Reamer, Clerk of the Board of Trustees
Princeton Joint Unified School District
County of Glenn, State of California

Attachment: 01-27-23 PJUSD COI Code (8927 : Approve Princeton Joint Unified School District Conflict of Interest Code)

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code. Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix.

The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

Category 1:

A person designated Category 1 shall disclose:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.

Category 2:

A person designated Category 2 shall disclose:

a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.

b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs.

For the purposes of this category, a principal's department is his/her entire school.

Designated Positions

Designated Position/ Disclosure Category
Governing Board Members/ 1
Superintendent of Schools/ 1
Chief Business Official/ 1

Attachment: 01-27-23 PJUSD COI Code (8927 : Approve Princeton Joint Unified School District Conflict of Interest Code)

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee.
The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and
shall be retained for public inspection along with this conflict of interest code.
A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest
Code. (2 CCR 18701)

Attachment: 01-27-23 PJUSD COI Code (8927 : Approve Princeton Joint Unified School District Conflict of Interest Code)

COUNTY OF COLUSA, CA **2.5**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Board of Supervisors**

FROM: **Melissa Kitts**

SUBJECT: **Appointment to the Colusa Mosquito Abatement District**

Appoint Scott Kittle to the Colusa Mosquito Abatement District to serve the remainder of an unexpired term effective February 28, 2023 through March 6, 2024. **(Application received: Scott Kittle)**

Detailed Description/Background of request

Scott Kittle has submitted an application to be appointed to the Colusa Mosquito Abatement District to serve the remainder of an unexpired term effective February 28, 2023 through March 6, 2024. There is one vacant position and one applicant. The Mosquito Abatement District has included a letter of recommendation for the Board's consideration.

Mr. Kittle meets the qualification of being a voter within the district. Additionally, this vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 29, 2022.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

If appointed, send certification of appointment and oath to Scott Kittle, 1700 Wescott Road, Colusa, CA 95932 and a copy to the Colusa Mosquito Abatement District, PO Box 208, Colusa, CA 95932. Update Access database and Committee book. Scan into Laserfiche.

ATTACHMENTS:

- 02-01-23 Letter of Recommendation (PDF)
- 02-03-23 Application for Appointment - Kittle (PDF)

COLUSA MOSQUITO ABATEMENT DISTRICT

713 D. STREET / EAST WEBSTER
P.O. BOX 208
COLUSA, CALIFORNIA. 95932

RECEIVED
FEB 02 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS

BOARD OF TRUSTEES
WILLIAM ASH, PRESIDENT
VACANT
MIKE GRIFFITH
DON TRAYNHAM
DARYL BROWN

MANAGER
DANIEL J. KIELY
PHONE: (530) 458-4966
FAX: (530) 458-0818
EMAIL: colusamadman@outlook.com
WEB: colusamosquitoabatementdistrict.com

February 2, 2023

To: Colusa County Board of Supervisors

From: Colusa Mosquito Abatement District

Subject: Recommendation to appoint Scott Kittle to Colusa Mosquito Abatement Board

The Colusa Mosquito Abatement District Board has directed the Manager to write this letter of request to the Colusa County Board of Supervisors.
The Colusa Mosquito Abatement Board is seeking your appointment of Scott Kittle to fill a Trustee vacancy to our Board.

Scott has retired from many years of service to our county working for the Colusa County Agricultural Department and has a vast knowledge of our ag and wetlands, which are of immense importance to our district due to their potential mosquito production.

Scott has been a lifelong resident of Colusa and resides within our district boundaries. Scott has been incredibly supportive of our district, and we feel he would be a great asset to our Board of Trustees. If appointed, this would be a four-year term.

The Colusa Mosquito Abatement District would like to thank you for your time with this matter.

Sincerely

Daniel J. Kiely, Manager
Colusa Mosquito Abatement District

Cc: William B. Ash, Board President
Colusa Mosquito Abatement District

Attachment: 02-01-23 Letter of Recommendation (8928 : Appointment to the Colusa Mosquito Abatement District)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

RECEIVED
Office Use Only
Date Stamp
FEB 03 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS

UPON COMPLETION RETURN TO:
Clerk to the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932
(530) 458-0508
boardclerk@countyofcolusa.org

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Colusa Mosquito Abatement Board

NAME OF APPLICANT:
Scott Kittle

LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
1700 Wescott Rd Colusa CA 959

CITY:
Colusa

PHONE:
530682-3863

E-MAIL:
S_kittle@hotmail.com

SUPERVISORIAL DISTRICT: (Circle One. If you do not know your Supervisorial District please note, or list your County Supervisor's name.)

1 ☐ 2 ☒ 3 ☐ 4 ☐ 5 ☐ **Notes:**

LIST ANY QUALIFICATIONS AND/OR REASONS YOU WISH TO SERVE ON THIS COMMITTEE:

Office Use Only:
APPOINTED ☐ TERM DATE: _____
☐ FILLING UNEXPECTED VACANCY
NOT APPOINTED ☐ NOTES: _____

DATE LETTER SENT WITH CERTIFICATE OF APPOINTMENT AND OATH OF OFFICE: _____
DATE ENTERED INTO ACCESS: _____
SCANNED INTO LASERFICHE _____

Attachment: 02-03-23 Application for Appointment - Kittle (8928 : Appointment to the Colusa Mosquito Abatement District)

COUNTY OF COLUSA, CA **2.6**

Request For County Board of Supervisors Action

MEETING DATE:	**February 28, 2023**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**Agreement with Glenn County Community Action Department**

Approve Agreement between the Colusa County Department of Health and Human Services (DHHS) and **Glenn County Community Action Department** to compensate Glenn County for the Dos Rios Continuum of Care (CoC) management, and authorize the County Administrative Officer to sign.

Detailed Description/Background of request

The Glenn County Community Action Department acts as a lead agency for the Dos Rios Continuum of Care (CoC), an oversight body for the implementation and operation of housing and homeless prevention programs in Colusa, Glenn, and Trinity Counties.

Glenn County, and CAD, assists Colusa County to ensure continued funding for housing services and homelessness assistance in Colusa County through the services of Program Manager and other staffing for efforts described in Exhibit “A”. The Program Manager acts as Point of Contact for communications with state, regional and local agencies, along with communication to available funding resource and housing and homeless prevention.

The Agreement with Glenn County CAD will share the costs of services performed by CAD Housing Program Manager to ensure continued funding for housing services and homelessness assistance in Colusa County. For the last fiscal year, the total compensation for this agreement was not to exceed $37,215. The total compensation for the current agreement is not to exceed $43,075, a slight increase due to the cost-of-living adjustment.

The term of the Agreement is July 1, 2022 through July 30, 2023. DHHS received the agreement from Glenn county at the end of January and that is why it is submitted now.

Prior Board Action

C21-205

Fiscal Impact/Funding Source

No impact to County General Fund.

Action for the Clerk

Please obtain needed signatures and send the executed agreement to Jamie Cramer at jcramer@countyofglenn.net. Please copy Kirill Obraztsov in communication with Glenn County.

ATTACHMENTS:

- Colusa DHHS_Dos Rios Partner_CAD1908_ FY22-23 (PDF)

DocuSign Envelope ID: FF82E57E-AC22-436A-B193-AE23D4B2182E

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this *1st* day of *July*, 2022, by and between Colusa County Department of Health and Human Services, a political subdivision of the State of California ("County"), and Glenn County *Community Action Department* ("Contractor").

RECITALS:

A. The Dos Rios Continuum of Care is comprised of Colusa, Glenn, and Trinity Counties, with the County of Glenn through its Community Action Department acting as the Lead Agency of the CoC. County has determined that it is desirable to retain Contractor to perform the roles and responsibilities of the Lead Agency; and

B. On July 8, 2020, the CoC Executive Board agreed to financially support the Lead Agency and to adopt an equitable and evenly split budget methodology.

C. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

D. Contractor represents and warrants that Contractor is an independently established business entity formed as a *government body*, that customarily provides services of the same nature as the services provided for County under this Agreement; and

E. The County desires to retain Contractor to perform the proposed services.

County and Contractor agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Contractor to perform all of the non-exclusive professional services described in Exhibit "A" which is attached hereto and incorporated herein by this reference which shall include the roles and responsibilities of the Lead Agency ("Services").

2. Term. Services under this Agreement shall commence on *July 1, 2022*, and shall continue until *July 30, 2023*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Contractor for the professional services described in Exhibit "A" shall be the prorated shared cost set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to

Attachment: Colusa DHHS_Dos Rios Partner_CAD1908_ FY22-23 (8931 : Agreement with Glenn County Community Action Department)

DocuSign Envelope ID: FF82E57E-AC22-436A-B193-AE23D4B2182E

Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that Contractor is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed *forty-three thousand and seventy-five* dollars *($43,075.00)*.** The County shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Contractor agrees to testify at County's request if litigation is brought against County in connection with Contractor's work. Unless the action is brought by Contractor or is based upon Contractor's negligence or intentional tortious conduct, County will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Contractor shall submit invoices for services rendered on a quarterly basis. Contractor shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. County's Representative. County hereby designates *Elizabeth Kelly,* or his or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of County for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than County's Representative or his or her designee.

6. Contractor's Representative. Contractor hereby designates *Community Action Department Director*, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

7. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

Attachment: Colusa DHHS_Dos Rios Partner_CAD1908_ FY22-23 (8931 : Agreement with Glenn County Community Action Department)

DocuSign Envelope ID: FF82E57E-AC22-436A-B193-AE23D4B2182E

If to the County:
Elizabeth Kelly, Director
Colusa County Department of Health and Human Services
521 E. Webster Street
Colusa, California 95932
Telephone: (530) 458-0290

If to Contractor:
Administration
Community Action Department
345 Yolo Street
Orland, California 95963
Telephone: (530) 934-1443

Notice shall be deemed to be effective two days after mailing.

8. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Contractor is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Contractor herein and Contractor shall have the right to provide the same or similar services to entities other than County without restriction. Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Contractor shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Contractor's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Contractor agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Contractor under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Contractor's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all

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claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

9. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to the County. Contractor shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Contractor.

10. Ownership of Materials, Confidentiality, Photographs and Recordings.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that County is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by County. County shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk.

B. Intellectual Property. In addition, County shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor under this Agreement. County shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by County, whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of County. All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is

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granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

C. Confidentiality. Except as otherwise required by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of County, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use County's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of County. Should Contractor receive a subpoena or court order related to this Agreement or Services, Contractor shall immediately provide written notice of the subpoena or court order to County in order to allow County to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Contractor shall not respond to any such subpoena or court order until notice to the County is provided as required herein and shall cooperate with the County in responding to the subpoena or court order.

D. Infringement Indemnification. Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.

E. Photographs and Recordings. In performing the Services contemplated by this Agreement, Contractor may be given access to facilities, processes, events, and employees that are not otherwise accessible to the general public. In addition to the limitations set forth in paragraph C above, Contractor agrees not to photograph, videotape, or otherwise record any such facility, process, event, or employee without the express, written, consent of the County and shall ensure that Contractor's officers, employees, representatives, agents, and subcontractors comply with this provision. Contractor further agrees that it shall not publish, post, disseminate, or make public any photograph, videotape or recording of any facility, process, event, or employee taken in violation of this provision shall ensure that Contractor's officers, employees, representatives, agents, and subcontractors comply with this provision. Failure to comply with the restrictions contained in this paragraph shall constitute grounds for the immediate termination of this Agreement and shall entitle County to the recovery of any and all damages incurred as a result thereof including reasonable attorneys' fees. Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any violation of this paragraph.

11. Mutual Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from any against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages

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are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

12. Insurance. Without limiting Contractor's indemnification of the County, Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors.

A. Minimum Scope and Limit of Insurance.

1. Coverage shall be at least as broad as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (*Not required if Contractor certifies that it has no employees*).

☐ Contractor certifies that it has no employees: _____
Signature of Contractor

(iv) Professional Liability (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. This provision may be waived by the Glenn County Administrative Officer.

☐ Waived: _____
Signature of County Administrative Officer

(v) Cyber Liability Insurance with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This provision may be waived by the Glenn County Administrative Officer.

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☐ Waived: _____

Signature of County Administrative Officer

2. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

B. Other Insurance Provisions.

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

(i) Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) Primary Coverage. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(iv) Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(v) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

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(vi) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

(vii) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;

(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services; and

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

2. Verification of Coverage. Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

4. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to County. County shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

5. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

(i) Adequate life protection and lifesaving equipment and procedures;

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(ii) Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

(iii) Adequate facilities for the proper inspection and maintenance of all safety measures.

13. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

B. Contractor represents and warrants that it is professionally qualified to perform the Services described herein; acknowledges that County is relying upon Contractor's qualifications to perform these Services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Contractor from its obligation to perform the Services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Contractor shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in this Agreement may be reduced to account for such nonperformance.

14. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Contractor shall coordinate the activities of all subcontractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Contractor of any defect in Contractor's performance.

C. The Services shall be performed by Contractor or under its supervision. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

15. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

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A. Contractor shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to County or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, subcontractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Contractor shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

16. Compliance with Law. Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

17. Prevailing Wages.

A. Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to Contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

B. Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no Contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

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

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D. If the Services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

18. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

19. Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

20. Conflict with Laws or Regulations/Severability.

A. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

B. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to County, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold County, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

21. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently $50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars ($50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of

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expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

22. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

24. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

25. Employment Adverse to County. Contractor shall notify County, and shall obtain County's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against County during the term of this Agreement.

26. Conflict of Employment. Employment by Contractor of personnel currently on the payroll of County shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on County's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with County, is prohibited.

27. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

28. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

29. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

30. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

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

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32. Cooperation; Further Acts. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

33. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

34. Entire Agreement. This Agreement constitutes the entire Agreement between the parties for the provision of services to County by Contractor and supersedes all prior oral and written agreements and communications.

35. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

36. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

37. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Contractor warrants that the individual who has signed this Agreement has the legal power, right, and authority to make this Agreement and bind the Contractor.

38. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

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CONTRACTOR (CAD)

By: Scott H. De Moss, CAO
Scott H. De Moss
County Administrative Officer
Glenn County, California

By: _____
Christine Zoppi, Director
Glenn County Community Action Department

COUNTY OF COLUSA (COUNTY)

By: _____
Wendy Tyler, County Administrative Officer
Colusa County, California

By: _____
Richard Stout, County Counsel
Colusa County, California

COMMUNITY ACTION DEPARTMENT:
Approved by Admin Manager: KR BE
Approved by Fiscal Manager: KW
Approved by Program Manager: _____

APPROVED AS TO FORM:

By: William J. Vanasek
County Counsel, Glenn County

Exhibits:
Exhibit A – Scope of Work
Exhibit B – Fee Schedule

Attachment: Colusa DHHS_Dos Rios Partner_CAD1908_ FY22-23 (8931 : Agreement with Glenn County Community Action Department)

DocuSign Envelope ID: FF82E57E-AC22-436A-B193-AE23D4B2182E

Exhibit A

SCOPE OF WORK

CAD will provide staffing to perform the roles and responsibilities of the Lead Agency.

The Scope of Work for this Agreement will be in accordance with the COC's Governance document (CA523), approved 4-29-20, which outlines the roles and responsibilities of the Lead Agency of the Dos Rios and consists of two pages. CA523 is attached hereinafter and made a part hereof Exhibit A.

Attachment: Colusa DHHS_Dos Rios Partner_CAD1908_ FY22-23 (8931 : Agreement with Glenn County Community Action Department)

DocuSign Envelope ID: FF82E57E-AC22-436A-B193-AE23D4B2182E

Exhibit A

Roles and Responsibilities
The Lead Agency

The CoC Executive Board has established a Lead Agency role to provide guidance to ensure that duties of the CoC are being met. The Lead Agency may be a unit of local government, a non-profit agency or an individual person. The Lead Agency's roles and responsibilities are as follows:

1. Facilitate meetings with published agendas;
2. Provide access to participate remotely in Lead Agency hosted meetings;
3. Enhance the knowledge of the service providers to address housing needs;
4. Conduct annual gap analysis;
5. Facilitate the administration of an annual Point-In-Time Count (PIT) and Housing Inventory Count (HIC) of homeless persons with the Advisory Boards;
6. Set baseline for system performance based on funding;
7. Build community awareness inclusive of the needs of all homeless populations;
8. Inform the Executive Board of county program needs;
9. Ensure consistent participation of recipients and sub recipients in the HMIS;
10. Complete CoC wide funding applications;
11. Develop and provide Continuum wide trainings including HUD mandated training topic and county requested trainings;
12. Monitor performance of funding projects in accordance with the funding contract;
13. Design, operate, and follow a collaborative process for development of applications for funding;
14. Prepare resolutions and reports to the Governing Body as needed per requirements;
15. Oversee the Rating and Ranking processes;
16. Process Consultant applications, invoices and request for support materials, services and supplies;
17. Update, maintain and monitor a Dos Rios CoC website;
18. Report the results of the evaluation outcomes of projects funded under the Emergency Solutions Grants program and the Continuum of Care program to HUD;
19. Ensure the HMIS is administered in compliance with requirements prescribed by HUD;
20. Provide information required to complete the Consolidated Plan(s) within the Continuum's geographic area;
21. Consult with State and local government Emergency Solutions Grants program recipients within the Continuum's geographic area on the plan for allocating Emergency Solutions Grants program funds and reporting on and evaluating the performance of Emergency Solutions Grants program recipients and sub recipients;

Attachment: Colusa DHHS_Dos Rios Partner_CAD1908_ FY22-23 (8931 : Agreement with Glenn County Community Action Department)

DocuSign Envelope ID: FF82E57E-AC22-436A-B193-AE23D4B2182E

22. In consultation with recipients of Emergency Solutions Grants program funds within the geographic area, establish and consistently follow written standards for providing Continuum of Care assistance. At a minimum, these written standards must include:
    a. Policies and procedures for evaluating individuals' and families' eligibility for assistance under this part;
    b. Policies and procedures for determining and prioritizing which eligible individuals and families will receive transitional housing assistance (these policies must include the emergency transfer priority required under § 578.99(j)(8));
    c. Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance (these policies must include the emergency transfer priority required under § 578.99(j)(8));
    d. Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance;
    e. Policies and procedures for determining and prioritizing which eligible individuals and families will receive permanent supportive housing assistance (these policies must include the emergency transfer priority required under § 578.99(j)(8)); and
    f. Where the Continuum is designated a high-performing community, policies and procedures set forth in 24 CFR 576.400(e)(3)(vi), (e)(3)(vii), (e)(3)(viii), and (e)(3)(ix). 23.Assist the Local CoC Boards with county wide policies and procedures;
23. Act as the Secretary for the Executive Board Meetings;
24. Lead Agency to determine equitable distribution of funds using framework identified under “Funding” when funds are required to have an equitable distribution.
25. Act as the Fiscal Agent for the Continuum; and
26. Coordinate, with Local CoC Boards, the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals (including unaccompanied youth) and families. At a minimum, such system encompasses the following:
    a. Outreach, engagement, and assessment;
    b. Shelter, housing, and supportive services; and
    c. Prevention strategies. (All items in bold are regulation-based duties)

Attachment: Colusa DHHS_Dos Rios Partner_CAD1908_ FY22-23 (8931 : Agreement with Glenn County Community Action Department)

DocuSign Envelope ID: FF82E57E-AC22-436A-B193-AE23D4B2182E

Exhibit B

FEE SCHEDULE

Contract will not exceed $43,075.00 during the term of this agreement

SERVICES	COMPENSATION
Dos Rios CoC Lead Agency staffing efforts as described in Exhibit "A"	CAD will bill the County prorated shared costs, not to exceed $43,075.

Attachment: Colusa DHHS_Dos Rios Partner_CAD1908_ FY22-23 (8931 : Agreement with Glenn County Community Action Department)

COUNTY OF COLUSA, CA **2.7**

Request For County Board of Supervisors Action

MEETING DATE:	**February 28, 2023**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**Re-approve C22-233 Addendum 1 to the MOU with Anthem Blue Cross of California Partnership Plan for coordination of services.**

Re-approve Contract No. C22-233 Addendum 1 to MOU with **Anthem Blue Cross of California Partnership Plan** for coordination of services to update the language that is consistent with the Data Sharing Authorization Guidance as corrected, and authorize County Administrative Officer to sign corrected Addendum.

Detailed Description/Background of request

On November 8, 2022, BOS approved the Addendum 1 with Anthem Blue Cross (C22-233) to update the language from the original MOU that is consistent with the Data Sharing Authorization Guidance.

The DHHS is now submitting the amendment with corrected language in the grid under Paragraph 1, where MHP is replaced with COUNTY.

There are no other changes made.

Prior Board Action

C16-033

Fiscal Impact/Funding Source

No impact on County General fund.

Action for the Clerk

Please obtain the signatures and send the executed addendum to:
Emely Arienza
Program Manager, CA Medicaid Health Plan
11030 White Rock Rd., Ste 100
Rancho Cordova, CA 95670-6086
(916)214-5719
Emely.arienza@anthem.com

ATTACHMENTS:

- C22-233 (PDF)
- PH MOU Addendum 2022 - Updating Data Sharing HIPAA Language Legal approved 8.17.22 (DOCX)

C22-233

COLUSA COUNTY ADDENDUM NO 1

ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF COLUSA AND BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)

This Addendum is made and entered into as of this 8th day of November 2022, by and between the Department of Health and Human Services, Public Health of Colusa County a political subdivision of the State of California, Division of Public Health Services, and Blue Cross of California Partnership Plan, Inc. (hereinafter, referred to as "Anthem").

WHEREAS, Anthem and County of Colusa are parties to a Memorandum of Understating (the "***MOU***") dated April 5, 2016.

WHEREAS, the Department of Health Care Services ("DHCS") issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM. https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance.pdf

NOW, THEREFORE in consideration of foregoing, the MOU shall be amended as follows:

1. Language from the original MOU(s) shall be updated with the following new language to be consistent with the guidance of the CalAIM Data Sharing Authorization Guidance. To the extent the language provided in the original MOU(s), conflicts with the specific guidance contained in the CalAIM Data Sharing Authorization Guidance, CalAIM Data Sharing Authorization Guidance shall control:

CATEGORY	MHP	ANTHEM
Exchange of Protected Health Information / Data Exchange	1. Parties acknowledge Colusa County is a HIPAA Covered Entity, and that with respect to Covered Services as outlined in the original MOU (s) Colusa County provides such services as a HIPAA Covered Entity, and is responsible for any data collected in that capacity. Colusa County acknowledges it is solely responsible for its compliance with HIPAA.	1. Parties acknowledge Anthem is a HIPAA Covered Entity, and that with respect to Covered Services as outlined in original MOU(s), Anthem provides such services as a HIPAA Covered Entity, and is responsible for any data collected in that capacity. Anthem acknowledges it is solely responsible for its compliance with HIPAA.

Attachment: C22-233 [Revision 1] (8934 : Re-approve Addendum 1 to MOU with Anthem Blue Cross)

C22-233

2. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Amendment shall remain in effect

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures.

Blue Cross of California Partnership Plan, Inc. (Anthem):

Signature: _____

Print Name: Les Ybarra

Title: President, CA Medicaid

Date: _____

County of Colusa:

_____ 11/8/22

Wendy G. Tyler, CAO for Colusa County Public Health — Date

Approved as to Form, County Counsel by:

_____ 11/8/22

Date

Attachment: C22-233 [Revision 1] (8934 : Re-approve Addendum 1 to MOU with Anthem Blue Cross)

COLUSA COUNTY ADDENDUM NO 1

ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF COLUSA AND BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM)

This Addendum is made and entered into as of this 8th day of November 2022, by and between the Department of Health and Human Services, Public Health of Colusa County a political subdivision of the State of California, Division of Public Health Services, and Blue Cross of California Partnership Plan, Inc. (hereinafter, referred to as "Anthem").

WHEREAS, Anthem and County of Colusa are parties to a Memorandum of Understating (the "***MOU***") dated April 5, 2016.

WHEREAS, the Department of Health Care Services ("DHCS") issued CalAIM Data Sharing Authorization Guidance dated March 2022, setting out specific guidance that supports data sharing between Managed Care Plans (MCPs) health care providers, community-based social and human service providers, local health jurisdictions, and county and other public agencies that provide services and managed care under CalAIM. https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance.pdf

NOW, THEREFORE in consideration of foregoing, the MOU shall be amended as follows:

1. Language from the original MOU(s) shall be updated with the following new language to be consistent with the guidance of the CalAIM Data Sharing Authorization Guidance. To the extent the language provided in the original MOU(s), conflicts with the specific guidance contained in the CalAIM Data Sharing Authorization Guidance, CalAIM Data Sharing Authorization Guidance shall control:

CATEGORY	COUNTY	ANTHEM
Exchange of Protected Health Information / Data Exchange	1. Parties acknowledge Colusa County is a HIPAA Covered Entity, and that with respect to Covered Services as outlined in the original MOU (s) Colusa County provides such services as a HIPAA Covered Entity, and is responsible for any data collected in that capacity. Colusa County acknowledges it is solely responsible for its compliance with HIPAA.	1. Parties acknowledge Anthem is a HIPAA Covered Entity, and that with respect to Covered Services as outlined in original MOU(s), Anthem provides such services as a HIPAA Covered Entity, and is responsible for any data collected in that capacity. Anthem acknowledges it is solely responsible for its compliance with HIPAA.

Attachment: PH MOU Addendum 2022 - Updating Data Sharing HIPAA Language Legal approved 8.17.22 (8934 : Re-approve Addendum 1 to

2. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Amendment shall remain in effect

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures.

Blue Cross of California Partnership Plan, Inc. (Anthem):

Signature: _____

Print Name: ____Les Ybarra_____

Title: ____President, CA Medicaid_____

Date: _____

County of Colusa:

_____ _____
Wendy G. Tyler, CAO Date
Colusa County Public Health

APPROVED AS TO FORM

_____ _____
Richard Stout, County Counsel Date

Attachment: PH MOU Addendum 2022 - Updating Data Sharing HIPAA Language Legal approved 8.17.22 (8934 : Re-approve Addendum 1 to

COUNTY OF COLUSA, CA **2.8**

Request For County Board of Supervisors Action

MEETING DATE:	**February 28, 2023**
DEPARTMENT:	**Health and Human Services**
FROM:	**Kirill Obraztsov**
SUBJECT:	**Mello-Granlund Senior Nutrition Subaward Infrastructure Grant Agreement with CSUC Research Foundation.**

Approve Mello-Granlund Senior Nutrition Subaward Infrastructure Grant Agreement with **Chico State Enterprises**, effective January 1, 2023, and authorize County Administrative Officer to sign.

Detailed Description/Background of request

This is a Subaward Agreement between the County of Colusa Department of Health and Human Services and the California State University, Chico Research Foundation for the purpose of purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate of home-delivered meals for Senior Nutrition services through Colusa County.

The Department of Health and Human Services (DHHS) has partnered with California State University Chico's Research Foundation since 2005 to provide nutrition services to senior citizens in Colusa County. Services include provision of meals in a congregate setting and those that are home-delivered. Under the terms of this agreement, described in the Attachment A - Scope of Work, Colusa County shall purchase the following equipment: temperature controlled vehicle, tablets, freezer, refrigerator, salad bars, bagging machine, among others.

The total award of this Subaward Agreement is $86,200 to through the 12/31/2023.

Prior Board Action

None.

Fiscal Impact/Funding Source

The total amount of this subaward revenue agreement is $86,200. No impact on County General Fund.

Action for the Clerk

Please obtain signatures of County Administrative Officer on Subaward (Agreement A23-0057-S001), and return signed agreement plus Exhibits A-D in a pdf format to Skye

Gebhart at sgebhart@csuchico.edu. Please cc Kirill Obraztsov at DHHS in communication email. Please send the agreement with wet signatures via USPS, in addition to the emailed pdf, to Chico State Enterprises at:
Chico State Enterprises
ATTN: Contracts Office
25 Main Street, Suite 103
Chico, CA 95928-5388

ATTACHMENTS:

- Infrastructure Grant A23-0057-S001-Colusa County Signature Page + Ex A-D (PDF)
- Attachment H - Prime Award (PDF)

SUBAWARD

SUBAWARD NUMBER	AM. NO.
A23-0057-S001	
SUBRECIPIENT IDENTIFICATION NUMBER	

THIS SUBAWARD, made and entered into in the State of California, by and between **Chico State Enterprises** , hereafter called Prime Recipient, and

SUBRECIPIENT'S NAME
Colusa County ,hereafter called Subrecipient.

Prime Recipient has been awarded the Mello-Granlund Senior Nutrition Program Infrastructure Grant by the California Department of Aging (CDA), grant # NI-2223-03, for the purpose of purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals. Prime Recipient has identified Subrecipient to receive funds for the described purpose under this grant.

Subrecipient agrees at its own expense to furnish all equipment, labor and materials necessary to provide Prime Recipient with the services as follows:

Subrecipient will purchase equipment in compliance with the terms and conditions as detailed in Attachment A, Scope of Work.

The Term of this Subaward shall commence 1/1/2023 and will end 12/31/2023.

Prime Recipient agrees to reimburse Subrecipient an amount not to exceed $86,200.00.

This Subaward incorporates the following attachments:

Attachment A – Scope of Work (1 page)
Attachment C – Contact Information (1 page)
Attachment D – Terms & Conditions (3 page)
Attachment H – Prime Award (30 pages)

This Subaward has been executed by the parties hereto, upon the date first above written.

PRIME RECIPIENT	SUBRECIPIENT
Chico State Enterprises	**Colusa County**
BY (AUTHORIZED SIGNATURE) DATE	BY (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer, CSE	PRINTED NAME AND TITLE OF PERSON SIGNING Elizabeth Kelly
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu	ADDRESS/E-MAIL 251 E. Webster Street, Colusa, CA 95932 Elizabeth.Kelly@countyofcolusa.com

AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT CODE
$ 86,200.00	$ 86,200.00	SP-73264-01

Attachment: Infrastructure Grant A23-0057-S001-Colusa County Signature Page + Ex A-D (8937 : Senior Nutrition Subaward Agreement with

Attachment A
Scope of Work

Subrecipient will purchase the following equipment in compliance with the Home and Community Based Services (HCBS) Senior Nutrition Infrastructure Grant Program (NI), affecting Senior Nutrition Programs authorized under the Mello-Granlund Older Californians Act.

A. APPROVED PURCHASES PER CALIFORNIA DEPARTMENT OF AGING:
Subgrantee shall purchase the following equipment. All equipment MUST be in the subcontractor's **possession** by December 31, 2023. Only the equipment listed below is approved for purchase. Changes or substitutions must be authorized by the AAA prior to purchase, and authorization is not guaranteed.

SITE: COLUSA COUNTY	
DESCRIPTION OF PROPERTY	**ESTIMATED COST**
Temperature Controlled Vehicle (1)	$ 65,000.00
Tablets (3)	$ 6,000.00
Heat Keeping Transit Bags (2)	$ 500.00
Reach-in Freezer	$ 4,000.00
Reach-in Refrigerator	$ 4,000.00
Bagging Machine	$ 150.00
Towel Bin	$ 50.00
Salad Bar (2)	$ 6,000.00
Bag Organizer	$ 500.00
TOTAL	**$ 86,200.00**

B. EQUIPMENT AND INVENTORY PROCEDURES
Subcontractor shall follow all mandated procedures for equipment acquisition, including the requirements outlined below:

- Secure competitive bids or sole source justification for items valued at $10,000 or more
- Upon receipt of equipment, submit form CDA 9023 to Passages and Chico State Enterprises for items valued at $5,000 or more and all IT equipment
- Record equipment on the subcontractor's master inventory, listing the infrastructure grant as the funding source

C. INVOICING AND REIMBURSEMENT
See Attachment D, Clause 1

Attachment: Infrastructure Grant A23-0057-S001-Colusa County Signature Page + Ex A-D (8937 : Senior Nutrition Subaward Agreement with

Attachment C
Contact Information

Prime Recipient Contacts	Subrecipient Contacts
Administrative Contact	***Administrative Contact***
Name: Mary Neuman Title: Passages Adult Resource Center 25 Main Street, Suite 202 Address: Chico, CA 95928-5388 Telephone: 530-898-6758 Fax: 530-898-4870 Email: mneuman@csuchico.edu	Name: Ted Mamoulelis Title: County of Colusa 251 E. Webster Street Address: Colusa CA 95932 Telephone: 530-458-0359 Fax: Email: Ted. Mamoulelis@countyofcolusa.com
Principal Investigator	***Project Director***
Name: Joseph Cobery Title: Director Passages Adult Resource Center 25 Main Street, Suite 202 Address: Chico, CA 95928-5388 Telephone: 530-898-6758 Fax: 530-898-4870 Email: jcobery@csuchico.edu	Name: Ted Mamoulelis Title: County of Colusa 251 E. Webster Street Address: Colusa CA 95932 Telephone: 530-458-0359 Fax: Email: Ted. Mamoulelis@countyofcolusa.com
Financial Contact	***Financial Contact***
Name: Skyler Gebhart Title: Grants/Contracts Analyst Chico State Enterprises Address: 25 Main Street, Suite 103 Chico CA 95928-5388 Telephone: 530-898-5829 Fax: Email: sgebhart@csuchico.edu	Name: Christine Fusaro Title: County of Colusa 251 E. Webster Street Address: Colusa CA 95932 Telephone: 530-458-0870 Fax: Email: Christine.Fusaro@countyofcolusa.com
Authorized Signatory	***Authorized Signatory***
Name: Mary Sidney Title: Chief Executive Officer Chico State Enterprises Address: 25 Main Street, Suite 103 Chico CA 95928-5388 Telephone: 530-898-6811 Fax: Email: msidney@csuchico.edu	Name: Elizabeth Kelly Title: County of Colusa 251 E. Webster Street Address: Colusa CA 95932 Telephone: 530-458-0285 Fax: Email: Elizabeth.Kelly@countyofcolusa.com

Attachment: Infrastructure Grant A23-0057-S001-Colusa County Signature Page + Ex A-D (8937 : Senior Nutrition Subaward Agreement with

Attachment D
Terms and Conditions

1. **Invoicing:** Subcontractor shall submit monthly invoices for property and equipment purchased with Infrastructure Grant funds, using the invoice form provided by the AAA.

   A. Equipment can be reimbursed once it is fully in the subcontractor's possession, installation is complete, and all costs have been incurred related to the equipment.

   B. Each invoice must be supported by complete receipts for all items and costs listed on the invoice.

   C. No invoices for purchases completed after last date of the term will be paid.

2. **Budget Contingency**:

   A. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both Parties in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

   B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of the Agreement.

   C. It is mutually agreed that if Congress or the California State Legislature does not appropriate sufficient funds for the program, the State has the option to terminate the Agreement in accordance with Section 11 or to amend this Subaward to reflect any reduction in funds.

3. **Modification:** Any modifications of the terms and/or conditions of this Subaward shall be made in written agreement by both parties.

4. **Independent Entity:** Subrecipient is an independent entity, not an employee of Prime Recipient, however, the work or services to be provided by Subrecipient shall be provided in a manner consistent with reaching Prime Recipient's objectives in entering this Subaward.

5. **Confidentiality**: During the term of this Agreement, and for a period of five (5) years following the termination hereof, each party shall exercise reasonable care to maintain in confidence all confidential information disclosed by the other party pursuant to this Agreement ("Confidential Information"), but only to the extent: (a) if disclosed in writing, such confidential information is marked as confidential when disclosed; or (b) if disclosed orally, such confidential information is identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days after the oral disclosure. The receiving party shall not use, disclose, or grant the use of the Confidential Information except on a need---to---know basis to those directors, officers, employees, agents, and permitted assignees, to the extent such disclosure is reasonably necessary in connection with the provision of Services under this Agreement. Before disclosure, the receiving party shall obtain the written agreement of any such person who is not otherwise bound by fiduciary obligations to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement.

Attachment: Infrastructure Grant A23-0057-S001-Colusa County Signature Page + Ex A-D (8937 : Senior Nutrition Subaward Agreement with

The limitations on use and the nondisclosure obligations contained in this Agreement shall not apply to the extent that: (a) the receiving party is required to disclose the Confidential Information by law, order or regulation of a governmental agency or a court of competent jurisdiction, provided that, time permitting, the receiving party shall provide written notice thereof to the disclosing party; or (b) the receiving party can demonstrate by written records that: (i) the information was public knowledge at the time of disclosure, or thereafter became public knowledge, other than as a result of acts in violation hereof; (ii) the information was rightfully known by the receiving party prior to the date of disclosure; (iii) the information was disclosed to the receiving party on an unrestricted basis from a third party not under a duty of confidentiality to the disclosing party; or, (iv) the information was independently developed by employees or agents of the receiving party without access to or use of the Confidential Information.

6. **Indemnification:** Each party agrees to defend, indemnify and hold harmless the other party, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this subaward, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

   Chico State Enterprises, as the indemnified party, shall also include California State University, Chico, The Trustees of the CSU, and the State of California.

7. **Liability for Breach of Contract:** During the Subcontract, either party that has difficulty in fulfilling the terms and conditions of the subcontract shall carefully solve it through negotiation. If both parties fail to reach consensus, the default party shall assume responsibility for compensation. The specific compensation plan shall be negotiated by both parties or be solved through civil action in accordance with the state related laws and regulations. The litigation shall be governed by the people's court at the location of the non-default party.

8. **Insurance:** In the absence of Attachment E, Specific Insurance Requirements, Subrecipient, at its own cost, agrees to maintain, for the duration of this Subaward: Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California; general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage; and automobile liability insurance covering bodily injury and property damage for all activities of the Subrecipient arising out of or in connection with the work to be performed under this Subaward, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $1,000,000. Subrecipient shall furnish Prime Recipient with a certificate of insurance upon request.

9. **Controlling Law Venue:** This contract is made and entered into in the County of Butte, State of California. The validity of this contract, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be interpreted in accordance with the laws of the state of California. The parties agree that all actions or proceedings arising in connection with this agreement shall be brought and litigated exclusively in courts with jurisdiction over the County of Butte.

10. **Termination:** This Subaward may be terminated for the following reasons:

    A. Immediately for cause if either party violates any of the terms or provisions of this Subaward; or
    B. By either party without cause upon 30 days written notice of termination.

11. **Partial Invalidity**: If any provision of this Subaward 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.

Attachment: Infrastructure Grant A23-0057-S001-Colusa County Signature Page + Ex A-D (8937 : Senior Nutrition Subaward Agreement with

12. **Audit:** Subrecipient agrees that, Prime Recipient, the awarding agencies, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to audit and/or review, and copy any records and supporting documentation pertaining to the performance of this Subaward if it exceeds $10,000. The Subrecipient agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment, unless a longer period of record retention is stipulated in Exhibit D of the prime award. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Subrecipient agrees to refund to the Prime Recipient any amounts claimed for reimbursement and paid to Subrecipient which are later disallowed after audit or inspection of records.

13. **Force Majeure**: Neither party is liable or responsible to the other party, or has defaulted under or breached this Contract, for failure or delay in fulfilling or performing any obligation to the extent that, and for so long, as such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fires, earthquakes, floods, embargoes, wars, acts of war (whether war is declared or not), insurrections, riots, civil disturbances, strikes, lockouts, or other labor disturbances, acts of God, or any acts, omissions, or delays in acting by any governmental authority or the other party.

14. **Prime Award:** The terms and conditions of the Prime Award are incorporated into this subaward by this reference. All references to Chico State Enterprises and its variants, School, Awardee, Grantee, Recipient, etc. in the Prime Award shall mean the Subrecipient. Prime Award shall be included in Attachment H. In the event of any conflict, contradiction, or ambiguity between terms and conditions of this subaward and the Prime Award, then the terms of this subaward shall prevail.

Attachment: Infrastructure Grant A23-0057-S001-Colusa County Signature Page + Ex A-D (8937 : Senior Nutrition Subaward Agreement with

Attachment H
Prime Award

Attachment: Infrastructure Grant A23-0057-S001-Colusa County Signature Page + Ex A-D (8937 : Senior Nutrition Subaward Agreement with

STANDARD AGREEMENT

STD 213 (Rev 02/20)

AGREEMENT NUMBER	REGISTRATION NUMBER
NI-2223-03	

STATE CONTROLLER'S OFFICE IDENTIFIER
4170-NI222303

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

STATE AGENCY'S NAME
California Department of Aging, hereinafter referred to as "State"

CONTRACTOR'S NAME
Chico State Enterprises, hereinafter referred to as "University"

2. The term of this Agreement is: October 1, 2022 through December 31, 2024

3. The maximum amount of this Agreement is: $ 653,980 Six Hundred Fifty-Three Thousand Nine Hundred Eighty Dollars

4. The Parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of the Agreement.

Exhibit A – **A8**: A–Scope of Work; A1–Deliverables; A2–Key Personnel; A3–Authorized Representatives; A4–Use of Intellectual Property & Data; A5–Resumes/Biosketch; A6–Current & Pending Support; A7-Third Party Confidential Information (if applicable)	11 pages
Exhibit B – B–Budget; B1–Budget Justification; B2– Subawardee Budgets (if applicable); B3–Invoice Elements; B4–Additional Payment Provisions	8 pages
Exhibit C* – University Terms and Conditions	UTC-220

Check mark additional Exhibits below, and attach applicable Exhibits or provide internet link:

☒ **Exhibit D** – Additional Requirements Associated with Funding Sources	1 page
☒ **Exhibit E** – Special Conditions for Security of Confidential Information	1 page
☒ **Exhibit F** – Access to State Facilities or Computing Resources	1 page
☒ **Exhibit G** – Negotiated Alternate UTC Terms	6 pages

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. You can find these documents on the University of California, Office of the President and the California Department of General Services websites.

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

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
Chico State Enterprises

BY *(Authorized Signature)*: DocuSigned by: Mary Sidney E759B042B1D943B...
DATE SIGNED *(Do not type)*: 1/27/2023

PRINTED NAME AND TITLE OF PERSON SIGNING
Mary Sidney, CEO

ADDRESS
25 Main Street, Suite 203, Chico CA 95928-5388

STATE OF CALIFORNIA

AGENCY NAME
California Department of Aging

BY *(Authorized Signature)*: DocuSigned by: 82DE611E13EC404...
DATE SIGNED *(Do not type)*: 1/27/2023

PRINTED NAME AND TITLE OF PERSON SIGNING
Nate Gillen, Chief, Business Management Bureau

ADDRESS
2880 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

STATE OF CALIFORNIA

California Department of General Services Use Only

☒ Exempt per:
AG OP 80-111

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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Exhibit A – Scope of Work

Project Summary & Scope of Work

☐ Contract ☒ Grant

Does this project include Research (as defined in the UTC)? ☐ Yes ☒ No

PI Name: *Mary Sidney, CEO*

Project Title: *Nutrition Infrastructure Grant*

Project Summary/Abstract

Briefly describe the long-term objectives for achieving the stated goals of the project.

The project goal is to enhance, expand, and increase senior nutrition infrastructure in California. The purpose of this funding is to fund capacity and infrastructure improvement grants for senior nutrition programs under the Mello-Granlund Older California's Act. This grant shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals.

If Third-Party Confidential Information is to be provided by the State:

☐ Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; ***OR***

☐ A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7, Third Party Confidential Information.

Scope of Work

Describe the goals and specific objectives of the proposed project and summarize the expected outcomes. If applicable describe the overall strategy, methodology, and analyses to be used. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies and benchmarks for success anticipated to achieve the goals and objectives.

1. GRANT AGREEMENT PARTIES:

A. This Grant Agreement is established between CHICO STATE ENTERPRISES hereafter referred to as Grantee, and the California Department of Aging (CDA). CDA and Grantee are hereinafter collectively referred to as the Parties.

2. GRANT PERFORMANCE PERIOD:

A. All tasks and work performed must be completed during the grant performance period from October 1, 2022, through December 31, 2024. No invoices for work completed after December 31, 2024, will be paid.

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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3. GRANT AGREEMENT MANAGERS:

A. The grant agreement managers during the term of this Agreement shall be:

Department of Aging:		Grantee: Chico State Enterprises	
Section/Unit: Nutrition and Wellness Bureau		Section/Unit:	
Attention:	Lana Reynolds, Bureau Chief	Attention:	Mary Sidney
Address:	2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833	Address:	25 Main Street, Room 202 Chico, 95928
Phone: 916-419-7553		Phone: 530-898-4870	Fax: 530-898-5923
Email: Lana.Reynolds@aging.ca.gov		Email: msidney@csuchico.edu	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

4. DEFINITIONS

As used in this agreement, the following words shall have the following meanings:

A. Grant Scope: items listed within Exhibit A, Scope of Work, found within this Agreement.

5. GRANTEE RESPONSIBILITIES:

A. Grantee acknowledges that CDA may make reasonable changes to its procedures in support of this grant and its requirements. If CDA makes any changes to its procedures and guidelines, CDA agrees to notify Grantee within a reasonable timeframe.

B. Grantee shall complete the Grant Scope in accordance with the time of the Grant Performance Period set forth in Section 2 of this Scope of Work, and under the terms and conditions of this agreement.

C. Grantee agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the Grantee in the original application must be submitted in writing to CDA Agreement Manager for prior approval.

D. Grantee shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals, including but not limited to:

1. Production-scale commercial kitchens including commercial grade equipment such as ovens, stoves, steamers, and mixers

2. Warming, refrigeration, or freezer capacity and equipment including refrigerators and freezers, hot holding equipment, insulated food delivery bags, and steam tables

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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3. Food delivery vehicles including cars, trucks, vans, and temperature-controlled vehicles

4. Improvements and equipment to expand capacity for providers of meals including food/meal packing equipment, dishwashers, 3-compartment sinks, prep tables, steam tables, and salad bars

5. Refurbishments including repair or replacement of damaged and/or deteriorated flooring and/or repair and painting of damaged wall surfaces in areas where food is prepared, packaged, stored, or served including areas where kitchenware are washed and stored

    a) Grantee must verify flooring or painting is not covered under a building lease prior to requesting use of infrastructure funding for this purpose and the grantee must maintain documentation in case of grant monitoring or audit.

6. Energy efficient light fixtures in kitchen or congregate meal service areas

7. Installation costs (labor/materials) for allowable improvements and equipment

8. Furniture, including table and chairs, for congregate meal service areas

9. Technological or data system infrastructure for monitoring client health outcomes including computing devices, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, and software programs for data entry and/or monitoring of client data and health outcomes

E. Grantee shall not use this funding to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. This includes any equipment that is permanently affixed to a building such as non-portable generators, walk-in refrigerators, and walk-in freezers.

6. CDA RESPONSIBILITIES

A. The CDA Agreement Manager will coordinate dates and information between CDA and the Grantee.

B. The CDA Agreement Manager shall provide all information required to the Grantee.

C. The CDA Agreement Manager shall communicate any additional information on grant requirements or revisions.

D. The CDA Agreement Manager will work with Grantee to answer any question and resolve any issues regarding the work.

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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Exhibit A1 - Deliverables

SCHEDULE OF DELIVERABLES

List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other Deliverables, if requested by the State and agreed to by the Parties.

Not applicable to this Agreement

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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Exhibit A2 – Key Personnel

KEY PERSONNEL

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other K Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on th proposed project. Use additional consecutively numbered pages as necessary.

Last Name, First Name	Institutional Affiliation	Role on Project
PI:		
Cobery, Joseph	Passages Adult Resource Center	AAA Director
Co-PI(s) – if applicable:		
Neumann, Mary	Passages Adult Resource Center	AAA Deputy Director
Other Key Personnel (if applicable):		
Geiger, John	Passages Adult Resource Center	Program Manager, Ombudsman
Neumann, Mary	Passages Adult Resource Center	Program Manager, IIIB Other Suppor Services
Graber, JoBeth	Passages Adult Resource Center	Program Manager for IIIE FCSP
N/A	Passages Adult Resource Center	Program Manager for IIIB Care Management
Kramer, Ronda	Passages Adult Resource Center	Program Manager, for IIIB Other Support Services Public Info
TBD Open Position	Passages Adult Resource Center	Program Manager, IIID Disease Prevention

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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Exhibit A3 – Authorized Representatives

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the University under this Agreement. A official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified belo unless otherwise identified in the Agreement.

State Agency Contacts	University Contacts
Agency Name: California Department of Aging (CDA)	University Name: Chico State Enterprises (CSE)
Grant Project Manager (Technical) Name: Lana Reynolds Grant Manager Address: CDA Business Management Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 419-7553 Fax: Email: Lana.Reynolds@aging.ca.gov	***Principal Investigator*** Name: Joseph Cobery Director Address: Passages Adult Resource Center 25 Main Street, Suite 103 Chico, CA 95928-5388 Telephone: 530-898-6758 Fax: 530- 898-4870 Email: jcobery@csuchico.edu
Authorized Official (contract officer) Name: Nate Gillen Chief Address: Business Management Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 419-7539 Email: nate.gillen@aging.ca.gov ***Send notices to (if different):*** Name: Address: Telephone: Email:	***Authorized Official*** Name: Mary Sidney Chief Executive Officer Address: 25 Main Street, Suite 203 Chico, CA 95928-5388 Telephone: 530-898-6811 Fax: Email: msidney@csuchico.edu ***Send notices to (if different):*** Name: Michael Schilling Contracts Officer Address: 25 Main Street Chico, CA 95928-5388 Telephone: (916) 898-6209 Fax: (916) 898-6804 Email: mlschilling@csuchico.edu

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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Administrative Contact Name: Amy Sunahara Grant Specialist Address: Business Management Bureau 2880 Gateway Oaks Drive, Suite 200 Sacramento, Ca 95833 Telephone: (916) 898-9383 Email: Amy. Sunahara@aging.ca.gov	***Administrative Contact*** Name: Address: Telephone: Email:
Financial Contact/Accounting Name: Adrian Leung, Local Finance Manager Address: CDA, Local Finance Bureau 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 898-9307 Fax: Email: Adrian.Leung@aging.ca.gov	***Authorized Financial Contact/Invoicing/Remittance*** Name: Skyler Gebhart, Analyst Address: 25 Main Street, 103 Chico, CA 95928-5388 Telephone: 530-898-5829 Fax: 530-898-6804 Email: sgebhart@csuchico.edu

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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Exhibit A4 – Use of Intellectual Property & Data

USE OF INTELLECTUAL PROPERTY & DATA

If either Party will be using any third-party or pre-existing intellectual property (including, but not limited to copyrighted works, known patents, trademarks, service marks and trade secrets) "IP" and/or Data with restrictions on use, then list all such IP/Data and the nature of the restriction below. If no third-party or pre-existing IP/Data will be used, check "none" in this section.

A. State: Preexisting IP/Data to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

☒ None or ☐ List:

Owner (Name of State Agency or 3rd Party)	Description	Nature of restriction:

B. University: Restrictions in Preexisting IP/Data included in Deliverables identified in Exhibit A1, Deliverables.

☒ None or ☐ List:

Owner (Name of University or 3rd Party)	Description	Nature of restriction:

C. Anticipated restrictions on use of Project Data.
If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "None" in this section.

☒ None or ☐ List:

Owner (University or 3rd Party)	Description	Nature of Restriction:

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Exhibit A5 - RÉSUMÉ/BIOSKETCH

RÉSUMÉ/BIOSKETCH

Attach 2-3 page Resume/Biosketch for the PI and other Key Personnel listed in Exhibit A2, Key Personnel.

Not applicable to this Agreement

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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Exhibit A6 – Current & Pending Support

CURRENT & PENDING SUPPORT

University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The "Proposed Project" is this application that is submitted to the State. Add pages as needed.

PI: N/A

Status (currently active or pending approval)	Award # (if available)	Source (name of the sponsor)	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
CURRENT					
PENDING					

NAME OF INDIVIDUAL

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

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Exhibit A7

Third Party Confidential Information

Confidential Nondisclosure Agreement

(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)

If the Scope of Work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.

Not applicable to this Agreement

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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Exhibit B - Budget
Budget for Project Period

State of California
California Department of Aging

Award #: **NI-2223-03**
Date: **7/1/2022**
Page 1 of 1

Exhibit B, Attachment 1 - Budget Display

SENIOR NUTRITION PROGRAM CAPACITY AND INFRASTRUCTURE
Budget Display

Area 3 Agency on Aging

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
Senior Nutrition Infrastructure	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	HNIL	$653,980	$0	$653,980

Notes
AAAs can utilize up to 10% of the funding for Administration
Expenditures must be reported in closeout by January 31, 2025

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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Exhibit B1

Budget Justification

The Budget Justification will include the following items in this format.

Not applicable to this agreement

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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Exhibit B2 – Subawardee Budgets

Budget Pertaining to Subawardee(s) (when applicable)

Not applicable to this agreement

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Exhibit B3 – Invoice Elements

Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 of Exhibit C – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University's Financial Contact and the PI (or their respective designees).

Invoicing frequency

☐ Quarterly ☒ Monthly

Invoicing signature format

☐ Ink ☒ Facsimile/Electronic Approval

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available[1]

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
  - TOTAL DIRECT COSTS (if available from system)
- Indirect Costs
  - TOTAL

Detailed transaction ledger and/or payroll ledger for the invoice period [2]

- University Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name
- Transaction Posting Date
- Time Worked
- Transaction Amount

[1] If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

[2] For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.

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Exhibit B4 – Additional Payment Provisions

1. GRANT AWARD

A. The total amount payable to Grantee pursuant to this Agreement shall not exceed the grant award amount of SIX HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED EIGHTY DOLLARS ($653,980).

B. It is agreed and understood that this grant award amount is a ceiling and that CDA will only reimburse the allowable cost of services rendered or goods purchased as authorized by CDA at or below the grant award amount.

2. EXPENDITURE OF FUNDS

A. The Grantee shall expend all funds received hereunder in accordance with this Agreement.

B. The Grantee agrees to include these requirements in all contracts it enters into with subgrantees to provide services pursuant to this Agreement.

3. ACCOUNTABILITY FOR FUNDS

A. The Grantee shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Grantee and shall be maintained in accordance with Generally Accepted Accounting Principles.

4. FINANCIAL MANAGEMENT SYSTEMS

The Grantee shall meet the following standards for its financial management systems:

A. Financial Reporting.

B. Accounting Records.

C. Complete Disclosure.

D. Source Documentation.

E. Internal Control.

F. Budgetary Control.

G. Cash Management (written procedures).

H. Allowable Costs (written procedures).

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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5. UNEXPENDED FUNDS

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Grantee shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

6. FUNDING CONTINGENCIES

INVOICING AND PAYMENT:

A. Grantee shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior

B. Payments will be made to reimburse expenditures reported unless grantee pre-selects an Advance method at the time of agreement execution

C. Grantee shall be charged $75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office (SCO). CDA may waive the fees on a case-by-case basis as appropriate.

D. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the grantee, until such time as CDA determines that the financial management standards are met.

E. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the CDA agrees to compensate the Grantee in accordance with the rates specified in section 5, Budget Detail.

F. CDA reserves the right to refuse payment to the Grantee or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to agreement activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

INSTRUCTIONS TO GRANTEE:

The State shall reimburse Grantee with funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

A. The Grantee shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.

C. Grantees shall notify CDA if they wish to be on a reimbursement or advanced payment.

1. If Grantee requests reimbursement payment, CDA shall not advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Payments shall be based on monthly expenditure reports as outlined in this section.

2. If Grantee requests an advance payment, CDA shall advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Future payments shall be based on monthly expenditure reports as outlined in this section.

D. The Grantee shall submit timely expenditures to CDA. Late expenditures may lead to delay in payment until the following month.

E. Upon written request by CDA, Grantee shall submit additional documentation or justification to support the reported expenditure.

F. Grantee shall be charged $75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

1. Expedite Fees
   a. If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.
   b. If the contract is executed late due to CDA's handling then CDA shall cover the incurred processing fees.

G. The Grantee shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

BUDGET CONTINGENCY CLAUSE:

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

PROMPT PAYMENT CLAUSE:

A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

BUDGET DETAIL:

A. At the sole discretion of the CDA and for the purposes of accounting, the CDA may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the agreement price for the services actually rendered.

B. Grantee must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Grantee fails to provide invoices within twelve (12) months of the date services are rendered, the CDA may elect to reject the invoices for payment as untimely and Grantee will be deemed to have waived any right to payment of the late invoices.

C. Travel Reimbursement

The Grantee shall not be reimbursed for any travel-related expenses. Any and all travel shall be at the expense of the Grantee.

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Exhibit C – University Terms and Conditions

CMA (AB20) State/University Model Agreement Terms & Conditions UTC-220

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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Exhibit D- Additional Requirements Associated with Funding Sources
(if applicable)

If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the below table must be completed by the State agency. (Please see sections 10.A and 10.B of the Exhibit C.)

State Agency to Complete (Required for Federal Funding Source):

Federal Agency	
Federal Award Identification Number	
Federal Award Date	
Catalog of Federal Domestic Assistance (CFDA) Number and Name	Please see Exhibit B – Budget for this Project Period
Amount Awarded to State Agency	
Effective Dates for State Agency	
Federal Award to State Agency is Research & Development (Yes/No)	No

University to Complete:

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 Research & Development.

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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Exhibit E – Special Conditions for Security of Confidential Information

If the Scope of Work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8.E of Exhibit C.)

Not applicable to this agreement

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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Exhibit F – Access to State Facilities or Computing Resources

(if applicable)

If the Scope of Work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 21 of Exhibit C.)

Not applicable to this agreement

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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Exhibit G – Negotiated Alternate UTC Terms (if applicable)

An alternate provision in Exhibit G must clearly identify whether it is replacing, deleting or modifying a provision of Exhibit C. The Order of Precedence incorporated in Exhibit C clearly identifies that the provisions on Exhibit G take precedence over those in Exhibit C.

*While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate, or additional terms may be necessary. California Education Code §67327(b) allows for terms to be changed or added, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should **not** be noted in Exhibit C, but rather noted separately in Exhibit G.*

The Provision 4. Liability below replaces Provision 4 Liability in Exhibit C, UTCs.

4. LIABILITY

A. The contracting CSU Auxiliary Organization (Auxiliary)[3] shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Auxiliary, its respective officers, agents or employees.

B. If the University[4] provides funds to any third party ("Subawardee"), excluding any agency or department of the United States, to accomplish any of the work of this agreement, the University shall first enter into a written agreement with each Subawardee by which the Subawardee agrees to indemnify and hold harmless the State of California, the State and its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including without limitation litigation costs and attorney's fees, resulting from or arising out of the Subawardee's performance under its agreement with the University, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Subawardees, its respective officers, agents or employees. The foregoing does not limit any breach of contract action that the State may have against the University.

[3] *CSU Auxiliary Organization: A CSU Auxiliary Organization authorized to receive and administer externally funded projects on behalf of the Trustees of the California State University, pursuant to CCR Title 5, Division 5, Chapter 1, Subchapter 6, Article 2, Section 42500 (5 CCR § 42500).*

[4] *University, as defined in Exhibit C, University Terms and Conditions (UTC-MYY): The California State University campus or auxiliary or the University of California system, as represented by the specific campus identified as the "Contractor" on the Standard Agreement Form STD 213 to perform research, training, or service under this Agreement.*

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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5. DISPUTE RESOLUTION (replaces UTC-220 Provision 6. Dispute Resolution)

In the event of a dispute, Grantee will discuss the problem informally with CDA's Grant Agreement Manager. If unresolved, the Grantee shall file a written "Notice of Dispute" with the CDA Grant Agreement Manager within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the CDA Grant Agreement Manager shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time, the Grantee may bring it to the attention of the Deputy Director of the Division of Home and Community Living (DHCL) at dhcl@aging.ca.gov. The decision of the CDA DHCL Deputy Director shall be final. Unless otherwise instructed by the CDA Grant Agreement Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. AGENCY

A. In the performance of this Agreement, the Grantee and its agents, employees, and its subgrantees shall act in an independent capacity and not as officers, employees, or agents of the CDA.

B. The Grantee is solely responsible for all activities supported by the Grant.

C. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties.

D. The Grantee shall not represent itself as an agent of the CDA for any purpose and has no authority to bind the CDA in any manner whatsoever.

7. PROMOTIONAL MATERIALS AND PUBLICATIONS (addends UTC Provision 20. Use of Name and Publicity)

A. The Centers for Medicare and Medicaid Services (CMS) and the California Department of Aging shall be acknowledged in all promotional materials and publications related to the CMS-funded project.

i. Grantees must ensure that CDA receives full credit as the funding program and that the CMS is acknowledged as the source of funds.

ii. Publications and information releases about the project must credit Home and Community Based Services. An appropriate statement for a publication or project press release is:

1) "This [publication/project] was supported in whole or in part by the Centers for Medicare and Medicaid Services (CMS) and the California Department of Aging (CDA), and no official endorsement by the CMS or the CDA shall be inferred."

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

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iii. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.

8. PUBLICITY OBLIGATIONS

A. The Grantee shall notify the CDA Agreement Manager of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium.

B. Copies of all promotional materials will be provided to the CDA.

C. The Grantee will acknowledge CMS support as noted in Section 9

D. The Grantee agrees that the CDA may include information about this grant and its outcomes in its own annual reports, with specific reference to the Grantee, and may distribute such information to third parties.

9. COPYRIGHT (Replaces UTC-220 Provision 19. Copyrights)

A. The Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act (17 U.S.C. 101, et seq.).

B. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California Department of Aging pursuant to this section.

C. The CDA may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California Department of Aging website for public access and viewing.

10. RECORDS (replaces UTC-220 Provision 16. Audit)

A. Communications, grant related documents, data, original receipts, and invoices must be retained by the Grantee for seven (7) years beyond the final invoice date, and shall be made available to CDA upon request.

B. The Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices.

C. The Grantee shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to CDA for auditing at reasonable times. The Grantee also agrees to retain such financial accounts,

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documents, and records for five years following project termination or issuance of final payment, whichever is later.

D. The Grantee shall keep such records as CDA shall prescribe, including records which fully disclose:

   i. The disposition of the proceeds of CDA funding assistance;

   ii. The total cost of the project in connection with such assistance that is given or used;

   iii. The amount and nature of that portion of the project cost supplied by other sources; and

   iv. Any other such records that will facilitate an effective audit.

E. The Grantee agrees that CDA shall have the right to inspect and make copies of any books, records, or reports pertaining to this Agreement or matters related thereto during regular office hours. The Grantee shall maintain and make available for inspection by CDA accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. Such accounts, documents, and records shall be retained by the Grantee for at least five years following project termination or issuance of final payment, whichever is later.

F. The Grantee shall use a generally accepted accounting system as outlined within the Guide.

11. PROJECT TERMINATION (Replaces UTC-220 Provision 7. Termination)

A. Project Termination refers to the non-completion of a Grant scope. Any grant funds that have not been expended by the Grantee shall revert back to CDA.

B. The Grantee may unilaterally rescind this Agreement at any time prior to commencement of the project. The commencement of the project means the date of the letter notifying Grantee of the award or when the funds are appropriated, whichever is later. After project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and CDA, unless the provisions of this agreement provide that mutual agreement is not required.

C. Failure by the Grantee to comply with the terms of any legislation applicable to the grant, and/or this Agreement, specified or general, that Grantee has entered into with CDA, may be cause for suspension of all obligations of CDA until CDA determines such failure was due to no fault of the Grantee. In such case, CDA may reimburse Grantee for eligible costs properly incurred in performance of this Agreement despite non-performance of the Grantee. To qualify for such reimbursement, Grantee agrees to mitigate its losses to the best of its ability.

D. Any breach of any term, provision, obligation or requirement of this Agreement by the Grantee shall be a default of this Agreement. In the case of any default by Grantee, CDA shall be entitled to all remedies available under law and equity, including, but not limited to: specific performance; return of all grant monies; payment to CDA of the fair market value of the project

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property or actual sales price, whichever is higher; and payment to CDA of the costs of enforcement of this Agreement, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

E. The Grantee and CDA agree that if the Grant Scope includes development, final payment may not be made until the work described in the Grant Scope is complete.

12. ASSIGNABILITY

Without the written consent of CDA, the Grantee's interest in and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

13. WAIVER

Any failure by a party to enforce its rights under this Agreement, in the event of a breach, shall not be construed as a waiver of said rights; and the waiver of any breach under this Agreement shall not be construed as a waiver of any subsequent breach.

14. APPLICABLE LAW (replaces UTC-220 Provision 26. Governing Law)

The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

15. AMENDMENTS (replaces UTC-220 Provision 2. Amendment)

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirement sand restrictions of this paragraph.

16. NON-DISCRIMINATION CLAUSE (Replaces UTC-220 Provision 25. Nondiscrimination)

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

Attachment: Attachment H - Prime Award (8937 : Senior Nutrition Subaward Agreement with CSUC Research Foundation)

COUNTY OF COLUSA, CA **2.9**

Request For County Board of Supervisors Action

MEETING DATE:	**February 28, 2023**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Angela Gross**
SUBJECT:	**Approve Purchase of DHHS Fiscal Staff Workstations and Office Furnishings for 321 5th Street Location**

Approve purchase of workstations and office furnishings for the Health and Human Services fiscal staff located at 321 5th Street, Colusa, through Campbell Keller utilizing CMAS contract #4-13-71-0017D in the amount of $63,467.85 and authorize the Purchasing Agent to sign the Purchase Order.

Detailed Description/Background of request

The Department of Health and Human Services is in the process of moving their fiscal staff from 251 E. Webster Street to 321 5th Street in Colusa. The new office space will have two private offices, 14 workstations, conference room, reception area and two storage areas. There is no cost to the General Fund. Funding for this project is budgeted through State and Federal sources. The cost includes the workstations and office furnishings materials, taxes, design, assembly and installation in the amount of $63,467.85. This project utilizes CMAS contract # 4-13-71-001D through Campbell Keller.

Purchasing requests the approval of this project to outfit the new office space for DHHS fiscal staff and authorize the Purchasing Agent to sign the purchase order.

Prior Board Action

Approved lease of office space located at 321 5th Street, Colusa, CA

Fiscal Impact/Funding Source

Budgeted (005-57099-712)

Action for the Clerk

Please have the Purchasing Agent sign the purchase order and proposal and send a copy to Angela @ Purchasing

ATTACHMENTS:

- 115253_PROPOSAL (PDF)
- PO 71202282023 5th Street (PDF)
- 115253 Colusa County - Final Install (PDF)
- Colusa 5th Street Project -CK Finish Sheet (PDF)

CAMPBELL KELLER
Environments at Work
3041 65th Street, Suite 3. Sacramento, CA.95820
Ph: 916.737.3300 Fax: 916.737.3305

PROPOSAL 115253
DATE 01/25/23
PROJECT #635-242
CHRYSTLE STROUP

PROPOSAL FOR:

COLUSA COUNTY
547 MARKET ST
COLUSA CA 95932

INSTALL AT:

COLUSA COUNTY
321 5TH ST
COLUSA CA 95932

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED

PLEASE REVIEW THIS QUOTE CAREFULLY BEFORE SIGNING

MAKE PURCHASE ORDER OUT TO:
HON COMPANY
C/O CAMPBELL KELLER
200 OAK STREET
MUSCATINE, IA 52761-1109

CMAS CONTRACT #4-13-71-0017D

MAIL PURCHASE ORDER TO:
CAMPBELL KELLER
ATTN:
3041 65TH ST, STE
3
SACRAMENTO, CA 95820
OR FAX TO 916-737-3305

PLEASE REMIT PAYMENT TO: HON

1	2	HEC65PLN $(P1) .P	65H L CONNECTOR POST P1 Paint Opts Black HON COMPANY #5360 Tag 1: BK RM	45.81	91.62
2	2	HECS1	SINGLE CONNECTOR STRAP HON COMPANY #5360 Tag 1: BK RM	5.09	10.18
3	1	HECSL	L CONNECTOR STRAP HON COMPANY #5360 Tag 1: BK RM	5.09	5.09

Attachment: 115253_PROPOSAL (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)

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3041 65th Street, Suite 3. Sacramento, CA.95820
Ph: 916.737.3300 Fax: 916.737.3305

PROPOSAL 115253
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CHRYSTLE STROUP

PROPOSAL FOR:

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547 MARKET ST
COLUSA CA 95932

INSTALL AT:

COLUSA COUNTY
321 5TH ST
COLUSA CA 95932

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
4	3	HECVH30P	VARIABLE HEIGHT CONNECTOR KIT 30H	25.20	75.60
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
			Tag 1: BK RM		
5	1	HEFEC35P	PANEL FINISHED END COVERS 35H	16.29	16.29
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
			Tag 1: BK RM		
6	1	HETC24	PANEL TOP CAP 24W	12.22	12.22
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
			Tag 1: BK RM		
7	2	HETP3524 FP	TACKABLE PANEL W/O TC 35H X 24W	90.35	180.70
		$(A)	Gr A Fabric		
		.APN	Appoint		
		11	Artichoke		
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
			Tag 1: BK RM		
8	1	HETP3536 FP	TACKABLE PANEL W/O TC 35H X 36W	101.55	101.55
		$(A)	Gr A Fabric		
		.APN	Appoint		
		11	Artichoke		
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
			CONTINUED...		

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COLUSA COUNTY
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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Tag 1: BK RM		
9	2	HH871148	ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS	43.01	86.02
			HON COMPANY #5360 Tag 1: BK RM		
10	1	HH879072	BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS	72.02	72.02
			HON COMPANY #5360 Tag 1: BK RM		
11	3	HNL2436LD3	36X24X45-1/2 LATERAL FILE THREE DRAWER	773.90	2,321.70
		.G	Smooth, Flat		
		FW	Florence Walnut		
		.E	Loop/Satin		
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
			HON COMPANY #5360		
12	2	HEBPLATE336	ACCELERATE BASE COVER 3 KNOCKOUT 36W	23.41	46.82
		$(P1)	Select P1 Paint		
		.P	Black		
			HON COMPANY #5360 Tag 1: BIF		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
13	15	HSCKTPS	STRAIGHT CONNECTOR KIT	6.62	99.30
		.X	No Option		
			HON COMPANY #5360		
14	1	HEC65PLN	65H L CONNECTOR POST	45.81	45.81
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
15	4	HEC65PXN	65H X CONNECTOR POST	42.50	170.00
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
16	1	HECSL	L CONNECTOR STRAP	5.09	5.09
			HON COMPANY #5360		
17	4	HECSX	X CONNECTOR STRAP	8.40	33.60
			HON COMPANY #5360		
18	11	HEFEC65P	PANEL FINISHED END COVERS 65H	20.87	229.57
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
19	11	HES1530G	GLASS STACKER 15H X 30W	157.03	1,727.33
		$(P1)	P1 Paint Opts		
		.P	Black		
		.R	Frosted		
			HON COMPANY #5360		
20	1	HETC24	PANEL TOP CAP 24W	12.22	12.22
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		

CONTINUED...

Attachment: 115253_PROPOSAL (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Tag 1: STN02		
21	20	HETC30	PANEL TOP CAP 30W	14.76	295.20
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
22	11	HETC36	PANEL TOP CAP 36W	18.83	207.13
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
23	11	HETP5030 FP	TACKABLE PANEL W/O TC 50H X 30W	112.49	1,237.39
		$(A)	Gr A Fabric		
		.APN	Appoint		
		11	Artichoke		
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
24	1	HETP6524 FP	TACKABLE PANEL W/O TC 65H X 24W	115.80	115.80
		$(A)	Gr A Fabric		
		.APN	FABRIC: Appoint		
		11	Artichoke		
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
			Tag 1: STN02		
25	10	HETP6530 FP	TACKABLE PANEL W/O TC 65H X 30W	122.16	1,221.60
		$(A)	Gr A Fabric		
		.APN	FABRIC: Appoint		
			CONTINUED...		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		11	Artichoke		
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
26	12	HETP6536FP	TACKABLE PANEL W/O TC 65H X 36W	131.07	1,572.84
		$(A)	Gr A Fabric		
		.APN	FABRIC: Appoint		
		11	Artichoke		
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
27	2	HEWS65P	WALL STARTER KIT FOR PANELS 65H	33.85	67.70
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
28	11	HH870924	TASKLIGHT 24W	71.26	783.86
			HON COMPANY #5360		
29	11	HH871236	ELECTRICAL POWER HARNESS 36W 3-1 & 2-2 SYSTEMS	64.39	708.29
			HON COMPANY #5360		
30	8	HH871501	DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS	13.74	109.92
		.P	PAINT: Black		
			HON COMPANY #5360		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
31	7	HH871502	DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS	13.74	96.18
		.P	PAINT: Black		
			HON COMPANY #5360		
32	7	HH871503	DUPLEX RECEPTACLE CIRCUIT 3 3-1 SYSTEM ONLY	13.74	96.18
		.P	PAINT: Black		
			HON COMPANY #5360		
33	11	HH871504	DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS	13.74	151.14
		.P	PAINT: Black		
			HON COMPANY #5360		
34	2	HH879072	BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS	72.02	144.04
			HON COMPANY #5360		
35	6	HHALRECL	RECTANGE LEG C FOOT HAT TO PANEL (LH)	60.64	363.84
		$(P1)	Grade 1		
		.P	Black		
			HON COMPANY #5360		
36	4	HHALRECR	RECTANGE LEG C FOOT HAT TO PANEL (RH)	60.64	242.56
		$(P1)	Grade 1		
		.P	Black		
			HON COMPANY #5360		
37	3	HOLEG24	29 1/2HX24D OPEN LEG	64.64	193.92
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		

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#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
38	12	HPWRMOD2WC	2 RECEPTACLE 2 USB WORKSURFACE CLAMP	154.99	1,859.88
		.STRM	Storm		
			HON COMPANY #5360		
39	11	HRVOH36FM	ABOUND OVERHEAD-METAL FLIPPER DOOR 36IN	180.19	1,982.09
		$(P1)	P1 Paint Opts		
		.P	Black		
		.X	Lock: Omit Lock		
			HON COMPANY #5360		
40	1	HWR2424P	SYSTEMS RECT WORKSURFACE EDGEBAND 24D X 24W	95.95	95.95
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
		.FW	EDGE: Florence Walnut		
		.P	Grommet: Black		
			HON COMPANY #5360		
			Tag 1: STN01		
41	11	HWR2436P	SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 36W	108.42	1,192.62
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
		.FW	EDGE: Florence Walnut		
		.P	Grommet: Black		
			HON COMPANY #5360		
42	9	HCTL241L	LEFT-HAND CANTILEVER 24 IN D	14.51	130.59
		$(P1)	Select P1 Paint		
		.P	Black		
			HON COMPANY #5360		
43	8	HCTL241R	RIGHT-HAND CANTILEVER 24 IN D	14.51	116.08
		$(P1)	Select P1 Paint		
		.P	Black		
			HON COMPANY #5360		

CONTINUED...

Attachment: 115253_PROPOSAL (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)

CAMPBELL KELLER
Environments at Work
3041 65th Street, Suite 3. Sacramento, CA.95820
Ph: 916.737.3300 Fax: 916.737.3305

PROPOSAL 115253
DATE 01/25/23
PROJECT #635-242
CHRYSTLE STROUP

PROPOSAL FOR:

COLUSA COUNTY
547 MARKET ST
COLUSA CA 95932

INSTALL AT:

COLUSA COUNTY
321 5TH ST
COLUSA CA 95932

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
44	12	HCTROUGH 36	CABLE MNGMT TROUGH 36W SINGLE	37.67	452.04
			HON COMPANY #5360		
45	1	HHN831118 .S	FLAT BRACKET 18D	20.11	20.11
			Charcoal		
			HON COMPANY #5360		
			Tag 1: STN01		
46	2	HWSB2	WORKSURFACE BRACKET KIT	15.02	30.04
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
47	12	H15923A	FLAGSHIP B/F MOBILE PED 22H X15W X 22-7/8D/A PULL	182.99	2,195.88
		.X	Omt Core to Order Key Alike		
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
48	12	H18823A	FLAGSHIP SERIES PEDESTAL A PULL MOBILE F/F 23D 2	236.18	2,834.16
		.X	Omt Core to Order Key Alike		
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
49	12	HHATB3S3LC $(P1)	3 STAGE 3 LEG RECTANGLE C FOOT	468.79	5,625.48
		.P71	P1 Paint Opts		
		.X	Black		
		.MEM	Standard Glide		
			Memory Preset		
			HON COMPANY #5360		
			CONTINUED...		

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PROPOSAL 115253
DATE 01/25/23
PROJECT #635-242
CHRYSTLE STROUP

PROPOSAL FOR:

COLUSA COUNTY
547 MARKET ST
COLUSA CA 95932

INSTALL AT:

COLUSA COUNTY
321 5TH ST
COLUSA CA 95932

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
50	7	HHATCC58	58X34X22X22 CORNER COVE LH	193.17	1,352.19
		3422$(L1STD)	Gr L1 Standard Laminates		
		.LFW1	Florence Walnut		
		.FW	Florence Walnut		
		.G1	1 Grommet - Centered		
		P	Black		
		.P	Black		
			HON COMPANY #5360		
51	4	HHATCC58	58X34X22X22 CORNER COVE RH	193.17	772.68
		3422R(L1STD)	Gr L1 Standard Laminates		
		.LFW1	Florence Walnut		
		.FW	Florence Walnut		
		.G1	1 Grommet - Centered		
		P	Black		
		.P	Black		
			HON COMPANY #5360		
52	1	HHATCC60	60X36X24X24 CORNER COVE LH	193.17	193.17
		3624$(L1STD)	Gr L1 Standard Laminates		
		.LFW1	Florence Walnut		
		.FW	Florence Walnut		
		.G1	1 Grommet - Centered		
		P	Black		
		.P	Black		
			HON COMPANY #5360		
			Tag 1: STN01		
53	1	HMVH-306	MOTVTE HALFRD 2MM	575.87	575.87
		0G-NSN	No Grommets		
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
		.FW	Florence Walnut		
		.C	Caster		
			CONTINUED...		

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PROPOSAL 115253
DATE 01/25/23
PROJECT #635-242
CHRYSTLE STROUP

PROPOSAL FOR:

COLUSA COUNTY
547 MARKET ST
COLUSA CA 95932

INSTALL AT:

COLUSA COUNTY
321 5TH ST
COLUSA CA 95932

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
54	3	HMVR-244 8G-NSN	MOTVT RECT TBL 2MM No Grommets	502.62	1,507.86
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
		.FW	Florence Walnut		
		.C	Caster		
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
55	1	HTLCRED57S	PRESIDE 20X57 36H HOSPITALITY CREDENZA W/ SHELF	1,082.69	1,082.69
		$(L1STD)	Gr L1 Standard Laminates		
		.LFW1	Florence Walnut		
		.FW	Florence Walnut		
		$(L1STD)	Gr L1 Standard Laminates		
		.LFW1	Florence Walnut		
		.J	Loop Satin Nickel		
		.N	No Cutout		
		$(L1STD)	Gr L1 Standard Laminates		
		.LFW1	Florence Walnut		
			HON COMPANY #5360		
56	1	HLSLZ5SC48 .P	36W EXTERNAL STIFFENER Color: Black	39.26	39.26
			HON COMPANY #5360		
			Tag 1: STN01		
57	1	HLSL4814L	HLSL4814L	97.79	97.79
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
		.P	Black		
			HON COMPANY #5360		

CONTINUED...

Attachment: 115253_PROPOSAL (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)

CAMPBELL KELLER
Environments at Work
3041 65th Street, Suite 3. Sacramento, CA.95820
Ph: 916.737.3300 Fax: 916.737.3305

PROPOSAL 115253
DATE 01/25/23
PROJECT #635-242
CHRYSTLE STROUP

PROPOSAL FOR:

COLUSA COUNTY
547 MARKET ST
COLUSA CA 95932

INSTALL AT:

COLUSA COUNTY
321 5TH ST
COLUSA CA 95932

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Tag 1: STN01		
58	2	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	34.14
		.X101E	KEY NUMBER: 101E		
			HON COMPANY #5360		
59	3	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	51.21
		.X102E	KEY NUMBER: 102E		
			HON COMPANY #5360		
60	3	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	51.21
		.X103E	KEY NUMBER: 103E		
			HON COMPANY #5360		
61	3	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	51.21
		.X105E	KEY NUMBER: 105E		
			HON COMPANY #5360		
62	3	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	51.21
		.X106E	KEY NUMBER: 106E		
			HON COMPANY #5360		
63	3	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	51.21
		.X107E	107E		
			HON COMPANY #5360		
64	3	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	51.21
		.X108E	KEY NUMBER: 108E		
			HON COMPANY #5360		

CONTINUED...

Attachment: 115253_PROPOSAL (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)

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Environments at Work
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PROPOSAL 115253
DATE 01/25/23
PROJECT #635-242
CHRYSTLE STROUP

PROPOSAL FOR:

COLUSA COUNTY
547 MARKET ST
COLUSA CA 95932

INSTALL AT:

COLUSA COUNTY
321 5TH ST
COLUSA CA 95932

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
65	3	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	51.21
		.X109E	KEY NUMBER: 109E		
			HON COMPANY #5360		
66	3	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	51.21
		.X110E	KEY NUMBER: 110E		
			HON COMPANY #5360		
67	3	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	51.21
		.X111E	KEY NUMBER: 111E		
			HON COMPANY #5360		
68	3	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	51.21
		.X112E	KEY NUMBER: 112E		
			HON COMPANY #5360		
69	3	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	51.21
		.X113E	KEY NUMBER: 113E		
			HON COMPANY #5360		
70	3	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	51.21
		.X114E	KEY NUMBER: 114E		
			HON COMPANY #5360		
71	2	H105098	10500 SERIES KNEESPACE CLEARANCE END PANEL KIT	87.27	174.54
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
			HON COMPANY #5360		

CONTINUED...

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3041 65th Street, Suite 3. Sacramento, CA.95820
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PROPOSAL 115253
DATE 01/25/23
PROJECT #635-242
CHRYSTLE STROUP

PROPOSAL FOR:

COLUSA COUNTY
547 MARKET ST
COLUSA CA 95932

INSTALL AT:

COLUSA COUNTY
321 5TH ST
COLUSA CA 95932

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Tag 1: PO1-PO2		
72	1	H10542X	10500 SERIES CRED SHELL 66W X 24D X 29-1/2H	281.80	281.80
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
		LFW1	Florence Walnut		
			HON COMPANY #5360		
			Tag 1: PO2		
73	1	H105691X	10500 SERIES CRED SHELL 42W X 24D X 29-1/2H	244.65	244.65
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
		LFW1	Florence Walnut		
			HON COMPANY #5360		
			Tag 1: PO2		
74	1	HNL3072B UEP	72X30X29-1/2 BULLET PENINSULA W/END PANEL	344.19	344.19
		.G	Smooth, Flat		
		FW	Florence Walnut		
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
			HON COMPANY #5360		
			Tag 1: PO1		
75	1	HNLLEP24 28L	15-3/4WX24DX28-1/2H L-SHAPED END PANEL LEFT	146.16	146.16
		.P	Black		
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
			HON COMPANY #5360		
			CONTINUED...		

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Environments at Work
3041 65th Street, Suite 3. Sacramento, CA.95820
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PROPOSAL 115253
DATE 01/25/23
PROJECT #635-242
CHRYSTLE STROUP

PROPOSAL FOR:

COLUSA COUNTY
547 MARKET ST
COLUSA CA 95932

INSTALL AT:

COLUSA COUNTY
321 5TH ST
COLUSA CA 95932

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Tag 1: PO1		
76	1	HNLRC2436V	36W X 24D RECT WORKSURFACE / PED TOP VERT GRAIN	102.00	102.00
		.G	Smooth, Flat		
		FW	Florence Walnut		
		.P	Black		
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
			HON COMPANY #5360		
			Tag 1: PO1		
77	1	HPC190X	PARK AVE SUPPORT COLUMN FOR BULLET JETTY BOOMERNG PEN	73.25	73.25
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
			Tag 1: PO1		
78	2	HCTROUGH17	CABLE MNGMT TROUGH 17W SINGLE	22.65	45.30
			HON COMPANY #5360		
			Tag 1: PO1-PO2		
79	2	HPWRMOD2WC	2 RECEPTACLE 2 USB WORKSURFACE CLAMP	154.99	309.98
		.STRM	Storm		
			HON COMPANY #5360		
			Tag 1: PO1-PO2		
80	2	H15923A	FLAGSHIP B/F MOBILE PED 22H X15W X 22-7/8D/A PULL	182.99	365.98
		.X	Omt Core to Order Key Alike		
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		

CONTINUED...

Attachment: 115253_PROPOSAL (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)

CAMPBELL KELLER
Environments at Work
3041 65th Street, Suite 3. Sacramento, CA.95820
Ph: 916.737.3300 Fax: 916.737.3305

PROPOSAL 115253
DATE 01/25/23
PROJECT #635-242
CHRYSTLE STROUP

PROPOSAL FOR:

COLUSA COUNTY
547 MARKET ST
COLUSA CA 95932

INSTALL AT:

COLUSA COUNTY
321 5TH ST
COLUSA CA 95932

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			Tag 1: PO1-PO2		
81	2	H18823A	FLAGSHIP SERIES PEDESTAL A PULL MOBILE F/F 23D 2	236.18	472.36
		.X	Omt Core to Order Key Alike		
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
			Tag 1: PO1-PO2		
82	1	H9180A	FLAGSHIP 36W 2-DRW A PULL LATERAL 36W 28H 18D	385.21	385.21
		.X	Omt Core to Order Key Alike		
		$(P1)	P1 Paint Opts		
		.P	Black		
			HON COMPANY #5360		
			Tag 1: PO2		
83	2	HCT29MX	ARRANGE SEATED HEIGHT X-BASE FOR 36IN SURFACES	239.74	479.48
		$(P1)	P1 Paint Opts		
		.CBK	Charblack		
			HON COMPANY #5360		
			Tag 1: PO1-PO2		
84	2	HCTRND36	ARRANGE TABLE 36IN ROUND TOP	186.27	372.54
		.N	No Grommet		
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
		.FW	Florence Walnut		
			HON COMPANY #5360		
			Tag 1: PO1-PO2		

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PROPOSAL 115253
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PROJECT #635-242
CHRYSTLE STROUP

PROPOSAL FOR:

COLUSA COUNTY
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COLUSA CA 95932

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321 5TH ST
COLUSA CA 95932

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
85	1	HHATB3S2	3 STAGE 2 LEG RECTANGLE C FOOT	284.02	284.02
		LC $(P1)	P1 Paint Opts		
		.P71	Black		
		.X	Standard Glide		
		.MEM	Memory Preset		
			HON COMPANY #5360		
			Tag 1: PO2		
86	1	HHATW244 8CT	48W X 24D RECT WORKSURFACE C/T BASE	120.89	120.89
		$(L1STD)	Gr L1 Standard Laminates		
		.LFW1	Florence Walnut		
		.FW	Florence Walnut		
		.G1	1 Grommet - Centered		
		P	Black		
			HON COMPANY #5360		
			Tag 1: PO2		
87	1	HLSL4214L	HLSL4214L	88.68	88.68
		$(L1STD)	Grd L1 Standard Laminates		
		.LFW1	Florence Walnut		
		.P	Black		
			HON COMPANY #5360		
			Tag 1: PO1		
88	2	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	34.14
		.X201E	KEY NUMBER: 201E		
			HON COMPANY #5360		
			Tag 1: PO1		
89	3	HF23C	LOCK CORE REPLACEMENT KIT BRUSHED CHROME	17.07	51.21
		.X202E	KEY NUMBER: 202E		
			HON COMPANY #5360		
			Tag 1: PO2		

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COLUSA CA 95932

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
90	1	HPMARKER 1 $(P1) .P	1 TOUCH-UP MARKER P1 Paint Opts Black HON COMPANY #5360	14.23	14.23
91	1	HSPRAY $(P1) .P	SPRAY PAINT 12OZ P1 Paint Opts Black HON COMPANY #5360	14.23	14.23
92	1	HHN83112 4 .S	FLAT BRACKET 24D Charcoal HON COMPANY #5360 Tag 1: PO1	20.61	20.61
93	3	PAKS	PANEL ACCESS KITS JONES-CAMPBELL CO, INC.	98.00	294.00
94	1	DESIGN	DESIGN SERVICES COMMERCIAL INTERIORS WEST, INC	1,722.50	1,722.50
95	1	ASSEMBLY	ASSEMBLY AND RELATED SERVICE FOR: RDI (2) private offices, (12) HAT workstations, (3) nesting tables, (1) round nesting table, (1) stroage cabinet and (3) 3H lateral files COMMERCIAL INTERIORS WEST, INC PREVAILING WAGE REGULAR HOURS AREA MUST BE FREE AND CLEAR PRIOR TO SCHEDULED INSTALLATION DATE	$7,000.00	17,000.00

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Environments at Work
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PROPOSAL 115253
DATE 01/25/23
PROJECT #635-242
CHRYSTLE STROUP

PROPOSAL FOR:

COLUSA COUNTY
547 MARKET ST
COLUSA CA 95932

INSTALL AT:

COLUSA COUNTY
321 5TH ST
COLUSA CA 95932

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED

This proposal is valid for 30 days unless otherwise noted.

By signing this proposal, you are acknowledging that you have reviewed the quantities, color and finish selections and are familiar with the products being ordered. All items are custom made to order and can not be returned.

Delivery, Assembly and related services quoted for normal business hours with clear first floor access or access to a freight elevator (No stair carry) unless otherwise noted and quoted.

If wall track is included on proposal, client assumes responsibility for costs due to electrical and/or plumbing within walls.*

The total below is for cash/check/EFT purchases. When a credit card is used, a 3% service fee is applied to the total balance noted below. Please acknowledge by initialling if your organization will be paying by credit card _____

PRODUCT TOTAL..:	40,180.86
ASSEMBLY.....:	17,000.00
DESIGN.....:	1,722.50
OTHER.....:	294.00
SALES TAX.....:	4,270.49
TOTAL.....:	63,467.85

ACCEPTED BY_____

DATE ACCEPTED_____

Attachment: 115253_PROPOSAL (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
71202282023

PURCHASE ORDER

VENDOR	HON COMPANY
NAME	C/O Campbell Keller
ADDRESS	200 Oak St.
	Muscatine, IA 52761-1109
PHONE	916.737.3300

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437

DELIVERY ADDRESS	
NAME	**Colusa County**
Contact	**Abigale Henderson**
Address	**321 5th St., Colusa, CA 95932**
PHONE	**530.458.0266** **FAX**

P.O. DATE	**REQUISITIONER**		**SHIP VIA**	**TERMS**
2/28/2023	Angela Gross			30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
			PRODUCT TOTAL for 321 5th Street, Colusa, CA		40,180.86

SUBTOTAL	40,180.86
CA Sales Tax 7.25%	4,270.49
Assembly/Install	17,000.00
Design	1,722.50
Other	294.00
TOTAL	63,467.85

BASED ON ATTACHED PROPOSAL
115253
CMAS CONTRACT # 4-13-71-0017D

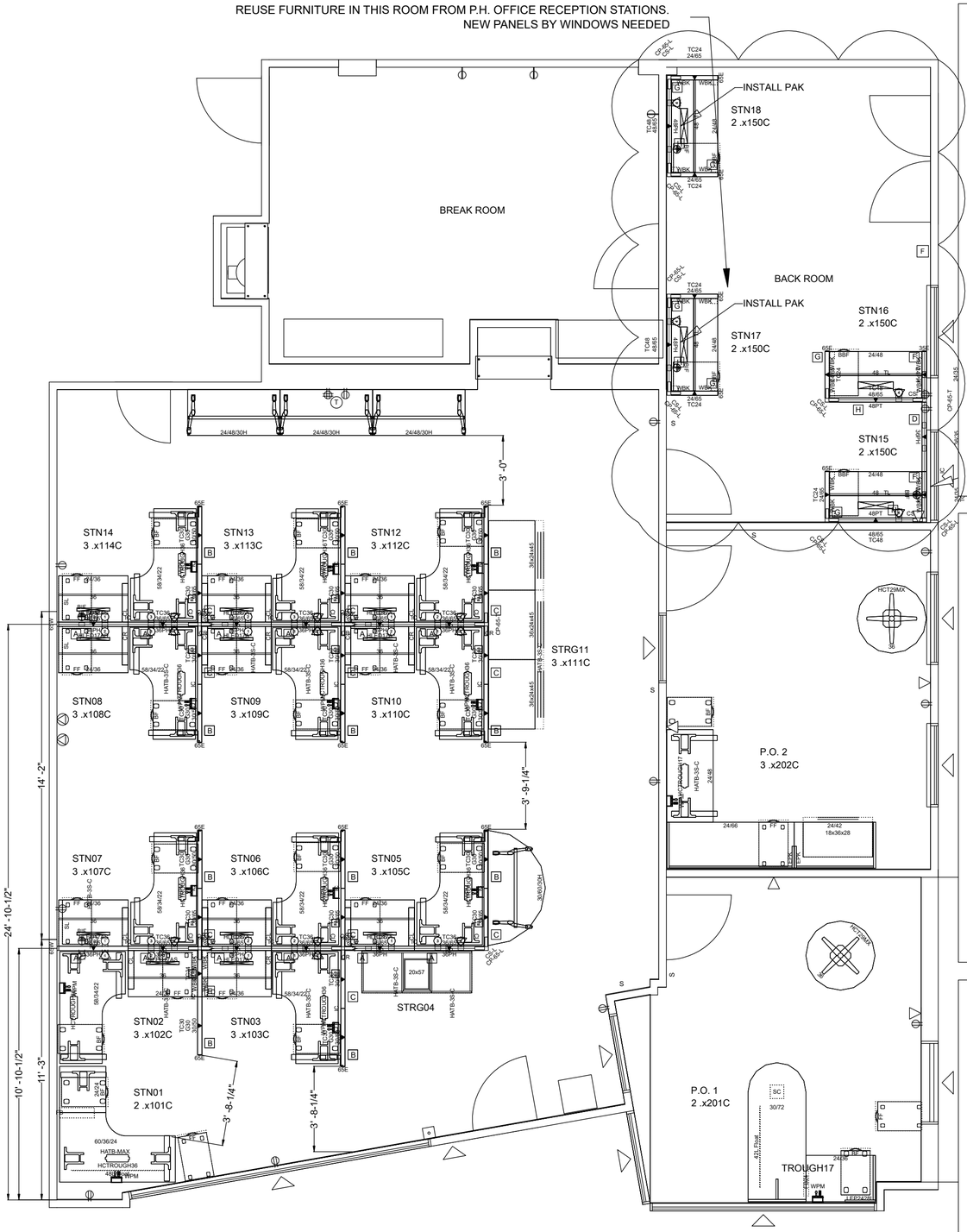
1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

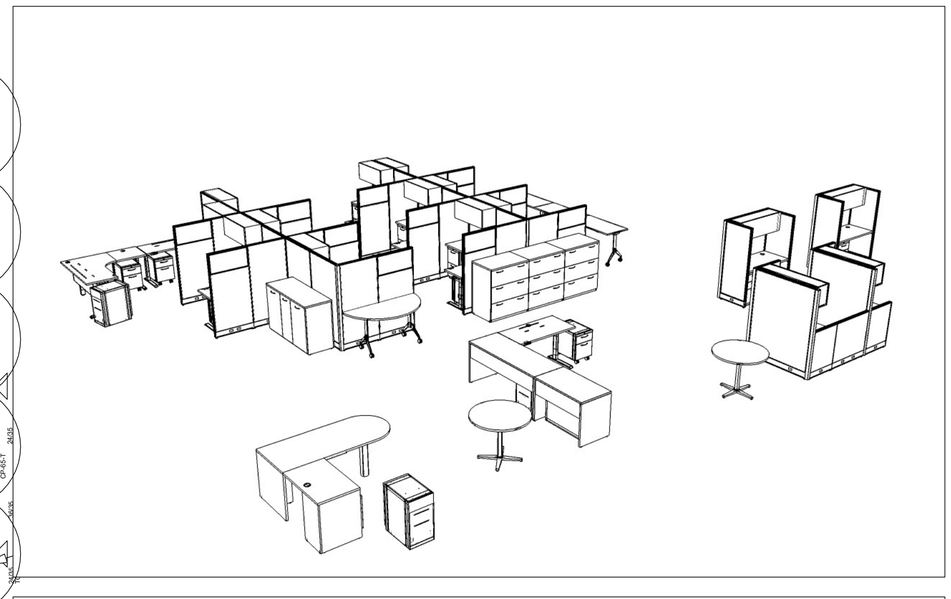
Angela Gross
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

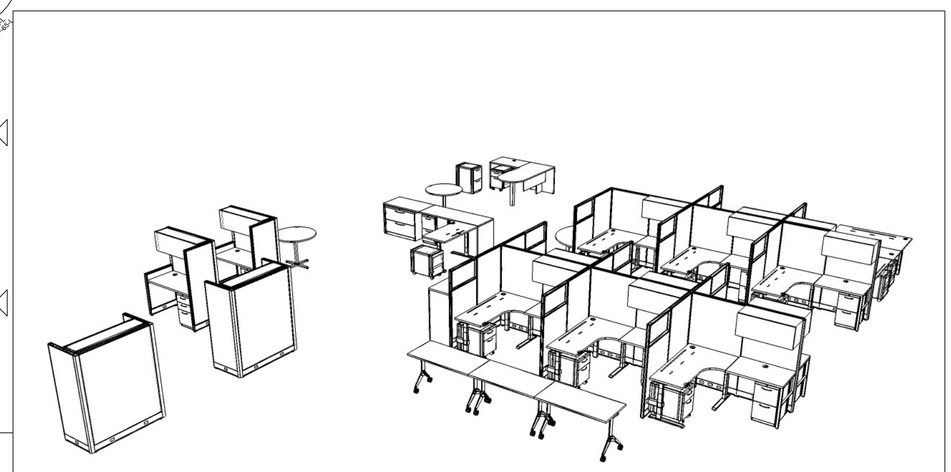
Authorized by Date

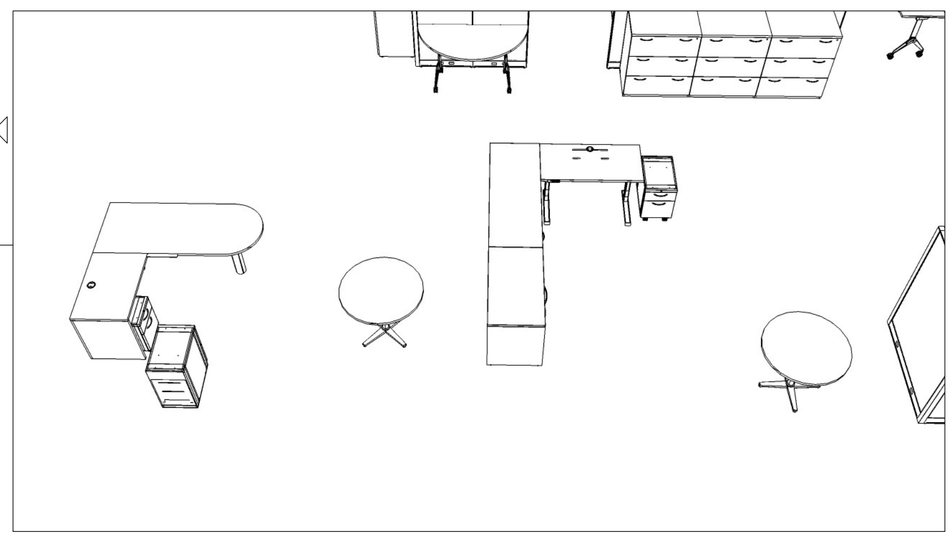
Attachment: PO 71202282023 5th Street (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)

REUSE FURNITURE IN THIS ROOM FROM P.H. OFFICE RECEPTION STATIONS.
NEW PANELS BY WINDOWS NEEDED









NOTE:
FURNITURE REQUIRES J-BOX NEAR BIF LOCATIONS. SEE ELECTRICAL PLAN FOR DIMENSIONS

OVERALL FURNITURE PLAN

SCALE: 1/4" = 1'-0"

CAMPBELL KELLER
Environments at Work
3041 65th Street, Suite 3
Sacramento, CA. 95820
Ph: 916.737.3300
Fax: 916.737.3305

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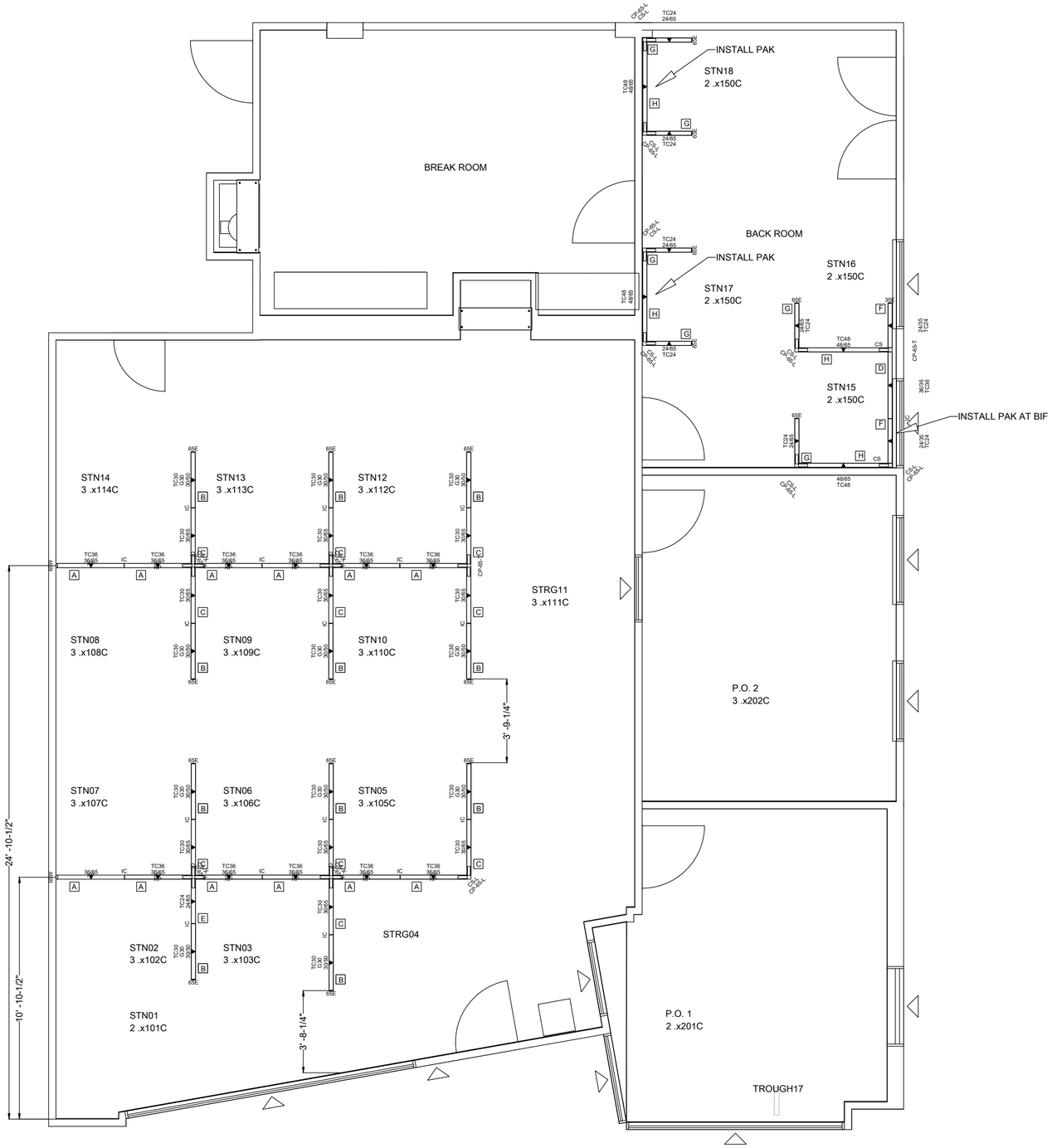
PROJECT
Colusa County
5th Street Renovation
321 Fifth Street
Colusa, CA 95932

DRAWING TITLE
OVERALL FURNITURE DRAWING

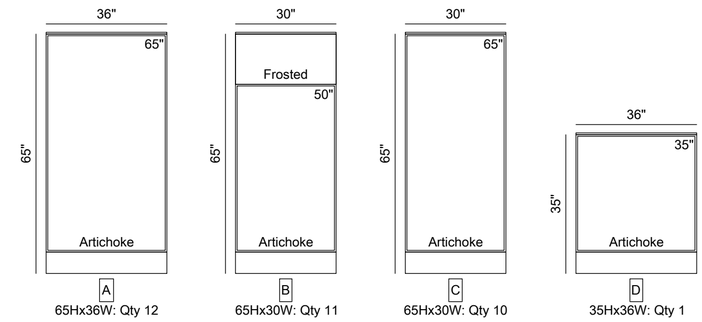
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Attachment: 115253 Colusa County - Final Install (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)



Panel Elevation



EXISTING PANELS IN BACK ROOM DISCONITNUED FABRIC ELEMENT - WARM BEIGE

PANEL PLAN

SCALE: 1/4" = 1'-0"

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PROJECT
Colusa County
5th Street Renovation
321 Fifth Street
Colusa, CA 95932

DRAWING TITLE
PANEL PLAN

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Attachment: 115253 Colusa County - Final Install (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)



Electrical Color Legend	
Electrical Component	2D Symbol in CET
In-Feed (Ceiling & Base)	BIF CIF - 144
Power Harness	36PH
Pass-Thru with Power Block	36PT
Pass-Thru without Power Block	36JC
Baserail to Beltline Jumper	No 2D Symbol
Duplex	
Data Symbols	F3 J5

ELECTRICAL PLAN

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

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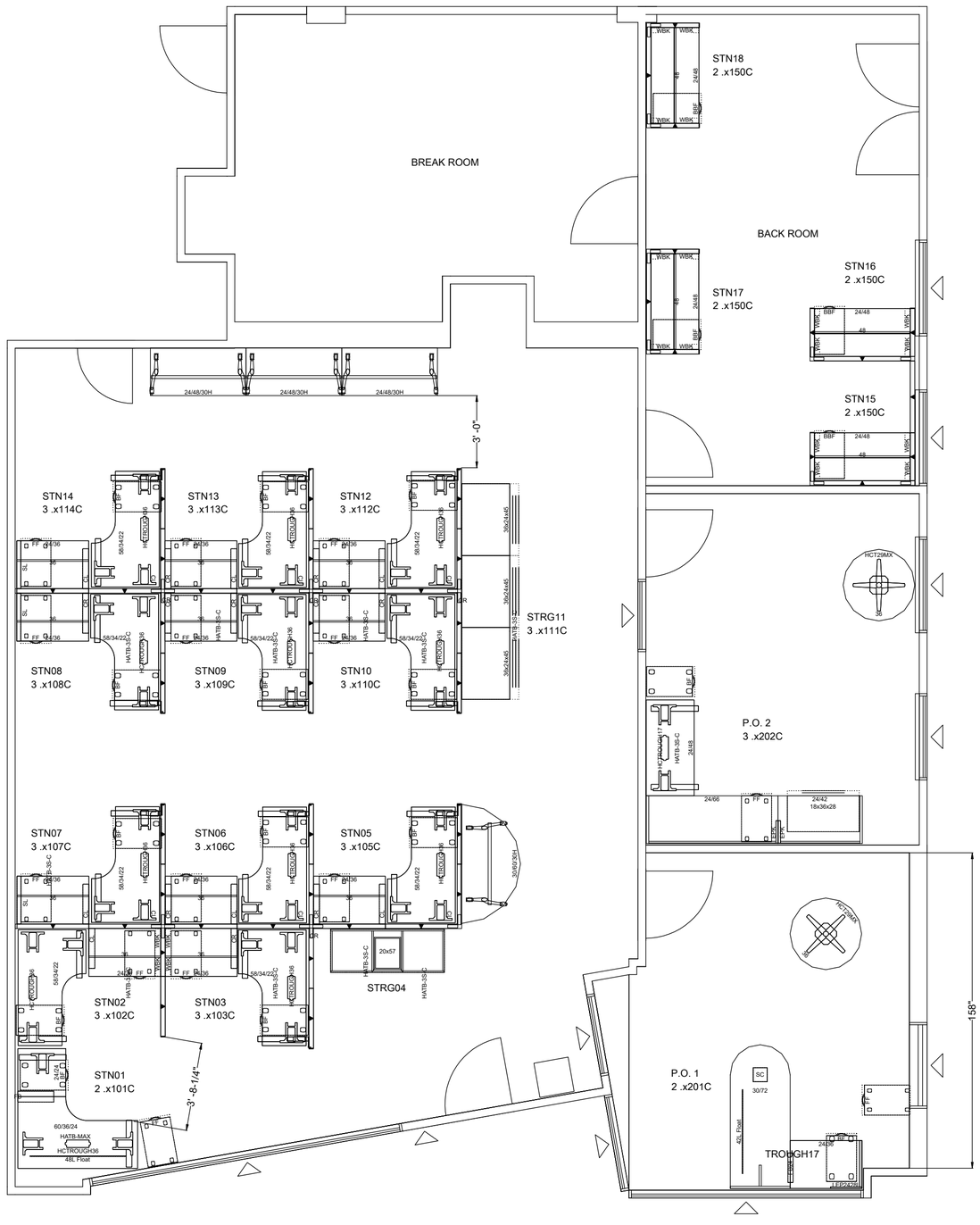
PROJECT
Colusa County
5th Street Renovation
321 Fifth Street
Colusa, CA 95932

DRAWING TITLE
ELECTRICAL PLAN

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Attachment: 115253 Colusa County - Final Install (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)



COMPONENT PLAN

SCALE: 1/4" = 1'-0"

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Sacramento, CA. 95820
Ph: 916.737.3300
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REVISIONS

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PROJECT
Colusa County
5th Street Renovation
321 Fifth Street
Colusa, CA 95932

DRAWING TITLE
COMPONENT PLAN

DRAWN BY	DR	DATE:	1/13/2023
REVIEWED BY	Enter text	DATE:	Enter text
APPROVED BY	Enter text	DATE:	Enter text
PROPOSAL NO.	115253		
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Attachment: 115253 Colusa County - Final Install (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)

CAMPBELL KELLER

Project: Colusa County - 5th Street Building
Open Office & Private Offices MSF

Proposal #: 115253 **CK Designer:** Diana Rubio

CODE/SPECIFICATION	DESCRIPTION	FINISH
MFG: HON **.APN11** Gr A Fabric Appoint - Artichoke **.P** Gr 1 Paint - Black **.R** Frosted Glass	Accelarate Monolithic Panel Framed Glass Stacker	
MFG: HON **.P** Gr 1 Paint - Black **A** Storage Pull Style - Arch Overhead: No pull **.P71** Gr 1 Paint - Black **.X** Standard Glide **.MEM** Memory Control	Worksurface Supports & Metal Storage  Height Adjustable 3-Stage C-Leg Bases	
MFG: HON **.LFW1** Gr 1 Laminate - Florence Walnut **.FW** Flat Edge - Florence Walnut **.P** Plastic Grommet - Black	Laminate Surfaces Modesty Panels	
MFG: HON **.STRM** Storm	2 Power / 2 USB Desk Clamp Module 	

APPROVED BY:_____ **DATE:**_____

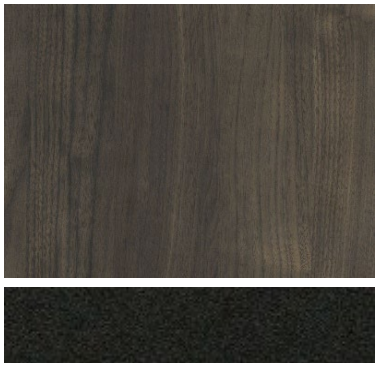
Note: Colors are representational and for reference only. Please refer to physical samp

Attachment: Colusa 5th Street Project -CK Finish Sheet (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)

CAMPBELL KELLER

Project: Colusa County - 5th Street Building
Open Office & Private Offices Ancillary

Proposal #: 115253 **CK Designer:** Diana Rubio

CODE/SPECIFICATION	DESCRIPTION	FINISH
MFG: HON **.N** No grommets **.LFW1** Gr 1 Laminate - Florence Walnut **.FW** Flat Edge - Florence Walnut **.C** Caster **.P** Gr 1 Paint - Black	Motivate Nesting Mobile Tables	
MFG: HON **.G** Smooth/Flat Edge **.FW** Flat Edge - Florence Walnut **.E / .J** Loop Pull - Satin **.LFW1** Gr 1 Laminate - Florence Walnut	Hospitality Credenza Laminate Storage 	
MFG: HON **.N** No grommet **.LFW1** Gr 1 Laminate - Florence Walnut **.FW** Flat Edge - Florence Walnut **.CBK** Gr1 Paint - Charblack	Arrange Private Office Round Tables on Glides	

APPROVED BY:_____ **DATE:**_____

Note: Colors are representational and for reference only. Please refer to physical sampl

Attachment: Colusa 5th Street Project -CK Finish Sheet (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)

CAMPBELL KELLER

Project: Colusa County - 5th Street Building
Back Room Stations MSF

Proposal #: 115253 **CK Designer:** Diana Rubio

CODE/SPECIFICATION	DESCRIPTION	FINISH
MFG: HON **.GN955** Gr A Fabric Element - Warm Beige **.P** Gr 1 Paint - Black	Existing Accelarate Monolithic Panel *Discontinued Fabric*	
MFG: HON **.APN11** Gr A Fabric Appoint - Artichoke **.P** Gr 1 Paint - Black	New 35"H Accelarate Monolithic Panel *Under Window*	
MFG: HON **.P** Gr 1 Paint - Black **A** Storage Pull Style - Arch Overhead: No pull	Worksurface Supports & Metal Storage 	
MFG: HON **.H** Gr 1 Laminate - Bourbon Cherry **.H** Flat Edge - Bourbon Cherry **.P** Plastic Grommet - Black	Laminate Surfaces	

APPROVED BY:_____ **DATE:**_____

Note: Colors are representational and for reference only. Please refer to physical samp

Attachment: Colusa 5th Street Project -CK Finish Sheet (8911 : Approve Purchase of DHHS Workstations for 321 5th Street Location)

COUNTY OF COLUSA, CA **2.10**

Request For County Board of Supervisors Action

MEETING DATE:	**February 28, 2023**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Angela Gross**
SUBJECT:	**Adopt Plans, Specifications and Working Details for Request for Bids for Runway 13-31 maintenance at Colusa County Airport**

Adopt plans, specifications and working details for a Request for Bids for Runway 13-31 maintenance at Colusa County Airport and authorize the Notice to Bidders be published.

Detailed Description/Background of request

Purchasing has received a request to solicit bids from qualified contractors for crack filling and slurry sealing of Runway 13-31 at the Colusa County Airport. This maintenance is necessary to preserve the integrity of the runway pavement and is phase two in the crack seal and slurry seal runway 13-31 project of the Airport Improvement Program. There will also be a change in runway numbers from "13-31" to "14-32".

The specifications of this Request for Bids (RFB) have been provided by Colusa County Airport engineering consultants, Brandley Engineering. Purchasing requests that the Board adopt the plans, specifications and working details of this RFB and authorize that the Notice to Bidders be published.

Prior Board Action

Approved contract with Brandley Engineering and AIP

Fiscal Impact/Funding Source

Budgeted (041-53180-000-0) Engineer's Estimate $98,050.

Action for the Clerk

Please publish the NTB in the Pioneer Review on March 2 & March 9.

ATTACHMENTS:

- Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (PDF)
- Updated 2-16-23 Colusa Slurry Seal and Remark Runway Phase 2 (PDF)
- Updated Notice To Bidders Crack Seal Slurry Seal Runway 13-31 (DOCX)

SPECIFICATIONS FOR

COLUSA COUNTY AIRPORT

Colusa, Colusa County, California

CRACK SEAL AND SLURRY SEAL
RUNWAY 13-31- PHASE 2

AIP NO. 3-06-0048-025-2023



FEBRUARY 2023

BRANDLEY ENGINEERING

6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · P. (916) 652.4725

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

SPECIFICATIONS FOR

COLUSA COUNTY AIRPORT
COLUSA, CALIFORNIA

CRACK SEAL AND SLURRY SEAL
RUNWAY 13-31– PHASE 2

AIP NO. 3-06-0048-025-2023

FEBRUARY 2023

PREPARED BY:

BRANDLEY ENGINEERING

LOOMIS, CALIFORNIA

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

SPECIFICATIONS FOR

COLUSA COUNTY AIRPORT
COLUSA, CALIFORNIA

CRACK SEAL AND SLURRY SEAL
RUNWAY 13-31 – PHASE 2

AIP NO. 3-06-0048-025-2023

COUNTY OF COLUSA
STATE OF CALIFORNIA

FEBRUARY 2023

MICHAEL AZEVEDO
DIRECTOR OF PUBLIC WORKS

CIVIL ENGINEER

Brandley Engineering
6125 King Road, Suite 201
Loomis, California 95650-8004
(916) 652-4725
Fax (916) 652-9029

SPECIFICATIONS FOR

COLUSA COUNTY AIRPORT
COLUSA, CALIFORNIA

CRACK SEAL AND SLURRY SEAL
RUNWAY 13-31 – PHASE 2

AIP NO. 3-06-0048-025-2023

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Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

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Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

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APPENDICES

APPENDIX A – Construction Safety and Phasing Plan (CSPP)

APPENDIX B – Required Submittals List

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

DIVISION I

ORGANIZATION OF SPECIFICATIONS

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

DIVISION I
ORGANIZATION OF SPECIFICATIONS

The Bid and Contract Documents are included in Division II of these specifications.

These specifications include the required Federal Provisions in Division III, including the FAA General Contract Provisions in Part A and the General Construction Items in Part B, which are taken from Advisory Circular 150/5370-10H, “Standards for Specifying Construction of Airports.” Also included in Division III are Part C, Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects, and Part D, Department of Labor Wage Determination.

The Special Provisions are included in Division IV.

The FAA Technical Provisions of this specification are included in Division V of these specifications and are based on Advisory Circular 150/5370-10H, "Standards for Specifying Construction of Airports." Those sections of these standard specifications applicable to the project have been included.

An Airport Construction Safety and Phasing Plan (CSPP) has been prepared to outline all safety issues related to the proposed construction. This CSPP is included in these specifications as Appendix A. The Contractor will be required to submit all reports designated in the CSPP and implement all safety measures set forth in this plan.

There will be no Quality Control (QC) requirements of the Contractor during the construction of this project. The Owner is responsible for Quality Assurance (QA) to confirm that all work has been performed in accordance with the plans and specifications. The Contractor is encouraged to provide quality control on all materials and construction operations to assure quality materials and conformance with specifications. A Required Submittals List has been included in these specifications in Appendix B.

DIVISION II

BIDDING AND CONTRACT DOCUMENTS

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

SECTION A

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the County of Colusa is requesting bids (RFB) for the Crack Seal and Slurry Seal Runway 13-31 – Phase 2, located at Colusa County Airport, AIP No 3-06-0048-025-2023, as more specifically detailed in the Scope of Work section of the Request for Bids (RFB). Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 2:00 p.m. on March 29, 2023 and then at said office publicly opened and read aloud.

BID SECURITY: Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bids. Bid securities shall be made in favor of the County of Colusa.

GENERAL WORK DESCRIPTION; CONTRACT TIME: The WORK, in general, consists of resealing of cracks, placing of a slurry seal coat, and remarking pavements on Runway 13-31 – 60' x 540' – changing runway numbers from "13-31" to "14-32".

.

This work shall be constructed in accordance with details as shown on the plans and described in the specifications for this project. All the work to be performed under this contract shall be completed within twenty **(20) working days**.

PRE-BID CONFERENCE: The County shall conduct a Pre-bid Conference on March 22, 2023 at 10:00 A.M. at the following location: Colusa County Airport, 2915 State Highway 20, Colusa, California.

OBTAINING CONTRACT DOCUMENTS: The bid must be made on the bid forms furnished by the County. The RFB and Bid forms are available on the County website at www.countyofcolusa.org in the Bids & RFP's section.

Each bid shall be enclosed and submitted in a sealed envelope, bearing the project name, the bidder's name, contractor's license type and number, and expiration date.

Any questions regarding the materials contained in the Contract Documents should be directed to the Public Purchase website. All responses will be posted to the Public Purchase website.

WAGE RATES: All labor on the project shall be paid the higher of the minimum wage rates as established by the U.S. Secretary of Labor, or the California Director of Industrial Relations. If a discrepancy exists between these two determinations, then all labor on the project shall be paid the higher of the two minimum wage rates.

FEDERAL PROVISIONS

Disadvantaged Business Enterprise – The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The County of Colusa, Colusa County Airport, has established a DBE goal of 28% race neutral. All prime contractors are required to make a good faith effort to find and utilize DBE subcontractors.

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein no later than 4:00 p.m. on the fourth business day following the date of bid opening.

(1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

(2) A description of the work that each DBE firm will perform;

(3) The dollar amount of the participation of each DBE firm listed under (1);

(4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal

(5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

(6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Title IV – Civil Rights Act – The County of Colusa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

AWARD

The County of Colusa reserves the right to reject any and/or all bids or to utilize any alternate procedures as authorized by California Public Contracts Code Sections 20166 and 20167, and accept such bids as are to the best interest of the County. The County reserves the right to waive an informality or irregularity on a bid. No bidder may withdraw his bid for a period of one hundred

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twenty (120) days after the date set for the opening thereof. The County reserves the right to waive any informality or irregularity in a bid. The County shall not assume any liability or costs incurred by Bidders should the award of contract be canceled due to lack of financing.

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SECTION B

INSTRUCTIONS TO BIDDERS

Notice is hereby given that sealed bids will be received by the County of Colusa at the County Board Clerk's Office, 547 Market St., Suite 102, Colusa, California 95932, at the time set forth in the Notice to Bidders for the furnishing of all required tax, labor, material, transportation, and equipment necessary for the construction of all work covered by AIP No. 3-06-0048-025-2023, Crack Seal and Slurry Seal Runway 13-31 – Phase 2, at Colusa County Airport, all in accordance with the plans and specifications on file with the County of Colusa, to which bidders are particularly referred.

Immediately after the time set for opening of bids, the proposals will be publicly opened and read at the County Board Clerk's Office, 547 Market St., Suite 102, Colusa, California and will be referred to and considered by the Board of Supervisors at a scheduled regular meeting. Any bid received after the time specified will be returned to the bidder unopened.

1. SCOPE OF PROJECT

The work to be done under this contract consists of furnishing all materials, plant and equipment, and performing all necessary labor in accordance with the prepared plans, specifications, and special provisions as directed by the County or its authorized representative, as follows:

- Seal cracks, place a slurry seal coat, and remark pavements on Runway 13-31 (Phase 2) – 60' x 540'.
- Change runway numbers from "13-31" to "14-32".
- Furnish and install new directional sign panels.

2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten and the BID FORM must be fully completed and executed when submitted. Only one copy of the BID FORM is required.

Each bid must be submitted in a sealed envelope, addressed to the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932. Each sealed envelope containing a BID must be plainly marked on the outside as **"BID FOR COLUSA COUNTY AIRPORT, CRACK SEAL AND SLURRY SEAL RUNWAY 13-31- PHASE 2, AIP NO. 3-06-0048-025-2023"** and the envelope should bear on the outside the name of the BIDDER, his address, and his contractor's license number, and a statement, "DO NOT OPEN UNTIL THE TIME OF BID OPENING".

3. OWNER'S ACCEPTANCE OF BIDS

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 120 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons.

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited or otherwise included in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the proposal to a prospective bidder.

c. Contractor default under previous contracts with the Owner.

d. Unsatisfactory work on previous contracts with the Owner.

Any one or more of the following causes may be considered as sufficient for disqualification of a BIDDER and rejection of his proposal or proposals:

a. More than one proposal for the same work from an individual, partnership or corporation.

b. Evidence of collusion among BIDDERS. Participants in such collusion will receive no recognition as BIDDERS for any future work of the OWNER until such participant shall have been reinstated as a qualified BIDDER.

c. Lack of competency and adequate machinery, plant or other equipment, as may be revealed by financial statement if required.

d. For unsatisfactory performance record as shown by past work for the OWNER, judged from the standpoint of workmanship and progress.

e. Prior commitments or obligations which in the judgement of the OWNER might hinder or prevent the prompt completion of the work.

f. Failure to pay, or satisfactorily settle, all payments due for labor or materials on former contracts in force at the time of letting the BID.

g. Failure to comply with any qualifications regulation of the OWNER.

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h. Omission of proposal guaranty.

Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price of each pay item listed in the proposal, except in the case of authorized alternate pay items for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

A BIDDER who claims a mistake in his BID must follow the procedures in Public Contract Code Division 2, Part 1, Chapter 5 et seq in seeking relief of his or her BID.

4. LOCAL CONDITIONS

Bidders are notified that they must carefully examine the Plans and Specifications, annexed forms of Proposal, Federal Provisions, and Contract and thoroughly familiarize themselves with all State and other laws pertaining to this improvement. They must also examine and judge for themselves as to the location and character of the proposed work, the amounts and quality of the materials to be required, the work to be done, the probable soil classification, and other features to be encountered. No allowance will be made to any bidder because of lack of such examination or knowledge. Bidders will be permitted to make such tests and examinations as they deem necessary to determine the character of the material which will be encountered in excavation. Such tests and examinations shall not interfere with airport operations and shall have prior approval of the Owner.

If any bidder is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from, the drawings or specifications, he/she may submit to the Design Engineer a written request for a clarification or correction thereof not later than five (5) business days before the date bids will be opened. The person submitting the request will be responsible for its prompt delivery. Any clarification or correction will be made by written addendum, which shall be mailed or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the Contract Documents.

The Contract Documents contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

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Any addenda issued before the time in which to submit bids expires shall form a part of the Contract Documents and shall be covered in the bid. Each bidder shall confirm receipt of any and all addenda in the space provided in Paragraph 1 of the bid form.

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for.

5. EXISTING FACILITIES

The airport will be closed during the construction of this project. The Contractor's attention is directed to the fact that the existing airport facilities must be kept clean and that all work must be completed within the 20 working days allowed in order that the airport can return to normal operations as soon as possible. The Contractor shall be required to plan and coordinate his/her work with the Resident Project Representative (RPR) in such a manner as to ensure safety and a minimum of hindrance to the public. All construction and access to the construction must be confined to the limits designated by the RPR.

6. ESTIMATE OF QUANTITIES

An estimate of quantities of work to be done and materials to be furnished under these Specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the Contract. The Owner does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications and accepted by the Owner. It is understood that the quantities may be increased or decreased as hereinafter provided in Section 90, *Measurement and Payment*, without in any way invalidating the unit bid prices.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the DRAWINGS and SPECIFICATIONS including ADDENDA. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

7. BIDDER'S QUALIFICATIONS

Each bidder shall furnish the Owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder’s past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the Owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder’s financial resources and liabilities as of the last calendar year or the Contractor’s last fiscal year. Such statement or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her

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financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that he is pre-qualified with the State Highway Division and is on the current "Bidder's List" of the state in which the proposed work is located. Such evidence of State Highway Division pre-qualification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified.

The bidders shall submit evidence of competency and evidence of financial responsibility to the Owner with their bids.

8. CONTRACTOR'S LICENSE

It is not required that bidders hold a valid contractor's license at the time of bidding. It is, however, required that prior to award of a contract a Contractor hold a valid contractor's license of a class corresponding for the work to be done in accordance with the State Contractor's License Law requirements under the provisions of Chapter 791, Statutes of California, 1929, as amended.

9. SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the Owner. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization not less than 30 percent of the total contract cost, except that any items designated by the Contractor and approved by the Owner as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under contracts and bonds.

10. IDENTIFICATION OF SUBCONTRACTOR BY BIDDERS

The Bidder shall include in his/her proposal for the work the name, location of the place of business, and California contractor's license number of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the general contractor's total bid, and the portion of the work which will be done by each subcontractor. An inadvertent error in California Contractor License Number shall not be grounds for filing a bid protest or ground for considering the bid nonresponsive as long as the corrected Contractor's License Number is submitted to the County by the prime contractor within 24 hours of the bid opening.

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11. FORM OF PROPOSAL

All proposals must be submitted on the form furnished herewith and bound herein, and in addition to the necessary unit price items to make a complete bid, all blanks giving general information must be filled in and the bid signed by the Contractor or his/her duly authorized agent.

Proposals for the project described in Paragraph 1 of this section must be enclosed in a sealed envelope plainly addressed and marked as set forth in the Advertisement for Bids and must be on file prior to the time of opening of bids.

Each BID must be accompanied by a Bid Bond payable to the OWNER for ten percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified or cashier's check may be used in lieu of a Bid Bond.

Attorney's-in-Fact who sign Bid Bonds must file with each bond a certified and effective dated copy of their power of attorney.

All bidders must submit with their bids a list of their proposed subcontractors in compliance with Sections 4100-4113 of the Government Code of the State of California. Forms for this designation are furnished in the Contract Documents.

12. BASIS OF AWARD

The contract, if awarded, will be awarded to the lowest responsive and responsible bidder who is in compliance with these instructions and the Notice to Bidders, provided the bids are reasonable and it is to the interest of the Owner to accept them. If the bid form contains additive and/or deductive alternates, the Owner, for cost considerations, may select additive and/or deductive alternates before determining the lower bidder. The competency and the responsibility of bidders and of their proposed subcontractors will be considered in making the award of the bid. The Owner reserves the right to reject any or all bids, to waive irregularities not affecting substantial rights, and to delay the award pending approval of the Federal Aviation Administration.

The award of this project is contingent upon a grant offer from the Federal Aviation Administration and acceptance of the grant offer by the County of Colusa.

In case of conflict in the proposal between unit price bid and the extended total, the unit price bid shall govern. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The basis of the award is subject to all conditions as contained in these specifications. It is understood and agreed that all equipment and material items shall be in stockpile under immediate control of the Contractor prior to the time they will be needed to complete the work at the Airport.

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The contract award will be made within one hundred twenty (120) calendar days after the date set for the opening of the bids. The Contractor shall commence work within ten (10) calendar days after the date set by the County of Colusa in the written Notice to Proceed to the Contractor.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The party to whom the Contract is awarded will be required to meet the insurance requirements as specified in the CONTRACT DOCUMENTS and provide proof of carriage of insurance on the specified format prior to execution of the Agreement.

The Owner, within 10 days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within 10 days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and the CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the 10-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein. The CONTRACT will not be awarded to anyone on the debarred list of Contractors.

13. CONTRACT BONDS

Upon receipt of written notice of award of the contract and not more than ten (10) calendar days thereafter, the Contractor shall furnish the following bonds with power of attorney issued by a surety licensed to do business in the State of California. The form of the bonds shall be acceptable to the Owner:

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a. Faithful Performance Bond in a sum equal to one hundred percent (100%) of the amount of the contract awarded. This bond shall be made payable to the County of Colusa to guarantee the faithful performance of the contract.

b. Payment Bond in a sum equal to one hundred percent (100%) of the amount of the contract awarded. This bond shall be made payable to the County of Colusa to guarantee the payment of all labor, materials, rentals, etc. This bond shall have specific provisions to assure payment of all unemployment contributions which become due and payable.

Attorney's-in-Fact who signs Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

14. WORKER'S COMPENSATION INSURANCE

The Contractor shall provide worker's compensation insurance, as required under the laws of the State of California, protecting the employees on the work, and shall pay all premiums due thereunder.

15. PUBLIC LIABILITY INSURANCE

For insurance requirements see "Insurance Requirements" included in Item 70-21 of Division III, Part A, General Contract Provisions, of these specifications.

16. CONTRACT TIME

The Contractor shall begin work within ten (10) days after the date set in the written Notice to Proceed by the Owner and shall diligently prosecute same to completion for all of the proposed construction.

The contract time for the completion of the total project shall be 20 working days beginning on date of written Notice to Proceed.

17. LIQUIDATED DAMAGES

If the Contractor refuses or fails to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of Three Thousand Two Hundred Dollars ($3,200.00) for each calendar day subsequent to the time specified and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

18. SHOP AND MANUFACTURER'S DRAWINGS

The successful bidder shall submit to the Engineer five (5) hard copies or an electronic PDF of the name of manufacturers, catalog numbers, and shop drawings of each item of equipment he proposes to furnish and install under this contract. These submittals shall be made to the Engineer prior to or at the Preconstruction Conference.

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19. U.S. DEPARTMENT OF LABOR POSTERS

U.S. Department of Labor Posters, Form SOL-155 (10-54), together with the applicable minimum wage rates, as determined by the Secretary of Labor for this project, shall be posted in a prominent place at the site of the work. The name of the FAA District Airport Engineer whom workers may contact in the event they have reason for complaint shall be placed in the box in the middle of the poster. Copies of this poster can be obtained from local Labor Department offices or at the U.S. Department of Labor website at http://www.dol.gov/osbp/sbrefa/poster/main.htm.

20. PAYMENTS

Progress payments shall be made at least once each month as the work progresses. These progress payments shall be based on work accomplished during the previous working month, based on the various contract bid items and the unit bid prices included in the Bid Schedule submitted by the Contractor with his/her bid. In applying for payments, the Contractor shall submit a statement based on this schedule. Payment will be made only for material and work actually incorporated in the work, except as allowed in Article 90-07, Payment for Materials on Hand, of the General Contract Provisions of these specifications. A suggested form for this progress payment follows:

MONTHLY PROGRESS PAYMENT FORM

NAME OF JOB _____

CONTRACTOR _____

Statement as of _____

Item No.	Description*	Unit	Unit Price	Bid Quantity	Bid Amount	Quantity Complete	Amount Due	Percent Complete
TOTAL CONTRACT PRICE					$		$	
Change Order No. _____								
REVISED CONTRACT PRICE							$	
Total earned to date							$	
Less 5% Retention								
Total amount due							$	
Less previous payments								
AMOUNT DUE THIS PAYMENT							$	

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Submitted by: Approved by:

_____ _____

*List contract items which comprise the total of the bid as shown in the proposal.

21. WITHHOLDING

Owner shall withhold from each payment due the Contractor five percent (5%) of the amount claimed. This 5% of the payment shall be withheld until final acceptance of the total project is given by the Owner, by the Engineer, and by the FAA. After final acceptance of the project is given and the Contractor has submitted acceptable release of all liens, red-lined drawings showing the "as-built" condition of the completed project, and all items listed in Article 90-11, Contractor Final Project Documentation of the General Contract Provisions of these specifications, then the Owner shall release for payment the 5% retention. Owner will make such final payment of retention within thirty-five (35) days of recording of the final acceptance of the project by the County Recorder and submittal of release of liens, red-lined as-built drawings, and all other Contractor Final Project Documentation.

22. DEFINITIONS

Whenever in the specifications or on the drawings the word directed, required, permitted, designated, ordered, or words of like import are used, it shall be understood that the direction, requirement, permission, designation or order of the County of Colusa is intended; and, similarly, the words approved, satisfactory, suitable, acceptable, or words of like import, shall mean approved by the representative of the County of Colusa authorized to express such approval.

23. LEGAL REQUIREMENTS

The Bidder's special attention is directed to the requirements set forth in Part B of Division III, Federal Provisions, Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects. The contract shall include all of the requirements set forth in this section. The contractor shall insert these contract provisions in each contract and subcontract and further require that the clauses be included in all subcontracts.

24. WAGE RATES

All labor on the project shall be paid no less than the minimum wage rates as established by the U.S. Secretary of Labor. Further, pursuant to California Labor Code Section 1770, the California Director of Industrial Relations has specified the general prevailing wage rates for all public projects in California. The wages to be paid to all workers on such projects shall not be less than those specified in such wage rate determination. The higher of the two rates shall be paid.

The wage rates specified by the U.S. Secretary of Labor are included in Part C of Division III, to the Federal Provisions and are available online at www.wdol.gov/dba.aspx#0.

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In accordance with Senate Bill 854 (SB 854), all contractors submitting a bid for this project must be registered with the Department of Industrial Relations (DIR). All contractors and subcontractors who bid and work on any District-awarded public works project must be registered.

25. TAXES

Bidders shall have included in their bids any and all Federal, State and local taxes of whatever nature in connection with material to be furnished to the County. Absolutely no extras shall be allowed for such by the County. The successful bidder will be required to obtain a Business Tax Certificate from the County of Colusa prior to commencing work under a contract with the County. Failure to obtain the Tax Certificate within five (5) days of the AWARD OF CONTRACT will be cause for termination of the Contract or the contract process if not yet fully executed.

26. CONTRACT DOCUMENTS

The form of agreement which the successful bidder, as Contractor, will be required to execute and the form of bonds which he will be required to furnish are included in the Contract Documents and should be carefully examined by each bidder. The agreement and bonds will be executed in two (2) original counterparts. The complete contract consists of the Contract Documents as defined in the agreement, and are intended to cooperate and be complementary so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper execution of the work.

27. DECLARATION FOR FINAL PAYMENT

After the completion of the work of this contract, the Contractor shall file with the County his declaration under penalty of perjury stating that all workers and persons employed, all firms supplying the materials and all subcontractors upon the project, have been paid in full and that there are no bills outstanding against the project for either labor or materials except certain items, if any, to be set forth in detail in the declaration. The filing of such declaration by the Contractor and the submittals referred to in Section 90-11 of the General Contract Provisions shall be a condition precedent to Contractor's receipt of the final payment on this contract.

28. ADMONITION

All bidders hereby are advised that the County of Colusa has adopted General Provisions for this work which differ substantially from the general provisions provided for private projects or projects undertaken by other governmental agencies. Contractors are admonished to carefully read the General Contract Provisions, as well as the special conditions and technical provisions, and are advised that the General Contract Provisions shall be enforced strictly.

**** END OF SECTION ****

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SECTION C * BID DOCUMENTS

BIDDER'S CHECKLIST

COLUSA COUNTY AIRPORT * CRACK SEAL AND SLURRY SEAL
RUNWAY 13-31 – PHASE 2
AIP NO. 3-06-0048-025-2023

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS. Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column for bids to be considered responsive.

REQUIRED

[X] 1. **BID FORM,** PAGES C-2 THRU C-6
[X] 2. **BID SCHEDULE,** PAGES C-7 THRU C-8
[X] 3. **BID DEPOSIT** attached to front of Proposal in the form of:
[ ] Certified Check [ ] Bidder's Bond (Pages C9 – C10)
[ ] Cashier's Check [ ] Irrevocable Letter of Credit
[ ] Certificate of Deposit
[X] 4. **DESIGNATION OF SUBCONTRACTORS**, PAGE C-11
[X] 5. **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS,** PAGES C-12 THRU C-14
[X] 6. **PROHIBITION OF SEGREGATED FACILITIES**, PAGE C-15
[X] 7. **BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE**, PAGE C-16
[X] 8. **CERTIFICATES REGARDING DEBARMENT,** PAGE C-17
[X] 9. **TRADE RESTRICTION CERTIFICATION**, PAGES C-18 THRU C-19
[X] 10. **CERTIFICATION REGARDING LOBBYING**, PAGE C-20
[X] 11. **NONCOLLUSION AFFIDAVIT**, PAGE C-21
[X] 12. **CERTIFICATION OF BUY AMERICAN COMPLIANCE**, PAGES C-22 THRU C-23
[X] 13. **CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS** PAGE C-24
[X] 14. **CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS,** PAGE C-25
[X] 15. **DBE INFORMATION** – The following shall be submitted by the three lowest bidders no later than 4:00 p.m. on the fourth business day following the date of bid opening to remain eligible for award:
[X] **DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**, PAGE C-26
[X] **LETTER OF INTENT**, PAGE C-27
[X] **BIDDER'S LIST**, PAGE C-28

SUBMITTED BY:
Name of Company_____ Contact Name_____

Address_____City_____State_____Zip_____

Email_____Phone No._____ Fax No._____

Documents required on the checklist but not included may render your bid non-responsive and ineligible for award. Bids received by the County of Colusa by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.

SUBMIT THIS SHEET AS PART OF YOUR BID.

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BID FORM

Bid Opening Date: March 29, 2023
Hour of Bid Opening: 2:00 P.M.

Place of Bid Opening:
County of Colusa Board Clerk's Office
547 Market Street, Suite 102
Colusa, California 95932

Pre-Bid Conference Date: March 22, 2023
Hour of Pre-Bid Conference: 10:00 A.M.

Place of Pre-Bid Conference:
Colusa County Airport
2915 State Highway 20
Colusa, California

TO: The County of Colusa, State of California:

The undersigned bidder declares that he has carefully examined the Plans and Specifications, Instructions to Bidders, General Conditions, Contract Form and Bond Forms including Addenda No.(s) _____ to the project described as follows:

COLUSA COUNTY AIRPORT
COLUSA, CALIFORNIA
CRACK SEAL AND SLURRY SEAL RUNWAY 13-31 – PHASE 2
AIP NO. 3-06-0048-025-2023

The County shall conduct a Pre-bid Conference on March 22, 2023 , at 10:00 A.M. at the following location: Colusa County Airport, Colusa, California. All interested bidders are invited to attend.

The undersigned bidder further declares that he has made an examination of the site of the proposed work and has made such investigations as are necessary to determine the character of the materials to be handled, the probable interference due to airport operations and other conditions to be encountered, independently of the indications of the Plans, that he has examined the Schedule of Wages of the U.S. Department of Labor and the general prevailing wage rates for all public projects of the State of California and hereby accepts the same and certifies that the higher of the two rates shall be paid for labor connected with this project. That if this proposal is accepted, he will contract with the County of Colusa, in the form of Contract hereto annexed; will, to the extent of his bid, provide any and all necessary machinery, tools, and apparatus, and other means of construction; and will furnish all material and labor as specified or called for by the plans as is necessary to complete the work in the manner specified and in accordance with the requirements of the County of Colusa.

In the performance of this project, the undersigned agrees to abide by all of the Contract requirements contained in the Specifications and all documents. It is further certified that the Schedule of Wages contained in the project specifications have been examined and the prices bid in this proposal are based on the higher of the two above-mentioned schedules.

SUBMIT THIS SHEET AS PART OF YOUR BID.

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

The undersigned agrees that he will order all materials and equipment under this contract and will commence work within ten (10) days after receiving written notice to proceed and that he will complete the work within twenty (20) working days of written Notice to Proceed.

The undersigned further agrees that should he fail to complete any segment of work in the time specified, he will pay liquidated damages in the amount of $3,200 for each consecutive calendar day thereafter to the County as prescribed in these specifications.

The undersigned further declares that this proposal is made according to the provisions and under the terms of the contract documents bound herewith; and in accordance with the accompanying plans, which plans and the aforementioned contract documents are hereby made a part of this proposal.

The bidder further declares that he will accept the unit prices and/or lump sum prices as hereinafter written in the Bid Schedule of this proposal as full payment for the proposed work.

It is understood that the award of this project is contingent upon a grant offer from the Federal Aviation Administration and acceptance of the grant offer by the County of Colusa.

It is understood that County reserves the right to reject this proposal and that it shall remain open and not be withdrawn for a period of one hundred twenty (120) days from the date prescribed for its opening.

It is understood that the County reserves the right to increase or decrease the quantities of items bid in the contract with no change in the unit prices bid, provided the change in a major item (20 percent of total bid) does not exceed 25 percent.

Attached hereto and incorporated herein, in compliance with Section 4100-4113 of the Government Code of the State of California, is a "Designation of Subcontractors."

It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within one hundred twenty (120) days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to County in accordance with the proposal as accepted, together with the insurance documents specified in Insurance Requirements for Contractors of these specifications, and will also furnish and deliver to County the Performance Bond and Payment bond as herein specified, all within ten (10) days after personal delivery or deposit in the mails, as the case may be, of the notification of award and that the work under the contract shall be commenced by the undersigned bidder on the date to be stated in County's notice to proceed, and shall be completed in the time specified in the agreement for construction or any modification thereto duly made by change order.

Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below:

_____

_____

_____

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The undersigned bidder declares that this proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal and has not directly or indirectly colluded or agreed with any bidder or anyone else to put in a sham proposal or to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix his bid price or the bid price of any other bidder, or to fix any overhead, profit or cost advantage against the County or anyone interested in this proposed contract; that the only persons or parties interested in this proposal as principals are those named herein; that all statements contained in this proposal are true; that the undersigned bidder has not directly, or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any other person, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

Accompanying this proposed bid is _____ (insert words, "cash," "cashier's check," "certified check," or "bidder's bond," as the case may be) of the (name of surety if bid bond submitted) in an amount equal to at least ten percent (10%) of total of the bid. If the enclosure is a check or bond, it is made payable to the County of Colusa.

The names of all persons interested in the foregoing proposal as principals are as follows: (Stockholders and limited partners need not be listed unless they are officers or employees of the corporation or limited partnership. All general partners and corporate officers shall be listed. If a stockholder or partner is a firm, list the principles of that firm, as stated herein.)

(If bidder or other interested person is a corporation, it must furnish a certificate attesting to corporate existence and authority of officers to sign contracts and other documents. State legal name of corporation, names of the president, secretary, treasurer, and manager thereof.)

NAME	BUSINESS ADDRESS	INTEREST (owner, partner, etc.)

Attach additional sheets if necessary

SUBMIT THIS SHEET AS PART OF YOUR BID.

By submission of a bid, a bidder certifies possession of duly issued and valid Contractor's license issued by the State of California will be obtained prior to award of the contract, which license authorizes bidder to contract to perform the type of work required by the specifications.*

Licensed in accordance with an Act providing for the Registration of Contractors:

License No.: _____

Class of License: _____

DIR Registration No._____

Name and Relationship to Bidder of Licensed Firm or Individual:

License Holder: _____

Relationship to Bidder: _____

*If bidder does not hold a valid contractor's license at the time of bidding, leave these lines blank. At the time of award of the contract the apparent low bidder shall be required to hold a valid contractor's license and to submit this information to the Owner.

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Signature of Bidder:

_____ _____

CONTRACTOR Street Address

Sign here: _____

City, State & Zip

_____

By: _____

Type Name

-AND-

Sign here: _____

Telephone (Include Area Code)

_____ _____

By:_____ Email Address

Type Name

(CORPORATE SEAL)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation and a corporate seal; if bidder is a copartnership, the true names of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above.

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COLUSA COUNTY AIRPORT
COLUSA, CALIFORNIA

CRACK SEAL AND SLURRY SEAL RUNWAY 13-31 – PHASE 2

AIP NO. 3-06-0048-025-2023

BID SCHEDULE

Item No.	Estimated Quantity	Item Description and Unit Price	Unit Price	Item Total
1	1 LS	Mobilization (C-105)* _____Dollars and_____Cents Lump Sum	$_____	$_____*
2	1 LS	Marking and Lighting of Closed Airport Facilities (C-106) _____Dollars and_____Cents Lump Sum	$_____	$_____
3	2,000 LF	Joint Sealing Filler (P-605) _____Dollars and_____Cents per Linear Foot	$_____	$_____
4	10,500 SF	Surface Preparation – Marking Removal (P-620) _____Dollars and_____Cents per Square Foot	$_____	$_____
5	18,200 SF	Marking (P-620) _____Dollars and_____Cents per Square Foot	$_____	$_____

*Mobilization shall be limited to 10 percent of the total bid.

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Item No.	Estimated Quantity	Item Description and Unit Price	Unit Price	Item Total
6	1,650 LB	Reflective Media (P-620) _____Dollars and_____Cents per Pound	$_____	$_____
7	5 TON	Emulsified Asphalt for Slurry Coat (P-626) _____Dollars and_____Cents per Ton	$_____	$_____
8	20 TON	Aggregate (P-626) _____Dollars and_____Cents per Ton of Dry Aggregate	$_____	$_____
9	9 EACH	Airfield Guidance Sign Panel Replacement – 3 Module (L-125) _____Dollars and_____Cents per Each	$_____	$_____
		TOTAL BID AMOUNT	$_____	

Total Bid Amount (In Words): _____

_____

_____Dollars

NOTES:

1. **In the event the product of a unit price and an estimated quantity do not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.**
2. **In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.**

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BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,as Principal, and_____ _____, as Surety, are held and firmly bound unto the County of Colusa, State of California, (hereinafter called "County") in the sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of_____ _____ ($_____). The condition of this obligation is such that a bid to County for certain construction specifically described as follows, for which bids are to be opened on _____, 2023, has been submitted by Principal to County:

(Copy here the exact description of work, including location, from bid form):

_____.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with County, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force, virtue and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In the event suit is brought upon said bond by County and Judgment is recovered, then Surety shall pay all costs incurred by County in such suit, including a reasonable attorneys' fee to be fixed by the Court. Death of the Principal shall not relieve Surety of its obligations hereunder.

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IN WITNESS WHEREOF, we have hereunder set our hands and seals on this ____day of _____, 2023.

_____(SEAL)

_____(SEAL)

_____(SEAL)

PRINCIPAL

_____(SEAL)

_____(SEAL)

_____(SEAL)

SURETY

_____

_____

NOTE:

Signatures of those executing for Surety must be properly acknowledged, and a power of attorney attached.

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DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 et seq. of the Government Code of the State of California, and any amendments thereof, the undersigned bidder has set forth below:

(a) The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned in or about the construction of the work to be performed hereunder, or a subcontractor licensed by the State of California, who, under subcontract to the undersigned, will specifically fabricate and install a portion of said work according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the undersigned's total bid; and

(b) The portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent (0.5%) of the undersigned's total bid. The undersigned shall list only one subcontractor for each such portion.

(c) An indication as to which subcontractors or suppliers are DBE.

Note: When there is a failure to list a subcontractor, the law provides that the prime Contractor agrees to do the work himself, and that said prime Contractor agrees that he is fully qualified to perform such work.

Portion of Work	Percent of Total Contract	Subcontractor	Address	License No.*	DIR No.

By_____
(Bidder's Signature)

*An inadvertent error in California contractor license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive as long as the corrected Contractor's license number is submitted to the County by the prime contractor within 24 hours of the bid opening.

*If subcontractor does not hold a valid contractor's license at the time of bidding, leave this column blank. At the time of award of the contract the subcontractor shall be required to hold a valid contractor's license.

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CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS
(SEE SECTION 20-02 OF THE FAA GENERAL CONTRACT PROVISIONS)

The undersigned bidder certifies that he/she is, at the time of bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents. Bidder further certifies that he/she is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements, the bidder represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that he/she is aware of such peculiar risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction with the respect to such hazards.

LIST OF SIMILAR PROJECTS:

1. Project Name:_____
   Owner:_____
   Construction Cost:_____
   Construction Time:_____ Calendar Days
   Owner's Representative:_____
   Owner's Telephone No.:(___)_____
   Date of substantial or final completion:_____

2. Project Name:_____
   Owner:_____
   Construction Cost:_____
   Construction Time:_____ Calendar Days
   Owner's Representative:_____
   Owner's Telephone No.:(___)_____
   Date of substantial or final completion:_____

3. Project Name:_____
   Owner:_____
   Construction Cost:_____
   Construction Time:_____ Calendar Days
   Owner's Representative:_____
   Owner's Telephone No.:(___)_____
   Date of substantial or final completion:_____

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4. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____ Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

5. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____ Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

6. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____ Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

7. Project Name:_____

Owner:_____

Construction Cost:_____

Construction Time:_____ Calendar Days

Owner's Representative:_____

Owner's Telephone No.:(___)_____

Date of substantial or final completion:_____

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LIST OF EQUIPMENT TO BE USED ON THE PROJECT:

LIST OF KEY PERSONNEL AVAILABLE FOR THE WORK:

Name	Job Responsibility

Name of Bidder

Signature of Bidder

Contractor's License No.

Title of Signator

Date

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PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, 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 that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

Certification - The information above is true and complete
to the best of my knowledge and belief.

_____
Name and Title of Signer (Please type)

_____ _____
Signature Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE

The Bidder shall complete the following statement by checking the appropriate lines:

*The Bidder has ☐ has not ☐ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

*The Bidder has ☐ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I," prior to the award of contract:

*NOTE: Failure to complete these boxes may be grounds for rejecting bid.

_____ _____

Signature (Name of Bidder)

_____ _____

Date (Name & Title of Signing Official)

Business Address_____

_____

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CERTIFICATES REGARDING DEBARMENT

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DATE _____ SIGNED BY _____

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TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor

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may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

DATE _____ SIGNED BY _____

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CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

DATE _____ SIGNED BY _____

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AFFIDAVIT MUST BE NOTARIZED

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
COUNTY OF_____)

I _____(Name), being first duly sworn, deposes and says that he or she is (Title) of _____(Firm Name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

TITLE OF CONTRACT _____

CONTRACT NO. _____

_____
(Signature)

AFFIDAVIT MUST BE NOTARIZED

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CERTIFICATE OF BUY AMERICAN COMPLIANCE

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

SUBMIT THIS SHEET AS PART OF YOUR BID.

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e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from

b) At minimum two comparable equal bids and/or offers;

c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;

d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

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CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

Date	Signature
Company Name	Title

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CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Date	Signature
Company Name	Title

SUBMIT THIS SHEET AS PART OF YOUR BID.

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DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of 28%) is committed to a minimum of ____% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

THIS SHEET TO BE SUBMITTED BY THREE LOWEST BIDDERS
NO LATER THAN 4:00 P.M. ON FOURTH BUSINESS DAY FOLLOWING DATE OF BID OPENING.

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LETTER OF INTENT

Name of Bidder's Firm: _____

Bidder's Address: _____

City: _____ State_____ Zip_____

Name of DBE Firm: _____

Address:_____

City: _____ State_____ Zip_____

Telephone: _____ Area Code _____

State DBE Certification Number: _____

Description of work to be performed by DBE firm:

Bidder intends to utilize the above-named DBE firm for the work described above. The estimated amount of work is valued at $_____.

If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

(Copy this page for each DBE subcontractor.)

THIS SHEET TO BE SUBMITTED BY THREE LOWEST BIDDERS
NO LATER THAN 4:00 P.M. ON FOURTH BUSINESS DAY FOLLOWING DATE OF BID OPENING.

BIDDER'S LIST

All firms bidding or quoting on subcontracts for this DOT-assisted project are listed below:

Firm Name	Address	Certified DBE (Y or N)	Age of Firm	GRS*

*GRS – Annual Gross Receipts
Enter 1 for less than $1 million
Enter 2 for more than $1 million, less than $5 million
Enter 3 for more than $5 million, less than $10 million
Enter 4 for more than $10 million, less than $15 million
Enter 5 for more than $15 million

THIS SHEET TO BE SUBMITTED BY LOWEST BIDDERS
NO LATER THAN 4:00 P.M. FOLLOWING DATE OF BID OPENING.

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C____-_____

Draft Sample Agreement – Airport Construction Services

This Construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and _____ ("Contractor"), an (independent contractor, California Corporation, California Limited Liability Company, California Limited Liability Partnership, etc…). 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 provide County with the work called for in the Contract Documents, including but not limited to the Notice of Bidders, Special Provisions, Bid Book, and Contractors bid or proposal for the County's construction on Crack Seal and Slurry Seal Runway 13-31 – Phase 2 at the Colusa County Airport, AIP No. 3-06-008-025-2023, as more specifically detailed in the plans and specifications for this contract and the RFB. A true and correct copy of the RFB is attached hereto as Exhibit A and incorporated herein, and all terms and conditions of the Request 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 bid and proposal;
   - **B.** The California Department of Transportation Standard Plans dated 2018;
   - **C.** The California Department of Transportation Standard Specifications dated 2018; and
   - **D.** The Notice to Bidders, Special Provisions, Construction Plans, and Specifications for AIP No. 3-06-0048-025-2023, dated February 2023, including all addendums and attachments thereto.

2. **Term:** The work shall commence within ten (10) calendar days and the total project completed within _____ (__) working days from the date set in the "Notice to Proceed" issued by the County.

3. **Liquidated Damages:** if the Contractor failed to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of three thousand two hundred dollars ($3,200) for each calendar day subsequent to the time specified and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the County is clearly responsible will be added to the contract time.

4. **Compensation:** County will pay Contractor for the full and complete performance of this Contract at unit prices bid the approximately sum of :_____ _____DOLLARS ($_____). Compensation will be paid in accordance with paragraph 4, Method of Payment.

   - **A. 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

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retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

5. **Method of Payment:** Progress payments shall be made at least once each month as the work progresses. These progress payments shall be based on work accomplished during the previous working month, based on the various contract bid items and the unit bid prices included in the Bid Schedule submitted by the Contractor with his/her bid. In applying for payments, the Contractor shall submit a statement based on this schedule. Payment will be made only for material and work actually incorporated in the work, except as allowed in Article 90-07, Payment for Materials on Hand, of the General Contract Provisions of these specifications.

   Upon completion of the services provided for in paragraph 1, Contractor shall provide County with a final invoice. 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.

   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.

6. **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.

   C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

7. **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.

8. **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.

9. **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.

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: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 cancellation or

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non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.

B. General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than $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, in an amount of not less than $1,000,000 for each accident for bodily injury or property damage.

D. Professional Liability Insurance (Errors and Omissions): Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than $2,000,000 in aggregate. 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, 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;

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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 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 and endorsements 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. 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.

13. 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.

In addition, all labor on the project shall be paid no less than the minimum wage rates as established by the U.S. Secretary of Labor.

The higher of the two rates shall be paid.

14. 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

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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.

15. **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.

16. **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.

17. **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.

18. **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.

If to County:
Michael J. Azevedo, Airport Manager
Colusa County Public Works
1215 Market Street
Colusa, CA 95932
530.458.0466

If to Contractor:
_____
_____
_____

19. **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.

20. **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.

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21. 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.

22. 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.

23. 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.

24. 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.

C. In accordance with items included in Article 80-09, Default and Termination of Contract, of the General Contract Provisions.

25. 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.

26. Federal Aviation Administration Grant Requirements. The work to be done under this agreement is being financed in whole or in part by means of a grant made by the United States acting through the Federal Aviation Administration of the Department of Transportation. The Contractor must adhere to the Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors, included in Part B of Division III of the specifications. The Contractor shall insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts. The Contractor shall further incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services. The Contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider. These provisions shall not be modified.

All mechanics and laborers on the project shall be paid no less than the minimum wage rate established by the U.S. Secretary of Labor. A copy of the Department of Labor Wage

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C____-_____

Rate Determination applicable to this contract is included in Part C of Division III of the specifications.

27. **Attachments:** All attachments referenced in this Contract are incorporated herein and made part of the contract, including:

    A. Attachment "A" – RFB.

COUNTY OF COLUSA	**CONTRACTOR**
_____	_____
Kent S. Boes, Board Chair	Signature
	_____
	Printed Name and Title
APPROVED AS TO FORM	**ATTEST:** Wendy G. Tyler, Clerk of the Board of Supervisors
_____	By _____
Richard Stout, County Counsel	Melissa Kitts, Deputy

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COUNTY OF COLUSA

PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The County of Colusa, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____ hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars ($ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____ Principal

_____

_____

_____ Surety **(SEAL)**

_____

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

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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_____before me_____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____

(SEAL)

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COUNTY OF COLUSA

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City / County of _____ , acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Colusa in the sum of $ _____ dollars ($ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Colusa , its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20___.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____
Contractor

_____
Name of Surety **(SEAL)**

_____
By : Attorney-in-Fact

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NOTE: Signatures of those executing for the surety must be properly acknowledged.

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 _____ before me_____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature_____

(SEAL)

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DIVISION III

FEDERAL PROVISIONS

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Part A – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

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Paragraph Number	Term	Definition
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the

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Paragraph Number	Term	Definition
		contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	**Control Strip**	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by the Owner's employees.
10-31	**Intention of Terms**	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident

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Paragraph Number	Term	Definition
		Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	**Notice to Proceed (NTP)**	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	**Owner**	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the County of Colusa
10-38	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	**Payment bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.

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Paragraph Number	Term	Definition
10-41	**Performance bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	**Proposal**	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	**Proposal guaranty**	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.

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Paragraph Number	Term	Definition
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how the Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.
10-58	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	**Supplemental Agreement**	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	**Taxilane**	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of

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Paragraph Number	Term	Definition
		aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	**Owner Defined terms**	None

END OF SECTION 10

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Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). The Advertisement for Bids is located in Division II of these specifications.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. The pre-bid conference will be held at 10:00 a.m, on March 22, 2023, at the Colusa County Airport, 2915 State Highway 20, Colusa, California.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

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20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

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The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder, contractor's license type and number, and expiration date on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 7 days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals.*

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 120 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals.* Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 10 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

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30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

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Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

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If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others.*

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades,

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or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

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Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

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From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions.

1st	Change Order or Supplemental Agreement
2nd	Contract/Agreement
3rd	Addenda to the Plans and Specifications
4th	Bid Proposal
5th	Technical Provisions
6th	Special Conditions
7th	Construction Plans
8th	FAA General Provisions
9th	FAA General Construction Items
10th	State Standard Plans and Specifications
11th	FAA Specifications and Advisory Circulars

50-05 Cooperation of Contractor. The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their

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employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): .CSV file

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

Accuracy of surveys shall be to the thousandths of a foot.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

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50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work.*

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that

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the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor’s right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

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Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum,* that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

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a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

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All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

None

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

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70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) 2 of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

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70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during

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the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

Utility Service or Facility	Person to Contact (Name, Title, Address & Phone)	Owner's Emergency Contact (Phone)
Pacific Gas & Electric (PG&E)		(800) 743-5000
Water and Sewer	City of Colusa Water and Sewer Utilities	(530) 458-4941

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

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70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. 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 cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.

b. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than $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

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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 $1,000,000 for each accident for bodily injury or property damage.

d. Professional Liability Insurance (Errors and Omissions): Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than $2,000,000 in aggregate. 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, 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 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 and endorsements affecting coverage required by this Contract.

END OF SECTION 70

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Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 30 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a weekly basis, or as otherwise specified in the contract. Submission of the work schedule shall

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not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

AOA	Time Periods AOA Can be Closed *	Type of Communications Required When Working in AOA	Control Authority
Runway 13-31	Entire Construction Period	Radio Tuned to 122.800 MHz	Airport Management
T/W A & Cross T/Ws	Entire Construction Period	Radio Tuned to 122.800 MHz	Airport Management

*See Construction Safety and Phasing Plans for details.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

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No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work.

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Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of working days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on working days. Contract time based on working days shall be calculated weekly by the Resident Project Representative (RPR). The RPR will furnish the Contractor a copy of their weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved Change Orders or Supplemental Agreements covering Extra Work).

The weekly statement of contract time charged is based on the following considerations:

(1) Time will be charged for days on which the Contractor could proceed with scheduled work under construction at the time for at least six (6) hours with the normal work force employed on such items. When normal work force is a double-shift, use 12 hours; and when the normal work force is on a triple-shift, use 18 hours. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the scheduled work items under construction or temporary suspension of the entire work which have been ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

(2) The RPR will not make charges against the contract time prior to the effective date of the notice to proceed.

(3) The RPR will begin charges against the contract time on the first working day after the effective date of the notice to proceed.

(4) The RPR will not make charges against the contract time after the date of final acceptance as defined in Section 50, paragraph 50-14, *Final Acceptance.*

(5) The Contractor will be allowed one (1) week in which to file a written protest setting forth their own objections to the RPR's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time (stated in the proposal) is based on the originally estimated quantities as described in the Section 20, paragraph 20-05, *Interpretation of Estimated Proposal Quantities.* Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

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80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Total Project	$3,200	20 working days

The maximum construction time allowed will be not more than __ working days. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds

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the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

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Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

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Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.

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Term	Description
	Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work.*
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order.

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Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

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The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or

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computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation,* final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in

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writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

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Part B – General Construction Items

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

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CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more

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than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Not applicable.

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33	*Hazardous Wildlife Attractants on or Near Airports*
AC 150/5370-2	*Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461	*Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

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Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105	Mobilization

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REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

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ITEM C-106 MARKING AND LIGHTING OF CLOSED AIRPORT FACILITIES

Description

106-1.0 GENERAL. The construction of this project requires certain areas of the airfield to be closed to aircraft and operational traffic. Closure of these areas must be in accordance with construction plans. Marking of closed airfield facilities, temporary facilities, and contractor haul routes must be in accordance with these specifications and F.A.A. Advisory Circulars No. 150/5340-1, current edition, "Standards for Airport Markings", 150/5370-2, current edition, “Operational Safety on Airports During Construction” and the Construction Safety and Phasing Plan.

The airport will be closed during construction.

All existing runway lights, taxiway lights, NAVAIDs and all power, control, and communication cables must be maintained in operation at all times for those facilities which are not closed under this contract.

Closed Airport Facility Marking

106-2.1 BARRICADES. Any area that is closed for aircraft or vehicular traffic must have lighted barricades placed across the pavement as shown on the plans. These barricades must be maintained in good condition at all times during the closure or they must be repaired or replaced as directed by the Engineer.

In accordance with the Construction Safety and Phasing Plan, the Contractor must designate haul roads to construction areas and block access to construction areas by use of suitable lighted barricades. On all airfield pavement, no part of the barricade or light must extend ten (10) inches above the paved surface. Maximum spacing between barricades must be four (4) feet. Each barricade must have two solar-powered lights with red lenses each controlled by photocells such that they are on at night and off during the day. Barricades must be painted alternate orange and white diagonal striping. These lighted barricades must remain in place until such time as the new construction is open to traffic.

The Airport will furnish and the Contractor must place and maintain all barricades and flashing units for this project. Contractor must supply batteries, sand bags and all maintenance for the barricades.

Barricades must be securely fastened or weighted so that they will not be disturbed by high winds or jet blast.

Barricades must be located as shown on the plans and as directed by the Resident Project Representative (RPR). At the completion of the project, all barricades must be drained of water and returned to the Airport.

106-2.2 AIRFIELD GUIDANCE SIGN COVERS. Not applicable.

106-2.3 RUNWAY CLOSURE MARKERS. The Airport will furnish and the Contractor must place and maintain closed runway markers on both thresholds of the runway(s) when it is closed.

The markers will be yellow Runway Closure Marker X conforming to FAA AC 150/5340-1, current edition.

Contractor must furnish and install all fasteners or weights required to hold the crosses in place. Contractor must supply all maintenance for the runway closure markings. Prior to removal of the crosses all materials and equipment must be moved from the runway and the runway surface cleaned of all deleterious material.

Contractor must remove the crosses as required. At the completion of the project, contractor must deliver runway closure crosses to the Airport.

Method of Measurement

106-3.1 Method of measurement for marking and lighting of closed Airport facilities will be Lump Sum.

Basis of Payment

106-4.1 Payment will be made at the contract lump sum price for marking and lighting of closed airport facilities.

This lump sum price will be full compensation for furnishing all labor, materials, tools, and incidentals necessary to perform this item of work including but not limited to placing, maintaining, and removing barricades and placing and maintaining runway closure markers and for delivering the runway closure crosses and the barricades to the Owner in good working order at the end of the project.

Payments will be made for marking and lighting of closed airport facilities on a monthly basis with the monthly progress payments. The percentage of marking and lighting of closed airport facilities payment made will be equal to the percentage of total project, completed, as determined by the Engineer.

Payment will be made under:

Item 106 – 4.1	Marking and Lighting of Closed Airport Facilities - Lump Sum

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Part C – Federal Provisions

Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects

C1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

C2 AFFIRMATIVE ACTION REQUIREMENT

41 CFR Part 60-4

Executive Order 11246

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	24.6%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is California, Colusa, Colusa.

C3 BREACH OF CONTRACT TERMS

2 CFR Part 200, Appendix II(A)

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *Contractor* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Contractor* written notice that describes the nature of the breach and corrective actions the *Contractor* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Contractor* must correct the breach. Owner may proceed with termination of the contract if the *Contractor* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

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C4 CIVIL RIGHTS - GENERAL

49 USC § 47123

B4.1 APPLICABILITY

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

C5 CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal

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Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C6 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

C7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

C8 COPELAND "ANTI-KICKBACK" ACT

B8.1 SOURCE

2 CFR Part 200, Appendix II(D)

29 CFR Parts 3 and 5

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

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C9 DAVIS-BACON REQUIREMENTS

2 CFR Part 200, Appendix II(D)

29 CFR Part 5

49 USC § 47112(b)

40 USC §§ 3141-3144, 3146, and 3147

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where

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a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by

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appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

C10 DISADVANTAGED BUSINESS ENTERPRISE

49 CFR Part 26

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein no later than 4:00 p.m. on the fourth business day following the date of bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

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6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from County of Colusa. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County of Colusa. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the Advertisement for Bids, Federal Provisions (or an approved substitute DBE firm) without prior written consent of County of Colusa. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from County of Colusa. Unless County of Colusa consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

County of Colusa may provide such written consent only if County of Colusa agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

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Before transmitting to County of Colusa its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to County of Colusa, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise County of Colusa and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why County of Colusa should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), County of Colusa may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

C11 DISTRACTED DRIVING

Executive Order 13513

DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

C12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

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C13 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR Part 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

During the performance of this contract, the Contractor agrees as follows:

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

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

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3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the

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Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

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11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C14 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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C15 PROHIBITION OF SEGREGATED FACILITIES

2 CFR Part 200, Appendix II(C)

41 CFR Part 60-1

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, 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 that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

C16 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

C17 PROCUREMENT OF RECOVERED MATERIALS

2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors

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are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

C18 TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide

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information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

C19 TERMINATION OF CONTRACT

B19.1SOURCE

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

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3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

C20 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

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1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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 provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

C21 VETERAN'S PREFERENCE

49 USC § 47112(c)

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

C22 DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

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Part D – Federal Provisions

Part D - Department of Labor Wage Rate Determination

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DIVISION IV

SPECIAL CONDITIONS

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DIVISION IV

SPECIAL CONDITIONS

(1) LOCATION

The site of the work is at Colusa County Airport, Colusa, California. Prior to the submission of a bid, each bidder shall visit the site and acquaint themselves with local conditions, including but not limited to roads available, source of materials, water, electric power, and the relation of the finished grade to the existing grade.

(2) WORK TO BE DONE

The work to be done under this contract consists of furnishing all materials, plant and equipment, and performing all necessary labor for the construction of the work in accordance with the prepared plans, specifications, and special provisions and/or as directed by the County or its authorized representative(s). This work consists of the following:

- Seal cracks, place a slurry seal coat, and remark pavements on Runway 13-31 Phase 1 – 60' x 540'.
- Change runway numbers from "13-31" to "14-32".
- Furnish and install new directional sign panels.

(3) PLANS AND SPECIFICATIONS

The work shall conform to the plans and specifications marked, *Colusa County Airport, Crack Seal and Slurry Seal Runway 13-31 - Phase 2, AIP No. 3-06-0048-025-2023.*

In case of conflict between the plans, specifications and other contract documents, these documents shall govern in the following order:

1st	Change Order or Supplemental Agreement
2nd	Contract/Agreement
3rd	Addenda to the Plans and Specifications
4th	Bid Proposal
5th	Technical Provisions
6th	Special Conditions
7th	Construction Plans
8th	FAA General Provisions
9th	FAA General Construction Items
10th	State Standard Plans and Specifications
11th	FAA Specifications and Advisory Circulars

(4) LAWS TO BE OBSERVED

In addition to the general requirements included in Item 70-01 of the Federal General Provisions, Contractor's attention is directed to, and Contractor shall be responsible for conducting the project in compliance with all laws of the State of California governing the construction of public works, including, without limitation, the following:

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a. The California Health and Safety Code and all applicable administrative code regulations adopted pursuant thereto.

b. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials, and accident prevention.

c. Title XIX of the California Code of Regulations entitled, "Public Safety," Chapter 1, State Fire Marshal, subchapter 1, "General Fire and Panic Safety".

d. General Industrial Safety Orders. Contractor, and all subcontractors, shall observe and conform to the provisions of Title VIII of the California Code of Regulations relating to safe and proper use, construction, disposal, etc., of materials, machinery, and building appurtenances as therein set forth.

e. Rules and regulations of local utilities.

f. Local City and/or County ordinances.

g. Code rules and safety orders. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal; the National Board of Fire Underwriters; the National Electrical Code; State Industrial Accident Commission's Safety Orders; the safety orders of the Division of Industrial Safety; and Department of Industrial Relations.

h. The Contractor shall conform to the requirements of Section 4216 of the Government Code, as latest amended, relating to subsurface installations.

All of the above laws and regulations are expressly incorporated in this contract and are as much a part of the Contract Documents as if they were incorporated in their entirety in these general provisions.

Nothing in the specifications is to be construed to permit work not conforming to the above, and expense in compliance with the above work shall be borne by the Contractor. Whenever the specifications and working details require higher standards or larger sizes than those required by the ordinances, codes and statutes, the specifications and working details shall take priority over the ordinances, codes and statutes.

The Contractor shall not interpret the enumeration set forth above as being a complete listing of all applicable laws. It is the Contractor's responsibility to keep informed regarding the requirements of all applicable laws and to obey them, and Contractor agrees by execution of the Contract Documents to do so at his/her sole cost, expense, and risk.

All work, materials, work safety procedures and equipment shall be in full accordance with the latest Cal/OSHA rules and regulations.

Contractor warrants that Contractor and each of his/her subcontractors shall, in performance of this contract, comply with each and every compliance order issued pursuant to Cal/OSHA. The Contractor assumes full and total responsibility for compliance with Cal/OSHA standards by his/her subcontractors as well as by the Contractor. The cost of complying with any compliance order and/or payment of any penalty assessed pursuant to Cal/OSHA shall be borne by the Contractor. Contractor shall save, keep and hold harmless the Owner, and all officers, employees, and agents thereof, from all liabilities, costs, or expenses, in law or in equity, that may at any time arise or be set up because of Contractor's or a subcontractor's non-compliance or alleged non-compliance with Cal/OSHA requirements. Nothing contained herein shall be deemed to prevent the Contractor and his/her subcontractors from otherwise allocating between themselves responsibility for

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compliance with Cal/OSHA requirements; provided, however, that the Contractor shall not thereby be, in any manner whatsoever, relieved of his/her responsibility to the Owner as hereinabove set forth.

(5) LAWS AFFECTING PUBLIC WORKS

Attention to bidders is called to necessity of being familiar with the various Federal, state and local laws affecting public work, especially (but not limited to) those laws relating to hours of employment, minimum wages, payment of wages, sanitary and safety conditions for workers, worker's compensation insurance, type and kind of materials that can be used, non-discrimination in employment and affirmative action programs. Federal monies are to be utilized by Owner for this Project, and Contractor shall comply with applicable regulations and hold harmless the Owner for its failure to comply. Certain of those provisions are set forth herein. The existence of these provisions does not excuse the Contractor from complying with other statutory requirements or provisions which are not set forth in these contract documents.

(6) LIMITS OF CONSTRUCTION

The Contractor's personnel and equipment shall be limited to the construction areas shown on the plans and along the adjacent public areas by permission of the Resident Project Representative (RPR). Contractor agrees to implement such security measures as are necessary to assure compliance with Federal Aviation Administration, state, and local airport regulations. Access to runways, taxiways and aircraft parking aprons for any reasons other than construction will not be permitted.

(7) PROGRESS OF WORK AND TIME OF COMPLETION

Contract Time: The contract time for the completion of the total project shall be 20 working days. All work covered by this contract including inspection and approval shall be completed within the working days allowed from the date of written notice by the County to begin work. The counting of working days shall begin the first working day following receipt of Notice to Proceed issued by the Owner, but no later than ten (10) working days after receipt of Notice to Proceed.

Liquidated damages will be charged at the rate of $3,200 per calendar day for each day that the contract time exceeds the total contract time for the project.

Before beginning any work on this project, the Contractor shall prepare and submit for approval a detailed scheduling plan and staging plan showing time and type of work to be performed.

If said Contractor shall be delayed in said work by the acts or neglect of said Owner, or its employees, or those under it by contract or otherwise, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner agrees to in writing.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

(8) CLOSURES OF RUNWAY, TAXIWAYS, AND APRONS

The airport will be closed to all aircraft operations during the construction of this project.

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During the construction of this project, Contractor shall provide a qualified flagger to monitor airport frequency 122.8 MHZ and control Contractor's personnel and equipment.

Contractor shall have on site a vacuum sweeper to keep clean all haul roads on existing airfield pavements.

Owner-furnished crosses will be placed on the numbers of the closed Runway 13-31 as shown on the Construction Safety and Phasing Plan, Sheet No. 2 of the construction drawings, and as directed by the RPR. Owner-furnished lighted barricades shall be installed and maintained at the locations on the runway and taxiways as shown on the Construction Safety and Phasing Plan.

Contractor shall install and maintain closed runway crosses at both ends of Runway 13-31 when runway is closed. Runway crosses shall be placed on runway numbers or beyond the end of the runway if work is taking place on the numbers. Payment for the maintaining, operating, and placing of runway closure crosses will be made under Item C-106 of these specifications.

The Owner will provide suitable lighted barricades to assure closure of portions of the Airport as shown on the plans or as directed by the RPR. The barricades shall be suitably lighted barricades to assure closure of portions of the Airport as shown on the plans or as directed by the RPR unless otherwise shown. These barricades shall be 10" high. These barricades shall be spaced not more than four (4) feet apart and shall be weighted so that they will not be overturned by wind blast. The lights shall be flashing red and have at least five (5) candelas effective intensity for night marking. The barricades shall be painted alternate orange and white diagonal striping. The Contractor shall maintain these lighted barricades in good operating condition. Payment for the maintaining, operating, and placing of lighted barricades or temporary markings will be made under Item C-106 of these specifications.

It shall be the Contractor's responsibility to require all personnel to observe the safety requirements of the Airport to restrict all personnel and equipment to the work and storage areas assigned to the Contractor.

(9) CONSTRUCTION SCHEDULE

The sequence of construction shall be as shown on the plans or as directed by the RPR. There are two work zones on the airport – Work Zone 1 is located at the surface-painted hold position signage for Taxiway A1 and Taxiway A5 and Work Zone 2 is located at Runway 13 End and Runway 31 End. The staging of the project is as follows:

Phase	Contractor's Work	Contractor's Work Area	Facility Closure
1	Marking Removal	Work Zone 1 Work Zone 2	Taxiways A, A1 through A5, and Runway
2	Reseal Cracks	Work Zone 1 Work Zone 2	Taxiways A, A1 through A5, and Runway
3	Slurry Seal	Work Zone 1 Work Zone 2	Taxiways A, A1 through A5, and Runway
4	Marking 1st Coat	Work Zone 1 Work Zone 2	Taxiways A, A1 through A5, and Runway
5	Marking – 2nd Coat	Work Zone 1 Work Zone 2	Taxiways A, A1 through A5, and Runway

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- Contractor is allowed five (5) consecutive days to complete Stages 1 through 4. Minimum 48 hours of cure time shall be allowed between Stages 3 and 4.

- Contractor shall Start Stage 5 a minimum of two weeks after completing Stage 4. Contractor will be allowed one (1) day for Stage 5.

- No construction shall take place between April 1 through August 31. No night work will be allowed.

- Stage 1 Marking Removal and Stage 2 Crack Seal may occur at the same time. Any damage to crack sealant due to marking removal operations shall be touched up prior to Stage 3 Slurry Seal.

- Contractor shall complete Stage 1 Marking Removal and Stage 2 Crack Seal, prior to starting the Stage 3 Slurry Seal.

- Contractor shall allow a minimum of 48 hours of cure time between Stage 3 Slurry Seal and Stage 4 Marking 1st Coat.

- Contractor shall allow a minimum of two weeks between Stage 4 Marking 1st Coat and Stage 5 Marking 2nd Coat.

- The runway will be closed at the start of Stage 1 marking removal and remain closed until Stage 4 marking 1st coat is complete.

The Contractor shall develop a schedule of operations in graphic form. This schedule shall show the proposed construction schedule for various items and phases of work and shall also provide space to show the current status of the work. This schedule shall show both calendar and working days on the construction time line.

The Contractor shall submit the schedule for approval. No work shall be started until the construction schedule has been approved.

The Contractor shall maintain a copy of this schedule on the project site. A two-week look-ahead schedule shall be updated and submitted to the RPR for approval weekly at the weekly construction meeting.

(10) WATERING.

Water, when required, shall be applied at the locations, in the amounts, and during the hours, including nights, as directed by the RPR. Water for purposes of this contract shall be furnished by the Contractor. Conveyance of water to the points of usage shall be the Contractor's responsibility. Contractor shall supply necessary hoses to supply his/her requirements. The equipment used for watering shall be of ample capacity and of such design as to assure uniform application of water in the amounts directed by the RPR.

The contractor shall obtain all permits and pay all fees as required for the development of the water supply.

No separate payment shall be made for watering, but it shall be considered as a subsidiary obligation of the Contractor covered under the respective items of work.

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(11) HAULING ROUTES ON AIRPORT PROPERTY

In order to avoid confusion with vehicles during the construction and to avoid damage to the existing pavement and to the adjacent lands, the Contractor's equipment shall be restricted to certain hauling routes as shown on the plans. Certain haul roads are on the secure portion of the airfield. These haul roads will only be open to the Contractor during the normal work hours. The roads that are outside of the airport secure area will be open to the Contractor at all times. Portions of the road referred to in this paragraph may consist of unimproved ground. If the Contractor should find that it is desirable to improve this road, he may do so but will receive no payment for any improvements that he may make. At certain areas this road may cross existing roads. It shall be the responsibility of the Contractor to provide adequate safeguards, including flaggers, so that the operation of the Airport or public travel will not be hindered. In addition, it shall be the responsibility of the Contractor to repair any damage caused by his equipment to these paved areas. Vehicle loads shall not exceed legal highway load limits.

Access to the construction site will be off Highway 20 and as shown on the Construction Safety and Phasing Plan. The Contractor shall obtain all necessary permits to enter the work areas from this road and shall provide the necessary signs, marking and flaggers to protect the public in these areas. The Contractor shall grade, maintain and control dust on the haul road during use.

At the completion of the work, all haul roads in unpaved areas shall be restored to the conditions existing prior to the start of the work.

(12) CONTRACTOR'S STORAGE AND STAGING AREA

The proposed location has been shown on the plans for the Contractor's Storage and Staging Area. Contractor shall coordinate with the RPR and Airport Management for control access to the designated Contractor’s entrance gate.

It shall be the responsibility of the Contractor to determine the availability of water, power, gas, and electricity for this area. He shall make all necessary arrangements to provide these services to meet his requirements and shall pay the specified utility company for such services.

Stockpiles shall be limited to a height of three (3) feet and shall be clearly marked and lighted during hours of restricted visibility or darkness.

The Contractor shall supply and maintain at his expense such toilet and other sanitary facilities as are necessary for his personnel in this area. Such facilities shall conform to the requirements of the County of Colusa Health Department.

At completion of the contract, the Contractor shall remove all plant, equipment, stockpiles, etc., from the work area. Contractor shall restore all work areas and haul roads to the original condition prior to any work in the area. Contractor shall not receive any separate payment for any of this restoration or clean up.

(13) MARKING OF CONSTRUCTION EQUIPMENT

All construction equipment shall display orange and white checkered flags, 3'x3'. These flags shall be so located on the equipment as to be plainly visible to all aircraft. No equipment shall be parked on or over the paved area of the airfield or within the runway protection zone. Parking areas for equipment will be designated by the RPR. During any night work all equipment shall use flashing amber lights located in clearly visible locations.

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(14) AIRCRAFT RIGHT OF WAY AND ACCESS

Aircraft shall at all times have the right of way. The airport will be closed during the construction operations of this project. All aircraft shall at all times be protected from all equipment, materials, and dust. Contractor will be required to initiate effective dust control measures as needed at no additional cost to Owner.

(15) PROTECTION OF CABLES, CONTROLS, NAVAIDS AND WEATHER BUREAU FACILITIES

Due to the critical nature of certain utilities to the operation of the Airport, the following Special Provisions for Protection of Cables, Controls, and Navaids shall apply:

The Contractor is hereby informed that there are installed on the Airport certain structural facilities served by underground cable and other electric power cables serving other facilities. Such facilities and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time. Approval is subject to withdrawal at any time because of changes in weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the RPR acting under the orders and instructions of the airport management. Any instructions to the Contractor to clear any given area, at any time, by the RPR or Airport Management (by radio or other means) shall be immediately executed. Construction work shall be commenced in the cleared area only when additional instructions are issued by the proper authorities.

Power and control cables leading to and from any facilities will be marked in the field by the RPR for the information of the Contractor before any work in their general vicinity is started. Thereafter, through the entire time of this construction, they shall be protected from any possible damage, including crossing with unauthorized equipment, etc.

Not less than two full working days prior to performing any excavation, the Contractor shall notify Underground Service Alert (USA) by calling 811. The location of the subsurface installations shall be in accordance with Section 4216 of the Government Code, as latest amended. No excavation shall be performed until the subsurface installations have been located, hand excavated and identified. These special provisions intend to make perfectly clear the need for protection of cables and other electrical facilities by this Contractor at all times.

The Contractor shall immediately repair, with identical material by skilled workmen, any underground cables serving airport facilities which are damaged by his workmen, equipment, or work. Prior approval of the RPR or of the representative designated by Airport Management must be obtained for the materials, workmen, time of day or night, and for the method of repairs for any temporary or permanent repairs the Contractor proposes to make to any airport facilities and cables damaged by this Contractor.

It is recognized that the Owner will incur costs for employees' salaries, engineering fees and otherwise in connection with the damage, inspection and repair of any such damage caused by the Contractor; and consequently that the Owner may incur loss of income by reason of the diversion of aircraft traffic from the airport resulting from interruption of the use of airport facilities; and that such expenses and loss of income are not measurable now and may not be reasonably ascertainable at the time of any incident caused by the Contractor. The Owner and the Contractor hereby agree to the assessment of liquidated damages in lieu of such expenses or other damages incurred by the Owner. In addition to the obligation of the Contractor to immediately repair any cables or facilities damaged by the Contractor as set forth above, the sum of $300 shall be deducted from any money due the Contractor; or if no money is due the Contractor, the Owner shall have

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the right to recover said sum or sums from the Contractor, from the surety, or from both. The amount of these deductions is not considered a penalty.

(16) AIRPORT SECURITY

During the course of the contract, the Contractor shall be responsible for maintaining security against unauthorized access to the Airport. The Contractor will be held responsible for any fines, damages, or civil penalties filed against the Owner for the Contractor's failure to maintain the regulations set forth herein.

In accordance with the requirements of the Federal Aviation Administration as set forth in FAR 107.11(F), the Contractor shall take all steps necessary to assure Owner that the backgrounds of all employees have been checked to the extent necessary to assure that permitting them unescorted access to any area on the airport controlled for security reasons is appropriate. This background check, to the extent allowable by law, shall include at a minimum references and prior employment histories to the extent necessary to verify representations made by the employee relating to employment in the preceding 5 years.

All equipment, vehicle and personnel travel shall be restricted to designated work sites.

Only vehicles used for construction purposes shall enter the work boundaries. Contractor personnel may, however, be allowed to park their personal vehicles within a designated staging area. All vehicles shall have identifying markings on them which show that they are authorized on the Airport. All personnel working on the airport shall wear identification such as badges or hard hats with contractor's logo to show that they are authorized on the airport.

All security measures must be coordinated with Airport Management and the RPR and must be approved prior to implementation.

Only Contractor and subcontractor employees are permitted in the work sites. They must enter and exit the airport areas restricted to public access and airport operations area only through the designated Contractor gate. Contractor shall control this gate such that unauthorized vehicles are not allowed access to the Airport.

The gate used by the Contractor will be the gate located as shown on the Construction Safety and Phasing Plan (CSPP) and will be kept locked except for entrance of approved personnel and equipment or will be manned by Contractor-furnished trained flaggers to control entrance to the airport. Contractor shall provide a flagger, trained for the airport and place the flagger at the open gate to keep unauthorized personnel and wildlife from entering the airport. The fence, designated Contractor gate, and secure areas on the airport are shown on the CSPP Drawing. Contractor will post a sign reading “Contractor’s Work Entrance Only.” Contractor will be responsible for security of the entrance during Contractor’s working hours.

Contractor shall maintain access to the airport through one of the gates at all times. Contractor shall install “Airport Access” signage to direct traffic to the gate in use.

In the event of an emergency, personnel and equipment shall be moved immediately at the direction of Airport Management or the RPR.

(17) AVIATION SAFETY REQUIREMENTS DURING CONSTRUCTION (AC 150/5370-2G) - An Airport Construction Safety and Phasing Plan (CSPP) has been prepared to outline all safety issues related to the proposed construction. This CSPP is included in these specifications as Appendix C.

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The Contractor will be required to submit all reports designated in the CSPP and implement all safety measures set forth in this plan.

A. **SAFETY PLAN COMPLIANCE DOCUMENT** – Prior to issuance of Notice to Proceed by the Owner, the Contractor shall complete a Safety Plan Compliance Document (SPCD) detailing how he/she will comply with the Construction Safety and Phasing Plan (CSPP). The SPCD should include a general statement by the construction contractor that he/she has read and will abide by the CSPP. In addition, the SPCD must include all supplemental information that could not be included in the CSPP prior to the contract award. The contractor statement should include the name of the contractor, the title of the project CSPP, the approval date of the CSPP, and a reference to any supplemental information (that is, "I , Name of Contractor, have read the Title of Project CSPP, approved on Date , and will abide by it as written and with the following additions as noted:"). The supplemental information in the SPCD should be written to match the format of the CSPP indicating each subject by corresponding CSPP subject number and title. If no supplemental information is necessary for any specific subject, the statement, "No supplemental information," should be written after the corresponding subject title. The SPCD should not duplicate information in the CSPP.

This SPCD shall be submitted to the Owner for approval prior to start of construction and shall include the following:

(1) **Coordination.** Discuss details of proposed safety meetings with the airport operator and with contractor employees and subcontractors.

(2) **Phasing.** Discuss proposed construction schedule elements, including:

(a) Duration of each phase.

(b) Daily start and finish of construction, including "night only" construction.

(c) Duration of construction activities during:

i. Normal runway operations.

ii. Closed runway operations

iii. Modified runway "Aircraft Reference Code" usage.

(3) **Areas and operations affected by the construction activity.** These areas and operations should be identified in the CSPP and should not require an entry in the SPCD.

(4) **Protection of NAVAIDs.** Discuss specific methods proposed to protect operating NAVAIDs.

(5) **Contractor access.** Provide the following:

(a) Details on how the contractor will maintain the integrity of the airport security fence (gate guards, daily log of construction personnel, and other).

(b) Listing of individuals requiring driver training (for certificated airports and as requested).

(c) Radio communications.

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i. Types of radios and backup capabilities.

ii. Who will be monitoring radios.

iii. Whom to contact if the ATCT cannot reach the contractor's designated person by radio.

(d) Details on how the contractor will escort material delivery vehicles.

(6) Wildlife management. Discuss the following:

(a) Methods and procedures to prevent wildlife attraction.

(b) Wildlife reporting procedures.

(7) Foreign Object Debris (FOD) management. Discuss equipment and methods for control of FOD, including construction debris and dust.

(8) Hazardous material (HAZMAT) management. Discuss equipment and methods for responding to hazardous spills.

(9) Notification of construction activities. Provide the following:

(a) Contractor points of contact.

(b) Contractor emergency contact.

(c) Listing of tall or other requested equipment proposed for use on the airport and the timeframe for submitting 7460-1 forms not previously submitted by the airport operator.

(d) Batch plant details, including 7460-1 submittal, if applicable.

(10) Inspection requirements. Discuss daily (or more frequent) inspections and special inspection procedures.

(11) Underground utilities. Discuss proposed methods of identifying and protecting underground utilities.

(12) Penalties. Penalties are identified in the CSPP and do not require an entry in the SPCD.

(13) Special conditions. Discuss proposed actions for each special condition identified in the CSPP.

(14) Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs. Discuss proposed visual aids including the following:

(a) Equipment and methods for covering signage and airfield lights.

(b) Equipment and methods for temporary closure markings (paint, fabric, other).

(c) Types of temporary Visual Guidance Slope Indicators (VGSI).

(15) Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.

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(16) **Hazard marking and lighting**. Discuss proposed equipment and methods for identifying excavation areas.

(17) **Protection of runway and taxiway safety areas. including object free areas, obstacle free zones, and approach/departure surfaces**. Discuss proposed methods of identifying, demarcating, and protecting airport surfaces including:

(a) Equipment and methods for maintaining Runway and Taxiway Safety Area standards.

(b) Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.

(18) Other limitations on construction should be identified in the CSPP and should not require an entry in the SPCD.

B. GENERAL SAFETY REQUIREMENTS

Throughout the construction project, the following safety and operational practices should be observed:

- Operational safety should be a standing agenda item during progress meetings throughout the construction project.
- The Contractor and airport operator shall perform onsite inspections throughout the project, with immediate remedy of any deficiencies, whether caused by negligence, oversight, or project scope change.
- Airport aprons and taxiways remain in use by aircraft to the maximum extent possible.
- Aircraft use of areas near the Contractor's work will be controlled to minimize disturbance to the Contractor's operation.
- Contractor, sub-contractor, and supplier employees or any other unauthorized persons must be restricted from entering or remaining in airport area that would be hazardous.
- Construction that is within the safety area of an active runway, taxiway or apron that is performed under normal operational conditions must be performed when the runway, taxiway or apron is closed or restricted and initiated only with prior permission from the airport operator.
- The contracting officer, airport operator, or other designated airport representative may order the Contractor to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

C. CONSTRUCTION MAINTENANCE AND FACILITIES MAINTENANCE

Before beginning any construction activity, the contractor must, through the airport operator, give notice (using the Notice to Airmen (NOTAM) System) of proposed location, time, and date of commencement of construction. Upon completion of work and return of all such areas to standard conditions, the contractor must, through the airport operator, verify the cancellation of all notices issued via the NOTAM System. Throughout the duration of the construction project, the contractor must:

- Be aware of and understand the safety problems and hazards described in AC 150/5370-2G, *Operational Safety on Airports During Construction.*
- Conduct activities so as not to violate any safety standards contained in AC 150/5370-2 or any of the references therein.

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- Inspect all construction and storage areas as often as necessary to be aware of conditions.
- Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.

D. APPROACH CLEARANCE TO RUNWAYS

Runway thresholds must provide an unobstructed 20:1 approach surface ratio over equipment and materials.

E. RUNWAY AND TAXIWAY SAFETY AREA (RSA and TSA)

A runway must be closed/partially closed if construction activity will occur within the RSA. Construction activity within the TSA/obstacle-free zone is permissible when the taxiway is open to aircraft traffic if adequate wingtip clearance exists between the aircraft and equipment/material; excavations, trenches, or other conditions are conspicuously marked and lighted; and local NOTAMs are in effect for the activity.

(1) Procedures for protecting runway edges

- Limit construction to no closer than 150 feet from the runway centerline, unless the runway is closed or restricted to aircraft operations requiring lesser standard RSA that is equal to the RSA available during the construction.
- Prevent personnel, material, and/or equipment from penetrating OFZ.
- Coordinate construction activity with the Airport Management, FAA Regional Airports Office, or Airports District Office and through the airport operator issue an appropriate NOTAM.
- Runway 13-31 has a Runway Design Group (RDG) of B I-Small and the runway safety area extends 60 feet each side of centerline. No work shall be performed in the RSA when the surfaces are open for aircraft operations.

(2) Procedures for Protecting Runway Ends

- Maintain the RSA from the runway threshold to a point at least the distance from the runway threshold as existed before construction activity, unless the runway is closed or restricted to aircraft operations requiring a RSA that is equal to the RSA length available during construction. This may involve the use of declared distances and partial runway closures.
- Ensure all personnel, materials, and/or equipment are clear of the applicable threshold siting criteria surface as defined in Article 35, “Runway End Siting Criteria,” of AC 150/5300-13B.
- Prevent personnel, material and/or equipment, from penetrating the Object Free Zone (OFZ).
- Ensure adequate distance for blast protection is provided, as needed.
- Coordinate construction activity with the Airport Management, FAA Regional Division Office, and, through the airport operator, issue an appropriate NOTAM.
- The safety areas beyond the thresholds to Runway 13 and Runway 31 are as follows:

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Runway End Number	Airplane Design Group	Aircraft Approach Category	Minimum Safety Area Behind Threshold	Minimum Unobstructed Approach Slope
13	I Small	B	240 ft.	20:1
31	I Small	B	240 ft.	20:1

F. **CLOSED RUNWAY MARKINGS AND LIGHTING**

Closed runway marking is required. Closed runway markings will be as shown on the plans. Contractor shall install airport furnished closed runway crosses as required.

G. **HAZARDOUS AREA MARKING AND LIGHTING**

Hazardous areas on the movement area will be marked with barricades as shown on the plans. The markings restrict access and make hazards obvious to aircraft, personnel, and vehicles. During periods of low visibility and at night, identify hazardous areas with red flashing lights having at least five (5) candelas effective intensity for night marking. The hazardous area marking and lighting will be supplied by the contractor, and are depicted on the plans. Payment for hazardous area marking and lighting will be made under Item C-106, Marking and Lighting of Closed Airport Facilities.

H. **VEHICLE OPERATION MARKING AND CONTROL**

(1) When any vehicle, other than one that has prior approval from the airport operator, must travel over any portion of an aircraft movement area, it shall be escorted and properly identified. To operate in those areas during daylight hours, the vehicle must have a flag or beacon attached to it. Any vehicle operating on the movement areas during hours of darkness or reduced visibility should be equipped with a flashing dome type light, the color of which is in accordance with local or state codes.

(2) It may be desirable to clearly identify the vehicles for control purposes by either assigned initials or numbers that are prominently displayed on each side of the vehicle. The identification symbols should be a minimum 8-inch, block-type characters of a contrasting color, and easy to read. They may be applied either by using tape or a water-soluble paint to facilitate removal. Magnetic signs are also acceptable. In addition, all vehicles must display identification media as specified in the approved security plan.

(3) Employee parking shall be as shown on the Construction Layout and Safety Plan and designated by the RPR.

(4) Access to the job site shall be as shown on the Construction Layout and Safety Plan and as designated by the RPR.

I. **NAVIGATIONAL AIDS**

The Contractor must not conduct any construction activity within navigational aids' restricted areas without prior approval from the local FAA Airway Facilities sector representative. Navigational aids include instrument landing system components and very high-frequency omnidirectional range, airport surveillance radar. Such restricted areas are depicted on construction plans.

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J. **LIMITATIONS ON CONSTRUCTION**

Additional limitations on construction shall include:

(1) Prohibit open-flame welding or torch cutting operations unless adequate fire safety precautions are provided and these operations have been authorized by the RPR.

(2) Prominently mark open trenches, excavations, and stockpiled materials at the construction site with alternating orange and white flags and light these obstacles during hours of restricted visibility and darkness.

(3) Marking and lighting of closed, deceptive, and hazardous areas on airports, as appropriate.

(4) Constrain stockpiled material to prevent its movement as a result of the maximum anticipated aircraft blast and forecast wind conditions.

K. **RADIO COMMUNICATIONS**

Vehicular traffic located in or crossing an active movement area must have a working two-way radio in contact with the Airport Manager or be escorted by a flag person. The driver, through personal observation, should confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and that the area is properly marked to prevent incursions. Two-way radio communications are required on Unicom Frequency 122.800 MH between contractors and the Airport Manager. Continuous monitoring is required.

L. **DEBRIS**

Waste and loose material must not be placed in active movement areas. Materials tracked onto these areas must be removed continuously during the work project.

(18) SUBMITTALS AND/OR SHOP DRAWINGS

a) The specifications indicate the desired equipment and materials as to type and quality. Wherever proprietary names are listed in these specifications, it shall be interpreted that the words "or approved equal" follow, unless otherwise specified. The words "or approved equal" shall be interpreted as meaning equal in every respect as determined by the RPR.

b) Prior to or at the Preconstruction Conference, the Contractor shall submit to the RPR for approval a complete list of all equipment and materials intended to be used on the job. The list shall include the following information for each item.

Name of Item
FAA Specifications Number (If Any)
Manufacturer's Name
Manufacturer's Catalog Number
Size, Type and Rating

c) Prior to or at the Preconstruction Conference the Contractor shall submit to the RPR for approval the following:

Construction Schedule
Safety Plan Compliance Document

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Construction on this project cannot begin until these submittals have been reviewed and approved.

d) Prior to or at the Preconstruction Conference, the Contractor shall submit to the RPR for approval a Schedule of Values for all Lump Sum items included in the contract. This schedule shall include the item, description, total contract amount, and scheduled payment amounts. The schedule shall be made out in such form as the Airport, RPR, and Contractor may agree upon and be supported by evidence as to its correctness. This schedule, when approved by the Airport and the RPR, will be used as the basis for making progress payments on all lump sum items, except for those that that have a payment schedule stipulated in their respective specification sections. The Contractor shall take note of the schedule of partial payments that is included in Item C-105, Mobilization.

e) Within five (5) calendar days after RPR's approval of the equipment and materials list, the Contractor shall submit to the RPR for written approval copies of all shop drawings and all equipment and materials submittals. The shop drawings and equipment/materials submittals shall be complete showing all details.

f) The Contractor shall review and sign all shop drawings prior to submitting same for RPR's approval. All shop drawings received without the Contractor's signature will be subject to return without review or comment.

It shall be the responsibility of the Contractor to specifically point out any variation or discrepancy between the shop drawings or manufacturers' instructions he submits and the Contract Documents. Failure by the Contractor to identify in his letter of transmittal any variation, discrepancy, or conflict with the contract drawings may result in the shop drawing or submittal being returned to the Contractor for resubmittal.

g) The shop drawings shall show completely the work to be done, but approval by the RPR shall not be construed as waiving any of the requirements of the contract and particularly shall not be construed as relieving the Contractor of full responsibility for fitting his equipment in the spaces provided; or from responsibility to fulfill the contract at no extra cost to the Owner, within the completion time.

h) The Contractor shall submit electronic copies of all shop drawings and equipment and materials submittals. Fax submittals will only be acceptable as preliminary submittals and are to be followed up with hard copies. Email submittals will be acceptable provided they are legible.

(19) SUBMITTAL AND SHOP DRAWING APPROVALS.

The RPR will review all submittals and shop drawings and return them to the Contractor. If the Contractor's submittal or shop drawings are incomplete or the product submitted does not meet specification requirements, the RPR will reject the submittal or shop drawing and the Contractor will be required to resubmit. Resubmittals shall address all comments from the RPR. Partial resubmittals may be returned without action. The review of the first submittal and one resubmittal on any item will be made by the RPR at no cost to the Contractor. The Contractor will be charged for and shall reimburse the Owner for the RPR's costs of reviewing the second and each subsequent resubmittal. The RPR's costs will be charged to the Owner and deducted from the Contractor's progress payments.

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(20) VIDEOTAPING

A minimum of one (1) week prior to start of construction, the Contractor shall have video taken where construction is to take place. Such video records/documentation shall be provided to the RPR before construction commences. These videos shall be narrated and shall serve as a record of existing conditions for disputes arising from restoration, and should therefore be taken along the line of construction and site access and staging areas at sufficient detail and in color as necessary to clearly depict details of existing conditions. All videos shall be indexed and catalogued in such a manner that each photographed area is readily identifiable, and shall also indicate the date and time (hour, minutes, and seconds) on which the video was made. The Contractor shall also have video taken of any unusual conditions encountered during construction that are not already a matter of photographic record. In any areas where existing conditions cannot be determined by means of video, the area shall be restored as approved by the RPR at Contractor's expense. All video shall become the property of the Owner.

No separate payment will be made for video documentation.

(21) QUALITY CONTROL PROGRAM

There is very little quality control requirement for the contractor on this project. The Sponsor's representative (RPR) will provide both quality control and quality assurance required on this project. The Contractor is encouraged to provide quality control on all materials and construction operations to assure quality materials and conformance with specifications prior to Owner's Quality Assurance inspection.

(22) CONTRACTOR'S AS-BUILT DRAWINGS

Contractor shall be provided one extra set of working plans and specifications; which Contractor shall keep at the site at all times. The following information shall be inserted and dimensioned on said drawings and specifications, in RED by the Contractor: The exact location of all installations in their finished condition, including all electrical installations; all changes in construction, materials and installed equipment; adequate dimensional data, both horizontal and vertical, to allow location of covered installations; the identification of changes authorized by change order, and the number of that change order. This set of working plans shall be reviewed with the RPR once a month during review of work accomplished to date for use in preparation of the monthly progress payment. Upon completion of the work, said drawings and specifications shall be returned to the Owner prior to the final payment.

Drawings shall be subject to the inspection of the RPR at all times and shall be kept current weekly with all work instructions, change orders, and construction adjustments shown thereon and initialed by the Inspector.

Progress payments or portions thereof may be withheld if drawings are not maintained as stated above. At the final inspection, the contractor shall submit record drawings to the RPR for review and comment. The work will not be formally accepted until the record drawings are accepted by the RPR.

Prior to release of retainage by the Owner, the Contractor shall deliver to the RPR the Contractor's set of marked -up drawings as identified above for the RPR's use in preparing the project record drawings.

(23) OPERATION AND MAINTENANCE MANUALS

Not applicable

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(24) ANTI-TRUST ASSIGNMENT

By execution of the Contract Documents, or any subcontract awarded by the Contractor, the Contractor or any subcontractor offers and agrees to assign and hereby does assign to the County all rights, title, and interest in and to all causes of action such Contractor or subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective upon execution of the contract.

(25) CONTRACTOR NOT AGENT, NOR EMPLOYEE

Neither the Contractor nor any subcontractor, or any officer, agent, or employee of either, is, nor shall they represent themselves to be, an officer, agent, or employee of the County for any purpose whatsoever.

No person employed by the Contractor, or by any subcontractors, is, nor shall they be construed to be, in any manner or for any purpose whatsoever, employees of the County.

(26) CONTRACTOR'S GUARANTEE

The Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to any building, work or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus and equipment used or installed by him or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor shall conform with the Plans and Specifications or any written authorized deviation therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one (1) year of the date of acceptance of completion of this Contract by the Owner, the Contractor shall forthwith remedy such defect or defects without cost to the Owner.

(27) EXISTING CONDITIONS.

Test borings and tests pits have been excavated throughout the site and the results of these tests are available for inspection. These borings show the conditions prior to the start of any construction on the Airport property. The Owner assumes no responsibility for the accuracy of the data presented. The Contractor shall be responsible for obtaining and verifying any and all soils and subsoil data required to prepare his/her bid.

The Contractor shall be fully responsible for handling any water or water-related problems that may arise during the construction of this project without additional compensation over and above that provided for in the unit prices bid.

(28) COORDINATION MEETING

In order to coordinate the work, a weekly meeting will be held at Colusa County Airport.

The time of this meeting will be determined at a time convenient to the Owner, RPR and Contractor. The Contractor’s superintendent must attend these meetings.

At this weekly meeting the Contractor shall submit in writing an updated progress report for the total work and a schedule defining the work for the following week. Except for emergencies or unforeseen circumstances, this schedule shall be followed.

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**** END OF SECTION ****

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DIVISION V

TECHNICAL PROVISIONS

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Item P-605 Joint Sealants for Pavements

DESCRIPTION

605-1.1 This item will consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 Joint sealants. Joint sealant materials must meet the requirements of ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements, Type II.

Each lot or batch of sealant must be delivered to the jobsite in the manufacturer's original sealed container. Each container must be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and must be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 Backer rod. Not applicable

605-2.3 Bond breaking tapes. Not applicable

CONSTRUCTION METHODS

605-3.1 Time of application. Joints must be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature must be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 Equipment. Machines, tools, and equipment used in the performance of the work required by this section must be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, seven (7) days prior to use on the project.

a. Tractor-mounted routing tool. Not applicable

b. Concrete saw. Not applicable

c. Waterblasting equipment. Not applicable

d. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

e. Hot-poured sealing equipment. The unit applicators used for heating and installing ASTM D6690 joint sealant materials must be mobile and must be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit must be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

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605-3.3 Preparation of joints. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. The Contractor must demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

a. Sawing. Not applicable

b. Sealing. Immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. Only air compressors with operable oil and water traps must be used. The joint faces must be surface dry when the seal is applied.

c. Backer Rod. Not applicable

d. Bond-breaking tape. Not applicable

e. Remove Existing Sealant. Not applicable

f. Reseal Existing Crack – Prepare crack by cleaning existing crack as specified in 605-3.3b

605-3.4 Installation of sealants. Joints and cracks must be inspected for proper width, depth, alignment, and preparation, and must be approved by the RPR before sealing is allowed. Sealants must be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air.

a. **Cold Applied Sealant** Not applicable.

b. **Hot Applied Sealant.** Fill the joints and cracks from the bottom up and form a "Band-Aid" type surface section by overfilling the joint and then distributing the sealant and shaping the "Band-Aid" section as shown on the plans with a properly configured "V" shaped squeegee. No depression of the joint sealant over the joint or crack will be allowed. If the sealant subsides, leaving a depression in the top of the sealant, additional sealant must be applied to fill the depression. This additional sealant, if required must be included in the unit price bid for the crack or joint seal item.

Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case must gravity methods or pouring pots be used to install the sealant material. Traffic must not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 Inspection. The Contractor must inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project must be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 Clean-up. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

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METHOD OF MEASUREMENT

605-4.1 Joint sealing material will be measured by the linear foot of sealant in place, completed, and accepted.

BASIS OF PAYMENT

605-5.1 Payment for joint sealing material will be made at the contract unit price per linear foot. The price will be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-605-5.1	Joint Sealing Filler, per linear foot

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REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids

END ITEM P-605

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Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms "paint" and "marking material" as well as "painting" and "application of markings" are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer's certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint[1]				Glass Beads[2]	
Type	**Color**	**Fed Std. 595 Number**	**Application Rate Maximum**	**Type**	**Application Rate Minimum**
I	White	37925	115 ft^2/gal. max. (2.8 m^2/l)	III	10 lb./gal. min. (1.2 kg/l)
I	Yellow	33538 or 33655	115 ft^2/gal. max. (2.8 m^2/l)	III	10 lb./gal. min. (1.2 kg/l)

[1] See paragraph 620-2.2a

[2] See paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I . The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type III.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

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Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the RPR. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 48 hours shall elapse between placement of surface course or seal coat and application of the first coat of permanent paint markings. Paint shall be applied at the locations and to

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the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the RPR.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings. Not applicable.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Not used

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of surface preparation shall be measured by the number of square feet (square meters) for preparation of pavement to remove existing markings specified in paragraph 620-3.3b**.**

620-4.1b The quantity of markings shall be paid for shall be measured by the number of square feet (square meters) of painting**.**

620-4.1c The quantity of reflective media shall be paid for by the number of pounds of reflective media.

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BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.1a Payment for surface preparation shall be made at the contract price for the number of square feet (square meters) for preparation of pavement to remove existing markings specified in paragraph 620-3.3b.

620-5.2b Payment for markings shall be made at the contract price for the number of square feet (square meters) of painting.

620-5.3c Payment for reflective media shall be made at the contract unit price for the number of pounds of reflective media.

Payment will be made under:

Item P-620-5.1a	Surface Preparation – Marking Removal, per square foot
Item P-620-5.2b	Marking, per square foot
Item P-620-5.3c	Reflective Media, per pound

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REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200	Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

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END OF ITEM P-620

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Item P-626 Emulsified Asphalt Slurry Seal Surface Treatment

DESCRIPTION

626-1.1 This item shall consist of a mixture of emulsified asphalt, polymer, mineral aggregate, and water properly proportioned, mixed, and spread on an asphalt pavement surface, including airport pavements serving small airplanes 12,500 lbs (5670 kg) or less, roads, and other general applications. The application of the surface treatment shall be in accordance with these specifications and shall conform to the dimensions shown on the plans or as directed by the Resident Project Representative (RPR).

MATERIALS

626-2.1 Aggregate. The aggregate shall consist of sound and durable manufactured sand, slag, crusher fines, crushed stone, or a combination. The aggregate shall be clean and free from vegetable matter, dirt, and other deleterious substances. The aggregate shall have a sand equivalent of not less than 45 percent when tested in accordance with ASTM D2419. The aggregate shall show a loss of not more than 35 percent when tested in accordance with ASTM C131. The sodium sulfate soundness loss shall not exceed 12 percent, or the magnesium soundness loss shall not exceed 20 percent after 5 cycles when tested in accordance with ASTM C88. Aggregate shall be 100% crushed.

The combined aggregate shall conform to the gradation shown in Table 1 when tested in accordance with ASTM C136 and ASTM C117.

Table 1. Gradation of Aggregates

Sieve Size	Percent by Weight Passing Sieve
	Type I
3/8 inch (9.5 mm)	100
No. 4 (4.75 mm)	100
No. 8 (2.36 mm)	90 - 100
No. 16 (1.18 mm)	65 - 90
No. 30 (600 µm)	40 - 65
No. 50 (300 µm)	25 - 42
No. 100 (150 µm)	15 - 30
No. 200 (75 µm)	10 - 20
Residual asphalt content percent dry weight of aggregate	10% - 16%

The job mix formula (mix design) shall be run using aggregate within the gradation band for the desired type shown in Table 1. Once the mix design has been submitted and approved by the RPR, the aggregate used on the project shall not vary by more than the tolerances shown in Table 2. At no time shall the aggregate used go out of the gradation band in Table 1.

The aggregate will be accepted at the job location or stockpile based on five gradation test samples in accordance with ASTM D75. If the average of the five tests is within the gradation tolerances, then the materials will be accepted. If the tests show the material to be out of tolerance, the Contractor will be given the choice either to remove the material or blend other aggregates with the stockpile material to bring it into

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specification. Materials used in blending shall meet the quality tests before blending and shall be blended in a manner to produce a consistent gradation. This blending may require a new mix design.

Screening shall be required at the project stockpile site if there are oversize materials in the mix.

Precautions shall be taken to prevent segregation of the aggregate in storing and handling. The stockpile shall be kept in areas that drain readily.

a. Aggregate Tolerance. Once the mix design has been accepted, the aggregate gradation used on the project may vary from the aggregate gradation used in the mix design on each sieve by the percentages shown in Table 2. If the project aggregate fails to remain within this tolerance, a new mix design will be required by the RPR at the expense of the Contractor.

Table 2. Aggregate Tolerance

Sieve Size	Tolerance, percent by weight passing sieve
3/8 inch (9.5 mm)	
No. 4 (4.75 mm)	±5%
No. 8 (2.36 mm)	±5%
No. 16 (1.18 mm)	±5%
No. (600 µm)	±5%
No. 50 (300 µm)	±4%
No. 100 (150 µm)	±3%
No. 200 (75 µm)	±2%
Residual Asphalt, percent dry weight of aggregate	±1%

626-2.2 Mineral filler. If mineral filler, in addition to that naturally present in the aggregate, is necessary, it shall meet the requirements of ASTM D242 and shall be used in the amounts required by the mix design. The mineral filler shall be considered as part of the aggregate.

626-2.3 Emulsified asphalt. The emulsified asphalt shall conform to the requirements of ASTM D3628. The cement mixing test is waived for these slurry type emulsions. The type of emulsified asphalt shall be either anionic or cationic, whichever is best suited to the aggregate and job conditions to be encountered.

The Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt delivered to the project. If the asphalt emulsion is diluted at other than the manufacturer's facility, the Contractor shall provide a supplemental COA from an independent laboratory verifying the asphalt emulsion properties.

The COA shall be provided to and approved by the RPR before the emulsified asphalt is applied. The furnishing of the vendor's certified test report for the asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the project.

626-2.4 Polymer. The Contractor shall submit manufacturer's technical data, the manufacturer's certification indicating that the polymer meets the requirements of the specification, and the asphalt material manufacturer's approval of its use to the RPR.

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626-2.5 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

COMPOSITION AND APPLICATION

626-3.1 Composition. The slurry seal shall consist of a mixture of emulsified asphalt, mineral aggregate, a minimum of 1% polymer, additives as necessary, and water.

626-3.2 Job mix formula. The mix design shall be developed by a laboratory with experience in designing slurry seal mixes and a signed copy shall be submitted in writing by the Contractor to the RPR at least 10 days prior to the start of operations. No slurry seal for payment shall be placed until a mix design has been approved by the RPR.

The laboratory report (mix design) shall indicate the proportions of aggregates, mineral filler (minimum and maximum), water (minimum and maximum), polymer (%), and asphalt emulsion based on the dry aggregate weight. It shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effects). The mix design shall be in effect until modified in writing by the RPR. If the sources of materials change, a new mix design shall be established before the new material is used.

The Contractor shall submit to the RPR for approval a complete mix design on the materials proposed for use, prepared and certified by an approved laboratory. Compatibility of the aggregate, emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate and grade of emulsified asphalt that the Contractor will provide on the project. At a minimum, the required tests and values needed are as follows:

Slurry Mix Tests

ISSA Technical Bulletin No.	Description	Specification
ISSA TB-100	Wet track abrasion loss one hour soak	50 g/ft² Max (538 g/m²)
ISSA TB-115	Determination of Slurry System Compatibility	Pass

626-3.3 Application rate. Unless otherwise specified, the slurry seal shall be applied at the application rates shown in Table 3.

Table 3. Slurry Application Rates

Mix Measurement	Type I
Pounds of mixture per square yard	8 - 12
Kilograms of mixture per square meter	4.3 – 6.5

The rate of application shall not vary more than ±2 pounds per square yard (±1.1 km per square meter).

626-3.4 Control strips. Control strips shall be placed prior to the start of the slurry seal work in the presence of the RPR. The test area will be located on the existing pavement and designated by the RPR. Control strips shall be made by each machine after calibration. Separate control strips by a minimum of 200 feet between sections. Samples of the slurry seal may be taken and the mix consistency verified by using ISSA TB-106 Measurement of Slurry Seal Consistency test. In addition, the proportions of the individual materials may be verified by the RPR by using the calibration information provided after machine calibration. If any test does not meet specification requirements, additional tests shall be made at the expense of the Contractor, until an acceptable control strip is placed.

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A qualified slurry seal Contractor's representative shall be present in the field to assist the Contractor in applying test areas and/or control strips to determine the optimum application rate of both emulsion and aggregate.

CONSTRUCTION METHODS

626-4.1 Weather limitations. The slurry seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling but may be applied when both pavement and air temperature are above 45°F (7°C) and rising. No slurry seal shall be applied when the finished product will freeze before 24 hours. Do not apply slurry seal during rain or other adverse weather conditions. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

626-4.2 Equipment and tools. The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of this work.

a. Slurry mixing equipment. The machine shall be specifically designed and manufactured to lay slurry seal. The material shall be mixed by a self-propelled slurry seal mixing machine of either truck mounted or continuous run design. Either type machine shall be able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, and water to a revolving mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for materials to maintain an adequate supply to the proportioning controls.

If continuous run equipment is used, the machine shall be equipped to allow the operator full control of the forward and reverse speed of the machine during application of the slurry seal, with a self-loading device, with opposite side driver stations, all part of original equipment manufacturer design.

The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit of the mixing chamber shall be capable of thoroughly blending all ingredients. No excessive mixing shall be permitted. The mixing machine shall be equipped with a fines feeder that provides an accurate metering device or method to introduce a predetermined proportion of mineral filler into the mixer at the same time and location that the aggregate is fed into the mixer.

The mixing machine shall be equipped with a water pressure system and fog-type spray bar adequate for complete fogging of the surface with an application of 0.05 to 0.10 gallon per square yard (0.23 to 0.45 liter per square meter) preceding the spreading equipment.

Sufficient machine storage capacity to mix properly and apply a minimum of 5 tons (4500 kg) of the slurry shall be provided. Proportioning devices shall be calibrated prior to placing the slurry seal.

b. Slurry spreading equipment. The mixture shall be spread uniformly by means of a conventional surfacing spreader box attached to the mixer and equipped to agitate and spread the material evenly throughout the box. A front seal shall be provided to ensure no loss of the mixture at the surface contact point. The rear seal shall act as the final strike-off and shall be adjustable. The spreader box and rear strike-off shall be designed and operated to produce a free flow of material of uniform consistency to the rear strike-off. The spreader box shall provide suitable means to side shift the box to compensate for variations in the pavement geometry. A burlap drag or other approved screed may be attached to the rear of the spreader box to provide a uniform mat.

c. Auxiliary equipment. Other tools or equipment such as brushes, hand squeegees, hose equipment, tank trucks, water distributors and flushers, power blowers, barricades, etc., shall be provided as required.

d. Roller. The roller, if required, shall be a self-propelled pneumatic-tired roller capable of exerting a contact pressure during rolling of 50 lb / sq inch (350 Newtons per square meter). It shall be equipped with a water spray system, to be used if the slurry is picking up on the tires during rolling.

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e. Tack coat and distributor. Normally a tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the tack coat should consist of one part emulsified asphalt and three parts water. The emulsified asphalt may be the same as that used in the mix. Pressure distributors used for application of the diluted asphalt emulsion tack coat shall be self-propelled, equipped with pneumatic tires, and capable of uniformly applying 0.05 to 0.15 gallon per square yard (0.23 to 0.68 liter per square meter) of the diluted emulsion over the required width of application. Distributors shall be equipped with tachometers, pressure gauges, and volume-measuring devices. The tack coat shall be applied at least two (2) hours before the slurry seal but within the same day.

626-4.3 Equipment calibration. Each slurry mixing unit to be used on the project shall be calibrated in the presence of the RPR prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted by the RPR provided they were made during the calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering devices. No machine will be allowed to work on the project until the calibration has been completed and/or accepted by the RPR.

626-4.4 Preparation of existing surface. Clean pavement surface immediately prior to placing the seal coat by sweeping, flushing well with water leaving no standing water, or a combination of both, so that it is free of dust, dirt, grease, vegetation, oil or any type of objectionable surface film. Remove oil or grease that has not penetrated the asphalt pavement by scraping or by scrubbing with a detergent, then wash thoroughly with clean water. After cleaning, treat these areas with the oil spot primer. Any additional surface preparation, such as crack repair, and marking removal shall be in accordance with Item P-605 and P-620.

626-4.5 Application of slurry seal surface treatment. The surface shall be pre-wet ahead of the slurry spreader box by fogging at a rate that dampens the surface with no apparent standing water. The slurry mixture shall be at the desired consistency when exiting the mixer. Total time of mixing shall not exceed two (2) minutes. A sufficient amount of slurry shall be carried in all parts of the spreader box at all times so that complete coverage of all surface voids and cracks is obtained. Care shall be taken not to overload the spreader box which shall be towed at a slow and uniform rate not to exceed 5 miles per hour (8 km per hour). No lumping, balling, or unmixed aggregate shall be permitted. No segregation of the emulsion and fines from the coarse aggregate will be permitted. If the coarse aggregate settles to the bottom of the mix, the slurry shall be removed from the pavement surface. A sufficient amount of slurry shall be fed into the box to keep a full supply across the full width of the spreader box. The mixture shall not be permitted to overflow the sides of the spreader box. No breaking of the emulsion will be allowed in the spreader box. The finished surface shall have no more than four (4) tear or drag marks greater than 1/2-inch (12 mm) wide and 4-inch (100 mm) long in any 12-foot (3.7-m) by 22-foot (25-sq m) section. It shall have no tear or drag marks greater than 1 inch (25 mm) wide and 3-inch (15 mm) long.

The finished surface shall have no transverse ripples of 1/4-inch (6 mm) or more in depth, as measured with a 12-foot (3.7 meter) straightedge laid upon the surface.

Adjacent lanes shall be lapped at the edges a minimum of 2 inch (50 mm) with a maximum of 4 inch (100 mm) to provide complete sealing at the overlap. Construction longitudinal and transverse joints shall be neat and uniform without buildup, uncovered areas, or unsightly appearance. All joints shall have no more than 1/4-inch (6 mm) difference in elevation when measured across with a 12-foot (3.7 meter) straightedge.

The fresh slurry seal application shall be protected by barricades and markers and permitted to dry for four (4) to 24 hours, depending on weather conditions. Any damage to uncured slurry shall be repaired at the expense of the Contractor.

In areas where the spreader box cannot be used, the slurry shall be applied by means of a hand squeegee. Upon completion of the work, the seal coat shall have no holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement. The finished surface shall present a uniform

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and skid resistant texture satisfactory to the RPR. All wasted and unused material and all debris shall be removed from the site prior to final acceptance.

Upon completion of the project, the Contractor shall sweep the finished surface with a conventional power rotary broom, to remove any potential loose material from the surface. The material removed by sweeping shall be disposed of in a manner satisfactory to the RPR.

626-4.6 Emulsion material (Contractor's responsibility). Samples of the emulsion that the Contractor proposes to use, together with a statement as to its source, shall be submitted, and approval shall be obtained before using such material. The Contractor shall submit to the RPR a manufacturer's certified report for each consignment of the emulsion. The manufacturer's certified report shall not be interpreted as a basis for final acceptance. All such reports shall be subject to verification by testing samples of the emulsion received for use on the project.

METHOD OF MEASUREMENT

626-5.1 The emulsified asphalt shall be measured by the ton. The amount of emulsified asphalt to be paid for will be measured in gallons at 60°F (L at 16°C). Correct volumes measured at temperatures other than 60°F (16°C) in accordance with ASTM D1250 using a coefficient of expansion of 0.00025 per degree F (0.00045 per degree C) for asphalt emulsion. Only the actual quantity of undiluted emulsified asphalt will be measured for payment.

626-5.2 Aggregate shall be measured by the ton (kg) of dry aggregate. Measurement of the materials shall be by approved weigh scales.

BASIS OF PAYMENT

626-6.1 Payment shall be made at the contract unit price per ton for the emulsified asphalt.

626-6.2 Payment shall be made at the contract unit price per ton (kg) for aggregate.

These prices shall be full compensation for furnishing all materials, for preparing, mixing, and applying these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-626-6.1	Emulsified Asphalt for Slurry Coat – per ton
Item P-626-6.2	Aggregate - per ton (kg) of dry aggregate.

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REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures
ASTM D977	Standard Specification for Emulsified Asphalt
ASTM D1250	Standard Guide for Use of the Petroleum Measurement Tables
ASTM D2397	Standard Specification for Cationic Emulsified Asphalt
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

International Slurry Surfacing Association (ISSA)

ISSA A-105	Recommended Performance Guidelines for Emulsified Asphalt Slurry Seal
ISSA TB-100	Laboratory Test Method for Wet Track Abrasion of Slurry Surfacing Systems
ISSA TB-106	Slurry Seal Consistency Template
ISSA TB-115	Test Method for Determination of Slurry System Compatibility

END OF ITEM P-626

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Item L-125 Installation of Airport Lighting Systems

DESCRIPTION

125-1.1 This item shall consist of airport lighting systems furnished and installed in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The systems shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

125-2.1 General.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not perform as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system to operate properly.

b. Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in electronic PDF format, tabbed by specification section. The RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least 4 years from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

125-2.2 Conduit/Duct. Not required.

125-2.3 Cable and Counterpoise. Not required.

125-2.4 Tape. Not Required.

125-2.5 Cable Connections. Not required.

125-2.6 Retroreflective Markers. Not required.

125-2.7 Runway and Taxiway Lights. Not required.

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125-2.8 Runway and Taxiway Signs. Not required.

125-2.9 Runway End Identifier Light (REIL). Not required.

125-2.10 Precision Approach Path Indicator (PAPI). Not required.

125-2.11 Circuit Selector Cabinet. Not required.

125-2.12 Light Base and Transformer Housings. Not required

125-2.13 Isolation Transformers. Not required.

125-2.14 Sign Panels. The runway designation marking and signing at this airport is being upgraded in this project. The panels in some of the mandatory instruction signs will be replaced with new panels to reflect the new runway number designations of the runway. The existing signs are ADB Safegate. New sign panels shall match existing and fit into the existing sign. The existing signs will be installed in 2023 and are 3 module, Size 1, Style 2, Class 2.

INSTALLATION

125-3.1 Installation. The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, grounds and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

125-3.2 Testing. All signs shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.

125-3.3 Shipping and Storage. Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer's recommendations.

125-3.4 Elevated and In-pavement Lights. Not required.

125-3.5 Guidance Signs. Not required.

125-3.6 Replace Sign Panels. The sign face panels shall be changed on the mandatory instruction signs as shown on the plans. All extra sign face panels shall be installed on existing guidance signs as indicated on the plans. Existing sign panels to be removed shall be disposed of offsite at no additional cost to the Owner. Any sign face damaged by the Contractor shall be replaced at no cost to the Owner.

METHOD OF MEASUREMENT

125-4.1 Airfield guidance sign panels furnished and installed on existing signs shall be measured by the number of sign panels installed and accepted by the RPR and Airport.

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BASIS OF PAYMENT

All concrete and reinforcing steel installed for any items in the L-125 specification shall be considered incidental to each item.

125-5.1 Payment will be made at the Contract unit price for each airfield guidance sign panel of the type, size, and style required to be furnished, installed, and accepted by the RPR and the Airport. This payment will be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete this item including disposal of existing airfield guidance sign panels to be removed offsite.

Payment will be made under:

Airfield Guidance Sign Panel Replacement – 3 Module (L-125)	-	per Each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Runway and Taxiway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program

Engineering Brief (EB)

EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures

END OF ITEM L-125

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APPENDIX A
CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

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COLUSA COUNTY AIRPORT
COLUSA, CALIFORNIA

CRACK SEAL AND SLURRY SEAL
RUNWAY 13-31- PHASE 2

AIP NO. 3-06-0048-___-2023

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

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MAY 2022

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APPENDIX C. SAFETY AND PHASING PLAN CHECKLIST

This appendix is keyed to Chapter 2. In the electronic version of this AC, clicking on the paragraph designation in the Reference column will access the applicable paragraph. There may be instances where the CSPP requires provisions that are not covered by the list in this appendix.

This checklist is intended as an aid, not a required submittal.

Table C-1. CSPP Checklist

Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
General Considerations					
Requirements for predesign, prebid, and preconstruction conferences to introduce the subject of airport operational safety during construction are specified.	2.5	X			
Operational safety is a standing agenda item for construction progress meetings.	2.5	X			
Scheduling of the construction phases is properly addressed.	2.6	X			
Any formal agreements are established.	2.5.3			X	
Areas and Operations Affected by Construction Activity					
Drawings showing affected areas are included.	2.7.1	X			
Closed or partially closed runways, taxiways, and aprons are depicted on drawings.	2.7.1.1	X			
Access routes used by ARFF vehicles affected by the project are addressed.	2.7.1.2	X			
Access routes used by airport and airline support vehicles affected by the project are addressed.	2.7.1.3	X			
Underground utilities, including water supplies for firefighting and drainage.	2.7.1.4	X			

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Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Approach/departure surfaces affected by heights of temporary objects are addressed.	2.7.1.5	X			
Construction areas, storage areas, and access routes near runways, taxiways, aprons, or helipads are properly depicted on drawings.	2.7.1	X			
Temporary changes to taxi operations are addressed.	2.7.2.1	X			
Detours for ARFF and other airport vehicles are identified.	2.7.2.2	X			
Maintenance of essential utilities and underground infrastructure is addressed.	2.7.2.3	X			
Temporary changes to air traffic control procedures are addressed.	2.7.2.4	X			
NAVAIDs					
Critical areas for NAVAIDs are depicted on drawings.	2.8	X			
Effects of construction activity on the performance of NAVAIDS, including unanticipated power outages, are addressed.	2.8	X			
Protection of NAVAID facilities is addressed.	2.8	X			
The required distance and direction from each NAVAID to any construction activity is depicted on drawings.	2.8	X			
Procedures for coordination with FAA ATO/Technical Operations, including identification of points of contact, are included.	2.8, 2.13.1, 2.13.5.3.1, 2.18.1	X			
Contractor Access					
The CSPP addresses areas to which contractor will have access and how	2.9	X			

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Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
the areas will be accessed.					
The application of 49 CFR Part 1542 Airport Security, where appropriate, is addressed.	2.9			X	
The location of stockpiled construction materials is depicted on drawings.	2.9.1	X			
The requirement for stockpiles in the ROFA to be approved by FAA is included.	2.9.1	X			
Requirements for proper stockpiling of materials are included.	2.9.1	X			
Construction site parking is addressed.	2.9.2.1	X			
Construction equipment parking is addressed.	2.9.2.2	X			
Access and haul roads are addressed.	2.9.2.3	X			
A requirement for marking and lighting of vehicles to comply with AC 150/5210-5, *Painting, Marking and Lighting of Vehicles Used on an Airport*, is included.	2.9.2.4	X			
Proper vehicle operations, including requirements for escorts, are described.	2.9.2.5, 2.9.2.6	X			
Training requirements for vehicle drivers are addressed.	2.9.2.7	X			
Two-way radio communications procedures are described.	2.9.2.9	X			
Maintenance of the secured area of the airport is addressed.	2.9.2.10	X			
Wildlife Management					
The airport operator's wildlife management procedures are addressed.	2.10	X			

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Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Foreign Object Debris Management					
The airport operator's FOD management procedures are addressed.	2.11	X			
Hazardous Materials Management					
The airport operator's hazardous materials management procedures are addressed.	2.12	X			
Notification of Construction Activities					
Procedures for the immediate notification of airport user and local FAA of any conditions adversely affecting the operational safety of the airport are detailed.	2.13	X			
Maintenance of a list by the airport operator of the responsible representatives/points of contact for all involved parties and procedures for contacting them 24 hours a day, seven days a week is specified.	2.13.1	X			
A list of local ATO/Technical Operations personnel is included.	2.13.1			X	
A list of ATCT managers on duty is included.	2.13.1			X	
A list of authorized representatives to the OCC is included.	2.13.2			X	
Procedures for coordinating, issuing, maintaining and cancelling by the airport operator of NOTAMS about airport conditions resulting from construction are included.	2.8, 2.13.2, 2.18.3.3.9	X			
Provision of information on closed or hazardous conditions on airport movement areas by the airport operator to the OCC is specified.	2.13.2			X	
Emergency notification procedures for medical, fire fighting, and police	2.13.3	X			

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Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
response are addressed.					
Coordination with ARFF personnel for non-emergency issues is addressed.	2.13.4	X			
Notification to the FAA under 14 CFR parts 77 and 157 is addressed.	2.13.5	X			
Reimbursable agreements for flight checks and/or design and construction for FAA owned NAVAIDs are addressed.	2.13.5.3.2			X	
Inspection Requirements					
Daily and interim inspections by both the airport operator and contractor are specified.	2.14.1, 2.14.2	X			
Final inspections at certificated airports are specified when required.	2.14.3	X			
Underground Utilities					
Procedures for protecting existing underground facilities in excavation areas are described.	2.15	X			
Penalties					
Penalty provisions for noncompliance with airport rules and regulations and the safety plans are detailed.	2.16	X			
Special Conditions					
Any special conditions that affect the operation of the airport or require the activation of any special procedures are addressed.	2.17	X			
Runway and Taxiway Visual Aids - Marking, Lighting, Signs, and Visual NAVAIDs					
The proper securing of temporary airport markings, lighting, signs, and visual NAVAIDs is addressed.	2.18.1	X			
Frangibility of airport markings, lighting, signs, and visual NAVAIDs is specified.	2.18.1, 2.18.3, 2.18.4.2, 2.20.2.4	X			

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Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
The requirement for markings to be in compliance with AC 150/5340-1, *Standards for Airport Markings*, is specified.	2.18.2	X			
Detailed specifications for materials and methods for temporary markings are provided.	2.18.2			X	
The requirement for lighting to conform to AC 150/5340-30, *Design and Installation Details for Airport Visual Aids;* AC 150/5345-50, *Specification for Portable Runway and Taxiway Lights;* and AC 150/5345-53, *Airport Lighting Certification Program*, is specified.	2.18.3	X			
The use of a lighted X is specified where appropriate.	2.18.2.1.2, 2.18.3.2	X			
The requirement for signs to conform to AC 150/5345-44, *Specification for Runway and Taxiway Signs;* AC 50/5340-18, *Standards for Airport Sign Systems;* and AC 150/5345-53, *Airport Lighting Certification Program*, is specified.	2.18.4	X			
Marking and Signs For Access Routes					
The CSPP specifies that pavement markings and signs intended for construction personnel should conform to AC 150/5340-18 and, to the extent practicable, with the MUTCD and/or State highway specifications.	2.18.4.2	X			
Hazard Marking and Lighting					
Prominent, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles are specified.	2.20.1	X			

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Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Hazard marking and lighting are specified to identify open manholes, small areas under repair, stockpiled material, and waste areas.	2.20.1			X	
The CSPP considers less obvious construction-related hazards.	2.20.1	X			
Equipment that poses the least danger to aircraft but is sturdy enough to remain in place when subjected to typical winds, prop wash and jet blast is specified.	2.20.2.1	X			
The spacing of barricades is specified such that a breach is physically prevented barring a deliberate act.	2.20.2.1	X			
Red lights meeting the luminance requirements of the State Highway Department are specified.	2.20.2.2			X	
Barricades, temporary markers, and other objects placed and left in areas adjacent to any open runway, taxiway, taxi lane, or apron are specified to be as low as possible to the ground, and no more than 18 inch high.	2.20.2.3	X			
Barricades are specified to indicate construction locations in which no part of an aircraft may enter.	2.20.2.3	X			
Highly reflective barriers with lights are specified to barricade taxiways leading to closed runways.	2.20.2.5	X			
Markings for temporary closures are specified.	2.20.2.5			X	
The provision of a contractor's representative on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades is specified.	2.20.2.7	X			

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Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
Work Zone Lighting for Nighttime Construction					
If work is to be conducted at night, the CSPP identifies construction lighting units and their general locations and aiming in relationship to the ATCT and active runways and taxiways.	2.21			X	
Protection of Runway and Taxiway Safety Areas					
The CSPP clearly states that no construction may occur within a safety area while the associated runway or taxiway is open for aircraft operations.	2.22.1.1, 2.22.3.1	X			
The CSPP specifies that the airport operator coordinates the adjustment of RSA or TSA dimensions with the ATCT and the appropriate FAA Airports Regional or District Office and issues a local NOTAM.	2.22.1.2, 2.22.3.2			X	
Procedures for ensuring adequate distance for protection from blasting operations, if required by operational considerations, are detailed.	2.22.3.3			X	
The CSPP specifies that open trenches or excavations are not permitted within a safety area while the associated runway or taxiway is open, subject to approved exceptions.	2.22.1.4			X	
Appropriate covering of excavations in the RSA or TSA that cannot be backfilled before the associated runway or taxiway is open is detailed.	2.22.1.4			X	
The CSPP includes provisions for prominent marking of open trenches and excavations at the construction site.	2.22.1.4			X	
Grading and soil erosion control to maintain RSA/TSA standards are	2.22.3.5			X	

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Coordination	Reference	Addressed?			Remarks
		Yes	No	NA	
addressed.					
The CSPP specifies that equipment is to be removed from the ROFA when not in use.	2.22.2	X			
The CSPP clearly states that no construction may occur within a taxiway safety area while the taxiway is open for aircraft operations.	2.22.3	X			
Appropriate details are specified for any construction work to be accomplished in a taxiway object free area.	2.22.4	X			
Measures to ensure that personnel, material, and/or equipment do not penetrate the OFZ or threshold siting surfaces while the runway is open for aircraft operations are included.	2.22.4.3.6			X	
Provisions for protection of runway approach/departure areas and clearways are included.	2.22.6	X			
Other Limitations on Construction					
The CSPP prohibits the use of open flame welding or torches unless adequate fire safety precautions are provided and the airport operator has approved their use.	2.23.1.2	X			
The CSPP prohibits the use of electrical blasting caps on or within 1,000 ft (300 m) of the airport property.	2.23.1.3	X			

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COLUSA COUNTY AIRPORT
COLUSA, COLUSA COUNTY CALIFORNIA

CRACK SEAL AND SLURRY SEAL
RUNWAY 13-31- PHASE 2
AIP NO. 3-06-0048-___-2023

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

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EXHIBIT 1 CONSTRUCTION SAFETY AND PHASING PLAN
EXHIBIT 2 CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

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COLUSA COUNTY AIRPORT
COLUSA, COLUSA COUNTY, CALIFORNIA

CRACK SEAL AND SLURRY SEAL
RUNWAY 13-31- PHASE 2
AIP NO. 3-06-0048-___-2023

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

INTRODUCTION

The County of Colusa, with Federal assistance from the Federal Aviation Administration under the Airport Improvement Program (AIP), proposes to seal cracks, and slurry seal the runway 13-31 Phase 2 at Colusa County Airport, Colusa, California, including the remarking of the runway numbers to change them from "13" and "31" to "14" and "32". The Sponsor will comply and will require all parties involved with this project to comply with the Federal Aviation Administration (F.A.A.) requirements regarding safety and phasing of construction projects on airports.

The purpose of this Construction Safety and Phasing Plan (CSPP) is to provide the contractor and project manager guidance for compliance with Federal Aviation Administration (FAA) rules and regulations, and associated requirements of the County of Colusa, with regards to access onto air operations areas of Colusa County Airport, Colusa, California, during the construction of the subject project.

Prior to issuance of Notice to Proceed, the Contractor will prepare a Safety Plan Compliance Document (SPCD) specifically for this project, furnish the SPCD to the Resident Project Representative (RPR), and obtain RPR's approval of the document.

This Construction Safety and Phasing Plan is based on the guidance of FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports During Construction."

The Checklist for FAA CSPP Review is included in this CSPP. The Contractor will address all items checked on this list in his/her Safety Plan Compliance Document (SPCD) submitted prior to beginning work on this project.

(1) COORDINATION

(a) Progress Meetings

The Sponsor will conduct predesign, prebid, and preconstruction conferences and weekly meetings during construction to introduce and stress the subject of airport operational safety during construction, as follows:

- Predesign Conference: This meeting will be held as soon as sufficient preliminary design work as been completed and prior to preparation of the final plans and specifications. This meeting will be attended by the Design Engineer, Airport Management, Air Transport Association regional representatives,

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Airline Pilots Association representatives, fixed base operators, airline representatives, FAA airport certification inspector, and the Program Manager of the FAA Airports District Office, as applicable.

- Prebid Conference: This meeting will be held a minimum of 10 days prior to the bid opening date. The participants in this meeting will include prospective bidders, subcontractors, material suppliers, the Design Engineer, and Airport Management.
- Preconstruction Conference: This conference will be conducted as soon as practicable after the contract has been awarded and before issuance of notice to proceed. The participants will include the Design Engineer, Resident Project Representative (RPR), Airport Management, testing laboratory representative, Contractor and subcontractors, Contractor's project superintendent, airport users, utility companies affected by the proposed construction, Federal, State or local agencies affected by the proposed construction, and the Civil Engineer of the FAA Airports District Office, as applicable.
- Weekly Meetings: Weekly progress meetings will be held at the airport. Operational safety will be a standing agenda item for discussion during weekly progress meetings throughout the construction of this project. The Contractor will present an updated progress report for the total work and a two-week look-ahead schedule. The participants will include the RPR, Airport Management, testing laboratory representative, Contractor's project superintendent, subcontractors, airport users, and the Civil Engineer of the FAA Airports District Office, as applicable.

(b) Scope or Schedule Changes – Changes in the scope or duration of the project may necessitate revisions to the CSPP. These revisions will be submitted for review and approval by the airport operator and the FAA.

(c) Airport Coordination – The rotating beacon, PAPIs, and wind cones will be shut down during the construction work performed when runway is closed. Coordination with the Airport of the shutdown of these facilities will be accomplished.

(d) FAA ATO Coordination – There are no FAA owned NAVAIDS at this airport. As a result FAA ATO coordination will not be required.

(2) PHASING

There are a total of 20 working days allowed for completion of this project. The scope of work included in this project is as shown in Article 1 of this Construction Safety and Phasing Plan.

(a) *Phasing Elements* - The details of the scope and staging are shown on the Construction Safety and Phasing Plan Drawing, and as follows:

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Phase	Contractor's Work	Contractor's Work Area	Facility Closure
1	Marking Removal	Work Zone 1 Work Zone 2	Taxiways A, A1 through A5, and Runway
2	Reseal Cracks	Work Zone 1 Work Zone 2	Taxiways A, A1 through A5, and Runway
3	Slurry Seal	Work Zone 1 Work Zone 2	Taxiways A, A1 through A5, and Runway
4	Marking 1st Coat	Work Zone 1 Work Zone 2	Taxiways A, A1 through A5, and Runway
5	Marking – 2nd Coat	Work Zone 1 Work Zone 2	Taxiways A, A1 through A5, and Runway

Contractor is allowed five (5) consecutive days to complete Stages 1 through 4. Minimum 48 hours of cure time shall be allowed between Stages 3 and 4.

Start Stage 5 two weeks after completing Stage 4. Contractor will be allowed one (1) day for Stage 5.

No construction shall take place between April 1 through August 31. No night work will be allowed.

Stage 1 Marking Removal and Stage 2 Crack Seal may occur at the same time. Any damage to crack sealant due to marking removal operations will be touched up prior to Stage 3 Slurry Seal.

Contractor will complete Stage 1 Marking Removal and Stage 2 Crack Seal, prior to starting the Stage 3 Slurry Seal.

Contractor will allow a minimum of 48 hours of cure time between Stage 3 Slurry Seal and Stage 4 Marking 1st Coat.

Contractor will allow a minimum of two weeks between Stage 4 Marking 1st Coat and Stage 5 Marking 2nd Coat.

The runway will be closed at the start of Stage 1 marking removal and remain closed until Stage 4 marking 1st coat is complete.

The Contractor will provide a detailed two-week look-ahead plan and schedule showing limits of proposed work and the locations of barricades. All schedules will

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be updated and coordinated with the Airport Manager and the RPR in order to NOTAM Runway 13-31 NAVAIDs out of service when the runway is closed.

(b) *Construction Safety Drawing* - The scope of the project and details of the phasing are shown on Exhibit 1 –Construction Safety and Phasing Plan.

(3) AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY

(a) Identification of Affected Areas. All areas affected by the construction activity in this project are shown on the Construction Safety and Phasing Plan Exhibit 1. Identified on this drawing are barricading of work areas; Aircraft Rescue and Fire Fighting (ARFF) access routes; and access routes to be used by aircraft and the contractor. Construction areas, storage areas, and Contractor haul/access routes are also depicted on this drawing.

(b) Mitigation of Effects. It is necessary to maintain the safety and efficiency of airport operations during construction operations. The establishment of the following procedures will be required:

(1) Temporary Changes to Runway and/or Taxiway Operations:

The airport will be closed to all aircraft operations during the construction of this project.

Owner-furnished crosses will be placed on the numbers of the closed Runway 13-31 as shown on the Construction Safety and Phasing Plan. Owner-furnished lighted barricades will be installed and maintained at the locations on the runway and taxiways as shown on the Construction Safety and Phasing Plan.

Contractor will install and maintain closed runway x's at both ends of Runway 13-31 when runway is closed. Runway x's will be placed on runway numbers or beyond the end of the runway if work is taking place on the numbers.

All work will be performed during the daylight hours of 7AM to 5PM, unless scheduled and coordinated with RPR , Airport Manager and FAA 45 days prior to start of work.

Construction will be limited to no closer than 60 feet from the runway centerlines and 49 feet from the taxiway centerlines, unless the runway is closed. The runway safety area beyond the Runway 13-31 threshold will be maintained at 240 feet unless the runway is closed.

Pull back operations are not allowed. If the contractor is working on a runway/taxiway or in the RSA/TSA/TOFA, the surface will be closed.

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(2) Detours for ARFF and Other Airport Vehicles:

All ARFF and other airport vehicles will have full access to all runways, taxiways, aprons, and hangars during the construction of this project. The ARFF access route is shown in blue on the Construction Safety and Phasing Plan.

(3) Maintenance of Essential Utilities and Underground Infrastructure:

No utilities or underground infrastructure will be affected by this project.

There will be no temporary utilities installed. If one of the existing utility lines is damaged, specifications require the Contractor to immediately repair it at his/her cost and to reimburse the Airport for damages due to shutdown. If these damaged utilities cannot be immediately repaired, the Airport will immediately issue required NOTAMs.

Contractor will be required to test the airfield lighting circuits before reopening the runway to ensure all circuits are operational. Contractor will have an approved technician available on call to come back to the airport if called at night, holidays, and weekends to make any repairs necessary to maintain all circuits operational at all times.

(4) Temporary Changes to Air Traffic Control Procedures.

Colusa County Airport does not have an Air Traffic Control Tower. Prior to any construction, a NOTAM will be issued identifying areas of closure and time of closure. The RPR, who will be on site during construction, will be equipped with a two-way radio and will monitor Unicom frequency and notify aircraft operating in the area of runway closures or other safety related items.

(4) NAVAIDs

There are navigational aids (NAVAIDs) existing on this airport that will be affected by the construction of this project. These NAVAIDs and corresponding critical areas are shown on the Construction Safety and Phasing Plan Exhibit 1. Such facilities must be fully protected during the entire construction time period or shut down as noted below.

(a) <u>NAVAIDs Affected by Construction</u>

There are PAPIs serving Runways 13 and 31 at the Colusa County Airport. These facilities will be turned off when Runway 13-31 is closed. The Contractor will be required to give the Airport 48 hours' notice prior to shutting down the NAVAIDs.

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(b) NAVAIDs Placed out of Service

The PAPIs for Runways 13 and 31 will be placed out of service when Runway 13-31 is closed to airport operations. Appropriate NOTAMs will be issued. The shutdown and restart of these facilities will be coordinated with the Airport.

(c) Protection of NAVAIDs Remaining in Service

The Contractor will be limited to specified work areas near the NAVAID facilities as shown on the CSPP and Facility Closure Drawings. Work under this contract can be accomplished in the vicinity of these facilities only at approved periods of time. Approval will be subject to withdrawal at any time because of changes in weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason determined by the RPR acting under the orders and instructions of the airport management. Any instructions to the Contractor to clear any given area, at any time, by the RPR or Airport Management (by radio or other means) will be immediately executed. Construction work will be commenced in the cleared area only when additional instructions are issued by the proper authorities.

(d) NOTAMs

When the NAVAIDs are shut down during construction, experience an unexpected power outage, or are otherwise affected by construction activities, the Airport will issue a Notice to Airmen (NOTAM) as outlined in Article 9 of this CSPP.

(e) Protection of Underground Cable

There are underground ducts and cable in the construction area to serve the lights, and NAVAIDs. The location of these facilities will be identified by USA before any work in their general vicinity is started as described in Article 11 of this CSPP. Throughout the entire time of this construction these facilities will be protected by the Contractor from any possible damage, including crossing with unauthorized equipment except for those facilities that will be replaced in this contract.

(f) Temporary NAVAIDs

No temporary NAVAIDs are proposed to replace or supplement existing facilities during the construction of this project.

(5) CONTRACTOR ACCESS

(a) Stockpiled Construction Materials/Contractor's Storage Area

The Contractor will be allowed to temporarily stockpile materials, equipment, and supplies in the Contractor's Storage and Staging Area as shown on the CSPP Drawing. All stockpiled materials will be removed from airport site prior to completion of the project and any damage to the pavements caused by the Contractor will be repaired at the Contractor's expense. The Contractor will be

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responsible for maintaining the security, safety, and cleanliness of his/her storage and work areas at all times.

Stockpiled materials and equipment will not be permitted within the Runway Safety Area (RSA) and Object Free Zone (OFZ) of the runway. If it becomes necessary to stockpile materials in the Runway Object Free Area (ROFA), the Sponsor will submit a 7460-1 form to the FAA Airports District Office in Walnut Creek, California.

Stockpiles will be limited to a height of 6 feet, will be graded to drain and will be clearly marked and lighted during hours of restricted visibility or darkness in accordance with Article 16 of this CSPP.

The Contractor will determine and verify that any stockpiled materials are stabilized and stored at the approved location shown on the CSPP and Facility Closure Drawings so as not to be a hazard to aircraft operations and to prevent attraction of wildlife (see Article 6) and foreign object damage (see Article 7).

(b) Vehicle and Pedestrian Operations

It is critical that all pedestrians and vehicles are prevented from unauthorized entry to the Air Operations Area (AOA). The Construction Safety and Phasing Plan, Exhibit 1, clearly delineates the designated access and haul routes, employee parking areas, and construction equipment parking areas. Contractor's personnel and equipment will be limited to the construction areas, parking areas, and haul routes shown on this drawing.

Vehicle parking areas will not impact NAVAID signals or penetrate FAR Part 77 imaginary surfaces.

Employee parking and construction vehicle parking will be restricted to the Contractor's Storage and Staging Area as shown on the CSPP Drawing. Vehicle and construction traffic will be held off from all active paved areas and in no case allowed to cross the active runway unescorted. Contractor's personnel and equipment will at no time occupy or travel on any airport pavement that is used for aircraft operations, except the designated haul route, unless approved by RPR and controlled by flagger.

Vehicle access to the construction areas and Contractor's Storage and Staging Area will be as shown on the CSPP Drawing and will be off Highway 20.

Contractor hauling and operations will occur in the areas shown on the CSPP Drawing. The haul roads are shown in red on the attached CSPP Drawing. Contractor will have on site a vacuum sweeper to keep clean all haul roads on existing airfield pavement as needed.

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Contractor will limit all construction vehicle activity to the limits of the project and the haul road shown on the CSPP drawing. No construction traffic will be allowed beyond the limits of the work area.

Constant observation and control of Contractor's operations on the haul road and in the construction area will be required to assume the safety of all aircraft operations.

Contractor's vehicles and equipment will include a flag on a staff attached to the vehicle so that the flag will be readily visible. The flag will be at least a 3-foot by 3-foot square having a checkered pattern of international orange and white squares at least 1 foot on each side. During periods of low visibility Contractor vehicles and equipment will be equipped with a yellow flashing light mounted on the uppermost part of the vehicle structure.

All vehicle/equipment operators driving on the airport must have an appropriate level of knowledge of airport rules and regulations. The Contractor will be required to submit a list of authorized vehicle operators to the Airport. The vehicle operators will be required to maintain a current drivers' license. Driver training will be limited to designating areas to be avoided and areas where free access will be available. No vehicle will be allowed to cross an active pavement without an escort.

All vehicle operators will be trained on airport procedures, safety, work area limits, security, and communications. All personnel with movement area driving privileges will be trained on pedestrian and ground vehicle procedures, including consequences of noncompliance, prior to moving on foot, or operating a ground vehicle, in movement areas or safety areas.

(c) Radio Communications

Vehicular traffic located in or crossing an active movement area will be escorted by the Airport-furnished flagger who will have a working two-way radio tuned to Unicom frequency 122.800. The driver, through personal observation, will confirm that no aircraft is approaching the vehicle position. Construction personnel may operate in a movement area without two-way radio communication provided a NOTAM is issued closing the area and that the area is properly marked to prevent incursions and the Airport's flagger is present to control operations. The Airport's flagger will either be an airport specialist or the project engineer's specialist. These flaggers will be trained on all movement area procedures.

In non-movement areas the contractor will furnish flaggers with working two-way radios tuned to Unicom frequency 122.8. These flaggers will be trained by Airport personnel and will be approved by the Airport.

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(d) Airport Security

There is a security fence and gates around the property of this airport. Only Contractor and subcontractor employees will be permitted in the work sites. They will be required to enter and exit the airport areas restricted to public access and airport operations area only through the designated Contractor gate. The gate used by the Contractor will remain closed at all times except when authorized equipment is actually entering the airport or gates are continuously guarded to keep unauthorized personnel and wildlife from entering the airport. The security fence, designated Contractor gate, and secure areas on the airport are shown on the CSPP Drawing.

In accordance with the requirements of the Federal Aviation Administration as set forth in FAR 107.11(F), the Contractor will take all steps necessary to assure Owner that the backgrounds of all employees have been checked to the extent necessary to assure that permitting them unescorted access to any area on the airport controlled for security reasons is appropriate. This background check, to the extent allowable by law, will include at a minimum references and prior employment histories to the extent necessary to verify representations made by the employee relating to employment in the preceding 5 years.

(6) WILDLIFE MANAGEMENT

The airport is fenced with a 6-foot chain link perimeter fence and security gates. The gate used by the Contractor will remain closed at all times except when in use or guarded as stated in Article 5 of this CSPP.

Care will be taken to prevent inadvertent incidents of wildlife hazards by ensuring access gates are properly secured to prevent wildlife entry.

The Contractor will carefully control and continuously remove waste or loose materials that might attract wildlife and be aware of and avoid construction activities that might attract wildlife such as:

a. Trash – Food scraps will be collected from construction personnel activity.
b. Standing water
c. Disruption of existing wildlife habitat.
d. Materials and Equipment Stockpiles
e. Poorly maintained fencing and gates.

Should the Contractor encounter wildlife on the airport, he/she will immediately notify Airport Management.

(7) FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

The Contractor will not be allowed to leave or place foreign object debris (FOD) on or near active aircraft movement areas and will be required to control and monitor FOD. Materials tracked onto these areas will be continuously removed during the construction project by broom sweeping.

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Ground vehicle tires will be inspected daily to ensure they are not tracking FOD onto the airfield pavements. Daily inspections of these aircraft movement areas will be made by the RPR as discussed in Article 10 of this CSPP.

The Contractor will maintain the haul road on paved surfaces clear of debris at all times.

(8) HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

The Contractor will be required to manage and contain any hazardous materials (HAZMAT) on the airport. Contractors operating construction vehicles and equipment on the airport must be prepared to expeditiously contain and clean up spills resulting from fuel or hydraulic fluid leaks. The Contractor will refrain from topping off vehicle fuel tanks and have sorbent materials available in the fueling area for when small spills occur.

It is not anticipated that there will be any hazardous materials used or encountered during the construction of this project. The Contractor will be required to keep Material Safety Data Sheets (MSDS) available for inspection for all materials delivered to the airport.

(9) NOTIFICATION OF CONSTRUCTION ACTIVITIES

(a) List of Responsible Representatives. It will be necessary to keep the following people totally informed of the operations that the contractor proposes to perform at Colusa County Airport.

Sponsor:
Michael Azevedo, Public Works Director .....(530) 458-0466

F.A.A.
Tom Richards, Program Manager.....(___) _____
Thomas.E.Richards@faa.gov

Resident Project Representative (RPR)
Melissa Brandley, RPR..... (916) 652-4725 Office
.....(916) 316-1415 Cell

At the start of construction, the Contractor will be required to provide the RPR with the names, telephone numbers, cell phone numbers, and e-mail addresses of all Contractor personnel that are responsible for on-call 24/7 services if necessary.

(b) NOTAMs

The Airport Management will issue Notices to Airmen (NOTAMs) as required accurately describing current airport conditions and contractor operations. This will be coordinated with tenants of the airport. The County or Michael Azevedo, will be responsible for issuing, maintaining, and canceling NOTAMs. The Airport Management has provided a list of airport employees who are authorized to issue NOTAMs to the FSS air traffic manager.

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NOTAMs will be issued clearly identifying where the construction work is being performed and during which periods.

(c) Emergency Notifications:

In case of emergency during the construction of this project, Contractor will notify one or more of the following:

Fire/Police/Ambulance	Call 911
Airport Radio Communication (Article 5 of CSPP)	122.800 Mhz
Colusa Fire Department	(530) 458-7721
Colusa Police Department	(530) 458-7777
Colusa Medical Center	(530) 619-0800
Poison Control	(800) 222-1222

(d) Coordination with ARFF Personnel:

The Contractor will be required to notify Airport and/or Fire Department personnel if any water lines or fire hydrants are damaged or deactivated. The Contractor will also notify Airport and/or Fire Department personnel if there are any blocked or rerouted emergency access routes or if hazardous materials will be used on the airfield. The non-emergency telephone number for the Colusa Fire Department is (530) 458-7721 and the contact person is Dispatcher on Duty. Contractor will confirm in writing the date and time Fire Department was notified and the contact person.

(e) Notification to the FAA:

Part 77. The Contractor will coordinate with the RPR who will file a 7460-1 form with the F.A.A. Airports District Office in Walnut Creek if any construction equipment (i.e. cranes, graders, other equipment) affects navigable airspace as defined in FAR Part 77.

NAVAIDS. For emergency notification about impacts to both airport owned and FAA owned NAVAIDs Airport Management will contact the Operations Control Center at (866) 432-2622.

If construction operations require a shutdown of more than 24 hours, or more than 4 hours daily on consecutive days, of a NAVAID owned by the airport but maintained by the FAA, FAA ATO/Technical Operations will be provided a 45-day minimum notice prior to facility shutdown.

If construction operations will cause impacts to NAVAIDs, the Airport Management will contact FAA ATO Service Area Planning and Requirements Groups a minimum of 45 days prior to implementing these operations and coordinate the shutdown with the local FAA ATO/Technical Operations office,

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including necessary reimbursable agreements and flight checks. A 7-day notice will be given to FAA ATO to schedule the actual NAVAID shutdown.

(10) INSPECTION REQUIREMENTS

The Airport will provide an inspector to ensure that all Contractor operations comply with all requirements of the plans, specifications, and this Safety Plan. It will be his/her duty to inspect materials and workmanship of the work under instructions of the Airport or RPR and to report any and all deviations from the Drawings, Specifications, and other Contract provisions that may come to his/her notice. The inspector will have the right to order the work entrusted to his/her supervision immediately stopped, if in his/her opinion such action becomes necessary, until the Airport or RPR is notified and has determined and ordered that the work may proceed in due fulfillment of all Contract requirements.

a) Daily Inspections. Daily inspections will be conducted to ensure conformance with the CSPP. Exhibit 2 of this CSPP includes a Construction Project Daily Safety Inspection Checklist for this purpose.

b) Final Inspections. Whenever an area on the airport is reopened for aircraft operations, an inspection will be conducted to assure compliance with the plans, specifications, and CSPP. At the end of the project a final inspection will be held by the RPR, the Airport Management, and the Federal Aviation Administration to assure all components of the project comply with the plans, specifications, and CSPP.

(11) UNDERGROUND UTILITIES

No underground utilities will be affected during the construction of this project.

In case of accidental utility disruption, utilities owners' contacts and telephone numbers are included below:

PG&E.....(800) 743-5000
City of Colusa Water and Sewer Utilities.....(530) 458-4941

Refer to Article 9 of this CSPP for procedures for contacting ARFF and FAA in case of interruption of water service and NAVAIDs, respectively.

(12) PENALTIES

If in the opinion of Airport Management or the RPR, the Contractor's employees or subcontractors are in violation of the airport's rules and regulations, including this CSPP, of sufficient magnitude as to cause danger to life and property, the RPR will have the right to stop all work on this contract for a period of forty-eight (48) hours as a contractual penalty.

Any vehicle operator who willfully violates the CSPP will be required to leave the job site.

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(13) SPECIAL CONDITIONS

Some special conditions may trigger specific safety mitigation actions outlined in this CSPP. These may include low visibility operations, aircraft in distress, aircraft accident, security breach, Vehicle/Pedestrian Deviations (VPD), and other activities requiring construction suspension/resumption. In order to be advised of these special conditions and actions to be taken, the Contractor will at all times maintain radio contact as specified in Article 5 of this CSPP.

Should an aircraft emergency occur anyplace on the airport, the Contractor will be required to move all personnel and equipment beyond the safety area of the runway and taxiways and to refrain from moving out of these areas to resume work until specifically authorized by Airport personnel. The area around the downed aircraft will be evacuated and not reentered by the Contractor until given permission, except for lifesaving activities.

Contractor will be responsible for dust and erosion control for the duration of the project.

(14) RUNWAY AND TAXIWAY VISUAL AIDS

There exist on the airport runway and taxiway marking, runway lights and visual NAVAIDs. These facilities are shown on the attached Construction Safety and Phasing Plan Drawing, Exhibit 1. Areas where aircraft will be operating will be clearly and visibly separated from construction areas, including the closed runway. Throughout the duration of the construction project, these areas will remain clearly marked and visible at all times and all marking, lighting, and visual NAVAIDs will remain in place and operational, except when the runway is closed NAVAIDs will be turned off as described in Article 4 of this CSPP.

It is not anticipated that it will be necessary to install temporary marking, lights, or visual NAVAIDS during the construction of this project.

Temporary Marking – Temporary marking, if required, will conform to Advisory Circular 150/5340-1K, *Standards for Airport Markings.*

Lights, markings, and visual NAVAIDs adjacent to areas used by aircraft will comply with the frangibility requirements of Advisory Circular 150/5220-23, *Frangible Connections.*

Runway closure crosses will be placed on the runway identification numbers on Runway 13 and Runway 31 or beyond the end of the runway if work is being performed on the numbers at all times the runway is closed as shown on the Construction Safety and Phasing Plan, Exhibit 1. Details of the runway closure crosses are shown on Exhibit 1. Runway closure crosses will be installed on Runway 13-31 at the beginning of the project prior to the runway closure and will be removed at the end of the project prior to reopening the runway to aircraft operations. Contractor will maintain and keep closure crosses free of all debris.

The contractor will coordinate with Airport personnel for shutdown of all airport lighting and NAVAIDs prior to placement of the runway closure crosses. Contractor will remove the crosses and Airport Maintenance will energize airport lighting and NAVAIDs and verify that all facilities are operating at the end of the runway closure.

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When not in use, the runway closure markers will be stored outside all runway and taxiway Object Free Areas.

For a visaid service outage greater than 24 hours or for less time, but over consecutive days, a scheduled facility service outage NLT will be requested 30 days in advance using FAA Form 6000-26, "Airport Sponsor Strategic Event Submissions Form and emailed to 9-AJV-SEC-WSA@faa.gov.

(15) MARKING AND SIGNING FOR ACCESS ROUTES

The marking and signing for access routes to the construction site is shown on the Construction Safety and Phasing Plan, Exhibit 1. Pavement markings and signs for construction personnel will conform to Advisory Circular 150/5340-18G, Change 1, Standards for Airport Sign Systems. To the extent possible, signs will be in conformance with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or State highway specifications and will not be hand lettered.

(16) HAZARD MARKING AND LIGHTING

The airport will be closed during construction of the work on this project. Contractor will furnish, erect and maintain hazard marking and lighting in the form of suitable lighted barricades, properly marked and lighted, at the boundary of the work area to keep aircraft from entering the Contractor's work area and to keep Contractor's personnel and equipment from occupying any of the areas open for aircraft operation. Hazard marking and lighting will also be placed to identify open trenches, small areas under repair, materials & equipment stockpiles, waste areas, and areas subject to jet blast. The locations and details of barricades to be placed in this project are shown on the Construction Safety and Phasing Plan, Exhibit 1.

The barricades will be plastic water-filled lighted barricades as shown on the CSPP Drawing, Exhibit 1. Each barricade will have two solar-powered lights with red lenses each controlled by photocells such that they are on continuous at night and off by day. Maximum spacing between barricades will be four (4) feet. Spacing will be such that a breach is physically prevented barring a deliberate act. Barricades will have alternate orange and white diagonal striping. The barricades will be supplemented with signs such as "No Entry" and/or "No Vehicles," as necessary. All barricades will be removed at the completion of the contract.

The Contractor will supply the names and telephone numbers of persons responsible for the emergency maintenance of the hazard marking and lighting during construction of this project who will be available 24 hours a day.

(17) PROTECTION OF RUNWAY AND TAXIWAY SAFETY AREAS

No construction may occur within a runway safety area (RSA), taxiway safety area (TSA), or taxiway object free area (TOFA) while the associated runway or taxiway is open for aircraft operations. These safety areas, along with the runway object free area (OFA), taxiway OFA, and runway approach surfaces, are shown on the Construction Safety and Phasing Plan, Exhibit 1.

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No blasting operations will be required or allowed during the construction of this project.

The Contractor-furnished flagger will be responsible for controlling all Contractor's activities on the haul road and at the gate opening. Aircraft will at times have the right of way and Contractor's personnel will be held back from any operating aircraft as required. At all times during construction operations, the Contractor will install and maintain barricades as shown on Exhibit 1 and keep all personnel and equipment outside the barricades unless required to perform work in these areas. NOTAMs will be issued to alert pilots of this condition.

The RSA and TSA on active runways and taxiways will be:

a. Cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations.

b. Drained by grading or storm sewers to prevent water accumulation.

c. Capable under dry conditions of supporting construction and maintenance equipment, aircraft rescue, fire-fighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

d. Free of objects, except for objects that need to be located in the RSA because of their functions. These objects will be constructed on low impact resistant supports (frangible mounted structures) to the lowest practical height with the frangible point no higher than 3 inches above finished grade.

No construction may occur within a taxiway OFA while the taxiway is open for aircraft operations except as provided in Advisory Circular 150/5370-2G, Article 222d.

No construction equipment or personnel may penetrate the OFZ while aircraft are operating on the runway.

All personnel, materials, and/or equipment must remain clear of the applicable runway approach/departure areas and clearways as shown on the Construction Safety and Phasing Plans.

During construction an experienced flagger furnished by the Airport will have a two-way radio tuned to Unicom frequency 122.800 MHz. He/she will also by visual observation identify any aircraft operation at the airport as detailed in Article 5 of this CSPP. NOTAMs will be issued to alert pilots of this condition. During all times when Contractor's equipment and personnel are not working on the project, equipment will be moved back to a point 240 feet from the centerline of Runway 13-31 or 100 feet from the centerline of taxiways. At night and weekends all Contractor's equipment will be moved to the Contractor's Storage and Staging Area as shown on the Construction Safety and Phasing Plan.

If it is necessary to use construction equipment (cranes, concrete pumps, etc.) that is higher than 25 feet, a 7460-1 determination will be issued for such equipment as outlined in Article 18 of this CSPP.

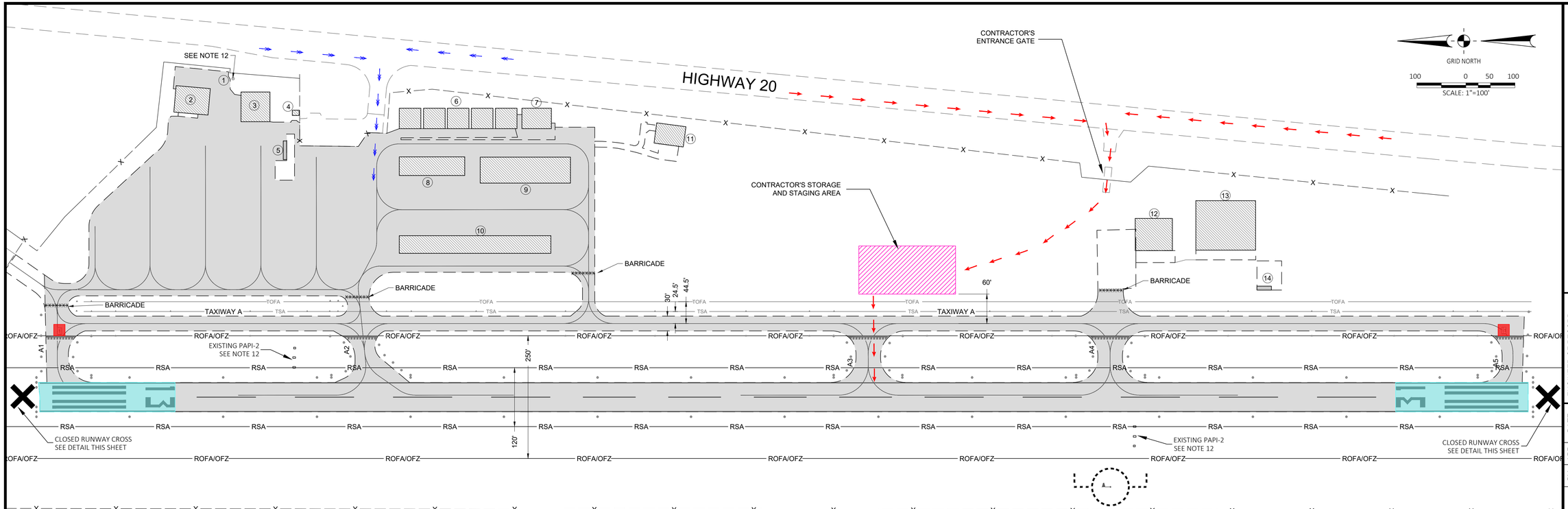
Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

(18) OTHER LIMITATIONS ON CONSTRUCTION

Additional limitations on construction include, but are not limited to:

1. No use of equipment taller than 25 feet (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for each piece of equipment.
2. No use of open flame welding or torches unless fire safety precautions are provided and the airport operator has approved their use.
3. No use of electrical blasting caps on or within 1,000 feet of the airport property.
4. No use of flare pots within the air operations area.

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working



COLUSA COUNTY AIRPORT CTAF: 122.800

NOTES:

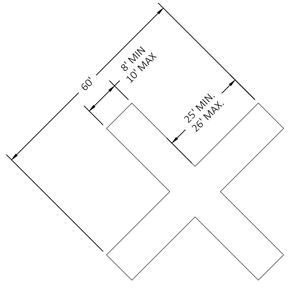
1. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE SECURITY AND CLEANLINESS OF THE WORK SITE AND CONTRACTOR'S STORAGE AREA AT ALL TIMES
2. CONTRACTOR SHALL MAINTAIN HAUL ROAD AND PAVED SURFACES CLEAN OF DEBRIS AT ALL TIMES. APRON AND TAXIWAYS SHALL BE MAINTAINED BROOM CLEAN.
3. CONTRACTOR SHALL LIMIT ALL CONSTRUCTION VEHICLE ACTIVITY TO THE LIMITS OF THE PROJECT AND THE HAUL ROAD SHOWN ON THE PLANS. NO CONSTRUCTION TRAFFIC WILL BE ALLOWED BEYOND THE LIMITS OF THE WORK AREA .
4. CONTRACTOR SHALL INSTALL AND MAINTAIN AIRPORT FURNISHED LIGHTED BARRICADES DURING CLOSING OF RUNWAY AND TAXIWAYS. BARRICADES SHALL BE INSTALLED AS SHOWN ON THE PLANS.
5. AIRPORT FURNISHED FLAGGER SHALL HAVE AIRCRAFT RADIO CAPABLE OF MAINTAINING RADIO CONTACT WITH AIRCRAFT AT ALL TIMES.
6. CONTRACTOR SHALL INSTALL AND MAINTAIN AIRPORT FURNISHED CLOSED RUNWAY X'S AT BOTH ENDS OF RUNWAY 13-31 WHEN RUNWAY IS CLOSED. RUNWAY X'S SHALL BE PLACED ON RUNWAY NUMBERS OR BEYOND THE END OF THE RUNWAY IF WORK IS TAKING PLACE ON THE NUMBERS.
7. CONTRACTOR SHALL PROTECT ALL PROPERTY CORNER MARKERS AND BENCH MARKS FROM DAMAGE.
8. CONTRACTOR SHALL VERIFY LOCATION AND PROTECT ALL EXISTING UTILITIES.
9. SHOULD CONTRACTOR ENCOUNTER AND DAMAGE A WATERLINE ON THE AIRPORT HE SHALL IMMEDIATELY NOTIFY THE LOCAL FIRE DEPARTMENT AND THE AIRPORT.
10. IN CASE OF AN AIRCRAFT EMERGENCY THE AREA AROUND THE AIRCRAFT SHALL BE EVACUATED AND NOT REENTERED BY THE CONTRACTOR WITHOUT GIVEN PERMISSION EXCEPT FOR LIFESAVING ACTIVITIES.
11. ALL GATES USED BY THE CONTRACTOR SHALL REMAIN CLOSED AT ALL TIMES EXCEPT WHEN AUTHORIZED EQUIPMENT IS ACTUALLY ENTERING THE AIRPORT OR GATE IS CONTINUOUSLY GUARDED BY A FLAGGER, TRAINED BY THE AIRPORT, TO KEEP UNAUTHORIZED PERSONNEL AND WILDLIFE FROM ENTERING THE AIRPORT.
12. DETAILED SCHEDULES SHALL BE UPDATED AND COORDINATED WITH THE AIRPORT MANAGER AND RPR IN ORDER TO NOTAM RUNWAY 13-31 NAVAIDS OUT OF SERVICE WHEN RUNWAY IS CLOSED. CONTRACTOR SHALL COORDINATE WITH RPR AND AIRPORT MANAGER TO HAVE NAVAIDS, BEACON AND RUNWAY LIGHTS OFF WHEN RUNWAY IS CLOSED.
13. CONTRACTOR SHALL USE ENTRANCE GATE DESIGNATED BY AIRPORT MANAGER AND RPR FOR ALL EQUIPMENT, PERSONNEL AND MATERIALS THAT REQUIRE ENTRANCE TO THE AIRPORT. CONTRACTOR SHALL LOCK GATE AT ALL TIMES EXCEPT WHEN GATE IS MONITORED BY A QUALIFIED GUARD TO KEEP UNAUTHORIZED VEHICLES FROM ENTERING THE AIRPORT.
14. CONTRACTOR'S STORAGE AND STAGING AREA IS IN AN AREA DESIGNATED BY THE AIRPORT MANAGER. CONTRACTOR SHALL CLEAR & GRADE AREA FOR STORAGE. NO SEPARATE PAYMENT FOR CLEARING & GRADING.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST AND EROSION CONTROL DURING THE DURATION OF THE PROJECT. CONTRACTOR SHALL ACQUIRE WATER PERMITS AS REQUIRED PRIOR TO START OF ANY WORK ON THE AIRPORT.
16. ALL EQUIPMENT OPERATING DURING DAYLIGHT HOURS SHALL BE EQUIPPED WITH AN ORANGE AND WHITE CHECKERED FLAG OR FLASHING AMBER BEACON. EQUIPMENT OPERATING IN LOW VISIBILITY CONDITIONS, DAWN OR DUSK HOURS SHALL BE EQUIPPED AND USE AN AMBER FLASHING BEACON.
17. ALL TRASH SHALL BE PLACED IN WASTE CONTAINERS TO PREVENT THE ATTRACTION OF WILDLIFE. WASTE CONTAINERS SHALL BE EQUIPPED WITH LIDS AND SECURED AT ALL TIMES. NO TRASH OR DEBRIS SHALL BE LEFT ON SITE BY THE CONTRACTOR.
18. ALL WORK SHALL BE PERFORMED DURING THE DAYLIGHT HOURS OF 7AM TO 5PM, UNLESS SCHEDULED AND COORDINATED WITH RPR , AIRPORT MANAGER AND FAA 45 DAYS PRIOR TO START OF WORK.

SLURRY SEAL - CONSTRUCTION STAGING PLAN

STAGE	CONTRACTOR'S WORK	WORK ZONE	FACILITY CLOSURE	COMMENT
1	MARKING REMOVAL	WORK ZONE 1 WORK ZONE 2	TAXIWAY A, A1 THRU A5 AND RUNWAY 13-31	CONTRACTOR IS ALLOWED 5 CONSECUTIVE DAYS TO COMPLETE STAGE 1 THRU 4 MINIMUM 48 HOURS OF CURE TIME SHALL BE ALLOWED BETWEEN STAGE 3 AND 4
2	RESEAL CRACKS	WORK ZONE 1 WORK ZONE 2	TAXIWAY A, A1 THRU A5 AND RUNWAY 13-31	
3	SLURRY SEAL	WORK ZONE 1 WORK ZONE 2	TAXIWAY A, A1 THRU A5 AND RUNWAY 13-31	
4	MARKING - 1ST COAT	WORK ZONE 1 WORK ZONE 2	TAXIWAY A, A1 THRU A5 AND RUNWAY 13-31	
5	MARKING - 2ND COAT	WORK ZONE 2 WORK ZONE 3	TAXIWAY A, A1 THRU A5 AND RUNWAY 13-31	START STAGE 5 TWO WEEKS AFTER COMPLETING STAGE 4. ALLOWED 1 DAY FOR STAGE 5

STAGING NOTES:

1. CONTRACTOR SHALL PLACE, MAINTAIN & REMOVE AIRPORT FURNISHED BARRICADES AND CLOSED RUNWAY CROSSES AS NEEDED.
2. THERE ARE TWO WORK ZONES FOR THIS PROJECT. WORK ZONE 1 IS LOCATED AT THE SURFACE PAINTED HOLD POSITION SIGNAGE FOR TAXIWAY A1 AND TAXIWAY A5. WORK ZONE 2 IS LOCATED AT RUNWAY 13 END AND RUNWAY 31 END AS SHOWN ON THE PLANS.
3. NO CONSTRUCTION SHALL TAKE PLACE BETWEEN APRIL 1 AND AUGUST 31.
4. NO WORK SHALL BEGIN UNTIL ALL BARRICADES AND CLOSED RUNWAY CROSSES HAVE BEEN INSTALLED TO CLOSE THE TAXIWAYS AND RUNWAY AS SHOWN ON THE PLAN. ALL NAVAIDS (PAPI, BEACON AND WIND CONES) AND LIGHTING SHALL BE POWERED OFF AND THE REQUIRED NOTAMS ISSUED.
5. CONTRACTOR IS ALLOWED 5 CONSECUTIVE DAYS TO COMPLETE STAGE 1 THRU 4.
6. STAGE 1 (MARKING REMOVAL) AND STAGE 2 (RESEAL CRACKS) MAY OCCUR AT THE SAME TIME. ANY DAMAGE TO CRACK SEALANT DUE TO MARKING REMOVAL OPERATIONS SHALL BE TOUCHED UP PRIOR TO STAGE 3 (SLURRY SEAL).
7. CONTRACTOR SHALL COMPLETE STAGE 1 (MARKING REMOVAL) AND STAGE 2 (RESEAL CRACKS), PRIOR TO STARTING THE STAGE 3 (SLURRY SEAL).
8. CONTRACTOR SHALL ALLOW A MINIMUM OF 48 HOURS OF CURE TIME BETWEEN STAGE 3 (SLURRY SEAL) AND STAGE 4 (MARKING 1ST COAT).
9. CONTRACTOR SHALL ALLOW A MINIMUM OF 2 WEEKS BETWEEN STAGE 4 (MARKING 1ST COAT) AND STAGE 5 (MARKING 2ND COAT). CONTRACTOR WILL BE ALLOWED 1 DAY FOR STAGE 5 (MARKING 2ND COAT).
10. RUNWAY 13-31 SHALL BE CLOSED AT THE START OF STAGE 1 (MARKING REMOVAL) AND REMAIN CLOSED UNTIL STAGE 4 (MARKING 1ST COAT) IS COMPLETE.
11. CONTRACTOR SHALL GIVE AIRPORT 2 WEEKS NOTICE PRIOR TO START OF CONSTRUCTION.



CLOSED RUNWAY CROSS DETAIL
NO SCALE

NOTES:

1. CROSS SHALL BE AVIATION YELLOW IN COLOR.
2. CROSSES ARE CONSTRUCTED OF FABRIC. THEY WILL BE HELD IN PLACE IN A MANNER APPROVED BY THE RESIDENT PROJECT REPRESENTATIVE.
3. CROSSES SHALL BE PLACED OFF EACH END OF CLOSED RUNWAY AT ALL TIMES THAT WORK IS PERFORMED ON THE RUNWAY. NO WORK SHALL BEGIN ON RUNWAY UNTIL CROSSES HAVE BEEN INSTALLED AND ANCHORED.
4. CROSSES WILL BE FURNISHED BY THE AIRPORT.
5. CROSSES WILL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR.
6. THE CONTRACTOR SHALL SUPPLY SANDBAGS TO SECURE CLOSURE CROSSES TO GROUND.
7. AT COMPLETION OF PROJECT CROSSES SHALL BE RETURNED TO THE AIRPORT.

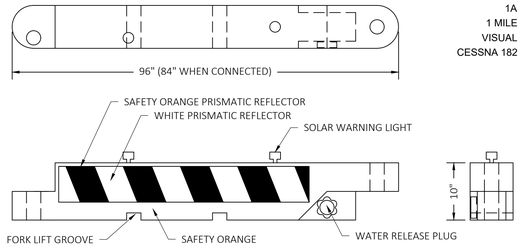
AIRPORT FACILITIES

1. AIRPORT ROTATING BEACON
2. BOX HANGAR
3. BOX HANGAR
4. RESTROOMS
5. FUEL TANK
6. BOX HANGARS
7. BOX HANGAR
8. TEE-HANGARS
9. TEE-HANGARS
10. TEE-HANGARS
11. BOX HANGARS
12. BOX HANGARS
13. BOX HANGARS
14. WATER TOWERS

LEGEND

- WORK ZONE 1
- WORK ZONE 2
- CONTRACTOR'S STORAGE AREA
- EXISTING EDGE OF PAVEMENT
- RSA — RUNWAY SAFETY AREA
- ROFA/OFZ — RUNWAY OBJECT FREE AREA/ RUNWAY OBJECT FREE ZONE
- TSA — TAXIWAY SAFETY AREA
- TOFA — TAXIWAY OBJECT FREE AREA
- HAUL ROAD
- ARFF ACCESS ROUTE
- ******* — LOW PROFILE BARRICADES (AC 150/5370-2G)

B	AIRCRAFT APPROACH CATEGORY - AAC
I	AIRPLANE DESIGN GROUP - ADG
1A	TAXIWAY DESIGN GROUP - TDG
1 MILE	RW 31 VISIBILITY MIN.
VISUAL	RW 13 VISIBILITY MIN.
CESSNA 182	CRITICAL AIRCRAFT (ALP 2019)



10" WATER-FILLED BARRICADE
NO SCALE

BARRICADE NOTES:

1. AIRPORT FURNISHED BARRICADES SHALL BE PLASTIC WATER-FILLED LIGHTED BARRICADES.
2. EACH BARRICADE SHALL HAVE 2 SOLAR-POWERED LIGHTS WITH RED LENSES EACH CONTROLLED BY PHOTOCELLS SUCH THAT THEY ARE ON CONTINUOUS AT NIGHT AND OFF BY DAY.
3. BARRICADES SHALL BE SECURED IF NECESSARY TO RESIST MOVEMENT FROM JET BLASTS OR PROP BLAST.
4. LOCATE BARRICADES AS SHOWN ON THE PLAN AND DIRECTED BY RESIDENT PROJECT REPRESENTATIVE. SPACING BETWEEN BARRICADES SHALL NOT EXCEED 4 FEET OR LINKED TOGETHER AS DIRECTED BY RPR. SEE THIS SHEET FOR LOCATIONS.
5. AT THE COMPLETION OF THE CONSTRUCTION, ALL BARRICADES SHALL BE DRAINED OF WATER AND RETURNED TO THE AIRPORT.
6. CONTRACTOR WILL INSTALL AND MAINTAIN BARRICADES.
7. AN ESTIMATED 35 BARRICADES WILL BE USED TO CLOSE RUNWAY AND TAXIWAYS. SEE THIS SHEET FOR LOCATIONS.

BRADLEY ENGINEERING
6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725

ENGINEER OF RECORD
REGISTERED PROFESSIONAL ENGINEER ★ TIMOTHY S. BRADLEY ★ No. C 71139 Exp. 6-30-2023 CIVIL ★ STATE OF CALIFORNIA

No.	REVISIONS	BY	APR	DATE

COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA
CRACK SEAL AND SLURRY SEAL RUNWAY 13-31 PHASE 2
CONSTRUCTION SAFETY AND PHASING PLAN

DATE	3/8/2022
DRAWN	DMB
CHECKED	MSB
PROJECT No.	76.09
FILE	7609.02.CSPP
SCALE	1"=100'
SHEET No.	EXHIBIT 1

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working Details for Airport REB)

G:\76 COLUSA\09 RW ENDS SLURRY & MARKING\BID SET\7609.02.CSPP.DWG PLOTTED BY David Baltazar 5/24/2022 8:47 AM

APPENDIX D. CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

The situations identified below are potentially hazardous conditions that may occur during airport construction projects. Safety area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovered holes and trenches near aircraft operating surfaces pose the most prevalent threats to airport operational safety during airport construction projects. The list below is one tool that the airport operator or contractor may use to aid in identifying and correcting potentially hazardous conditions. It should be customized as appropriate for each project including information such as the date, time and name of the person conducting the inspection.

Table D-1. Potentially Hazardous Conditions

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Runway resurfacing projects resulting in lips exceeding 3 inch (7.6 cm) from pavement edges and ends.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and		

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

Item	Action Required (Describe)	No Action Required (Check)
approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Obliterated or faded temporary markings on active operational areas.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

Item	Action Required (Describe)	No Action Required (Check)
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

Item	Action Required (Describe)	No Action Required (Check)
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase.		

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

APPENDIX B
REQUIRED SUBMITTAL LIST

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

APPENDIX B
COLUSA COUNTY AIRPORT
SLURRY SEAL AND REMARK RUNWAY - PHASE 2
AIP NO. 3-06-0048-025-2023

Note: This submittal list is provided for the contractor's convenience and may not represent ALL submittals required by the contract documents. Contractor is ultimately responsible for identifying and providing ALL required submittals.	SD Shop Drawings D Data/List of Materials P Product catalog sheets C Certifications Q Quality Control Submittals OM Operation and Maintenance Manuals W Warranty Over One Year Period SP Spare Parts T Training O Other

REQUIRED SUBMITTAL LIST

SPEC. SECTION	ITEM REQUIRING A SUBMITTAL	REQUIRED SUBMITTAL TYPE									
		SD	D	P	Q	C	OM	W	SP	T	O
SC (9)	Construction Schedule										X
SC (18) a	Safety Plan Compliance Document										X
SC (19) b	List of Materials		X								
SC (22)	Record Drawings										X
P-605	Crack Sealer (605-2.1)			X	X	X					
P-620	Airfield Marking Paint (620-2.2a)			X		X					
P-620	Reflective Media (620-2.2b)			X		X					
P-626	Aggregate (626-2.1)				X						
P-626	Mineral Filler (626-2.2)			X		X					
P-626	Emulsified Asphalt (626-2.3)			X	X	X					
P-626	Polymer (626-2.4)			X							
P-626	Slurry Seal Job Mix Formula (626-3.2)				X						
L-125	Tape (125-2.4)			X							
L-125	Sign Panels (125-2.14)			X							

Attachment: Updated 2-16-23 Specification - Colusa County - RW Slurry Phase 2-signed (8920 : Adopt Plans, Specifications and Working

CONSTRUCTION PLANS FOR:

COLUSA COUNTY AIRPORT
COLUSA, CALIFORNIA

AIP NO. 3-06-0048-025-2022

SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31 - PHASE 2

FEBRUARY 2023

SHEET INDEX

1	TITLE SHEET AND INDEX
2	CONSTRUCTION SAFETY AND PHASING PLAN
3	COORDINATE LAYOUT PLAN
4	MARKING REMOVAL PLAN
5	CRACK RESEAL PLAN
6	SLURRY SEAL PLAN
7	MARKING PLAN
8	MARKING DETAILS
9	SIGN PANEL REPLACEMENT PLAN

COLUSA COUNTY AIRPORT

APPROVED: _____ **DATE:** _____

APPROVED: _____ **DATE:** _____

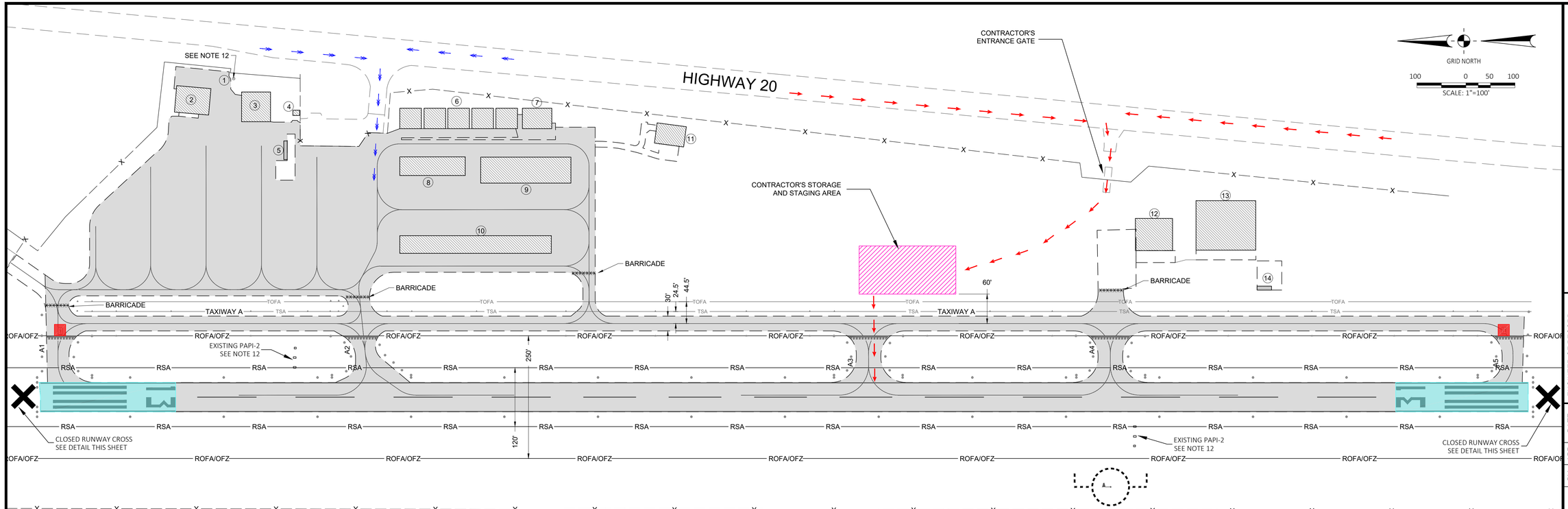
DESIGNED BY:

BRANDLEY ENGINEERING

6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725

REGISTERED PROFESSIONAL ENGINEER
MELISSA S. BRANDLEY
No. C 71139
Exp. 6-30-2023
STATE OF CALIFORNIA
2-1-23

Attachment: Updated 2-16-23 Colusa Slurry Seal and Remark Runway Phase 2 (6920 : Adopt Plans, Specifications and Working Details for Airport RFB)



COLUSA COUNTY AIRPORT CTAF: 122.800

NOTES:

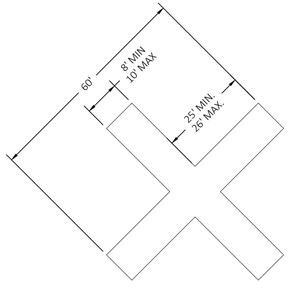
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SLURRY SEAL - CONSTRUCTION STAGING PLAN

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1. CONTRACTOR SHALL PLACE, MAINTAIN & REMOVE AIRPORT FURNISHED BARRICADES AND CLOSED RUNWAY CROSSES AS NEEDED.
2. THERE ARE TWO WORK ZONES FOR THIS PROJECT. WORK ZONE 1 IS LOCATED AT THE SURFACE PAINTED HOLD POSITION SIGNAGE FOR TAXIWAY A1 AND TAXIWAY A5. WORK ZONE 2 IS LOCATED AT RUNWAY 13 END AND RUNWAY 31 END AS SHOWN ON THE PLANS.
3. NO CONSTRUCTION SHALL TAKE PLACE BETWEEN APRIL 1 AND AUGUST 31.
4. NO WORK SHALL BEGIN UNTIL ALL BARRICADES AND CLOSED RUNWAY CROSSES HAVE BEEN INSTALLED TO CLOSE THE TAXIWAYS AND RUNWAY AS SHOWN ON THE PLAN. ALL NAVAIDS (PAPI, BEACON AND WIND CONES) AND LIGHTING SHALL BE POWERED OFF AND THE REQUIRED NOTAMS ISSUED.
5. CONTRACTOR IS ALLOWED 5 CONSECUTIVE DAYS TO COMPLETE STAGE 1 THRU 4.
6. STAGE 1 (MARKING REMOVAL) AND STAGE 2 (RESEAL CRACKS) MAY OCCUR AT THE SAME TIME. ANY DAMAGE TO CRACK SEALANT DUE TO MARKING REMOVAL OPERATIONS SHALL BE TOUCHED UP PRIOR TO STAGE 3 (SLURRY SEAL).
7. CONTRACTOR SHALL COMPLETE STAGE 1 (MARKING REMOVAL) AND STAGE 2 (RESEAL CRACKS), PRIOR TO STARTING THE STAGE 3 (SLURRY SEAL).
8. CONTRACTOR SHALL ALLOW A MINIMUM OF 48 HOURS OF CURE TIME BETWEEN STAGE 3 (SLURRY SEAL) AND STAGE 4 (MARKING 1ST COAT).
9. CONTRACTOR SHALL ALLOW A MINIMUM OF 2 WEEKS BETWEEN STAGE 4 (MARKING 1ST COAT) AND STAGE 5 (MARKING 2ND COAT). CONTRACTOR WILL BE ALLOWED 1 DAY FOR STAGE 5 (MARKING 2ND COAT).
10. RUNWAY 13-31 SHALL BE CLOSED AT THE START OF STAGE 1 (MARKING REMOVAL) AND REMAIN CLOSED UNTIL STAGE 4 (MARKING 1ST COAT) IS COMPLETE.
11. CONTRACTOR SHALL GIVE AIRPORT 2 WEEKS NOTICE PRIOR TO START OF CONSTRUCTION.



CLOSED RUNWAY CROSS DETAIL

NO SCALE

NOTES:

1. CROSS SHALL BE AVIATION YELLOW IN COLOR.
2. CROSSES ARE CONSTRUCTED OF FABRIC. THEY WILL BE HELD IN PLACE IN A MANNER APPROVED BY THE RESIDENT PROJECT REPRESENTATIVE.
3. CROSSES SHALL BE PLACED OFF EACH END OF CLOSED RUNWAY AT ALL TIMES THAT WORK IS PERFORMED ON THE RUNWAY. NO WORK SHALL BEGIN ON RUNWAY UNTIL CROSSES HAVE BEEN INSTALLED AND ANCHORED.
4. CROSSES WILL BE FURNISHED BY THE AIRPORT.
5. CROSSES WILL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR.
6. THE CONTRACTOR SHALL SUPPLY SANDBAGS TO SECURE CLOSURE CROSSES TO GROUND.
7. AT COMPLETION OF PROJECT CROSSES SHALL BE RETURNED TO THE AIRPORT.

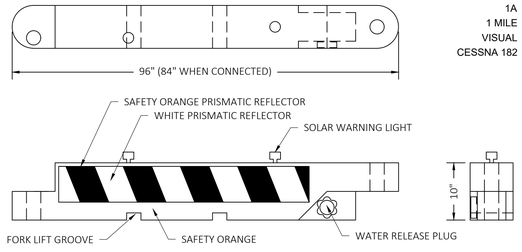
AIRPORT FACILITIES

1. AIRPORT ROTATING BEACON
2. BOX HANGAR
3. BOX HANGAR
4. RESTROOMS
5. FUEL TANK
6. BOX HANGARS
7. BOX HANGAR
8. TEE-HANGARS
9. TEE-HANGARS
10. TEE-HANGARS
11. BOX HANGARS
12. BOX HANGARS
13. BOX HANGARS
14. WATER TOWERS

LEGEND

- WORK ZONE 1
- WORK ZONE 2
- CONTRACTOR'S STORAGE AREA
- EXISTING EDGE OF PAVEMENT
- RSA — RUNWAY SAFETY AREA
- ROFA/OFZ — RUNWAY OBJECT FREE AREA/ RUNWAY OBJECT FREE ZONE
- TSA — TAXIWAY SAFETY AREA
- TOFA — TAXIWAY OBJECT FREE AREA
- HAUL ROAD
- ARFF ACCESS ROUTE
- ******* — LOW PROFILE BARRICADES (AC 150/5370-2G)

B	AIRCRAFT APPROACH CATEGORY - AAC
I	AIRPLANE DESIGN GROUP - ADG
1A	TAXIWAY DESIGN GROUP - TDG
1 MILE	RW 31 VISIBILITY MIN.
VISUAL	RW 13 VISIBILITY MIN.
CESSNA 182	CRITICAL AIRCRAFT (ALP 2019)



10" WATER-FILLED BARRICADE

NO SCALE

BARRICADE NOTES:

1. AIRPORT FURNISHED BARRICADES SHALL BE PLASTIC WATER-FILLED LIGHTED BARRICADES.
2. EACH BARRICADE SHALL HAVE 2 SOLAR-POWERED LIGHTS WITH RED LENSES EACH CONTROLLED BY PHOTOCELLS SUCH THAT THEY ARE ON CONTINUOUS AT NIGHT AND OFF BY DAY.
3. BARRICADES SHALL BE SECURED IF NECESSARY TO RESIST MOVEMENT FROM JET BLASTS OR PROP BLAST.
4. LOCATE BARRICADES AS SHOWN ON THE PLAN AND DIRECTED BY RESIDENT PROJECT REPRESENTATIVE. SPACING BETWEEN BARRICADES SHALL NOT EXCEED 4 FEET OR LINKED TOGETHER AS DIRECTED BY RPR. SEE THIS SHEET FOR LOCATIONS.
5. AT THE COMPLETION OF THE CONSTRUCTION, ALL BARRICADES SHALL BE DRAINED OF WATER AND RETURNED TO THE AIRPORT.
6. CONTRACTOR WILL INSTALL AND MAINTAIN BARRICADES.
7. AN ESTIMATED 35 BARRICADES WILL BE USED TO CLOSE RUNWAY AND TAXIWAYS. SEE THIS SHEET FOR LOCATIONS.

BRADLEY ENGINEERING
6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER * M.S.C.E. * M.S. BRADLEY * No. C 71139 * Exp 6-30-2023 * STATE OF CALIFORNIA * CIVIL

2-21-23

REVISIONS

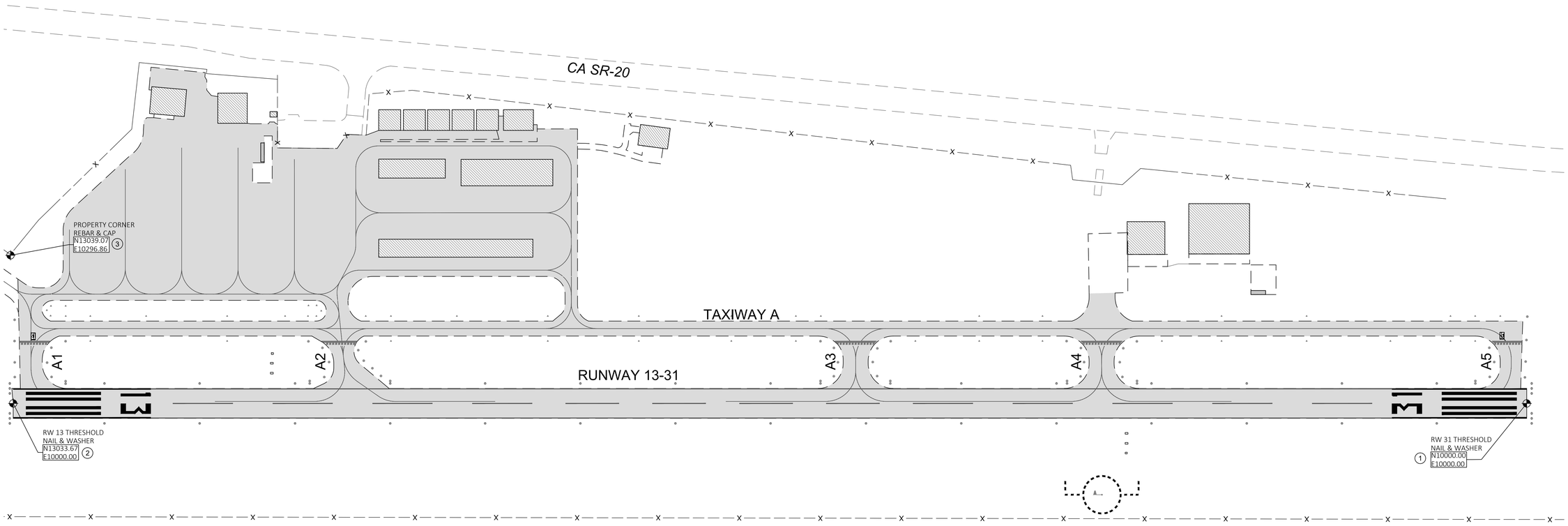
No.	BY	APR	DATE

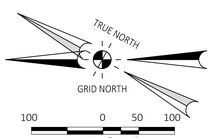
COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA
CRACK SEAL AND SLURRY SEAL RUNWAY 13-31
PHASE 2
CONSTRUCTION SAFETY AND PHASING PLAN

DATE	2/1/23
DRAWN	DMB
CHECKED	MSB
PROJECT No.	76.07-2
FILE	7607-2.02.CSPP
SCALE	1"=100'
SHEET No.	2 OF 9

Attachment: Updated 2-16-23 Colusa Slurry Seal and Remark Runway Phase 2 (8920 : Adopt Plans, Specifications and Working Details for Airport RFB)

PLOTTED BY Melissa Brantley 2/16/2023 1:53 PM
G:\76 COLUSA\07.2 RW ENDS SLURRY & MARKING\BID SET\7607-2.02.CSPP.DWG





NOTES:

1. THE BASIS OF THE BEARING FOR THE AIRPORT COORDINATE SYSTEM IS THE CENTERLINE OF RUNWAY 13-31 BEARS NORTH-SOUTH AND THE COORDINATES OF THE RUNWAY 31 THRESHOLD ARE N10,000.000, E10,000.000.

LEGEND

N9738.46 E13727.35	AIRPORT GRID COORDINATE
	RUNWAY/TAXIWAY CENTERLINE
	EX AIRFIELD PAVEMENT
	EX SURVEY MARKER (TYPE AS NOTED)

CONTROL MONUMENTS

No.	NORTH	EAST	ELEVATION	DESCRIPTION
1	10,000.00	10,000.00	46.68	NAIL & WASHER
2	13,033.67	10,000.00	47.77	NAIL & WASHER
3	13,039.07	10,296.86	47.87	REBAR & CAP

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ENGINEER OF RECORD
REGISTERED PROFESSIONAL ENGINEER · MELISSA S. BRANDLEY · No. C 71139 · Exp. 6-30-2023 · CIVIL · STATE OF CALIFORNIA
2-1-23

No.	REVISIONS	BY	APR	DATE

COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA

CRACK SEAL AND SLURRY SEAL RUNWAY 13-31
PHASE 2

COORDINATE LAYOUT PLAN

DATE	2/1/23
DRAWN	DMB
CHECKED	MSB
PROJECT No.	76.07-2
FILE	7607-2.03.Coord
SCALE	1"=100'
SHEET No.	3 OF 9

G:\76 COLUSA\07.2 RW ENDS SLURRY & MARKING\BID SET\7607-2.03.COORD.DWG PLOTTED BY: Melissa Brandley 2/16/2023 1:53 PM

Attachment: Updated 2-16-23 Colusa Slurry Seal and Remark Runway Phase 2 (6920 : Adopt Plans, Specifications and Working Details for Airport RFB)

NOTES:

1. SEE SHEET 2 FOR PHASING PLANS & NOTES.
2. REMOVAL OF EXISTING MARKING OF RUNWAY 13-31 WILL BE CONDUCTED UNDER THE SUPERVISION OF THE RESIDENT PROJECT REPRESENTATIVE OR AIRPORT OPERATIONS MANAGER. NO MARKING PERSONNEL OR VEHICLES WILL BE ALLOWED WITHIN THE RSA OF RUNWAY 13-3 UNLESS THE RUNWAY IS CLOSED. MARKING CONTRACTOR WILL COORDINATE WITH RESIDENT PROJECT REPRESENTATIVE OR AIRPORT OPERATIONS MANAGER TO SCHEDULE WORK ACCORDING TO THE CONSTRUCTION SAFETY AND PHASING PLANS,
3. PRIOR TO PLACING SLURRY SEAL, ALL DESIGNATED EXISTING AIRFIELD MARKING SHALL BE REMOVED BY LIGHT MICRO-GRINDING, SCARIFIER AND/OR WATERBLASTING TO SUCH AN EXTENT THAT AT LEAST 90% OF UNDERLYING PAVEMENT IS EXPOSED. PAVEMENT REMOVAL SHALL NOT EXCEED 1/16TH OF AN INCH DURING MARKING REMOVAL. ENGINEER SHALL DESIGNATE WHICH MARKINGS REQUIRE REMOVAL. DEBRIS AND DEPOSITS FROM GRINDING/WATERBLASTING SHALL BE THOROUGHLY REMOVED AND DRY PRIOR TO APPLYING SLURRY.
4. PRIOR TO SLURRY OPERATIONS, ALL EXISTING SURVEY MONUMENTS SHALL BE SUITABLY COVERED TO SHIELD THEM FROM THE SLURRY. PROTECTIVE COVERINGS SHALL BE REMOVED UPON COMPLETION OF SLURRY OPERATIONS.
5. REMOVAL OF EXISTING SURFACE PAINTED SIGN ON TAXIWAY A1 AND A5 SHALL INCLUDE SIGN MARKING AND ALL BLACK OUTLINE PAINT.
6. MARKING REMOVAL WILL BE PAID UNDER SURFACE PREPARATION - MARKING REMOVAL (P-620).
7. EXISTING RUNWAY EDGE STRIPES TO BE REMOVED INCLUDES 18" WIDE WHITE EDGE STRIPE AND APPROXIMATELY 9" OF BLACK PAINT ON WHITE PAINT.

LEGEND

EX AIRFIELD PAVEMENT

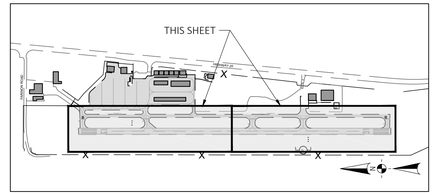
EXISTING MARKING TO REMAIN

MARKING REMOVAL

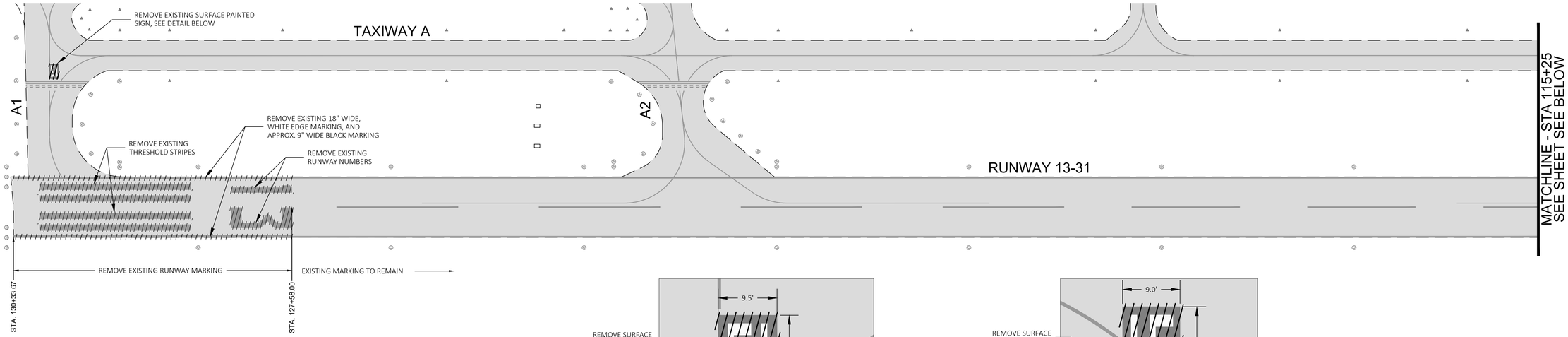
GRID NORTH

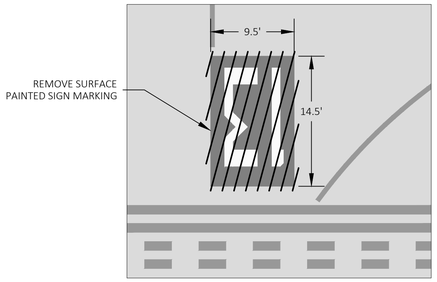
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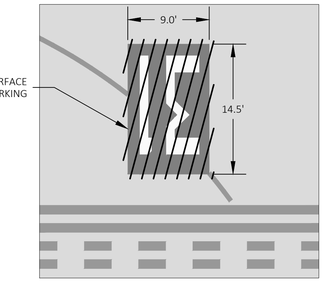


LOCATION MAP

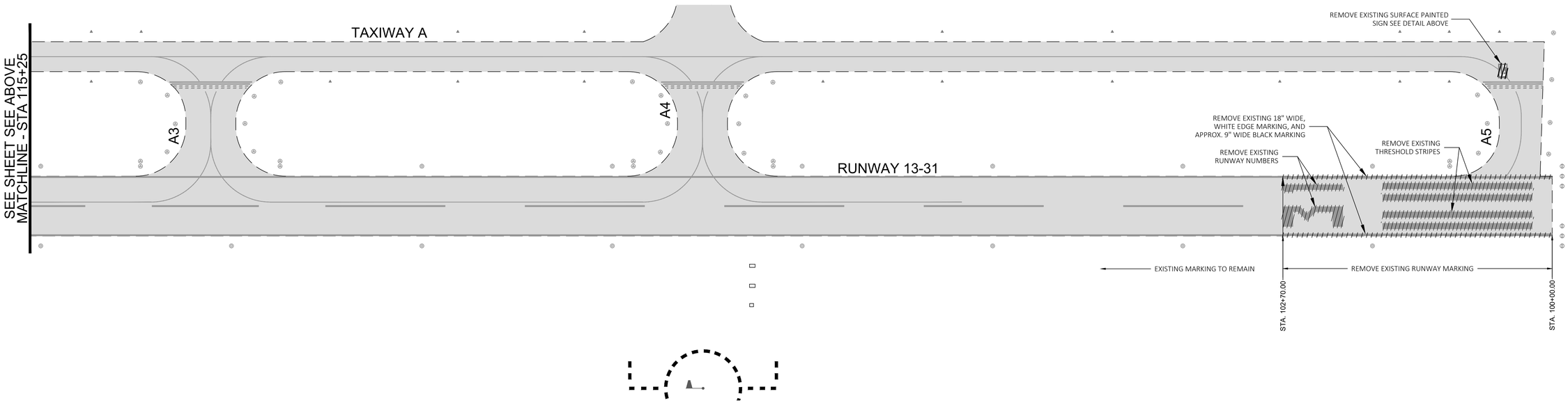




TAXIWAY A1 MARKING REMOVAL DETAIL



TAXIWAY A5 MARKING REMOVAL DETAIL



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ENGINEER OF RECORD

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2-1-23

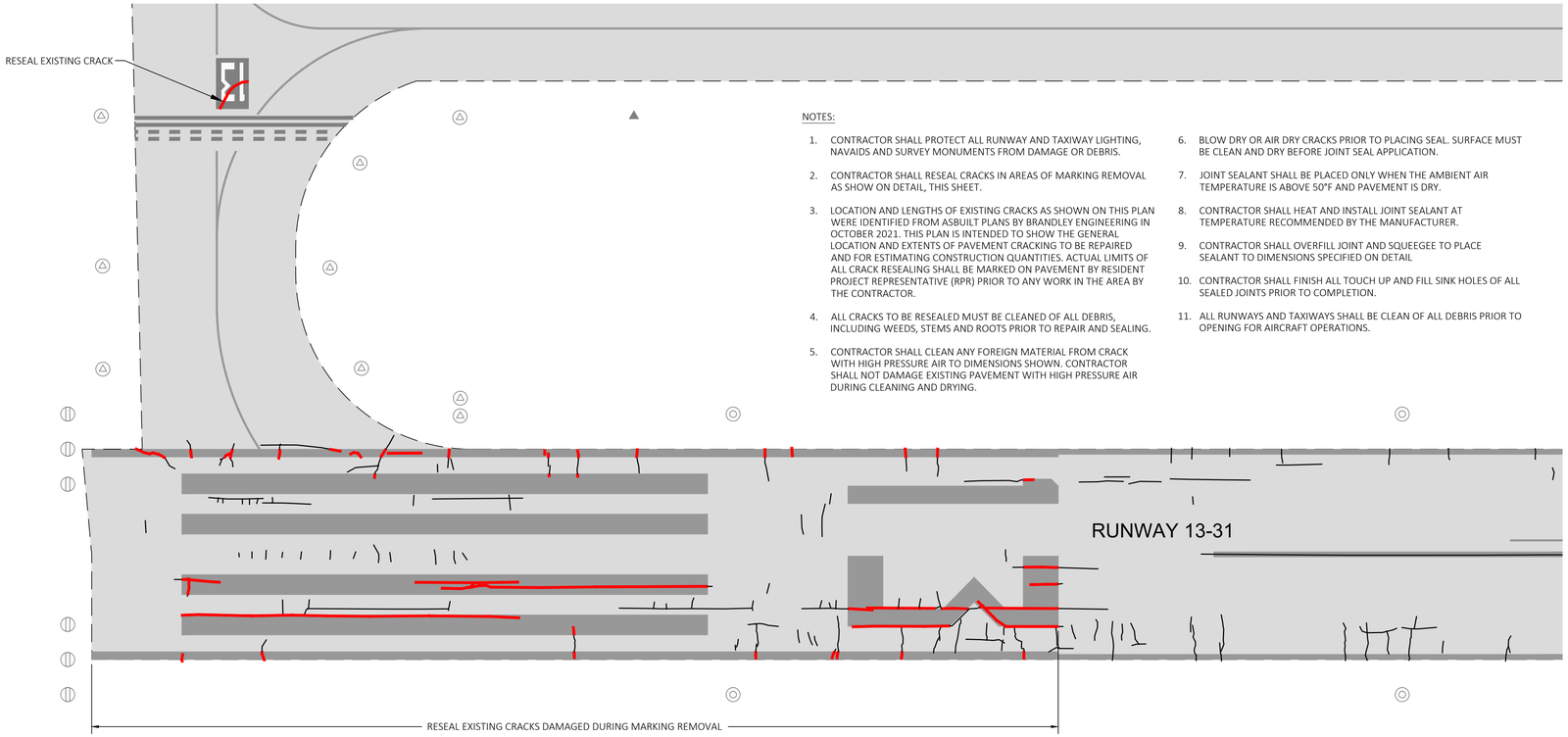
REVISIONS	BY	APR	DATE
No.			

COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA
CRACK SEAL AND SLURRY SEAL RUNWAY 13-31 PHASE 2
MARKING REMOVAL PLAN

DATE	2/1/23
DRAWN	DMB
CHECKED	MSB
PROJECT No.	76.07-2
FILE	7607-2.08.Mark
SCALE	1"=50'
SHEET No.	4 OF 9

Attachment: Updated 2-16-23 Colusa Slurry Seal and Remark Runway Phase 2 (6920 : Adopt Plans, Specifications and Working Details for Airport RFB)

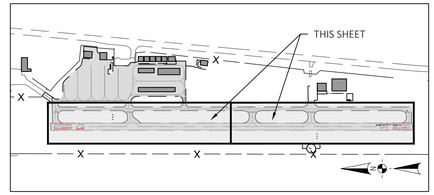
G:\76 COLUSA\07 2 RW ENDS SLURRY & MARKING\BID SET\7607-2.08.MARK.DWG PLOTTED BY Melissa Brandley 2/16/2023 1:54 PM



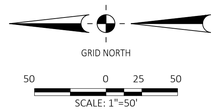
RUNWAY 13 END RESEAL EXISTING CRACKS PLAN
NOT TO SCALE

NOTES:

1. CONTRACTOR SHALL PROTECT ALL RUNWAY AND TAXIWAY LIGHTING, NAVAIDS AND SURVEY MONUMENTS FROM DAMAGE OR DEBRIS.
2. CONTRACTOR SHALL RESEAL CRACKS IN AREAS OF MARKING REMOVAL AS SHOW ON DETAIL, THIS SHEET.
3. LOCATION AND LENGTHS OF EXISTING CRACKS AS SHOWN ON THIS PLAN WERE IDENTIFIED FROM ASBUILT PLANS BY BRANDLEY ENGINEERING IN OCTOBER 2021. THIS PLAN IS INTENDED TO SHOW THE GENERAL LOCATION AND EXTENTS OF PAVEMENT CRACKING TO BE REPAIRED AND FOR ESTIMATING CONSTRUCTION QUANTITIES. ACTUAL LIMITS OF ALL CRACK RESEALING SHALL BE MARKED ON PAVEMENT BY RESIDENT PROJECT REPRESENTATIVE (RPR) PRIOR TO ANY WORK IN THE AREA BY THE CONTRACTOR.
4. ALL CRACKS TO BE RESEALED MUST BE CLEANED OF ALL DEBRIS, INCLUDING WEEDS, STEMS AND ROOTS PRIOR TO REPAIR AND SEALING.
5. CONTRACTOR SHALL CLEAN ANY FOREIGN MATERIAL FROM CRACK WITH HIGH PRESSURE AIR TO DIMENSIONS SHOWN. CONTRACTOR SHALL NOT DAMAGE EXISTING PAVEMENT WITH HIGH PRESSURE AIR DURING CLEANING AND DRYING.
6. BLOW DRY OR AIR DRY CRACKS PRIOR TO PLACING SEAL. SURFACE MUST BE CLEAN AND DRY BEFORE JOINT SEAL APPLICATION.
7. JOINT SEALANT SHALL BE PLACED ONLY WHEN THE AMBIENT AIR TEMPERATURE IS ABOVE 50°F AND PAVEMENT IS DRY.
8. CONTRACTOR SHALL HEAT AND INSTALL JOINT SEALANT AT TEMPERATURE RECOMMENDED BY THE MANUFACTURER.
9. CONTRACTOR SHALL OVERFILL JOINT AND SQUEEGEE TO PLACE SEALANT TO DIMENSIONS SPECIFIED ON DETAIL
10. CONTRACTOR SHALL FINISH ALL TOUCH UP AND FILL SINK HOLES OF ALL SEALED JOINTS PRIOR TO COMPLETION.
11. ALL RUNWAYS AND TAXIWAYS SHALL BE CLEAN OF ALL DEBRIS PRIOR TO OPENING FOR AIRCRAFT OPERATIONS.

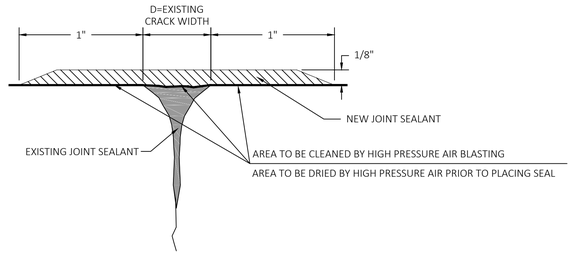


LOCATION MAP

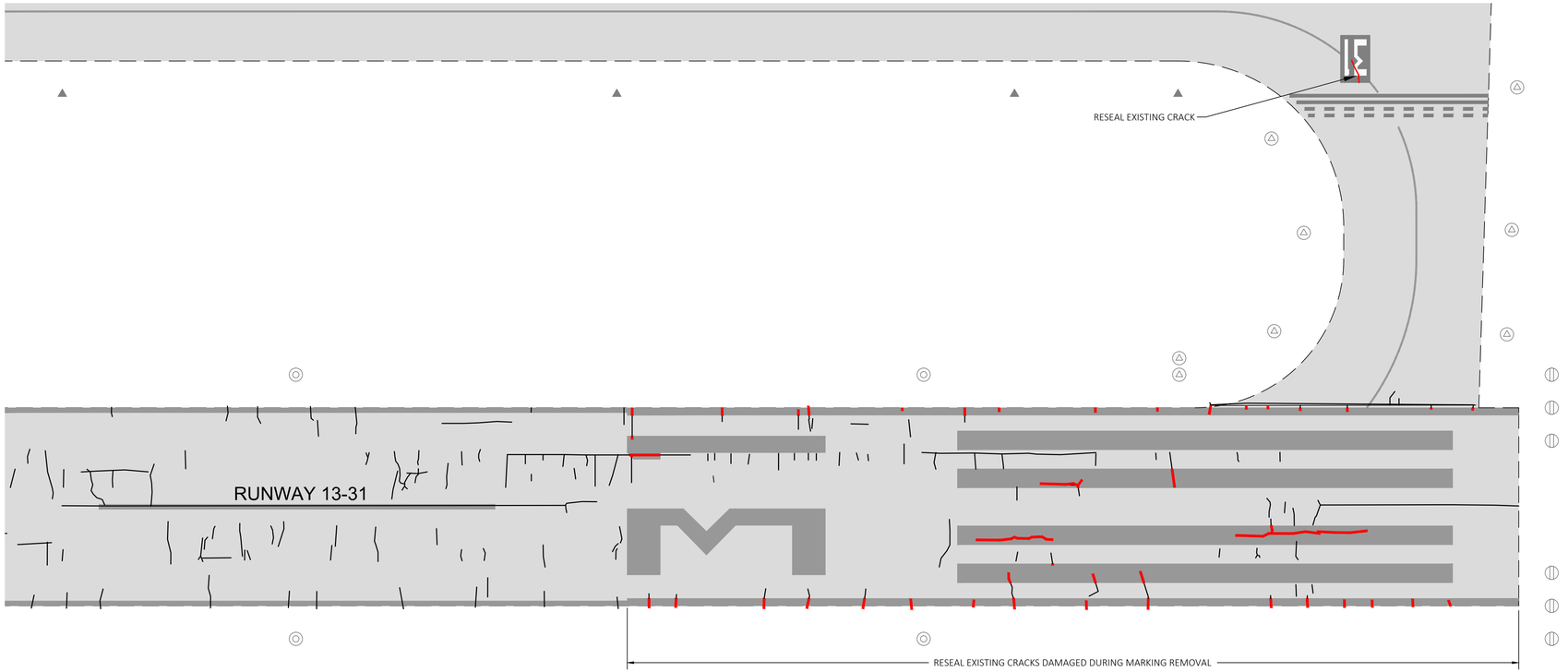


LEGEND

- EXISTING AIRFIELD PAVEMENT
- EXISTING SEALED CRACK
- RESEAL CRACK
- EXISTING RUNWAY EDGE LIGHT
- EXISTING TAXIWAY EDGE LIGHT



RESEAL EXISTING CRACK
NOT TO SCALE



RUNWAY 31 END RESEAL EXISTING CRACKS PLAN
NOT TO SCALE

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ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER · MELISSA S. BRANDLEY · No. C 71139 · Exp. 6-30-2023 · CIVIL · STATE OF CALIFORNIA

2-1-23

REVISIONS	No.	BY	APR	DATE

COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA
CRACK SEAL AND SLURRY SEAL RUNWAY 13-31
PHASE 2
CRACK RESEAL PLAN

DATE	2/1/23
DRAWN	KDC
CHECKED	MSB
PROJECT No.	76.07-2
FILE	7607-2.05.Cracks
SCALE	1"=50'
SHEET No.	5 OF 9

Attachment: Updated 2-16-23 Colusa Slurry Seal and Remark Runway Phase 2 (8920 : Adopt Plans, Specifications and Working Details for Airport RFB)

PLOTTED BY Melissa Brandley 2/16/2023 1:54 PM
G:\76 COLUSA\07.2 RW ENDS SLURRY & MARKING\BID SET\7607-2.05.CRACKS.DWG

NOTES:

1. PRIOR TO PLACING SLURRY SEAL, ALL DESIGNATED EXISTING AIRFIELD MARKING SHALL BE REMOVED BY LIGHT MICRO-GRINDING, SCARIFIER AND/OR WATERBLASTING TO SUCH AN EXTENT THAT AT LEAST 90% OF UNDERLYING PAVEMENT IS EXPOSED. PAVEMENT REMOVAL SHALL NOT EXCEED 1/16TH OF AN INCH DURING MARKING REMOVAL. ENGINEER SHALL DESIGNATE WHICH MARKINGS REQUIRE REMOVAL. DEBRIS AND DEPOSITS FROM GRINDING/WATER BLASTING SHALL BE THOROUGHLY REMOVED AND DRY PRIOR TO APPLYING SLURRY.
2. PRIOR TO SLURRY OPERATIONS, ALL EXISTING SURVEY MONUMENTS SHALL BE SUITABLY COVERED TO SHIELD THEM FROM THE SLURRY. PROTECTIVE COVERINGS SHALL BE REMOVED UPON COMPLETION OF SLURRY OPERATIONS.
3. ALL SLURRY SEALED AREAS SHALL BE ROLLED WITH PNEUMATIC TIRED ROLLER WITH A MINIMUM OF THREE FULL COVERAGE PASSES AS SOON AS SLURRY SEAL MIXTURE WILL SUPPORT ROLLING OPERATION WITHOUT DAMAGE TO SLURRY SEAL.

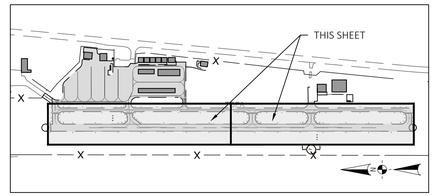
GRID NORTH

50 0 25 50

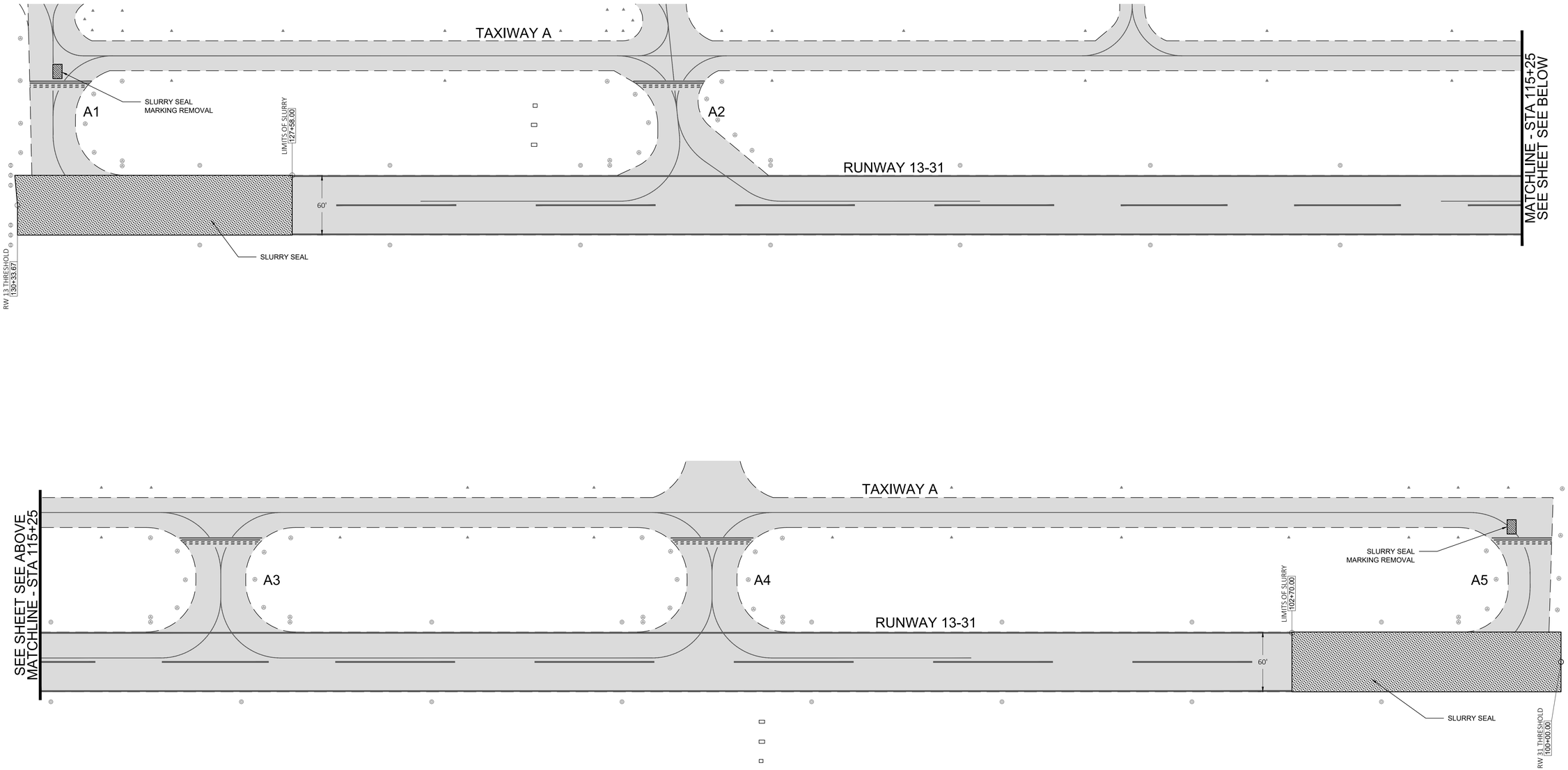
SCALE: 1"=50'

LEGEND

100+00	RUNWAY STATION
	EX AIRFIELD PAVEMENT
	SLURRY SEAL
	EX RUNWAY EDGE LIGHT
A	EX TAXIWAY EDGE LIGHT
	EX TAXIWAY REFLECTOR



LOCATION MAP



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ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER · MELISSA S. BRADLEY · No. C 71139 · Exp. 6-30-2023 · CIVIL · STATE OF CALIFORNIA

2-1-23

No.	REVISIONS	BY	APR	DATE

COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA

CRACK SEAL AND SLURRY SEAL RUNWAY 13-31
PHASE 2

SLURRY SEAL PLAN

DATE	2/1/23
DRAWN	DMB
CHECKED	MSB
PROJECT No.	76.07-2
FILE	7607-2.06.Slurry
SCALE	1"=50'
SHEET No.	6 OF 9

PLOTTED BY Melissa Brandley 2/16/2023 1:54 PM
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Attachment: Updated 2-16-23 Colusa Slurry Seal and Remark Runway Phase 2 (6920 : Adopt Plans, Specifications and Working Details for Airport RFB)

NOTES:

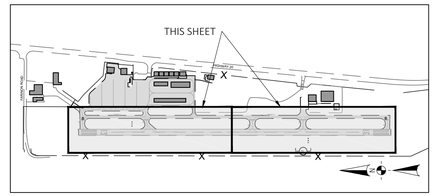
1. SEE SHEET 2 FOR PHASING PLANS & NOTES.
2. NEW MARKING OF RUNWAY 13-31 WILL BE CONDUCTED UNDER THE SUPERVISION OF THE RESIDENT PROJECT REPRESENTATIVE OR AIRPORT OPERATIONS MANAGER. NO MARKING PERSONNEL OR VEHICLES WILL BE ALLOWED WITHIN THE RSA OF RUNWAY 13-31 UNLESS THE RUNWAY IS CLOSED. MARKING CONTRACTOR WILL COORDINATE WITH RESIDENT PROJECT REPRESENTATIVE OR AIRPORT OPERATIONS MANAGER TO SCHEDULE WORK ACCORDING TO THE CONSTRUCTION SAFETY AND PHASING PLANS.
3. PRIOR TO PLACING SLURRY SEAL, ALL DESIGNATED EXISTING AIRFIELD MARKING SHALL BE REMOVED BY LIGHT MICRO-GRINDING, SCARIFIER AND/OR WATERBLASTING TO SUCH AN EXTENT THAT AT LEAST 90% OF UNDERLYING PAVEMENT IS EXPOSED. PAVEMENT REMOVAL SHALL NOT EXCEED 1/16TH OF AN INCH DURING MARKING REMOVAL. ENGINEER SHALL DESIGNATE WHICH MARKINGS REQUIRE REMOVAL. DEBRIS AND DEPOSITS FROM GRINDING/WATERBLASTING SHALL BE THOROUGHLY REMOVED AND DRY PRIOR TO APPLYING SLURRY.
4. PRIOR TO SLURRY OPERATIONS, ALL EXISTING SURVEY MONUMENTS SHALL BE SUITABLY COVERED TO SHIELD THEM FROM THE SLURRY. PROTECTIVE COVERINGS SHALL BE REMOVED UPON COMPLETION OF SLURRY OPERATIONS.
5. ALL AREAS TO RECEIVE NEW MARKING SHALL BE SWEPT CLEAN BY CONTRACTOR PRIOR TO ANY APPLICATION OF PAINT.
6. ALL MARKING LAYOUTS SHALL BE APPROVED BY RESIDENT PROJECT REPRESENTATIVE PRIOR TO PLACING ANY PAINT.
7. ALL NEW MARKING SHALL RECEIVE 2 COATS OF PAINT. THE FIRST COAT OF PAINT SHALL BE APPLIED NO SOONER THAN 48 HOURS AFTER THE APPLICATION OF NEW SLURRY SEAL. THE FINAL COAT OF PAINT SHALL BE APPLIED WITH BEADS A MINIMUM OF 2 WEEKS AFTER THE FIRST COAT OF PAINT. NEW MARKING SCHEDULE SHALL BE SUBMITTED BY CONTRACTOR PRIOR TO START OF ALL MARKING WORK.

LEGEND

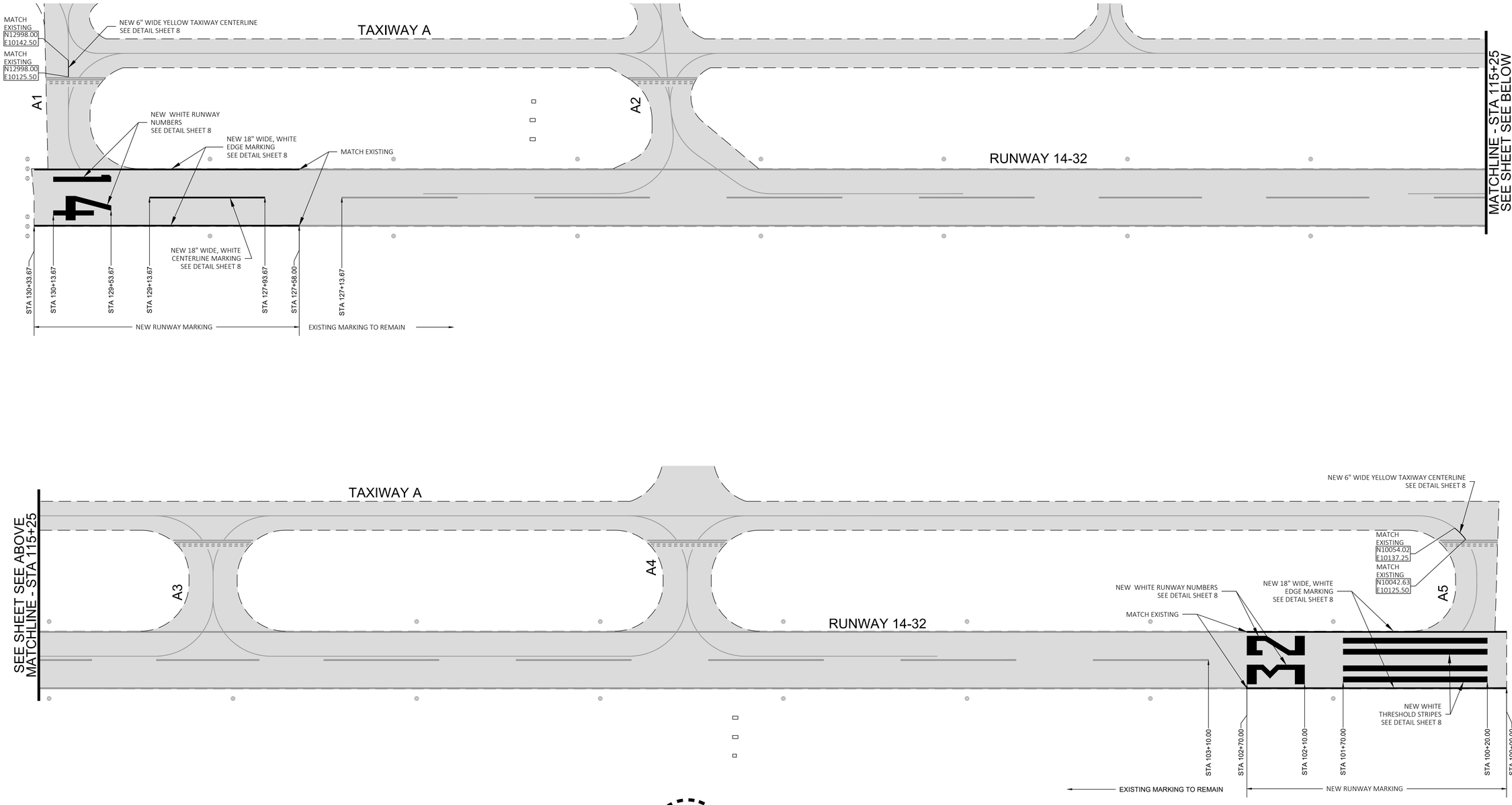
EX AIRFIELD PAVEMENT
NEW MARKING
EXISTING MARKING

GRID NORTH

50 0 25 50
SCALE: 1"=50'



LOCATION MAP



BRADLEY ENGINEERING
6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725

ENGINEER OF RECORD
REGISTERED PROFESSIONAL ENGINEER MELISSA S. BRADLEY No. C 71139 Exp. 6-30-2023 CIVIL STATE OF CALIFORNIA
2-1-23

No.	REVISIONS	BY	APR	DATE

COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA
CRACK SEAL AND SLURRY SEAL RUNWAY 13-31 PHASE 2
MARKING PLAN

DATE	2/1/23
DRAWN	DMB
CHECKED	MSB
PROJECT No.	76.07-2
FILE	7607-2.08.Mark
SCALE	1"=50'
SHEET No.	7 OF 9

PLOTTED BY: Melissa Brandley 2/16/2023 1:54 PM
G:\76 COLUSA\97.2 RW ENDS SLURRY & MARKING\BID SET\7607-2.08.MARK.DWG

Attachment: Updated 2-16-23 Colusa Slurry Seal and Remark Runway Phase 2 (6920 : Adopt Plans, Specifications and Working Details for Airport RFB)

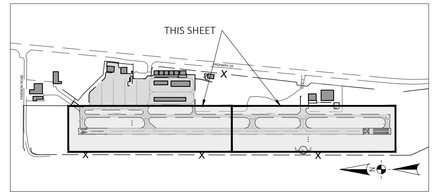
NOTES:

1. ALL AREAS TO RECEIVE NEW MARKING SHALL BE SWEPT CLEAN BY CONTRACTOR PRIOR TO ANY APPLICATION OF PAINT.
2. ALL MARKING LAYOUTS SHALL BE APPROVED BY RESIDENT PROJECT REPRESENTATIVE PRIOR TO PLACING ANY PAINT.
3. ALL NEW MARKING SHALL RECEIVE 2 COATS OF PAINT. THE FIRST COAT OF PAINT SHALL BE APPLIED NO SOONER THAN 48 HOURS AFTER THE APPLICATION OF NEW SLURRY SEAL. THE FINAL COAT OF PAINT SHALL BE APPLIED WITH BEADS 24 HOURS AFTER THE FIRST COAT OF PAINT. NEW MARKING SCHEDULE SHALL BE SUBMITTED BY CONTRACTOR PRIOR TO START OF ALL MARKING WORK.

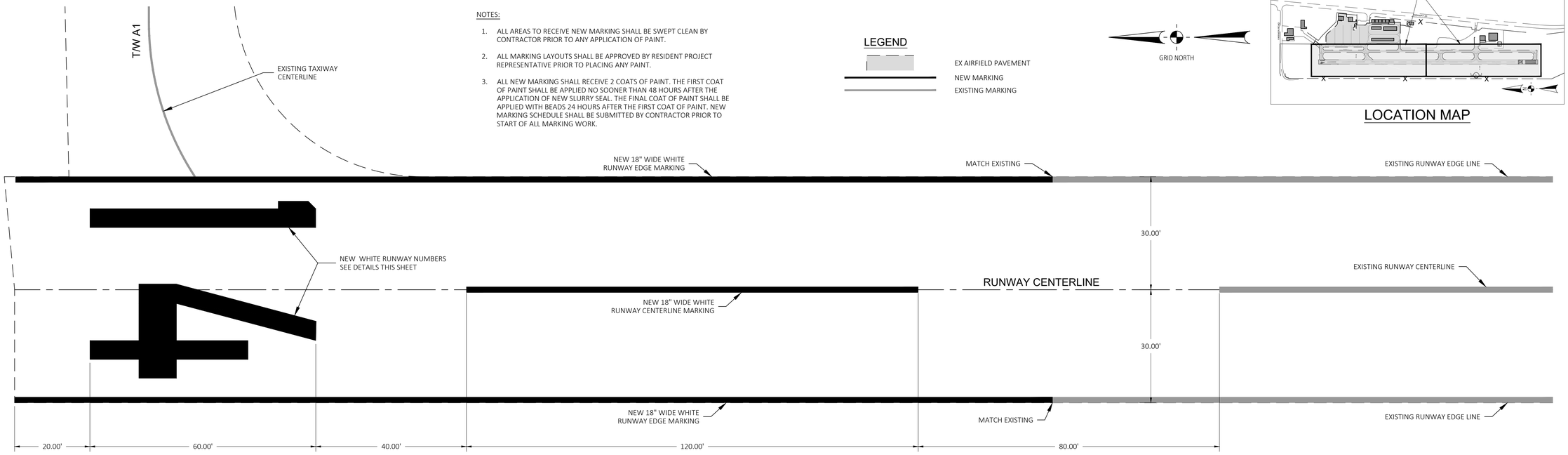
LEGEND

EX AIRFIELD PAVEMENT
NEW MARKING
EXISTING MARKING

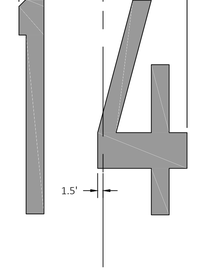
GRID NORTH



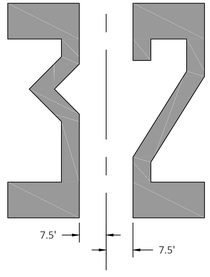
LOCATION MAP



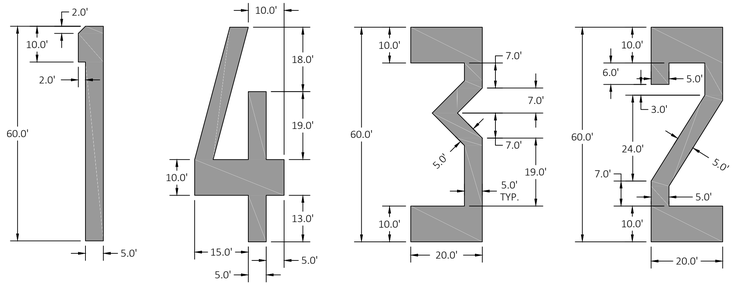
RUNWAY 14 END DETAIL
NO SCALE



RUNWAY 14 SPACING DETAIL
NO SCALE



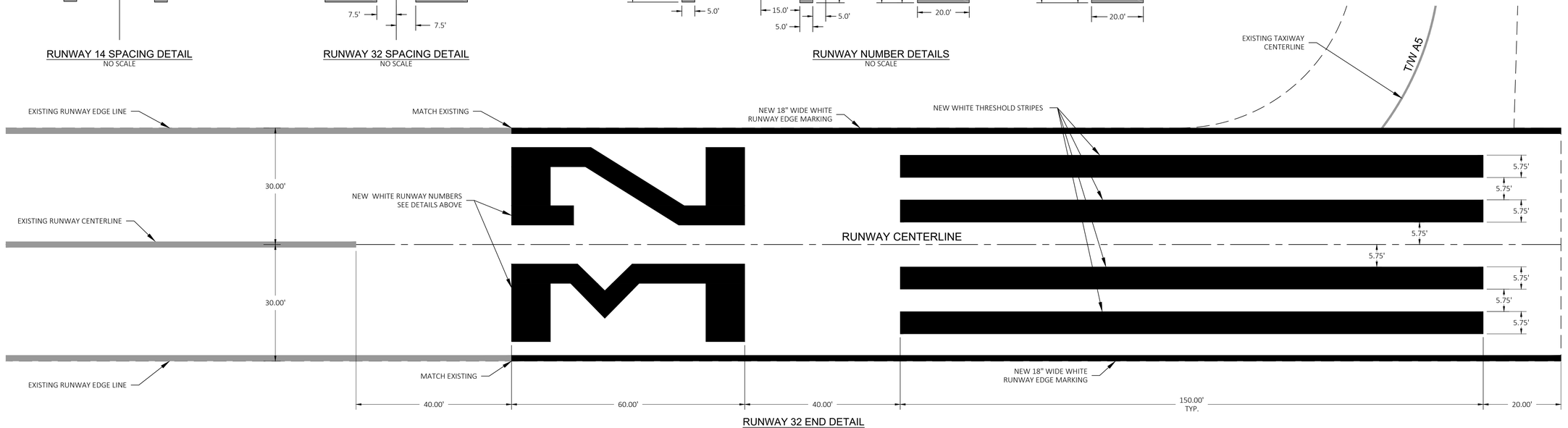
RUNWAY 32 SPACING DETAIL
NO SCALE



RUNWAY NUMBER DETAILS
NO SCALE



TAXIWAY CENTERLINE DETAIL
NO SCALE



RUNWAY 32 END DETAIL
NO SCALE

BRADLEY ENGINEERING
6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER · MELISSA S. BRADLEY · No. C 71139 · Exp. 6-30-2023 · CIVIL · STATE OF CALIFORNIA

2-1-23

No.	REVISIONS	BY	APR	DATE

COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA

CRACK SEAL AND SLURRY SEAL RUNWAY 13-31
PHASE 2

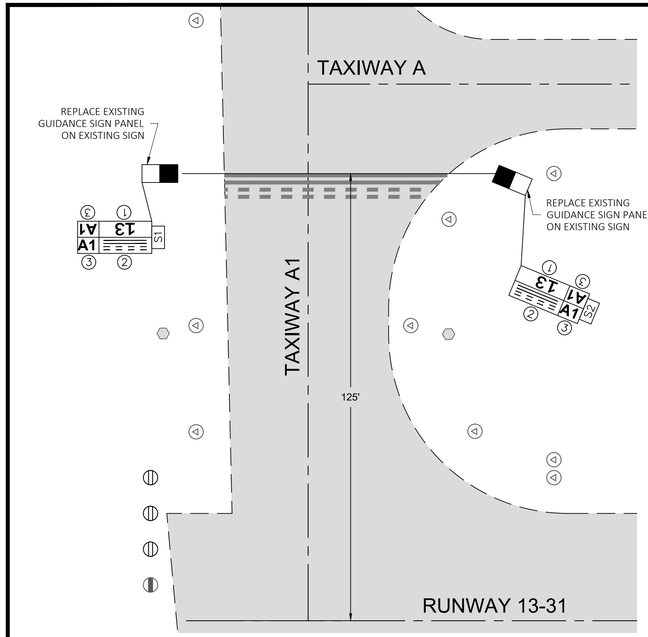
MARKING DETAILS

DATE	2/1/23
DRAWN	DMB
CHECKED	MSB
PROJECT No.	76.07-2
FILE	7607-2.08.Mark
SCALE	NO SCALE
SHEET No.	8 OF 9

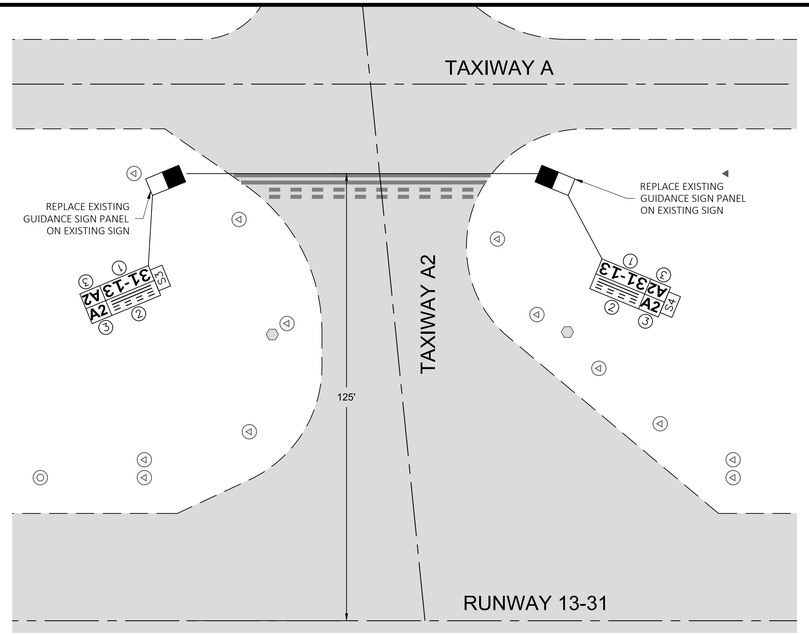
PLOTTED BY Melissa Bradley 2/16/2023 1:54 PM

G:\76 COLUSA\07 2 RW ENDS SLURRY & MARKING\BID SET\7607-2.08.MARK.DWG

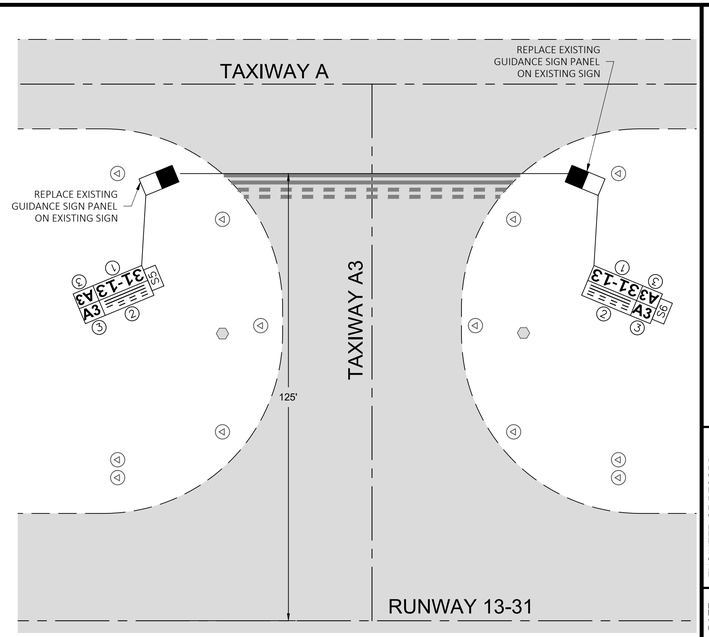
Attachment: Updated 2-16-23 Colusa Slurry Seal and Remark Runway Phase 2 (8920 : Adopt Plans, Specifications and Working Details for Airport RFB)



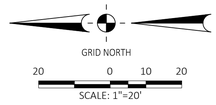
T/W A1 GUIDANCE SIGN AND DUCT LAYOUT PLAN

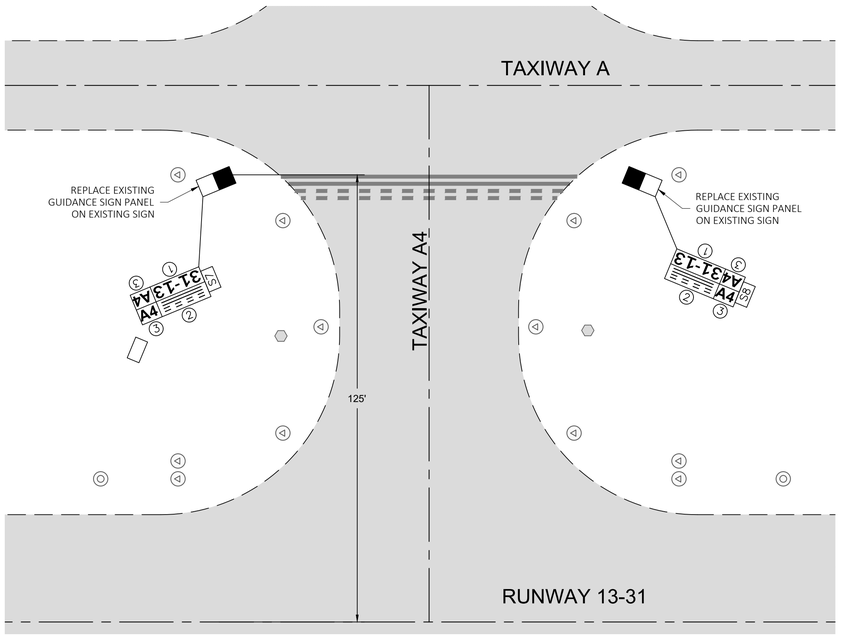


T/W A2 GUIDANCE SIGN AND DUCT LAYOUT PLAN

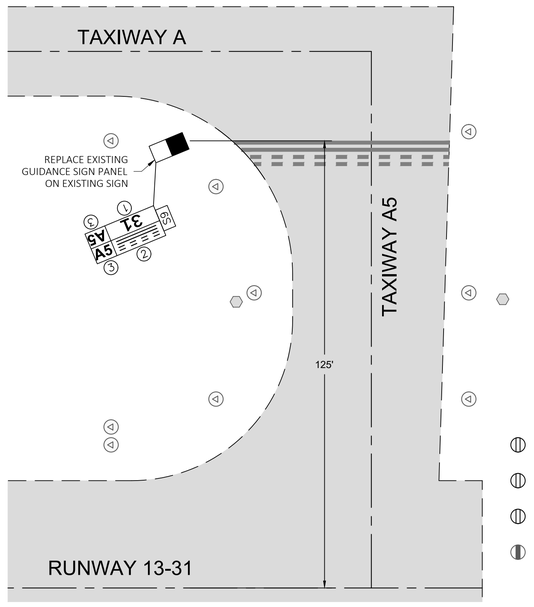


T/W A3 GUIDANCE SIGN AND DUCT LAYOUT PLAN

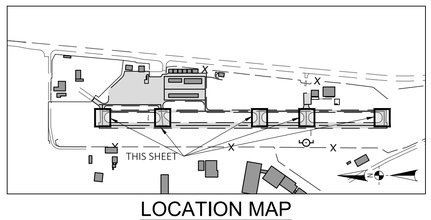




T/W A4 GUIDANCE SIGN AND DUCT LAYOUT PLAN



T/W A5 GUIDANCE SIGN AND DUCT LAYOUT PLAN



LOCATION MAP

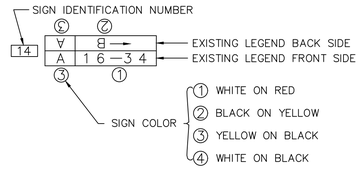
COLUSA COUNTY AIRPORT SIGNAGE TABLE

SIGN NO.	EXISTING SIGN LEGEND	NEW SIGN LEGEND	SIZE	# MODULES	REMARKS
1	13 A1	14 A1	1	3	FURNISH AND INSTALL REPLACEMENT SIGN PANEL
2	A1 13	A1 14	1	3	FURNISH AND INSTALL REPLACEMENT SIGN PANEL
3	31-13 A2	32-14 A2	1	3	FURNISH AND INSTALL REPLACEMENT SIGN PANEL
4	A2 A2 31-13	A2 A2 32-14	1	3	FURNISH AND INSTALL REPLACEMENT SIGN PANEL
5	31-13 A3	32-14 A3	1	3	FURNISH AND INSTALL REPLACEMENT SIGN PANEL
6	A3 A3 31-13	A3 A3 32-14	1	3	FURNISH AND INSTALL REPLACEMENT SIGN PANEL
7	31-13 A4	32-14 A4	1	3	FURNISH AND INSTALL REPLACEMENT SIGN PANEL
8	A4 A4 31-13	A4 A4 32-14	1	3	FURNISH AND INSTALL REPLACEMENT SIGN PANEL
9	31 A5	32 A5	1	3	FURNISH AND INSTALL REPLACEMENT SIGN PANEL

NOTES:

1. EXISTING GUIDANCE SIGNS WILL BE INSTALLED IN 2023 AND ARE ADB SAFEGATE, 3 MODULE, SIZE 1, STYLE 2, CLASS 2 SIGNS. NEW REPLACEMENT SIGN PANELS SHALL MATCH AND FIT INTO EXISTING SIGNS.
2. LOCATION OF ALL NEW SIGN PANELS SHALL BE APPROVED IN THE FIELD BY THE RPR PRIOR TO INSTALLATION.
3. EXISTING GUIDANCE SIGN PANELS TO BE REMOVED SHALL BE DISPOSED OF BY THE CONTRACTOR OFF SITE AT NO ADDITIONAL COST.

SIGN LEGEND



LEGEND

- EXISTING PAVEMENT
- CENTERLINE
- EXIST. EDGE OF PAVEMENT
- EXISTING RUNWAY LIGHT
- EXISTING THRESHOLD LIGHT
- EXISTING TAXIWAY LIGHT
- EXISTING TAXIWAY REFLECTOR
- EXISTING PULL BOX
- EXISTING GUIDANCE SIGN

BRADLEY ENGINEERING
6125 KING ROAD, SUITE 201 · LOOMIS, CALIFORNIA 95650 · (916) 652-4725

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER * MELISSA S. BRADLEY * No. C 71139 Exp 6-30-2023 * CIVIL * STATE OF CALIFORNIA

2-1-23

No.	REVISIONS	BY	APR	DATE

COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA
CRACK SEAL AND SLURRY SEAL RUNWAY 13-31
PHASE 2
SIGN PANEL REPLACEMENT PLAN

DATE	2/1/23
DRAWN	MSB
CHECKED	MSB
PROJECT No.	76.07-2
FILE	7607-2.09.Sign
SCALE	1"=20'
SHEET No.	9 OF 9

Attachment: Updated 2-16-23 Colusa Slurry Seal and Remark Runway Phase 2 (8920 : Adopt Plans, Specifications and Working Details for Airport RFB)

G:\76 COLUSA\07 2 RW ENDS SLURRY & MARKING\BID SET\7607-2.09.SIGN.DWG PLOTTED BY Melissa Bradley 2/16/2023 1:54 PM

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the County of Colusa is requesting bids (RFB) for the Crack Seal and Slurry Seal Runway 13-31 – Phase 2, located at Colusa County Airport, AIP No 3-06-0048-025-2023, as more specifically detailed in the Scope of Work section of the Request for Bids (RFB). Bids must be received at the County Board Clerk's Office, 547 Market St., Suite 102 Colusa, California 95932 no later than 2:00 p.m. on March 29, 2023 and then at said office publicly opened and read aloud.

BID SECURITY: Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bids. Bid securities shall be made in favor of the County of Colusa.

GENERAL WORK DESCRIPTION; CONTRACT TIME: The WORK, in general, consists of resealing of cracks, placing of a slurry seal coat, and remarking pavements on Runway 13-31 – 60' x 540' – changing runway numbers from "13-31" to "14-32".

This work shall be constructed in accordance with details as shown on the plans and described in the specifications for this project. All the work to be performed under this contract shall be completed within twenty **(20) working days**.

PRE-BID CONFERENCE: The County shall conduct a Pre-bid Conference on March 22, 2023 at 10:00 A.M. at the following location: Colusa County Airport, 2915 State Highway 20, Colusa, California.

OBTAINING CONTRACT DOCUMENTS: The bid must be made on the bid forms furnished by the County. The RFB and Bid forms are available on the County website at www.countyofcolusa.org in the Bids & RFP's section.

Each bid shall be enclosed and submitted in a sealed envelope, bearing the project name, the bidder's name, contractor's license type and number, and expiration date.

Any questions regarding the materials contained in the Contract Documents should be directed to the Public Purchase website. All responses will be posted to the Public Purchase website.

WAGE RATES: All labor on the project shall be paid the higher of the minimum wage rates as established by the U.S. Secretary of Labor, or the California Director of Industrial Relations. If a discrepancy exists between these two determinations, then all labor on the project shall be paid the higher of the two minimum wage rates.

FEDERAL PROVISIONS

Disadvantaged Business Enterprise – The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.
The County of Colusa, Colusa County Airport, has established a DBE goal of 28% race neutral. All prime contractors are required to make a good faith effort to find and utilize DBE subcontractors.

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

Attachment: Updated Notice To Bidders Crack Seal Slurry Seal Runway 13-31 [Revision 1] (8920 : Adopt Plans, Specifications and Working

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein no later than 4:00 p.m. on the fourth business day following the date of bid opening.

(1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
(2) A description of the work that each DBE firm will perform;
(3) The dollar amount of the participation of each DBE firm listed under (1);
(4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
(5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
(6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Title IV – Civil Rights Act – The County of Colusa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

AWARD

The County of Colusa reserves the right to reject any and/or all bids or to utilize any alternate procedures as authorized by California Public Contracts Code Sections 20166 and 20167, and accept such bids as are to the best interest of the County. The County reserves the right to waive an informality or irregularity on a bid. No bidder may withdraw his bid for a period of one hundred twenty (120) days after the date set for the opening thereof. The County reserves the right to waive any informality or irregularity in a bid. The County shall not assume any liability or costs incurred by Bidders should the award of contract be canceled due to lack of financing.

Date: February 28, 2023

_____

Patricia Rodriguez, Deputy Clerk

Attachment: Updated Notice To Bidders Crack Seal Slurry Seal Runway 13-31 [Revision 1] (8920 : Adopt Plans, Specifications and Working

COUNTY OF COLUSA, CA **2.11**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Ratify Equity Lease Agreements for Community Development and Behavioral Health Services**

Ratify equity lease agreements with **Enterprise FM Trust** on behalf of Community Development: one 2023 Hyundai Santa Fe SUV; and, for Behavioral Health Services: one 2023 Ford Escape and three 2023 Chevrolet Malibu vehicles signed by the Purchasing Agent.

Detailed Description/Background of request

Both Community Development and Behavioral Health Services have approved vehicle(s) in this fiscal year's budget. Due to the supply chain issues and limited availability, the Purchasing Agent signed the lease agreements with Enterprise FM Trust for one 2023 Hyundai Santa Fe SUV on behalf of Community Development; one 2023 Ford Escape and three Chevrolet Malibu vehicles on behalf of Behavioral Health Services.

Purchasing and Procurement is requesting that the Board ratify the equity lease agreements for Community Development and Behavioral Health Services that was signed by the Purchasing Agent.

Prior Board Action

Prior equity lease agreements with Enterprise FM Trust

Fiscal Impact/Funding Source

Budgeted by Department

Action for the Clerk

Please assign a contract number and forward a copy to Angela @ Purchasing

ATTACHMENTS:

- Signed Quote 6988592 Hyundai Santa Fe (PDF)
- Signed Quote 6822494 2023 Ford Escape (PDF)
- Signed Quote 6993856 (3) Chevy Malibus (PDF)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: [redacted]

Prepared For: County of Colusa
Gross, Angela

Date 01/24/2023
AE/AM BTS/MHH

Unit #
Year 2023 **Make** Hyundai **Model** Santa Fe
Series SE 4dr All-Wheel Drive
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 570411

$ 31,145.00		Capitalized Price of Vehicle [1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 640.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 31,785.00		Total Capitalized Amount (Delivered Price)
$ 429.10		Depreciation Reserve @ 1.3500%
$ 153.18		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 582.28		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 55.57		Full Maintenance Program [3] Contract Miles 50,000 — OverMileage Charge $ 0.0400 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 55.57		**Additional Services SubTotal**
$ 42.22		Sales Tax 7.2500% **State** CA
$ 680.07		**Total Monthly Rental Including Additional Services**
$ 6,039.00		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Quartz White
Interior Color	Black w/Stain-Resistant Cloth Seat Trim
Lic. Plate Type	Exempt
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Ope End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade business of the Lessee.

LESSEE County of Colusa
BY Wendy A Tyler **TITLE** CAO **DATE** 1.30.2023

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebat And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certa separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direc of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: Signed Quote 6988592 Hyundai Santa Fe (8922 : Ratify Equity Lease Agreements for two Departments)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No:

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 140.(
Pricing Plan Delivery Charge	C	$ 225.(
Courtesy Delivery Fee	C	$ 275.(
Total Other Charges Billed		$ 0.(
Total Other Charges Capitalized		$ 640.(
Other Charges Total		$ 640.(

Attachment: Signed Quote 6988592 Hyundai Santa Fe (8922 : Ratify Equity Lease Agreements for two Departments)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: [redacted]

VEHICLE INFORMATION:

2023 Hyundai Santa Fe SE 4dr All-Wheel Drive - US

Series ID: 644B2A4S

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$28,732	$30,150.00
Total Options	$578.00	$645.00
Destination Charge	$1,335.00	$1,335.00
Total Price	**$30,645.00**	**$32,130.00**

SELECTED COLOR:

Exterior: WW8-Quartz White

Interior: NNB-Black w/Stain-Resistant Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
01	Option Group 01	NC	NC
FL	All Season Fitted Liners	$197.00	$245.00
NNB_01	Black w/Stain-Resistant Cloth Seat Trim	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	Axle Ratio: 4.081	STD	STD
STDEN	Engine: 2.5L GDI MPI DOHC 16-Valve I4	STD	STD
STDGV	GVWR: 5,247 lbs	STD	STD
STDRD	Radio: AM/FM Display Audio	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Stain-Resistant Cloth Seat Trim	STD	STD
STDTN	Transmission: 8-Speed Automatic w/SHIFTRONIC	STD	STD
STDTR	Tires: 235/60R18	STD	STD
STDWL	Wheels: 18" x 7.5J Alloy	STD	STD
WARANT	Fleet Customer Limited Warranty	NC	NC
WW8_02	Quartz White	$381.00	$400.00

Attachment: Signed Quote 6988592 Hyundai Santa Fe (8922 : Ratify Equity Lease Agreements for two Departments)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6822494

Prepared For: County of Colusa
Gross, Angela

Date 01/26/2023
AE/AM BTS/MHH

Unit # 26FXJR
Year 2023 **Make** Ford **Model** Escape
Series Active 4dr Front-Wheel Drive
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 570411

$ 27,302.00		Capitalized Price of Vehicle [1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 437.42	*	Initial License Fee
$ 0.00		Registration Fee
$ 565.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 27,867.00		Total Capitalized Amount (Delivered Price)
$ 376.20		Depreciation Reserve @ 1.3500%
$ 134.60		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 510.80		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 55.14		Full Maintenance Program [3] Contract Miles 50,000 — OverMileage Charge $ 0.0400 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 55.14		**Additional Services SubTotal**
$ 37.03		Sales Tax 7.2500% **State** CA
$ 602.97		**Total Monthly Rental Including Additional Services**
$ 5,295.00		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Behavioral Health
Exterior Color	Oxford White
Interior Color	Ebony w/Unique Cloth Front Bucket Seats
Lic. Plate Type	Exempt
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Ope End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade business of the Lessee.

LESSEE County of Colusa
BY [signature] **TITLE** CAO **DATE** 1.30.2023

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebat And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certa separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the dire of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: Signed Quote 6822494 2023 Ford Escape (8922 : Ratify Equity Lease Agreements for two Departments)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6822494

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 140.(
Pricing Plan Delivery Charge	C	$ 225.(
Courtesy Delivery Fee	C	$ 200.(
Total Other Charges Billed		$ 0.(
Total Other Charges Capitalized		$ 565.(
Other Charges Total		$ 565.(

Attachment: Signed Quote 6822494 2023 Ford Escape (8922 : Ratify Equity Lease Agreements for two Departments)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: [redacted]

VEHICLE INFORMATION:

2023 Ford Escape Active 4dr Front-Wheel Drive - US

Series ID: U0G

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$27,691	$28,845.00
Total Options	$0.00	$0.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$29,186.00**	**$30,340.00**

SELECTED COLOR:

Exterior: YZ-Oxford White

Interior: CB-Ebony w/Unique Cloth Front Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
106WB	106" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
200A	Equipment Group 200A	NC	NC
425	50-State Emissions System	STD	STD
448	Transmission: 8-Speed Automatic	Included	Included
99N	Engine: 1.5L EcoBoost	Included	Included
C	Unique Cloth Front Bucket Seats	Included	Included
CB_01	Ebony w/Unique Cloth Front Bucket Seats	NC	NC
FPASS	FordPass Connect	Included	Included
PAINT	Monotone Paint Application	STD	STD
STDAX	3.81 Axle Ratio	Included	Included
STDGV	GVWR: TBD	Included	Included
STDRD	Radio: AM/FM Stereo	Included	Included
STDTR	Tires: 225/65R17 AS BSW	Included	Included
STDWL	Wheels: 17" Shadow Silver-Painted Aluminum	Included	Included
SYNC	SYNC 4	Included	Included
YZ_01	Oxford White	NC	NC

Attachment: Signed Quote 6822494 2023 Ford Escape (8922 : Ratify Equity Lease Agreements for two Departments)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: [redacted]

Prepared For: County of Colusa
Gross, Angela

Date 01/26/2023
AE/AM BTS/MHH

Unit #
Year 2023 **Make** Chevrolet **Model** Malibu
Series 1LT 4dr Sedan
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 570411

x3 WDT

$ 26,324.55		Capitalized Price of Vehicle [1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 427.52	*	Initial License Fee
$ 0.00		Registration Fee
$ 275.00		Other: (See Page 2)
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 0.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 26,599.55		Total Capitalized Amount (Delivered Price)
$ 359.09		Depreciation Reserve @ 1.3500%
$ 128.60		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 487.69		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 53.77		Full Maintenance Program [3] Contract Miles 50,000 — OverMileage Charge $ 0.0400 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 53.77		**Additional Services SubTotal**
$ 35.36		Sales Tax 7.2500% **State** CA
$ 576.82		**Total Monthly Rental Including Additional Services**
$ 5,054.15		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Summit White
Interior Color	Dark Atmosphere/Medium Ash Gray w/Premium Clo
Lic. Plate Type	Unknown
GVWR	0

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Ope End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.
Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade business of the Lessee.

LESSEE County of Colusa
BY Wendy S Tyler **TITLE** CAO **DATE** 1.30.2023

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

[1] Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebat And/Or Incentives Have Been UsedBy Lessor to Reduce the Capitalized Price of the Vehicle.

[2] Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

[3] The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certai separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direc of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: Signed Quote 6993856 (3) Chevy Malibus (8922 : Ratify Equity Lease Agreements for two Departments)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: [redacted]

x3 1069

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	B	$ 140.(
Pricing Plan Delivery Charge	B	$ 225.(
Courtesy Delivery Fee	C	$ 275.(
Total Other Charges Billed		$ 365.(
Total Other Charges Capitalized		$ 275.(
Other Charges Total		$ 640.(

Attachment: Signed Quote 6993856 (3) Chevy Malibus (8922 : Ratify Equity Lease Agreements for two Departments)

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Open-End (Equity) Lease Rate Quote

Quote No: [redacted]

VEHICLE INFORMATION:

2023 Chevrolet Malibu 1LT 4dr Sedan - US

Series ID: 1ZD69

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$27,088.4	$28,100.00
Total Options	$241.15	$265.00
Destination Charge	$1,095.00	$1,095.00
Total Price	**$28,424.55**	**$29,460.00**

SELECTED COLOR:

Exterior: GAZ-Summit White

Interior: H1H-Dark Atmosphere/Medium Ash Gray w/Premium Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1LT	Preferred Equipment Group 1LT	NC	NC
A51	Front Bucket Seats	STD	STD
AE8	8-Way Power Driver Seat Adjuster	Included	Included
AG6	6-Way Manual Front Passenger Seat Adjuster	Included	Included
AL9	Power Driver Lumbar Control Seat Adjuster	Included	Included
GAZ_02	Summit White	NC	NC
H1H_02	Dark Atmosphere/Medium Ash Gray w/Premium Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
KA1	Heated Driver & Front Passenger Seats	Included	Included
LFV	Engine: 1.5L Turbo DOHC 4-Cylinder DI w/VVT	STD	STD
MRG	Transmission: Continuously Variable (CVT)	STD	STD
PAINT	Monotone Paint Application	STD	STD
PDH	Interior Protection Package (LPO)	$204.75	$225.00
PPW	Wireless Apple CarPlay/Android Auto	Included	Included
RSE	Wheels: 17" Aluminum	STD	STD
STDTM	Premium Cloth Seat Trim	STD	STD
STDTR	Tires: P225/55R17 All-Season Blackwall	STD	STD
U2K	SiriusXM Radio	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
VAV	All-Weather Floor Mats (LPO)	Included	Included
VK3	Front License Plate Bracket	$36.40	$40.00
VLI	Cargo Mat (LPO)	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC

Attachment: Signed Quote 6993856 (3) Chevy Malibus (8922 : Ratify Equity Lease Agreements for two Departments)

COUNTY OF COLUSA, CA 2.12

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **1st Modification MuniBilling**

Approve 1st Modification with **MuniBilling** to provide Utility billing software to the Public Works Department, effective July 1, 2022.

Detailed Description/Background of request

The CSA water billing software contract PC19-008 with Munibilling expired in June 2022. The CSA's are continuing to use the software for the CSA's monthly water billing and the Contractor has continued to provide serviced under the terms and conditions of the expired contract since the expiration date.

DPW is requesting the Board to approve the 1st Modification extending the term and increasing the not to exceed amount of the contract.

Prior Board Action

PC19-008

Fiscal Impact/Funding Source

Not to exceed $25,000

Action for the Clerk

MuniBilling, 3300 Battleground Ave., Ste. 402, Greensboro, NC 2741

ATTACHMENTS:

- 1st Modification Munibilling (DOCX)
- PC19-008 MuniBilling (PDF)

First Modification Utility Billing Software Contract

This First Modification of Utility Billing Software contract is between Colusa County (County), a political subdivision of the State of California, and MuniBilling, (Contractor), a North Carolina Limited Liability Company.

Background

On July 15, 2019, the parties executed Contract PC19-008 to provide the County with Utility Billing Software.

The contract expired on June 30, 2022. 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 termination date and increase the compensation.

Modification

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

1. Section 2 Term, is modified by extending the term of the contract through June 30 2025.
2. Section 3 Compensation is modified to increase compensation to a not to exceed amount of $25,000.
3. Section 4 Method of Payment is modified to read as follows:
   Upon receipt of an 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. Attachment "B" Monthly Subscription Cost is modified to read:
   Effective January 1, 2023 increase monthly Subscription Cost to $235.28/month, adjusted annually each January based on October CPI increase.

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Chair

MUNIBILLING, INC

_____Date:_____
Signature

_____
Printed Name and Title

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

Attachment: 1st Modification Munibilling (8941 : 1st Modification MuniBilling)

Utility Billing Software Contract

This Utility Billing Software service contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and MuniBilling ("Contractor"), a North Carolina Limited Liability Company.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with Utility Billing Software, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on July 30, 2019, and shall continue until June 30, 2022.

3. **Compensation:** County will pay Contractor compensation not to exceed $10,000, as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Initially, the County will be invoiced for $1,595 equal to the one-time setup and training fee of $995 and the quarterly monthly ($200) subscription cost of $600. Quarterly, Contractor shall provide County with an invoice for the services provided ($600). Upon receipt of an 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.

   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: PC19-008 MuniBilling (8941 : 1st Modification MuniBilling)

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. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this

Attachment: PC19-008 MuniBilling (8941 : 1st Modification MuniBilling)

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 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, in an amount of not less than one million dollars ($1,000,000) 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;

Attachment: PC19-008 MuniBilling (8941 : 1st Modification MuniBilling)

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.

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.

10. **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.

11. **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.

12. **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.

13. **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.

Attachment: PC19-008 MuniBilling (8941 : 1st Modification MuniBilling)

If to County:	County of Colusa Department of Public Works Attn: Director 1215 Market St. Colusa, CA 95932 530.458.0466
If to Contractor:	MuniBilling Attn: Carin Obad 303-C Pisgah Church Rd. Greensboro, NC 27455 800.259.7020

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

Attachment: PC19-008 MuniBilling (8941 : 1st Modification MuniBilling)

20. **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.

21. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

    A. Attachment "A" Scope of Work
    B. Attachment "B" Proposal Cost Information

COUNTY OF COLUSA

Wendy G. Tyler Date: 7/5/19
Wendy G. Tyler, County Administrative Officer

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

MUNIBILLING, LLC

Carin Obad, President Date: 7/6/19

Attachment: PC19-008 MuniBilling (8941 : 1st Modification MuniBilling)

ATTACHMENT "A"

MUNI BILLING

Scope of Work

Conversion and System Functionality

This document serves to identify all tasks that will be performed for a successful conversion to MuniBilling, as well as any custom functionality to be completed as part of the initial conversion. Any conversion tasks or functionality not listed here including, but not limited to: ACH import/export files, meter integration, 3rd party file transfers, lockbox integration, payment processor integration, accounting software integration, GIS software integration, custom reports, custom data exports, may incur additional charges that will be quoted as needed.

Support Agreement

All MuniBilling customers receive unlimited phone and email support from 8:00AM ET to 8:00PM ET Monday through Friday (excluding holidays) as part of the monthly subscription cost.

Support includes:

- Questions about software functionality: how to use any feature of the system, advice on best practices, reporting questions, any problems that may arise from using the system
- Issues or questions relating to any integration that is quoted in this document or quoted at a later time including but not limited to; ACH import/export files, meter integration, 3rd party file transfers, lockbox integration, payment processor integration, accounting software integration, GIS software integration.
- Issues or questions relating to custom features quoted in this document or at a later time including but not limited to: custom reports, custom data exports, custom system functionality.

Out of Scope Work

Additional integration work:

- We understand that after converting to MuniBilling additional new or change to existing integration work may be required including integrating with payment processors, lockbox processing, meter integration or any other new or changing software integration. In the event additional integration work is required that is not in the scope of this document, a new quote will be prepared outlining the scope of work to be approved by the client.

Attachment: PC19-008 MuniBilling (8941 : 1st Modification MuniBilling)

New system functionality:

- We are constantly improving MuniBilling and will always accept suggestions for improvement to the system. Often suggestions are implemented and made available to all clients for free, and this is one of the many benefits of using cloud-based software. However, occasionally a specific custom feature may be required after converting to MuniBilling that is time sensitive and needed only for one client. In this event a new quote will be prepared outlining the scope of work to be approved by the client.

Additional data migration:

- Any data migration tasks not included in the Conversion Tasks section of this document including but not limited to: bill/payment history, meter reading history, customer deposits, and any additional data fields.
- A change to the data migration tasks listed under the Conversion Tasks section of this document including but not limited to: changing the categorization of customer accounts, reassigning rates, moving or changing any data already migrated.
- In the event additional data migration is required, or a change to the original data migration is needed a new quote will be prepared outlining the scope of work to be approved by the client.

Re-training staff:

- User training is included in this quote, as well as all ongoing support. If future training sessions are needed, will provide certified training for new staff members at the price of $500/session for 3-5 individuals.

Attachment: PC19-008 MuniBilling (8941 : 1st Modification MuniBilling)

MUNI BILL ING

Service Level Information

Planned Maintenance is communicated in advance. Planned maintenance and updates are done on Wednesday evenings at 10:30 PM EST. The system will be unavailable for up to an hour at that time.

Hours of Availability for online access to the MuniBilling system is normally available 24/7 outside of planned maintenance as described above.

Service Metrics

Critical or Serious Issue - Our target response time to critical or serious system issues is one hour or less, and we strive to resolve the issue or develop a workaround within eight business hours.

Moderate Issue - Our target response time to moderate system issues is two hours or less, and we strive to resolve the issue or develop a workaround within sixteen business hours.

Minor Issue - Our target response time to minor system issues is eight hours or less, and we strive to resolve the issue or develop a workaround within two to three weeks during a planned maintenance outage.

Attachment: PC19-008 MuniBilling (8941 : 1st Modification MuniBilling)

MUNI BILLING

Security & Disaster Recovery

Description of MuniBilling Technologies

Web Servers:

- 256 bit SSL Secured Traffic
- Redundant/ load balanced to ensure speed and stability
- Full server backups made daily
- All servers are hosted and supported by Rackspace (www.rackspace.com), a top choice of Fortune 100 companies. Read more about the high level of security, compliance and controls applied to our servers: http://www.rackspace.com/security/management

Database:

- Real time transactional backups and full hourly backups, stored for 30 days
- MySQL, a reliable and trusted database used by companies like Zappos and Adobe.
- Stored on secure servers, your data can never be accessed by anyone else

Software Development:

- All changes are communicated to all customers prior to deployment
- Free updates performed several times per month
- You are always on the latest version without having to install anything
- Engineers at MuniBilling are constantly working to keep the software up to date so you do not have to worry about security and compatibility with your computers

Disaster Recovery:

- Full database backups are performed hourly on disk (in virtual hosted server) and database backups are moved every 6 hours to Rackspace Cloud File storage. The greatest possible loss of data is not more than one hour at any given time. A loss of the primary database server only would result in virtually no loss of data at all because of real time transactional mirroring of data.
- Both virtual server storage and Cloud File storage is redundant and hosted with Rackspace at the Dallas, TX data center.
- All servers involved in hosting MuniBilling are also backed up daily to Cloud File storage. All backups are retained for 30 days.
- MuniBilling has a managed support level agreement with Rackspace (http://www.rackspace.com/cloud/managed cloud/) that offers 24/7 support in the event of a server failure. Rackspace personnel will be involved immediately in the event of a server failure. If, under extraordinary circumstances, Rackspace has a complete failure of servers at their Dallas, TX data center, our servers will be brought back online at another one of their US based data centers as soon as possible.

Attachment: PC19-008 MuniBilling (8941 : 1st Modification MuniBilling)

- Rackspace has been able to offer 100% uptime for their Cloud Server platform (http://www.rackspace.com/information/lega1/cloud/sla? page=cloudsites#cloud_servers_sla), which is where MuniBilling is hosted.
- In addition to the disaster recovery support that Rackspace offers, MuniBilling personnel will be involved to ensure that services are restored as quickly as possible. MuniBilling engineers are on a rotating on call schedule to ensure a resource is available in the event of any problem including nights and weekends.

Attachment: PC19-008 MuniBilling (8941 : 1st Modification MuniBilling)

ATTACHMENT "B"

UNI BILLING

Cost Information

Assumptions for the Cost Information

1. Number of Active Billed Accounts current will be ~200 (2 entities)
2. Online training is based on a "Train the Trainers" approach and is assuming training 3-5 individuals in one group
3. Data Transfer costs are based on receiving required data as provided in existing data conversion templates in electronic format
4. Invoice modifications are modifications and customization that can be provided using a standard invoice template in MuniBilling
5. Only starting balances will be loaded

Data Transfer - none - new meter set up	$0
Conversion & Configuration Setup (Rates, Statement, Categories, etc)	$495
Training (remote training)	$500
Total One-Time Costs	**$995**
Monthly Subscription Cost (up to 300 accounts)	**$200/month**

WOT ~~**Bill Printing (optional) $ 0.26 /Statement+ postage**~~
(includes printing, inserting, statement sized bill 8.5 x 11 with a tear off stub and a customer return envelope inside)

WOT ~~**Merchant Processing (optional) $33.45 / month**~~

Convenience Fees will be provided at the following t iered rates:

Charge Amount	Fee
$0.01 - $50.00	$1.49
$50.01 - $100.00	$2.94
$100.01 - $150.00	$4.39
$150.01 - $200 .00	$5.84
Over $200.00	2.99%

Attachment: PC19-008 MuniBilling (8941 : 1st Modification MuniBilling)

Subscription Cost includes:

- System Maintenance and System Upgrades
- Technical Support for System Issues

Data Transfer Tasks

All tasks listed below are included in the quoted price for data transfer and ongoing subscription to MuniBilling -

- Import customer/parcel data
- Import meter information
- Import meter reads
- Migrate customer deposits (if applicable)
- Import current balances

Attachment: PC19-008 MuniBilling (8941 : 1st Modification MuniBilling)

COUNTY OF COLUSA, CA **2.13**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Approve 1st Modification Colusa County Office of Education**

Approve 1st Modification with **Colusa County Office of Education** for the preparation of Senior Meals, effective January 1, 2023.

Detailed Description/Background of request

The Department of Health and Human Services (DHHS) provides nutrition services to senior citizens in Colusa County. Services include the provision of meals in a congregate setting, with DHHS purchasing meals from CCOE, and picking them up on a daily basis. The current contract with CCOE (C20-005) has been in place since January 1, 2020, and now needs to be extended through June 30, 2024.

The term of the amendment to the contract is January 1, 2023 through June 30, 2024. The Compensation is not to exceed $5.50 per meal, billed with an invoice at the end of each month, as per our current agreement with CCOE.

Prior Board Action

C20-005 approved January 7, 2020

Fiscal Impact/Funding Source

The total compensation is estimated at around $25,000 per calendar year. No impact to County General Fund as expenses for this contract are paid with an award funding from Area 3 Agency on Aging.

Action for the Clerk

Michael West, Colusa County Office of Education, 345 5th Street, Colusa, CA 95932

ATTACHMENTS:

- 1st Modification Colusa County Office of Education (DOCX)
- C20-005 Colusa County Office of Education (PDF)

First Modification CCOE Senior Meals

This First Modification of Senior Meals is between Colusa County (County), a political subdivision of the State of California, and Colusa County Office of Education (CCOE) ("Contractor").

Background

On January 7, 2020, the parties executed Contract C20-005 for the preparation of meals to seniors in Colusa County.

The parties now want to modify the Contract extending the termination date.

Modification

The parties agree to modify the Contract effective January 1, 2023, as follows:

1. Section 2, Term is modified by extending the termination date to June 30, 2024.

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Chair

APPROVED AS TO FORM

_____
Richard Stout, County Counsel

COLUSA COUNTY OFFICE OF EDUCATION

_____Date:_____
Michael West, Superintendent Colusa County Office of Education

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

_____
, Deputy

Attachment: 1st Modification Colusa County Office of Education [Revision 2] (8942 : 1st Modification County Office of Education)

C20-005

CCOE Senior Meals

This Senior Meals contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Colusa County Office of Education (CCOE) ("Contractor"),.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to prepare Meals to Seniors in Colusa County, as more specifically detailed in Attachment A.

2. **Term:** The term of this Contract is January 1, 2020 to January 1, 2023.

3. **Compensation:** County will pay Contractor compensation not to exceed $5.50 per meal, as described in Attachment A. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an 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.

   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.

   C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

Attachment: C20-005 Colusa County Office of Education (8942 : 1st Modification County Office of Education)

C 20-005

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. **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:

Attachment: C20-005 Colusa County Office of Education (8942 : 1st Modification County Office of Education)

C20-005

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 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, in an amount of not less than one million dollars ($1,000,000) 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;

Attachment: C20-005 Colusa County Office of Education (8942 : 1st Modification County Office of Education)

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.

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.

10. **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.

11. **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.

12. **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.

13. **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.

Attachment: C20-005 Colusa County Office of Education (8942 : 1st Modification County Office of Education)

C20-005

If to County:	Elizabeth Kelly Colusa County Department of Health & Human Services 251 E. Webster Street Colusa, CA 95932
If to Contractor:	Michael West Colusa County Office of Education 345 5th Street Colusa, CA 95932

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or

Attachment: C20-005 Colusa County Office of Education (8942 : 1st Modification County Office of Education)

unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

21. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment "A" Terms of Service, Responsibilities of Parties and Fiscal.

COUNTY OF COLUSA

Date: 1-7-20

Kent S. Boes, Board Chair

COLUSA COUNTY OFFICE OF EDUCATION

Date: 1.14.2020

Michael West, Superintendent Colusa County Office of Education

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By

Patricia Rodriguez, Deputy Clerk

Attachment: C20-005 Colusa County Office of Education (8942 : 1st Modification County Office of Education)

Attachment A

Terms of Service

A Services will include the preparation of meals to be served in a congregate setting DHHS shall purchase meals from CCOE and will pick up the meals on a daily basis

B The agreement is for an average of 20 meals per day at a cost of $5 50 per meal, Monday through Friday excluding Holidays

C Meals will be picked up from the CCOE facility at 10 30am and delivered to the Colusa County Library. Any excess meals needed by DHHS on a daily basis will be in the form of frozen meals

Roles and Responsibilities of CCOE

1 CCOE shall prepare all meals Food storage facilities shall maintain a temperature of 140 degrees Fahrenheit or more for hot food, 40 degrees Fahrenheit or less for cold food, and 0 degrees Fahrenheit or less for frozen food. Temperatures of meals shall be checked daily and recorded Temperature records shall be kept for one year from the date they are made. All food handlers must wear hair nets, gloves and aprons where appropriate Cleaning supplies shall not be stored with food or paper products "No Smoking" signs shall be posted in all food handling areas.

2 CCOE and DHHS shall agree upon all meals Meals will be served on disposable trays All meals shall meet the 1/ 3 minimum daily DRI for persons over the age of fifty. All menus are to be designed to include at least

15 grams Edible meat, fish, poultry, or protein substitute,

1/ 2 cup servings of vegetables,

1/ 2 cup starch as menued,

Documentation must show nutrient breakdown, and should provide variety

Menus shall be submitted to DHHS within thirty (30) days prior to their implementation

CCOE shall provide a calendar of Holidays and closures in Attachment B.

Roles and Responsibilities of DHHS

6 DHHS shall be responsible for the pickup, transport, and service of meals provided.

7. DHHS shall be responsible for determining the nutritional assessment/needs of persons to receive meals under this Agreement, and shall maintain and keep all such related records. DHHS may make changes to meals to meet specific nutrition guidelines if necessary. DHHS shall submit menus to participants in the program 30 days prior.

8 Each Friday by the close of business, DHHS will contact the CCOE to express the number of meals to be prepared the following week

9. DHHS shall, without cost to CCOE, provide the necessary site, transportation and transport equipment for the delivery and service of meals pursuant to this Agreement. DHHS shall keep

Attachment: C20-005 Colusa County Office of Education (8942 : 1st Modification County

such items in a safe operating condition such that no CCOE employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act, including but not limited to, the general duty and the specific duty clauses thereof, or any other similar Federal, state or local law or regulation

10 DHHS is responsible for the cleanup of meals, the meal facility and any equipment used in the transport and serving of food to ensure proper conditions of sanitation and cleanliness

Fiscal

The cost per meal is $5 50 CCOE will prepare an average of 20 meals per day, Monday – Friday excluding Holidays and days the CCOE is closed CCOE shall have the option to increase the cost per meal, and shall provide the DHHS written notice of any such increase Any such rate increases shall not exceed the percentage reflected in the Consumer Price Index - Food Away From Home, as measured for the most recent month available of the current year. Rate increases shall be negotiated by the parties

Attachment: C20-005 Colusa County Office of Education (8942 : 1st Modification County

COUNTY OF COLUSA, CA **2.14**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Agreement with The Goldie Hawn Foundation**

Approve Agreement with **The Goldie Hawn Foundation** to provide training services focusing on neuroscience, social-emotional learning, positive psychology and mindful awareness for students ages 3 to 14.

Detailed Description/Background of request

To provide training services to our BEST team that focuses on students ages 3 to 14. This training consists of a series of lessons that work together to build a scaffolding of awareness and skills necessary to increase pro social behavior, executive functioning, and SEL competence. This training is completely virtual and comes with a online membership program for up to 30 participants.

Prior Board Action

None

Fiscal Impact/Funding Source

$3,000 funded through our MHSSA Grant, no general fund impact.

Action for the Clerk

The Hawn Foundation, 220 26th Street, Ste. 203, Santa Monica, CA 90402

ATTACHMENTS:

- The Goldie Hawn Foundation-Mind Up (PDF)

mindUP For Life | The Goldie Hawn Foundation

Colusa County Behavioral Health
162 E. Carson Street
Colusa, CA 95932

January 12th, 2023

To Whom It May Concern:

We are pleased that you have asked The Goldie Hawn Foundation (the "Foundation") to provide you with training services in connection with the Foundation's MindUP™ program (the "Training Services") to complement the classroom-based MindUP curriculum for students ages 3 to 14 and developed by a team of industry experts focusing on four pillars: neuroscience, social-emotional learning (SEL), positive psychology and mindful awareness (the "Curriculum"). The Curriculum consists of a series of lessons that work together to build a scaffolding of awareness and skills necessary to increase prosocial behavior, executive functioning, and SEL competence. In addition to the training, the school will receive a school-wide online membership program. The training will be completed virtually, and specific details, as well as details about the membership program, are found in Exhibit A. This letter agreement (the "Agreement") will confirm the terms of our arrangement.

1. **Parties.** This Agreement is entered into as of February 28, 2023 (the "Effective Date") by and between The Hawn Foundation, a registered not-for-profit organization whose address is 220 26th Street, Suite 203 Santa Monica, CA 90402 (the "Foundation") and Colusa County through it's Department of Behavioral Health whose address is 162 E. Carson Street, Colusa, CA 95932 and is composed of a maximum of 30 staff members participating in this program (the "Client"). The Foundation and Client may each be referred to as a "Party" and collectively (the "Parties").

2. **Engagement.** Client hereby engages the Foundation, and the Foundation hereby accepts the engagement, to provide Training Services in accordance with the terms and conditions set forth herein.

3. **Services.** The dates, times and locations of the Training Services (the "Contracted Days") to be provided to Client by or on behalf of the Foundation are set forth on Exhibit A hereto. By participating in the Training Services, the Client acknowledges and agrees that, except to the extent prohibited or limited by law, some or all of the training sessions may be recorded.

4. **Term.** This Agreement shall be effective as of the Effective Date and shall terminate on the completion of the Training Services, unless terminated sooner in accordance with Section 8.

5. **Fees and Expenses.**

Attachment: The Goldie Hawn Foundation-Mind Up [Revision 1] (8944 : Approve Agreement with The Goldie Hawn Foundation)

a. In consideration for the Training Services, Client agrees to pay the Foundation the following fees and expenses:

   i. **Program Fee.** As consideration for the provision of the Training Services by or on behalf of the Foundation, Client shall pay the Foundation a fee of **$3,000** (the "Program Fee"). This program fee shall encompass a 12-month implementation support plan as outlined in Exhibit A. An invoice for the Program Fee shall be issued upon Client's execution of this Agreement.

   ii. **Travel Expenses**. As set forth herein and Exhibit A, the Parties contemplate that the Training Services will be provided virtually in a remote setting. In the event Client requests, and the Foundation agrees in its sole discretion to provide, Training Services in-person, Client shall be responsible for reimbursing the Foundation for all reasonable travel expenses incurred, unless otherwise agreed in advance by the Foundation.

b. Client agrees to pay the Foundation all fees, including the Program Fee, and other amounts owed under this Agreement within 30 days of receipt of an invoice sent by or on behalf of the Foundation. Except as otherwise required by law, Client shall not withhold from any payment to the Foundation under this Agreement; any amounts in respect of Social Security or other federal, state, or local tax liabilities or contributions.

c. Payments shall be made to The Hawn Foundation in U.S. Dollars and sent to 220 26th St. Suite 203, Santa Monica CA, 90402.

6. **Curriculum; Supporting Materials.**

a. The Foundation acknowledges and agrees that the Curriculum will be distributed or otherwise made available to Client in electronic form (via our online platform).

b. The Foundation may provide Client, in electronic, tangible (hard copy) or other form, with training or other supporting materials to complement the Curriculum (the "Supporting Materials"). Client is responsible for and agrees to provide copies or otherwise make available the Supporting Materials, at the Foundation's direction and at Client's expense, to its Program participants. Client may not reproduce, copy, or distribute the Supporting Materials other than as permitted in writing by the Foundation, and may not distribute the Supporting Materials to any person or entity that is not part of the training, and under the direction and control, of Client. This includes schools not included in this agreement and/or other neighboring districts.

Attachment: The Goldie Hawn Foundation-Mind Up [Revision 1] (8944 : Approve Agreement with The Goldie Hawn Foundation)

7. **Ownership of Intellectual Property.** Client acknowledges and agrees that, as between the Foundation and Client: (a) the Foundation owns all trademarks, copyrights and other intellectual property rights in and to the Curriculum, Supporting Materials, and any other training content. Except as expressly permitted herein, Client shall not summarize, modify, edit, copy, duplicate, revise, distribute copies of, post online, perform publicly or create derivative works of or from the Training Services, Curriculum or Supporting Materials. The Foundation must authorize any request for subsequent data or research that the school may want to publish, in writing.

8. **Cancellation; Rescheduling.**

a. Any modification to the Contracted Day(s) by either Party must be made in writing. Either Party may cancel or reschedule the Training Services, for any or no reason, subject to the terms set forth in the following Subsections (b), (c) and (d).

b. In the event that Client cancels the Training Services at any time, Client shall forfeit all amounts paid, and must immediately pay all remaining amounts due, for: (i) nonrefundable incurred Travel Expenses, if any, and (ii) any other out-of-pocket expenses incurred by the Foundation in connection with its preparing to provide the Training Services (collectively, "Cancellation Fees").

c. In addition to payments due pursuant to Section 8(b), in the event that Client cancels the Training Services, the following Sections (i), (ii), (iii) or (iv) shall apply, according to the date of cancellation:

i. 90 or more days before the first Contracted Day: a full refund of the Training Fee shall be issued (less any expenses that have incurred as a result of this project).

ii. 30-89 days before the first Contracted Day: 50% of the Training Fee shall be refunded (less any expenses that have incurred as a result of this project).

iii. 15-29 days before the first Contracted Day: 25% of the training fee shall be refunded (less any expenses that have incurred as a result of this project).

iv. 0-15 days before the first Contracted Day: no refund will be issued and reasonable efforts will be made to reschedule.

d. In the event that Client reschedules the Contracted Day(s) for any or no reason, Client shall be responsible for the following amounts (collectively, the "Change Fees"):

i. any non-refundable Travel Expenses for any non-changeable travel arrangements;

Attachment: The Goldie Hawn Foundation-Mind Up [Revision 1] (8944 : Approve Agreement with The Goldie Hawn Foundation)

ii. any fees incurred by the Foundation in connection with changing travel arrangements; and

iii. if Client provides notice to the Foundation of any such rescheduling within thirty (30) days of the first Contracted Day, a change fee of $500.

9. **Termination.** Upon cancellation of the Training Services by either Party, this Agreement shall terminate and Client shall return any Supporting Materials in its possession to the Foundation. Sections 6, 7, and 9-19 of shall survive termination of this Agreement.

10. **Nature of Relationship; Independent Contractor Status.** It is understood and agreed that each of the Parties hereto is an independent contractor and that neither Party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither Party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Neither Party has the authority to enter into, sign, or obligate the other Party on any contract or agreement of any kind and shall make no representations whatsoever that it has such authority. Nothing in this Agreement shall be construed to constitute the Parties as partners or joint ventures'. Neither Party shall be considered as having employee or worker status, and neither Party shall be entitled to participate in any employee plans, arrangements or distributions of the other.

11. **Limitation on Damages.** Client agrees that the Foundation's maximum exposure and liability to Client hereunder for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the Curriculum, Supporting Material or Training Services, or any other services performed hereunder, shall be the total amount paid by Client to the Foundation under this Agreement. In no event, however, shall the Foundation be liable to Client for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

12. **Indemnification**. Client agrees to indemnify, defend, and hold harmless the Foundation from and against any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising from any claim brought by a third party arising out of any breach by Client of any representations, warranties or obligations, or the Curriculum Book, Supporting Material or Training Services, or any other services performed or materials/information provided hereunder. The Foundation agrees to indemnify, defend, and hold harmless Client from and against any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising from any claim brought by a third party arising out of the Foundation's breach of any representations, warranties, or obligations under this Agreement.

13. **Non-Disparagement.** Except as required by law, Client agrees not to make or publish any statement (orally or in writing) that becomes or reasonably could be expected to become

Attachment: The Goldie Hawn Foundation-Mind Up [Revision 1] (8944 : Approve Agreement with The Goldie Hawn Foundation)

publicly known, which would libel, slander, disparage or defame the goodwill or the reputation (whether or not such disparagement legally constitutes libel or slander) of Ms. Goldie Hawn, her family, the Foundation, and/or any of its officers, directors, employees, agents or representatives.

14. **Confidentiality.** Except to the extent compelled or required by law of judicial process, Client agrees to keep confidential and not to disclose, any information or materials, including the Curriculum and Supporting Materials, provided by or on behalf of or obtained from the Foundation unless Client receives prior authorization from the Foundation to make such disclosure. This obligation of confidentiality does extend to sharing of information regarding fees. This obligation does not extend to any information or materials that: (a) was previously known by Client; (b) lawfully is or shall become in the public domain or available to the general public; (c) is independently developed by the Client without reliance on any otherwise confidential information; or (d) is later lawfully acquired by Client from other sources not bound by obligations of confidentiality.

15. **Severability.** The provisions of this Agreement are severable, and the invalidity of any provision shall not affect the validity of any other provision. Any invalid or unenforceable provision shall not be deleted but shall be reformed and construed in a manner to enable it to be enforced to the extent compatible with applicable law.

16. **Governing Law; Jurisdiction.** This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be construed under, governed by and enforced in accordance with the laws of the State of California, U.S.A. applicable to agreements made and to be performed wholly within such jurisdiction, without regard to the principles of conflicts of law. The federal and state courts located within the County of Los Angeles, California, U.S.A. shall have exclusive jurisdiction over any controversy relating to this Agreement, the Training Services, Curriculum or Supporting Materials

17. **Rules of Construction.** The following rules of construction apply herein: (a) the headings are inserted for convenience only and shall not affect the construction of this Agreement; (b) the singular includes the plural and the plural includes the singular; (c) the words "and" and "or" are used in the conjunctive or disjunctive as the sense and circumstances may require; (d) any form of the word "include" shall be deemed to be followed by the words "without limitation"; and (e) whenever a Party is precluded from taking an action hereunder, such Party shall also be precluded from directly or indirectly authorizing, permitting, or cooperating with a third party or affiliate to take such action.

18. **Force Majeure.** Neither Party shall be responsible for any failure or delay in the performance of all or any part of this Agreement caused by acts of God or nature, intervention of government, war or threat of war, conditions similar to war, acts of terrorism, pandemics,

Attachment: The Goldie Hawn Foundation-Mind Up [Revision 1] (8944 : Approve Agreement with The Goldie Hawn Foundation)

sanctions, blockades, embargoes, strikes, lockouts or other similar causes or circumstances which cannot reasonably be prevented by the Party whose performance is delayed.

19. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior understandings and agreements whether written or oral. Each Party acknowledges that it has not entered into this Agreement in reliance wholly or partly on any representation or warranty made by or on behalf of the other Party (whether orally or in writing) other than as expressly set out in this Agreement. This Agreement may not be amended or revised except by a writing signed by or on behalf of each Party.

20. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

A faxed or electronic (i.e. PDF) signature shall be deemed an original for all purposes under this agreement. If the terms set forth herein are acceptable, please sign and date this Agreement and return the fully executed original to us.

Very truly yours,

THE HAWN FOUNDATION

AGREED TO AND ACCEPTED BY: Colusa County Behavioral Health

Signature

Printed Name and Title

Email

Phone

Attachment: The Goldie Hawn Foundation-Mind Up [Revision 1] (8944 : Approve Agreement with The Goldie Hawn Foundation)

Date

Attachment: The Goldie Hawn Foundation-Mind Up [Revision 1] (8944 : Approve Agreement with The Goldie Hawn Foundation)

EXHIBIT A

Initial Training Date: February 2023

Location(s): *Virtual*

The Hawn Foundation's signature educational program is MindUP, a set of social, emotional, and self- regulatory strategies and skills developed for pre-kindergarten through eighth grade students to cultivate wellbeing and emotional balance.

While focusing on the theoretical and pedagogical foundations of MindUP and how to implement the program in the classroom, this workshop is designed to give educators, child advocates, and other interested people the capacity to sustain the growth of the MindUP program, while working in close collaboration with The Hawn Foundation. This is accomplished through interactive learning and presentations led by an experienced MindUP training consultant.

In the MindUP Workshop, the participants will:

- Learn about the principles of MindUP with discussion about ideas as to how to implement MindUP in the classroom;
- Become familiar with the theoretical and pedagogical foundations of MindUP;
- Develop an acquaintance with how MindUP supports children's acquisition of skills to recognize and manage emotions, develop concern for others, make responsible decisions, and maintain positive relationships;
- Learn how to integrate the principles and concepts of MindUP into standards-based curricula
- Evaluate and manage the efficacy of MindUP
- Explore a variety of topics and issues focused on SEL, mindful education and the MindUP curriculum.

The Full Year Model Implementation Support Plan for Colusa County Behavioral Health will include:

- Four Virtual Training Workshops spread throughout the school year, led by a MindUP consultant, and focused on the neuroscience of the brain, the MindUP signature brain break, mindful awareness, acts of kindness, perspective taking, and gratitude
- Four follow-up Conference calls to assess program integration and recommend next steps for sustainability.

MindUP: Online Membership (one year subscription for up to 30 participants)

The Online memberships will include our curriculum, additional resources and new training opportunities.

Attachment: The Goldie Hawn Foundation-Mind Up [Revision 1] (8944 : Approve Agreement with The Goldie Hawn Foundation)

COUNTY OF COLUSA, CA **2.15**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **5th Modification with BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital**

Approve 5th Modification with **BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital** for hospital-based psychiatric impatient services.

Detailed Description/Background of request

Behavioral Health requests that the board approve a fifth modification to contract with BHC Sierra Vista Hospital in order to update the rates for the FY 22/23.

BHC Sierra Vista Hospital has provided County with hospital-based psychiatric inpatient services since 2008. Due to the number of previous modifications to the original agreement, a new contract C19-098 was executed on July 1, 2019. The first modification C19-174 was executed shortly thereafter as the negotiated rates between Sacramento County and the facility had not yet been approved. A second modification C20-053 & C20-162 was approved in September 1, 2020 for FY 20/21 for increased rates, to extend the term of the contract, and to add additional contract language. A third modification C21-176 executed on September 28, 2021 increased the contract amount to $150,000 per fiscal year, negotiated rates for FY 21/22, and extended the term to June 30, 2022. A fourth modification C22-083 executed on May 1, 2022 to increase the contract amount to $250,000 per fiscal year and the term was extended to June, 30, 2023.

Behavioral health is requesting a fifth modification to replace "ATTACHMENT B" with an updated attachment reflecting the FY 22/23 rates for services from July 1, 2022 to June 30, 2023 as the rates were not available at the time of the last modification.

Prior Board Action

C19-098, C19-174, C20-053, C20-162, C21-176, and C22-083

Fiscal Impact/Funding Source

Budgeted: (003-55270-713-0) Support and Care of Persons
Not to exceed $250,000 per fiscal year.

Action for the Clerk

Sierra Vista Hospital, 8001 Bruceville Road, Sacramento, CA 95823

ATTACHMENTS:

- 5th Modification BHC Sierra Vista (DOCX)
- C22-083 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital (PDF)
- C21-176 3rd Modification BHC Sierra Vista (PDF)
- C20-162 2nd Modification BHC Sierra Vista Hospital (PDF)
- C19-174 1st Modification Sierra Vista (PDF)
- C19-098 Original Sierra Vista (PDF)

C23 -_____

Fifth Modification of C19-098 for Hospital Based Psychiatric Inpatient Services

This Fifth Modification for Hospital-Based Psychiatric Inpatient Services Contract is between the County of Colusa (County), a political subdivision of the State of California, and BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital ("Contractor"), a Tennessee Corporation.

Background

On July 1, 2019, the parties executed Contract C19-098 for hospital-based psychiatric inpatient services through June 30, 2021.

On July 1, 2019, the parties executed the First Modification (C19-174) to replace Attachment "B" with new Rates for FY 19/20.

On September 1, 2020, the parties executed the Second Modification (C20-162) adding additional language and replaced Attachment "B" with a new Attachment "B" Rates FY 20/21.

On September 28, 2021 the parties executed the Third Modification (C21-176) extending the term through June 30, 2022, increase the compensation to the contractor and replaced Attachment B with a new Attachment B.

On May 24, 2022, the parties executed the Fourth Modification (C22-083) extending the term through June 30, 2023 and increasing the compensation to the contractor.

Modification

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

1. Section 22, Attachments, is modified by deleting Attachment "B"–Rate Agreement, and replacing with a new Attachment "B" – Rates FY22/23, attached hereto.

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Board Chair

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

_____
, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

BHC SIERRA VISTA HOSPITAL, INC. dba SIERRA VISTA HOSPITAL

_____Date:_____
Mike Zauner, CEO, BHC Sierra Vista Hospital

_____
Ryan Quist, Ph.D., Director, Behavioral Health Services

_____
Chevon Kothari, Director Department of Health Services

Attachment: 5th Modification BHC Sierra Vista [Revision 1] (8945 : 5th Modification with Sierra Vista Hospital)

C23 -_____

ATTACHMENT "B"

RATE AGREEMENT
FISCAL YEAR 2022/2023

The following rate agreement for Fiscal Year 2022/2023 applies to the following contracts between Sacramento County and BHC Sierra Vista Hospital, Inc.:

- Contract #7202200-23-014 (Children, Ages 0-21)
- Contract #77202200-23-004 (Adults, Ages 22-64)

CHILDREN'S SERVICES CONTRACT (AGES 0-21) #7202200-23-014
Pursuant to Exhibit C, Section II, Paragraph D of the above referenced expenditure agreements, the rates for services performed are as follows:

Medi-Cal Rates

- Hospital Inpatient (Mode 05, Service Functions 10-18) $1,022/day
- Hospital Administrative Day* (Mode 05, Service Function 19) $726.86/day
- Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79) (when services are provided) $105/day

Short-Doyle Rates

- Hospital Inpatient without Psychiatric Support Services: $1,022/day
- Hospital Inpatient with Psychiatric Support Services: $1,127/day

ADULT SERVICES CONTRACT (AGES 22-64) #7202200-23-004
Sacramento County negotiated rate for Medi-Cal eligible adults, ages 22-64, served at a private, contracted free standing hospital:

Hospital Inpatient (all inclusive) (Mode 05, Service Functions 10-18)	$1,126/day
Hospital Administrative Day* Mode 05, Service Function 19)	$726.86/day

Attachment: 5th Modification BHC Sierra Vista [Revision 1] (8945 : 5th Modification with Sierra Vista Hospital)

C22- 083

Fourth Modification of C19-098 for Hospital Based Psychiatric Inpatient Services

This Fourth Modification of a contract for hospital-based psychiatric inpatient services ("Contract") is between the County of Colusa (County), a political subdivision of the State of California, and BHC Sierra Vista Hospital, Inc., dba Sierra Visit Hospital, (Contractor), a Tennessee Corporation.

Background

On July 1, 2019, the parties executed Contract C19-098 for hospital-based psychiatric inpatient services through June 30, 2021.

On July 1, 2019, the parties executed the First Modification (C19-174) to replace Attachment "B" with a new Rates for FY 19-20.

On September 1, 2020, the parties executed the Second Modification (C20-162) adding additional language and replaced Attachment "B" with a new Attachment "B" Rates FY 20/21.

On September 28, 2021 the parties executed the Third Modification (C21-176) extending the term through June 30, 2022, increase the compensation to the contractor and replaced Attachment B with a new Attachment B.

Modification

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

1. Section 2, Term is modified to extend the term through June 30, 2023
2. Section 3, Compensation, is increased to Two Hundred Fifty Thousand dollars ($250,000).

COUNTY OF COLUSA

J. Merced Corona, Chair

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

Melissa Kitts, Deputy

BHC SIERRA VISTA HOSPITAL, INC. dba SIERRA VISTA HOSPITAL

Tami Brooks, CEO, BHC Sierra Vista Hospital

APPROVED AS TO FORM:

Richard Stout, County Counsel

Attachment: C22-083 4th Modification BHC Sierra Vista Hospital dba Sierra Vista Hospital (8945 : 5th Modification with Sierra Vista Hospital)

dba Sierra Vista Hospital

Signed
Behavioral Health

C21 - 176

Third Modification of C19-098 for Hospital Based Psychiatric Inpatient Services

This Third Modification for Hospital-Based Psychiatric Inpatient Services Contract is between the County of Colusa (County), a political subdivision of the State of California, and BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital ("Contractor"), a Tennessee Corporation.

Background

On July 1, 2019, the parties executed Contract C19-098 for hospital-based psychiatric inpatient services through June 30, 2021.

On July 1, 2019, the parties executed the First Modification (C19-174) to replace Attachment "B" with new Rates for FY 19/20.

On September 1, 2020, the parties executed the Second Modification (C20-162) adding additional language and replaced Attachment "B" with a new Attachment "B" Rates FY 20/21.

Modification

The parties agree to modify the Contract effective July 1, 2020, as follows:

1. Section 2, Term is modified to extend the term through June 30, 2022.
2. Section 3, Compensation is increased to one hundred fifty thousand dollars ($150,000) for FY 21/22.
3. Section 22, Attachments, is modified by deleting Attachment "B"–Rate Agreement, and replacing with a new Attachment "B" – Rates FY21/22, attached hereto.

COUNTY OF COLUSA

Gary J. Evans, Board Chair Date: 9/28/21

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

Melissa Kitts, Deputy

APPROVED AS TO FORM:

Richard Stout, County Counsel

BHC SIERRA VISTA HOSPITAL, INC. dba SIERRA VISTA HOSPITAL

~~Mike Zauner~~, CEO, BHC Sierra Vista Hospital Date: 2/3/22
Tami Brooks

Ryan Quist, Ph.D., Director, Behavioral Health Services

Chevon Kothari, Director Department of Health Services

Attachment: C21-176 3rd Modification BHC Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

C21 - 176

ATTACHMENT "B"

RATE AGREEMENT
FISCAL YEAR 2021/2022

The following rate agreement for Fiscal Year 2021/2022 applies to the following contracts between Sacramento County and BHC Sierra Vista Hospital, Inc.:

- Contract #7202200-22014 (Children, Ages 0-21)
- Contract #77202200-22-004 (Adults, Ages 22-64)

CHILDREN'S SERVICES CONTRACT (AGES 0-21) #7202200-22014
Pursuant to Exhibit C, Section II, Paragraph D of the above referenced expenditure agreements, the rates for services performed are as follows:

Medi-Cal Rates

- Hospital Inpatient (Mode 05, Service Functions 10-18) $889/day
- Hospital Administrative Day* (Mode 05, Service Function 19) $660.66/day
- Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79) (when services are provided) $979/day

Short-Doyle Rates

- Hospital Inpatient without Psychiatric Support Services: $889/day
- Hospital Inpatient with Psychiatric Support Services: $979/day

ADULT SERVICES CONTRACT (AGES 22-64) #7202200-22-004
Sacramento County negotiated rate for Medi-Cal eligible adults, ages 33-64, served at a private, contracted free standing hospital:

Hospital Inpatient (all inclusive) (Mode 05, Service Functions 10-18)	$979/day
Hospital Administrative Day* Mode 05, Service Function 19)	$660.66/day

*Administrative Day Rates reflect the state established rate per the most current DHCS Notice as of the date rate agreement is issued.

Attachment: C21-176 3rd Modification BHC Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

C20 - 162

Second Modification of C19-098 for Hospital Based Psychiatric Inpatient Services

This Second Modification for Hospital-Based Psychiatric Inpatient Services Contract C19-098 is between the County of Colusa (County), a political subdivision of the State of California, and BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital ("Contractor"), a Tennessee Corporation.

Background

On July 1, 2019, the parties executed Contract C19-098 for hospital-based psychiatric inpatient services through June 30, 2021.

On July 1, 2019, the parties executed Contract C19-174 to replace Attachment "B" with new rates for FY 19/20.

The parties now want to modify the Contract to add additional language and update daily rates.

Modification

The parties agree to modify the Contract effective July 1, 2020, as follows:

1. Section 5.A., Professional Ability of Contractor and Standards of Performance, is modified to read as follows:

   "Services shall be provided by Contractor without the advice, control or supervision of County, but subject to concurrent review of the County and consistent with the County's objectives under the Contract. Subject to required approvals and consultation with the County under Section 1, Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed."

2. Section 22, Attachments, "B", Rates, is replaced with a new Attachment "B" Rate Agreement.

COUNTY OF COLUSA

Date: 9/1/20

Denise J. Carter, Board Chair

BHC SIERRA VISTA HOSPITAL, INC. dba SIERRA VISTA HOSPITAL

Date: 11/12/20

Mike Zauner, CEO

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By _____

Melissa Kitts, Deputy

Attachment: C20-162 2nd Modification BHC Sierra Vista Hospital (8945 : 5th Modification with Sierra Vista Hospital)

Attachment "B"

DocuSign Envelope ID: 70E24672-F91D-49D3-83BC-A73C117ACE75

RATE AGREEMENT
FISCAL YEAR 2020/2021

The following rate agreement for Fiscal Year 2020/2021 applies to the following contracts between Sacramento County and BHC Sierra Vista Hospital, Inc.:

- Contract #7202200-21-014 (Childen, Ages 0-21)
- Contract #7202200-21-004 (Adults, Ages 22-64)

CHILDREN'S SERVICES CONTRACT (AGES 0-21) #7202200-21-014
Pursuant to Exhibit C, Section II, Paragraph D of the above referenced expenditure agreements, the rates for services performed are as follows:

Medi-Cal Rates

• Hospital Inpatient (Mode 05, Service Functions 10-18)	$889day
• Hospital Administrative Day* (Mode 05, Service Function 19)	$597.34/day
• Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79) (when services are provided)	$90/day

Short-Doyle Rates

• Hospital Inpatient *without* Psychiatric Support Services:	$889/day
• Hospital Inpatient *with* Psychiatric Support Services	$979/day

ADULT SERVICES CONTRACT (AGES 22-64) #7202200-21-004
Sacramento County negotiated rate for Medi-Cal eligible adults, ages 22-64, served at a private, contracted, free standing hospital:

Hospital Inpatient (all inclusive) (Mode 05, Service Functions 10-18)	$979/day
Hospital Administrative Day* (Mode 05, Service Function 19)	$597.34/day

In agreement,

Mike Zaurer, CEO
BHC Sierra Vista Hospital, Inc.
6/26/20
Date

DocuSigned by:
Ryan Quist, PhD
3C6D186AF8E3453...
Ryan Quist, Ph.D.
Director, Behavioral Health Services
6/30/2020
Date

DocuSigned by:
83503320E2442D...
Peter Beilenson, MD, MPH
Director, Department of Health Services
6/30/2020
Date

**Administrative Day Rates reflect the state established rate per the most current DHCS Notice as of the date rate agreement is issued.*

Attachment: C20-162 2nd Modification BHC Sierra Vista Hospital (8945 : 5th Modification with Sierra Vista Hospital)

Sierra Vista Hospital-2nd Mod.

4/1/20

Behavioral Health

Attachment: C20-162 2nd Modification BHC Sierra Vista Hospital (8945 : 5th Modification with Sierra Vista Hospital)

C19 - 174

First Modification of C19-098 for Hospital Based Psychiatric Inpatient Services

This First Modification for Hospital-Based Psychiatric Inpatient Services Contract C19-098 is between the County of Colusa (County), a political subdivision of the State of California, and BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital ("Contractor"), a Tennessee Corporation.

Background

On July 1, 2019, the parties executed Contract C19-098 for hospital-based psychiatric inpatient services through June 30, 2021.

The parties now want to modify the Contract to replace Attachment "B" with a new rate sheet for Fiscal Year 19/20.

Modification

The parties agree to modify the Contract effective July 1, 2019, as follows:

1. Attachment "B", Rates, is replaced with a new Attachment "B" Rate Agreement.

COUNTY OF COLUSA

Date: 9/24/19

Kent S. Boes, Board Chair

BHC SIERRA VISTA HOSPITAL, INC. dba SIERRA VISTA HOSPITAL

Date: 1/24/20

MIKE ZAUNER CEO

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 Rodriguez, Deputy Clerk

Attachment: C19-174 1st Modification Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

C19 - 174

Attachment "B"

RATE AGREEMENT
FISCAL YEAR 2019/2020

The following rate agreement for Fiscal Year 2019/2020 applies to the following contracts between Sacramento County and BHC Sierra Vista Hospital, Inc.:

- Contract #7202200-20-014 (Childen, Ages 0-21)
- Contract #7202200-20-004 (Adults, Ages 22-64)

CHILDREN'S SERVICES CONTRACT (AGES 0-21) #7202200-20-014
Pursuant to Exhibit C, Section II, Paragraph D of the above referenced expenditure agreements, the rates for services performed are as follows:

Medi-Cal Rates

- Hospital Inpatient (Mode 05, Service Functions 10-18) $793/day
- Hospital Administrative Day* (Mode 05, Service Function 19) $597.34/day
- Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79) (when services are provided) $90/day

Short-Doyle Rates

- Hospital Inpatient *without* Psychiatric Support Services: $793/day
- Hospital Inpatient *with* Psychiatric Support Services $883/day

ADULT SERVICES CONTRACT (AGES 22-64) #7202200-20-004
Sacramento County negotiated rate for Medi-Cal eligible adults, ages 22-64, served at a private, contracted, free standing hospital:

Hospital Inpatient (all inclusive)
(Mode 05, Service Functions 10-18) $979/day
Hospital Administrative Day* (Mode 05, Service Function 19) $597.34/day

In agreement,

Mike Zauner, CEO
BHC Sierra Vista Hospital, Inc.
7/23/19
Date

Ryan Quist, Ph.D.
Director, Behavioral Health Services
7/24/19
Date

Peter Beilenson, MD, MPH
Director, Department of Health Services
7/31/19
Date

**Administrative Day Rates reflect the state established rate per the most current DHCS Notice as of the date rate agreement is issued*

Attachment: C19-174 1st Modification Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

BHC Sierra Vista Hospital for Hospital-Based Psychiatric Inpatient Services

This contract for hospital-based psychiatric inpatient services ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and BHC Sierra Vista Hospital, Inc., dba Sierra Vista Hospital ("Contractor"), a Tennessee corporation.

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide County with certain hospital-based psychiatric inpatient services, as more specifically detailed in Attachment "A."

2. **Term:** This Contract shall begin on July 1, 2019 and shall continue until June 30, 2021.

3. **Compensation:** County will pay Contractor compensation not to exceed eighty thousand dollars ($80,000) per fiscal year as provided for in Attachment "B." Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** At the end of each month, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of an 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.

   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.

   C. Contractor shall provide properly skilled professional and technical personnel to

Attachment: C19-098 Original Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

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: C19-098 Original Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

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: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 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 (Errors and Omissions):** Contractor shall maintain Professional Liability Insurance for Errors and Omissions coverage in an amount of not less than one million dollars ($1,000,000) in aggregate. 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

Attachment: C19-098 Original Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

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

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 and endorsements 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.

Attachment: C19-098 Original Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

14. **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.

If to County:	Colusa County Department of Behavioral Health 162 E. Carson Street Colusa, CA 95932 Attention: Director
If to Contractor:	BHC Sierra Vista Hospital, Inc. 8001 Bruceville Road Sacramento, CA 95823 Attention: CEO

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.

Attachment: C19-098 Original Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

20. 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.

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" Scope of Service
B. Attachment "B" Rates
C. Attachment "C" Business Associate Addendum

COUNTY OF COLUSA

Date: 6/11/19

Kent S. Boes, Board Chair

BHC SIERRA VISTA HOSPITAL, INC.

Date: 8/14/19

Signature

Mike Zaunck CEO

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

ATTEST: Wendy Tyler, Clerk of the Board of Supervisors

By

Patricia Rodriguez, Deputy Clerk

Attachment: C19-098 Original Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

ATTACHMENT A

SCOPE OF SERVICE

In-patient psychiatric services shall include, but not be limited to, the following components as determined on a case-by-case basis:

1. AA & Cocaine Anonymous Meetings
2. Adjunctive Therapies
3. After Care Programs
4. Dietary Services and Consultations
5. Involuntary Patient Care
6. Psychiatric Acute & Intensive Care
7. Psychiatric Nursing Services
8. Recreational Services
9. Seclusion Room with Observation
10. Social Services
11. Family Therapy (Provided by employed staff person)
12. Clinical Laboratory Services
13. Drug Screening
14. Pharmacy Services

Attachment: C19-098 Original Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

ATTACHMENT B

RATES

BHC SIERRA VISTA HOSPITAL, INC.

Children's Services

Medi-Cal Rates

Hospital Inpatient	$793/day
Hospital Administrative Day	$565.58/day
Inpatient Psychiatric Support Services	$90/day

Short-Doyle Rates

Hospital Inpatient *without* Psychiatric Support Services	$793/day
Hospital Inpatient *with* Psychiatric Support Services	$883/day

Adult Services (Ages 22-64)

Hospital Inpatient (all inclusive)	$979/day
Hospital Administrative Day	$565.58/day

Contractor's claim shall be limited to the fixed rate per day noted above. In the event the State Department of Mental Health sets a maximum allowable rate for inpatient care at a new rate, Contractor agrees Colusa County Behavioral Health shall pay the new rate. Colusa County Behavioral Health shall immediately notify Contractor in the event the State Department of Mental Health sets a maximum allowable rate for inpatient care at a new rate.

Attachment: C19-098 Original Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

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 BHC Sierra Vista Hospital, Inc. 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. County of Colusa (County) 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 County.

(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.

(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

Attachment: C19-098 Original Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

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 County 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 County make available protected health information in a designated record sent to the County as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from County make any amendment(s) to protected health information in a designated record set as directed or agreed to by County pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy County's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from County information required to provide an accounting of disclosures to the individual as necessary to satisfy County's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of County's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to County in the performance of such obligation(s);

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the

Attachment: C19-098 Original Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the County and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by County;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County 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 County 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 County'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 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

Attachment: C19-098 Original Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

operations of County.

Provisions for County to Inform Business Associate of Privacy Practices and Restrictions

(a) County 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)County 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) County shall notify Business Associate of any restriction on the use or disclosure of protected health information that County 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 County

County 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 County, 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 County 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 County, if County 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 County. County 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.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from County, or created, maintained, or received by Business Associate on behalf of County, 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

Attachment: C19-098 Original Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

legal responsibilities;

2. Return to County or, if agreed to by County, 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 County or, if agreed to by County, 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 County transmit the protected health information to another Business Associate of the County 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.

(d) Ownership. County at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: C19-098 Original Sierra Vista (8945 : 5th Modification with Sierra Vista Hospital)

COUNTY OF COLUSA, CA **2.16**

Request For County Board of Supervisors Action

MEETING DATE:	**February 28, 2023**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Kaline Moore**
SUBJECT:	**Approve Purchase of Budgeted Computer Equipment for Information Technology**

Approve the purchase of (1) Dell PowerEdge T550 Server from Dell Technologies in the amount of $17,209.04 and authorize the Purchasing Agent to sign the Purchase Order.

Detailed Description/Background of request

The Information Technology Division budgeted for the purchase a virtual host backup server. This purchase upgrades the main virtual server host hardware/software that is used for the following County business application services and programs. Property tax system, Clerk/Recorder RIMS/Election, Email system, CCSO civil, Laserfiche, file/print services, historical financial system and domain services. The current hardware and software for the host server is approaching end of life and support. Purchasing has obtained the following quotes:

Dell Technologies -	$17,209.04
ePlus Technolgy -	$17,235.19
Technology Integration Group -	$22,508.74

Purchasing and Procurement is requesting that the Board approve the purchase of the Server through Dell Technologies in the amount of $17,209.04 and authorize the Purchasing Agent to sign the purchase orders.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted - (001-57199-408-0)

Action for the Clerk

Please have the Purchasing Agent sign the PO's and return to Angela @ Purchasing.

ATTACHMENTS:

- 40802282023 - Dell Host Server T550 (PDF)
- Dell Quote (PDF)

- ePlus Quote (PDF)
- TIG Quote (PDF)

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
40802282023

PURCHASE ORDER

VENDOR	Dell Technologies
NAME	Colleen Yarbrough
ADDRESS	One Dell Way; Mail Stop 8129
	Round Rock, TX 78682
PHONE	(800) 456-3355 ext 6182515

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437
DELIVERY ADDRESS	
NAME	**Colusa County Purchasing**
Contact	**Angela Gross**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
2/28/2023	Angela Gross		Best way	30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	ea	T550	PowerEdge T550 - [AMER-T550-15308] Host Server *Taxable amount = $15,265.28	16,102.31	16,102.31

BASED ON ATTACHED QUOTE #3000140975825.2

SUBTOTAL	16,102.31
CA Sales Tax 7.25%	1,106.73
Shipping/Install	0.00
REBATE	0.00
TOTAL	17,209.04

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Angela Gross
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Attachment: 40802282023 - Dell Host Server T550 (8946 : Approve Purchase of Computer Equipment)

DELL Technologies

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000140975825.2**	Sales Rep	Colleen Yarbrough
Total	**$17,209.04**	Phone	(800) 456-3355, 6182515
Customer #	897478	Email	Colleen_Yarbrough@Dell.com
Quoted On	Jan. 18, 2023	**Billing To**	ACCOUNTS PAYABLE COUNTY OF COLUSA 547 MARKET ST STE 110 COLUSA, CA 95932-2452
Expires by	Feb. 17, 2023		
Contract Name	Dell NASPO Computer Equipment PA - California		
Contract Code	C000000181156		
Customer Agreement #	MNWNC-108/7157034003		
Solution ID	17164949.3		
Deal ID	24948909		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Colleen Yarbrough

Shipping Group

Shipping To

GREG PANKEY
COUNTY OF COLUSA
547 MARKET ST STE 110
COLUSA, CA 95932-2452
(530) 458-0437

Shipping Method

Standard Delivery

Install At

GREG PANKEY
COUNTY OF COLUSA
547 MARKET ST STE 110
COLUSA, CA 95932-2452
(530) 458-0437

Solution Name:

T550

Product	Unit Price	Quantity	Subtotal
PowerEdge T550 - [AMER_T550_15308]	**$16,102.31**	**1**	**$16,102.31**

Attachment: Dell Quote (8946 : Approve Purchase of Computer Equipment)

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Roc

Subtotal:	**$16,102.31**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$837.03**
Taxable Amount:	**$15,265.28**
Estimated Tax:	**$1,106.73**
Total:	**$17,209.04**

Attachment: Dell Quote (8946 : Approve Purchase of Computer Equipment)

Shipping Group Details

Shipping To

GREG PANKEY
COUNTY OF COLUSA
547 MARKET ST STE 110
COLUSA, CA 95932-2452
(530) 458-0437

Shipping Method

Standard Delivery

Install At

GREG PANKEY
COUNTY OF COLUSA
547 MARKET ST STE 110
COLUSA, CA 95932-2452
(530) 458-0437

Solution Name:

T550

		Quantity	Subtotal
PowerEdge T550 - [AMER_T550_15308] Estimated delivery if purchased today: Jan. 31, 2023 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003	$16,102.31	1	$16,102.31

Description	SKU	Unit Price	Quantity	Subtotal
2.5 Chassis	379-BDTF	-	1	-
2 CPU Configuration	379-BDST	-	1	-
PowerEdge T550 Server	210-BBRX	-	1	-
Trusted Platform Module 2.0 V3	461-AAIG	-	1	-
2.5" Chassis with up to 24 Hard Drives (SAS/SATA), 2 CPU, V2	321-BHZO	-	1	-
Intel Xeon Gold 5317 3G, 12C/24T, 11.2GT/s, 18M Cache, Turbo, HT (150W) DDR4-2933	338-CBWN	-	1	-
Intel Xeon Gold 5317 3G, 12C/24T, 11.2GT/s, 18M Cache, Turbo, HT (150W) DDR4-2933	338-CBWN	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Heatsink for 2 CPU configuration (CPU less than or equal to 150W)	412-AAZJ	-	1	-
Performance Optimized	370-AAIP	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
C56, Unconfigured + Unconfigured for 2.5" x24 w/ Dual PERC Config (Mixed Drive Types Allowed)	780-BCQZ	-	1	-
PERC H755 SAS Front	405-AAZB	-	1	-
PERC H755 SAS Front	405-AAZB	-	1	-
Front PERC Mechanical Parts, rear load	750-ACFQ	-	1	-
Front PERC Mechanical Parts, rear load	750-ACFQ	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
Standard Fan x4	384-BCYS	-	1	-
Dual, Hot Plug, Redundant Power Supply (1+1), 1100W, Mixed Mode Titanium	450-AKWV	-	1	-
Riser Config2, 2 CPU + 2 GPU Riser	330-BBWV	-	1	-
PowerEdge T550 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM	329-BGKJ	-	1	-
OpenManage Enterprise Advanced	528-BIYY	-	1	-
iDRAC9, Enterprise 15G	385-BBQV	-	1	-

Attachment: Dell Quote (8946 : Approve Purchase of Computer Equipment)

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Roc

Broadcom 57412 Dual Port 10GbE SFP+, OCP NIC 3.0	540-BCNT	-	1	-
Dell EMC Luggage Tag T550	325-BEGT	-	1	-
Parallax Security Bezel, Two Layer Door	325-BEGZ	-	1	-
BOSS-S2 controller card + with 2 M.2 240GB (RAID 1)	403-BCMG	-	1	-
BOSS Cables and Bracket for T550	470-AFBI	-	1	-
No Quick Sync, V2	350-BCKT	-	1	-
iDRAC,Legacy Password	379-BCSG	-	1	-
iDRAC Service Module (ISM), NOT Installed	379-BCQX	-	1	-
iDRAC Group Manager, Enabled	379-BCQV	-	1	-
VMware ESXi 8.0 Embedded Image (License Not Included)	634-BZQR	-	1	-
No Media Required	605-BBFN	-	1	-
DVD +/-RW, SATA, Internal	429-ABLS	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
PowerEdge T550 Shipping	340-CWUS	-	1	-
PowerEdge T550 Shipping Material	340-CWUT	-	1	-
PowerEdge Non BIS Marking	389-DYHB	-	1	-
PowerEdge T550 CCC Marking, No CE Marking	389-EBJZ	-	1	-
Dell Hardware Limited Warranty Plus Onsite Service	865-6483	-	1	-
ProSupport 7x24 Technical Support and Assistance 5 Years	865-6509	-	1	-
ProSupport Next Business Day Onsite Service After Problem Diagnosis 5 Years	865-6539	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
Keep your Hard Drive For Enterprise 5 Years	841-5989	-	1	-
On-Site Installation Declined	900-9997	-	1	-
Asset Tag ProSupport	366-0187	-	1	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	1	-
32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	370-AGDS	-	12	-
2.4TB 10K RPM SAS ISE 12Gbps 512e 2.5in Hot-Plug Hard Drive	400-BGPQ	-	16	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	1	-
Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	450-AALV	-	1	-
Broadcom 5719 Quad Port 1GbE BASE-T Adapter, PCIe Full Height	540-BBCW	-	1	-
Broadcom 57412 Dual Port 10GbE SFP+ Adapter, PCIe Full Height	540-BBUH	-	1	-

Subtotal:	**$16,102.31**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$1,106.73**
Total:	**$17,209.04**

Attachment: Dell Quote (8946 : Approve Purchase of Computer Equipment)

ePlus

Customer Name: COUNTY OF COLUSA
Quote No: 22930067
Quote Name: PowerEdge R550-5YR
Quotation Date: 02/08/2023

Sales Support Contact: Sabrina Jordan
Sales Support Phone: 949-930-7366 Ext 7366
Sales Support Email: sabrina.jordan@eplus.com
Account Executive: Brittani Neff
Account Executive Phone: 916-897-4667
Account Executive Email: brneff@eplus.com

Customer PO No:
Order No:
Expiration Date: 03/10/2023

ePlus Technology inc, 13595 Dulles Technology Drive, Herndon, VA, 20171

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
001	379-BDTF	DELL	POWEREDGE T550 2.5 CHASSIS	1	0.00	0.00
002	379-BDST	DELL	2 CPU CONFIGURATION	1	0.00	0.00
003	**210-BBRX**	DELL	POWEREDGE T550 SERVER	1	660.12	660.12
004	461-AAIG	DELL	TRUSTED PLATFORM MODULE 2.0 V3	1	31.12	31.12
005	**321-BHZO**	DELL	2.5 CHASSIS WITH UP TO 24 HARD DRIVES (SAS/SATA), 2 CPU, V2	1	157.17	157.17
006	338-CBWJ	DELL	INTEL XEON SILVER 4310 2.1G, 12C/24T, 10.4GT/S, 18 M CACHE, TURBO, HT (120W) DDR4-2666	1	351.74	351.74
007	338-CBWJ	DELL	INTEL XEON SILVER 4310 2.1G, 12C/24T, 10.4GT/S, 18 M CACHE, TURBO, HT (120W) DDR4-2666	1	351.74	351.74
008	379-BDCO	DELL	ADDITIONAL PROCESSOR SELECTED	1	0.00	0.00
009	**412-AAZJ**	DELL	HEATSINK FOR 2 CPU CONFIGURATION (CPU LESS THAN OR EQUAL TO 150W)	1	0.00	0.00
010	370-AAIP	DELL	PERFORMANCE OPTIMIZED	1	0.00	0.00
011	370-AEVR	DELL	3200MT/S RDIMMS	1	0.00	0.00
012	**780-BCQY**	DELL	C55, NO RAID + NO RAID FOR 2.5 X24 W/ DUAL PERC CONFIG (MIXED DRIVE TYPES ALLOWED)	1	0.00	0.00
013	405-AAXY	DELL	DELL HBA355I CONTROLLER FRONT	1	226.00	226.00
014	405-AAXY	DELL	DELL HBA355I CONTROLLER FRONT	1	226.00	226.00

Attachment: ePlus Quote (8946 : Approve Purchase of Computer Equipment)

Attachment: ePlus Quote (8946 : Approve Purchase of Computer Equipment)

015	750-ACFQ	DELL	FRONT PERC MECHANICAL PARTS, REAR LOAD	1	0.00	0.00	
016	750-ACFQ	DELL	FRONT PERC MECHANICAL PARTS, REAR LOAD	1	0.00	0.00	
017	384-BBBL	DELL	PERFORMANCE BIOS SETTINGS	1	0.00	0.00	
018	800-BBDM	DELL	UEFI BIOS BOOT MODE WITH GPT PARTITION	1	0.00	0.00	
019	384-BCYS	DELL	STANDARD FAN X4	1	0.00	0.00	
020	450-AKWV	DELL	DUAL, HOT PLUG, REDUNDANT POWER SUPPLY (1+1), 1100 W, MIXED MODE TITANIUM	1	449.18	449.18	
021	330-BBWW	DELL	RISER CONFIG0, NO PCIE RISER	1	0.00	0.00	
022	329-BGKJ	DELL	POWEREDGE T550 MOTHERBOARD WITH BROADCOM 5720 DUAL PORT 1GB ON-BOARD LOM	1	0.00	0.00	
023	385-BBQV	DELL	IDRAC9, ENTERPRISE 15G	1	153.71	153.71	
024	540-BCOB	DELL	BROADCOM 5720 QUAD PORT 1GBE BASE-T ADAPTER, OCP N IC 3.0	1	26.72	26.72	
025	325-BEGT	DELL	DELL EMC LUGGAGE TAG T550	1	0.00	0.00	
026	325-BEGZ	DELL	PARALLAX SECURITY BEZEL, TWO LAYER DOOR	1	37.40	37.40	
027	403-BCMG	DELL	BOSS-S2 CONTROLLER CARD + WITH 2 M.2 240GB (RAID 1)	1	395.74	395.74	
028	470-AFBI	DELL	BOSS CABLES AND BRACKET FOR T550	1	15.72	15.72	
029	350-BCKT	DELL	NO QUICK SYNC, V2	1	0.00	0.00	
030	379-BCSF	DELL	IDRAC,FACTORY GENERATED PASSWORD	1	0.00	0.00	
031	379-BCQY	DELL	IDRAC GROUP MANAGER, DISABLED	1	0.00	0.00	
032	611-BBBF	DELL	NO OPERATING SYSTEM	1	0.00	0.00	
033	605-BBFN	DELL	NO MEDIA REQUIRED	1	0.00	0.00	
034	429-ABLS	DELL	DVD +/-RW, SATA, INTERNAL	1	31.12	31.12	
035	631-AACK	DELL	NO SYSTEMS DOCUMENTATION, NO OPENMANAGE DVD KIT	1	0.00	0.00	

036	340-CWUS	DELL	POWEREDGE T550 SHIPPING	1	0.00	0.00
037	340-CWUT	DELL	POWEREDGE T550 SHIPPING MATERIAL	1	31.12	31.12
038	389-DYHB	DELL	POWEREDGE NON BIS MARKING	1	0.00	0.00
039	389-EBJZ	DELL	POWEREDGE T550 CCC MARKING, NO CE MARKING	1	0.00	0.00
040	865-6483	DELL	DELL HARDWARE LIMITED WARRANTY PLUS ONSITE SERVICE	1	62.86	62.86
041	865-6509	DELL	PROSUPPORT 7X24 TECHNICAL SUPPORT AND ASSISTANCE 5 YEARS	1	351.52	351.52
042	865-6539	DELL	PROSUPPORT NEXT BUSINESS DAY ONSITE SERVICE AFTER PROBLEM DIAGNOSIS 5 YEARS	1	241.43	241.43
043	989-3439	DELL	THANK YOU CHOOSING DELL PROSUPPORT. FOR TECH SUPPO RT, VISIT //WWW.DELL.COM/SUPPORT OR CALL 1-800- 94 5-3355	1	0.00	0.00
044	900-9997	DELL	ON-SITE INSTALLATION DECLINED	1	0.00	0.00
045	370-AGDS	DELL	32GB RDIMM, 3200MT/S, DUAL RANK 16GB BASE X8	12	502.94	6,035.28
046	400-BGPQ	DELL	2.4TB HARD DRIVE SAS 12GBPS 10K 512E 2.5IN HOT-PLU G	16	365.88	5,854.08
047	450-AALV	DELL	POWER CORD - C13, 3M, 125V, 15A (NORTH AMERICA, GU AM, NORTH MARIANAS, PHILIPPINES, SAMOA, VIETNAM)	2	0.00	0.00
048	540-BBUH	DELL	BROADCOM 57412 DUAL PORT 10GBE SFP+ ADAPTER, PCIE FULL HEIGHT	2	190.17	380.34
						16,070.11

Shipping:	**Sub Total (USD):**	**16,070.11**
Packing:	**Est. Tax (USD):**	**TBD if Applicable**
	Freight (USD):	**0.00**
	Total (USD):	**16,070.11**

TX 1165.08

$17,235.19

Attachment: ePlus Quote (8946 : Approve Purchase of Computer Equipment)

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.

Customer Acceptance	Bill To	Ship To
Signature: _____	COUNTY OF COLUSA	COUNTY OF COLUSA
Name: _____	PURCHASING & PROCUREMENT	
Title: _____	547 MARKET ST STE 110	UNITED STATES
Date: _____		
Customer PO #: _____	COLUSA CA 95932	
	UNITED STATES	
	ANGELA GROSS	

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*NGDC P2 3.7

Attachment: ePlus Quote (8946 : Approve Purchase of Computer Equipment)



Technology Integration Group
428 J Street, Suite 400
Sacramento, CA 95814

Department: County of Colusa
Contact: Angela Gross
Phone#: (530) 458-0480
Email Address: angross@countyofcolusa.com
Address: 547 Market Street Suite 110
City,State Zip: Colusa, CA 95932

Contract#: 1-19-70-19D-1
OEM: Dell / EMC
Contract Expiration Date: 3/31/2023

Quote Prepared by: Carlos Velazquez
916-449-3902
800-445-0082 fax
Carlos.Velazquez@convergetp.com

Quote Date: 01/24/23
Expiration Date: 03/25/23
Quote#: 3000142173338.1
Index Date: 01/12/23 Nov 2022
MSRP Link: Dell MSRP EMC MSRP
SB/DVBEsummary %: 0%

Group: Servers / Category: X86 - Tower

Line#	Segment ID #	Proprietary Service (Yes/No or N/A)	OEM Name	Category	Sub-category:	Item Description	QTY	MSRP Part Number	OEM MSRP List Price	Discount %	Unit Price	Extension	Department Review	Request Of Service
1	D1-80	N/A	Dell	X86 - Tower	**Hardware**	PowerEdge T550 Server	1	210-BBRX	$2,100.00	46%	$1,134.00	$1,134.00		N/A
2	D1-80	N/A	Dell	X86 - Tower	**Hardware**	Trusted Platform Module 2.0 V3	1	461-AAIG	$99.00	46%	$53.46	$53.46		N/A
3	D1-80	N/A	Dell	X86 - Tower	**Hardware**	2.5" Chassis with up to 24 Hard Drives (SAS/SATA), 2 CPU, V2	1	321-BHZO	$500.00	46%	$270.00	$270.00		N/A
4	D1-80	N/A	Dell	X86 - Tower	**Hardware**	Intel Xeon Silver 4314 2.4G, 16C/32T, 10.4GT/s, 24M Cache, Turbo, HT (135W) DDR4-2666	2	338-CBWK	$1,519.00	46%	$820.26	$1,640.52		N/A
5	D1-80	N/A	Dell	X86 - Tower	**Hardware**	PERC H755 SAS Front	2	405-AAZB	$1,999.00	46%	$1,079.46	$2,158.92		N/A
6	D1-80	N/A	Dell	X86 - Tower	**Hardware**	Dual, Hot Plug, Redundant Power Supply (1+1), 1100W, Mixed Mode Titanium	1	450-AKWV	$1,429.00	46%	$771.66	$771.66		N/A
7	D1-80	N/A	Dell	X86 - Tower	**Hardware**	Broadcom 57412 Dual Port 10GbE SFP+, OCP NIC 3.0	1	540-BCNT	$605.00	46%	$326.70	$326.70		N/A
8	D1-80	N/A	Dell	X86 - Tower	**Hardware**	Parallax Security Bezel, Two Layer Door	1	325-BEGZ	$119.00	46%	$64.26	$64.26		N/A
9	D1-80	N/A	Dell	X86 - Tower	**Hardware**	BOSS-S2 controller card + with 2 M.2 240GB (RAID 1)	1	403-BCMG	$1,259.00	46%	$679.86	$679.86		N/A
10	D1-80	N/A	Dell	X86 - Tower	**Hardware**	BOSS Cables and Bracket for T550	1	470-AFBI	$50.00	46%	$27.00	$27.00		N/A
11	D1-80	N/A	Dell	X86 - Tower	**Hardware**	32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	12	370-AGDS	$1,659.00	46%	$895.86	$10,750.32		N/A
12	D1-80	N/A	Dell	X86 - Tower	**Hardware**	2.4TB 10K RPM SAS ISE 12Gbps 512e 2.5in Hot-Plug Hard Drive	16	400-BGPQ	$1,164.00	46%	$628.56	$10,056.96		N/A
13	D1-80	N/A	Dell	X86 - Tower	**Hardware**	Broadcom 5719 Quad Port 1GbE BASE-T Adapter, PCIe Full Height	1	540-BBCW	$239.00	46%	$129.06	$129.06		N/A
14	D1-80	N/A	Dell	X86 - Tower	**Hardware**	Broadcom 57412 Dual Port 10GbE SFP+ Adapter, PCIe Full Height	1	540-BBUH	$605.00	46%	$326.70	$326.70		N/A
15	D1-81	N/A	Dell	X86 - Tower	**Software**	OpenManage Enterprise Advanced	1	528-BIYY	$299.00	46%	$161.46	$161.46		N/A
16	D1-81	N/A	Dell	X86 - Tower	**Software**	iDRAC9, Enterprise 15G	1	385-BBQV	$489.00	46%	$264.06	$264.06		N/A
17	D1-81	N/A	Dell	X86 - Tower	**Software**	Quick Sync 2 and iDRAC Direct Port 2,V2	1	350-BCKU	$249.00	46%	$134.46	$134.46		N/A
18	D1-85	Yes	Dell	X86 - Tower	**Warranty/Support**	ProSupport 7x24 Technical Support and Assistance 5 Years	1	865-6509	$1,118.31	10%	$1,006.48	$1,006.48		NO
19	D1-85	Yes	Dell	X86 - Tower	**Warranty/Support**	ProSupport Next Business Day Onsite Service After Problem Diagnosis 5 Years	1	865-6539	$768.09	10%	$691.28	$691.28		NO

Subtotal:	$30,647.16
OTD	-$9,507.37
Total:	$21,139.79
Sales Tax	$1,368.95
Grand Total:	**$22,508.74**

Non-taxable: $2,257.74

Tax Rate **7.25%**

Customers are no longer obligated to request approval from their Contract Administrator for this quote but please make sure you review the quote the same as before.

Attachment: TIG Quote (8946 : Approve Purchase of Computer Equipment)

COUNTY OF COLUSA, CA **2.17**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Approve Purchase of two(2) External Tape Drives for Health and Human Services**

Approve the purchase of two (2) PowerVault LTO 7 External Tape Drives for Health and Human Services in the amount of $12,635.40 and authorize the Purchasing Agent to sign the Purchase Order.

Detailed Description/Background of request

This system is the backup/tape drive used for the daily backups of the servers for the Health and Human Services department. This is critical for the support of the data and information for Health and Human Services regarding backup/restore and disaster recovery (DR).
Purchasing has obtained the following quotes:

Dell Technologies -	$12,635.40
ePlus Technolgy -	$13,395.24
Technology Integration Group -	$15,178.48

Purchasing and Procurement is requesting that the Board approve the purchase of the two (2) External Drives through Dell Technologies in the amount of $12,635.40 and authorize the Purchasing Agent to sign the purchase orders.

Prior Board Action

None

Fiscal Impact/Funding Source

Budgeted (005-57199-810-0)

Action for the Clerk

Please have the Purchasing Agent sign the PO's and return to Angela @ Purchasing.

ATTACHMENTS:

- 81002282023 - 2 Backup Tape Drives - LTO 7 (PDF)
- Dell quote - tape drives (PDF)
- ePlus quote - tape drive (PDF)

- TIG quote - tape drive (PDF)

Colusa County Purchasing & Procurement
547 Market Street, Suite 110
Colusa, California 95932
Phone: 530-458-0437
Fax: 530-458-0435

Purchase Order No.
81002282023

PURCHASE ORDER

VENDOR	Dell Technologies
NAME	Colleen Yarbrough
ADDRESS	One Dell Way; Mail Stop 8129
	Round Rock, TX 78682
PHONE	(800) 456-3355 ext 6182515

REQUISITIONER ADDRESS	
NAME	Colusa County Purchasing & Procurement
ADDRESS	547 Market St Ste 110, Colusa, CA 95932
PHONE	530.458.0437
DELIVERY ADDRESS	
NAME	**Colusa County Purchasing**
Contact	**Angela Gross**
Address	**547 Market St Ste 110, Colusa, CA 95932**
PHONE	**530.458.0437** **FAX**

P.O. DATE	REQUISITIONER		SHIP VIA	TERMS
2/28/2023	Angela Gross		Best Way	30 Days

QTY	UNITS	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
2	ea	210-AGEW	Powervault LTO 7 External Tape Backup Drives *Taxable amount = $10,540.24	5,935.62	11,871.24

SUBTOTAL	11,871.24
CA Sales Tax 7.25%	764.16
Shipping/Install	0.00
REBATE	0.00
TOTAL	12,635.40

BASED ON ATTACHED QUOTE #: 3000138965299.4

1. Please send two copies of your invoice
2. Enter this order in accordance with the prices, terms, delivery
3. Please notify us immediately if you are unable to ship as specified
4. Send all correspondence and billing to:

Angela Gross
Colusa County Purchasing & Procurement
547 Market St. Ste. 110
Colusa, CA 95932
530.458.0437

Authorized by Date

Attachment: 81002282023 - 2 Backup Tape Drives - LTO 7 (8948 : Approve Purchase of two Tape Drives)

DELL Technologies

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000138965299.4**	Sales Rep	Colleen Yarbrough
Total	**$12,635.40**	Phone	(800) 456-3355, 6182515
Customer #	897478	Email	Colleen_Yarbrough@Dell.com
Quoted On	Jan. 18, 2023	**Billing To**	ACCOUNTS PAYABLE COUNTY OF COLUSA 547 MARKET ST STE 110 COLUSA, CA 95932-2452
Expires by	Feb. 17, 2023		
Contract Name	Dell NASPO Computer Equipment PA - California		
Contract Code	C000000181156		
Customer Agreement #	MNWNC-108/7157034003		
Solution ID	17090071.8		
Deal ID	24948909		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Colleen Yarbrough

Shipping Group

Shipping To

GREG PANKEY
COUNTY OF COLUSA
547 MARKET ST STE 110
COLUSA, CA 95932-2452
(530) 458-0437

Shipping Method

Standard Delivery

Install At

GREG PANKEY
COUNTY OF COLUSA
547 MARKET ST STE 110
COLUSA, CA 95932-2452
(530) 458-0437

Solution Name:

.

Product	Unit Price	Quantity	Subtotal
PowerVault LTO 7 External Tape - [DELLSTAR_1562]	**$5,935.62**	**2**	**$11,871.24**

Attachment: Dell quote - tape drives (8948 : Approve Purchase of two Tape Drives)

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock

Subtotal:	**$11,871.24**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Non-Taxable Amount:	**$1,331.00**
Taxable Amount:	**$10,540.24**
Estimated Tax:	**$764.16**
Total:	**$12,635.40**

Attachment: Dell quote - tape drives (8948 : Approve Purchase of two Tape Drives)

Shipping Group Details

Shipping To

GREG PANKEY
COUNTY OF COLUSA
547 MARKET ST STE 110
COLUSA, CA 95932-2452
(530) 458-0437

Shipping Method

Standard Delivery

Install At

GREG PANKEY
COUNTY OF COLUSA
547 MARKET ST STE 110
COLUSA, CA 95932-2452
(530) 458-0437

Solution Name:

.

		Quantity	Subtotal
PowerVault LTO 7 External Tape - [DELLSTAR_1562] Estimated delivery if purchased today: Jan. 31, 2023 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003	**$5,935.62**	**2**	**$11,871.24**

Description	SKU	Unit Price	Quantity	Subtotal
PowerVault LTO-7 External Tape Backup	210-AGEW	-	2	-
Documentation and Shipping	340-AKUJ	-	2	-
Dell Hardware Limited Warranty	806-8675	-	2	-
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	806-8705	-	2	-
ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Years	806-8706	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
Keep Your Component For Enterprise 3 Years	847-5195	-	2	-
On-Site Installation Declined	900-9997	-	2	-
LTO7 Tape Media, 5 Pack	440-BBHW	-	8	-
LTO Cleaning Tape, 1 Pack	440-BBGG	-	2	-
5-15P to C13, 10 amp, 6 feet wall plug Power Cord	450-ABLK	-	2	-

Subtotal:	**$11,871.24**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$764.16**
Total:	**$12,635.40**

Attachment: Dell quote - tape drives (8948 : Approve Purchase of two Tape Drives)

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock

Customer Name: COUNTY OF COLUSA
Quote No: 22930108
Quote Name: PowerVault LTO External Tape- 5YR
Quotation Date: 02/08/2023

Sales Support Contact: Sabrina Jordan
Sales Support Phone: 949-930-7366 Ext 7366
Sales Support Email: sabrina.jordan@eplus.com
Account Executive: Brittani Neff
Account Executive Phone: 916-897-4667
Account Executive Email: brneff@eplus.com

Customer PO No:
Order No:
Expiration Date: 03/10/2023

ePlus Technology inc, 13595 Dulles Technology Drive, Herndon, VA, 20171

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
001	210-AGEW	DELL	POWERVAULT LTO-7 EXTERNAL TAPE BACKUP	2	3,277.47	6,554.94
002	340-AKUJ	DELL	DOCUMENTATION AND SHIPPING	2	0.00	0.00
003	806-8675	DELL	DELL HARDWARE LIMITED WARRANTY	2	101.52	203.04
004	806-8705	DELL	PROSUPPORT: NEXT BUSINESS DAY ONSITE SERVICE AFTER PROBLEM DIAGNOSIS, 3 YEARS	2	40.60	81.20
005	806-8711	DELL	PROSUPPORT: NEXT BUSINESS DAY ONSITE SERVICE AFTER PROBLEM DIAGNOSIS, 2 YEARS EXTENDED	2	226.07	452.14
006	806-8712	DELL	PROSUPPORT: 7X24 HW / SW TECH SUPPORT AND ASSISTAN CE, 5 YEARS	2	458.18	916.36
007	975-3461	DELL	DELL LIMITED HARDWARE WARRANTY EXTENDED YEAR(S)	2	0.00	0.00
008	989-3439	DELL	THANK YOU CHOOSING DELL PROSUPPORT. FOR TECH SUPPO RT, VISIT //WWW.DELL.COM/SUPPORT OR CALL 1-800- 94 5-3355	2	0.00	0.00
009	900-9997	DELL	ON-SITE INSTALLATION DECLINED	2	0.00	0.00
010	440-BBHW	DELL	LTO7 TAPE MEDIA, 5 PACK	8	571.76	4,574.08
011	440-BBGG	DELL	LTO CLEANING TAPE, 1 PACK	2	65.30	130.60
012	470-AAZS	DELL	6GB MINI TO HD-MINI SAS CABLE, 2M	4	120.72	482.88
Totals						13,395.24

Shipping: **Packing:**	**Sub Total (USD):**	**13,395.24**
	Est. Tax (USD):	**TBD if Applicable**
	Freight (USD):	**0.00**
	Total (USD):	**13,395.24**

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.

Customer Acceptance	Bill To	Ship To
Signature: _____	COUNTY OF COLUSA	COUNTY OF COLUSA
Name: _____	PURCHASING & PROCUREMENT	
Title: _____	547 MARKET ST STE 110	UNITED STATES
Date: _____		
Customer PO #: _____	COLUSA CA 95932	
	UNITED STATES	
	ANGELA GROSS	

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*NGDC P2 3.7.4.18

TIG

Technology Integration Group

428 J Street, Suite 400
Sacramento, CA 95814

Department: County of Colusa
Contact: Angela Gross
Phone#: (530) 458-0480
Email Address: angross@countyofcolusa.com
Address: 547 Market Street Suite 110
City,State Zip: Colusa, CA 95932

Contract#: 1-19-70-19D-1
OEM: Dell / EMC
Contract Expiration Date: 3/31/2023

Quote Prepared by: Carlos Velazquez
916-449-3902
800-445-0082 fax
Carlos.Velazquez@tig.com
Quote Date: 01/11/23
Expiration Date: 03/12/23
Quote#: 3000141237577.1
Index Date: 01/12/23 Nov 2022
MSRP Link: Dell MSRP EMC MSRP
SB/DVBEsummary %: 0%

Group: Storage / Category: Tape

Line#	Segment ID #	Proprietary Service (Yes/No or N/A)	OEM Name	Category	Sub-category:	Item Description	QTY	MSRP Part Number	OEM MSRP List Price	Discount %	Unit Price	Extension	Department Review	Dept. Requested OEM Services
1	D1-130	N/A	Dell	Tape	**Hardware**	PowerVault LTO-7 External Tape Backup	2	210-AGEW	$5,973.00	45%	$3,285.15	$6,570.30		N/A
2	D1-130	N/A	Dell	Tape	**Hardware**	LTO7 Tape Media, 5 Pack	8	440-BBHW	$1,042.00	45%	$573.10	$4,584.80		N/A
3	D1-132	N/A	Dell	Tape	**Accessories**	LTO Cleaning Tape, 1 Pack	2	440-BBGG	$119.00	10%	$107.10	$214.20		N/A
4	D1-132	N/A	Dell	Tape	**Accessories**	6Gb Mini to HD-Mini SAS Cable, 2M	2	470-AAZS	$220.00	10%	$198.00	$396.00		N/A
5	D1-135	Yes	Dell	Tape	**Warranty/Support**	Dell Hardware Limited Warranty	2	806-8675	$185.00	15%	$157.25	$314.50		NO
6	D1-135	Yes	Dell	Tape	**Warranty/Support**	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	2	806-8705	$74.00	15%	$62.90	$125.80		NO
7	D1-135	Yes	Dell	Tape	**Warranty/Support**	ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	2	806-8711	$412.00	15%	$350.20	$700.40		NO
8	D1-135	Yes	Dell	Tape	**Warranty/Support**	ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Years	2	806-8712	$835.00	15%	$709.75	$1,419.50		NO

Non-taxable: $2,560.20

Tax Rate **7.25%**

Subtotal:	$14,325.50
Sales Tax	$852.98
Grand Total:	**$15,178.48**

Customers are no longer obligated to request approval from their Contract Administrator for this quote but please make sure you review the quote the same as before.

COUNTY OF COLUSA, CA **2.18**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Ann Nordyke**

SUBJECT: **Contract for the re-roofing of the Plaza Building**

Approve Contract with **Pacific Polymers, Inc. dba American Foam Experts** for the re-roofing of the Plaza Building located at 220 12th Street, Colusa, CA.

Detailed Description/Background of request

The Plaza Building located at 220 12th Street in Colusa houses both the Community Development Department and the Department of Public Works. There are two types of roofing systems on this building: composition shingles and Modified Bitumen Built Up Roof (BUR). In April of last year, a roof inspection was done. Findings include, but are not limited to; deteriorating composition shingles, missing shingles on the south side of the building, failing flashing and transitions, rusting gutters and downspouts in poor condition, dry rot and ponding water.

The Board approved the RFB on December 20, 2022, bids were received and opened on January 18, 2023 as follows:

Pacific Polymers, Inc.	Part A-$32,454.60 Part B-$24,962.99
George Roofing	Part A-$41,865.00 Part B-$30,942.00
Clark Roofing	Part A-$57,000.00 Part B-$50,000.00

Bids have been reviewed by staff and staff recommending the Board approve a contract with Pacific Polymers, Inc. dba American Foam Experts to complete the re-roofing project at the Plaza building in the total amount of $57,417.59.

Maintenance has budgeted for the re-roofing of the building.

Prior Board Action

Plans and specifications approved December 20, 2022
Notice to Bidders published Dec. 22, and Dec. 29, 2022
Bids received and opened January 18, 2023

Fiscal Impact/Funding Source

Project is included in the FY 22/23 budget.

Action for the Clerk

Pacific Polymers Inc. dba American Foam Experts
1150 twin Cities Road
Galt, CA 95632

ATTACHMENTS:

- Pacific Polymers Inc dba American Foam Experts Contract (DOCX)
- Attachment A- Bid Worksheet-Part A Shingles (PDF)
- Attachment B- Bid Worksheet-Part B Coating (PDF)
- Attachment C-RFB Plaza Building Re-Roof (PDF)

C23-_____

Re-Roof Plaza Building

This public works construction contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Pacific Polymers, Inc. dba American Foam Experts ("Contractor"), a California Corporation. 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 provide County with construction services to re-roof the Plaza Building located at 220 12th Street, Colusa, California as more specifically detailed in the Request for Bid (RFB) Attachments "A" and "B". Additionally, all terms and conditions of the RFB and all documents submitted in response to the RFB are incorporated into the terms and conditions of this contract.

2. **Term:** This Contract shall begin upon full execution of this contract, and shall continue until all requested services are completed, but no later than 120 days from execution.

3. **Compensation:** County will pay Contractor compensation not to exceed Fifty-seven Thousand Four Hundred Seventeen Dollars and Fifty-nine cents ($57,417.59). Compensation will be paid in accordance with paragraph 4, Method of Payment.

    A. **Retention for Contracts that Exceed $5,000:** Pursuant to California Public Contract Code section 9203(a), for public works contracts that exceed $5,000, an amount of 5% shall be withheld 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 shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **Method of Payment:** Upon completion of each part, Contractor shall provide the County with separate invoices for Part A/Shingles and Part B/Coating. Upon receipt of an 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.

    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

Attachment: Pacific Polymers Inc dba American Foam Experts Contract (8954 : American Foam Experts -Re-Roof of Plaza Building)

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.

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 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 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.

Attachment: Pacific Polymers Inc dba American Foam Experts Contract (8954 : American Foam Experts -Re-Roof of Plaza Building)

9. 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 cancellation or non-renewal of all Workers' Compensation policies must be received by County at least 30 days prior to such change.

B. General Liability Coverage: Contractor shall maintain commercial general liability insurance in an amount of not less than $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, in an amount of not less than $1,000,000 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

Attachment: Pacific Polymers Inc dba American Foam Experts Contract (8954 : American Foam Experts -Re-Roof of Plaza Building)

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 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.

10. 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.

11. 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. Contractors and any subcontractors shall supply County with a copy of proof of registration at the time of execution of this Contract.

12. 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.

13. 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.

14. 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.

Attachment: Pacific Polymers Inc dba American Foam Experts Contract (8954 : American Foam Experts -Re-Roof of Plaza Building)

15. **Payroll Records:** Contractor and all subcontractors shall keep accurate payroll records as required by California Labor Code section 1776.

    A. Upon written request by County, Contractor and all subcontractors shall, within ten (10) calendar days, provide County with a certified copy of all payroll records kept pursuant to Section 1776.

    B. Pursuant to Section 1776(h), Contractor and all subcontractors will be assessed a penalty of $100.00 for each calendar day, or portion thereof, for each worker if a certified copy of the records subject to Section 1776 are not made available as required by section 22.B of this Contract.

    C. Contractors and any subcontractors shall furnish electronic payroll records to the California Labor Commissioner in accordance with California Labor Code section 1771.4.

16. **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.

17. **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.

18. **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.

If to County:	County of Colusa 547 Market Street, Ste. 102 Colusa, CA 95932
If to Contractor:	Pacific Polymers Inc. dba American Foam Experts 1150 Twin Cities Road Galt, CA 95632

19. **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.

20. **Amendments**: This Contract may be modified or amended only by a written document

Attachment: Pacific Polymers Inc dba American Foam Experts Contract (8954 : American Foam Experts -Re-Roof of Plaza Building)

executed by both Contractor and County and approved as to form by the County Counsel.

21. **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.

22. **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.

23. **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.

24. **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 15 days written notice of termination.

25. **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.

26. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

    A. Attachment "A" Scope of Work Part A: Shingles
    B. Attachment "B" Scope of Work Part B: Coating
    C. Attachment "C" RFB – Plaza Building Re-Roof

COUNTY OF COLUSA

_____Date:_____
Kent S. Boes, Board Chair

PACIFIC POLYMERS, INC. DBA AMERICAN FOAM EXPERTS

_____Date:_____
Signature

_____
Printed Name and Title

Attachment: Pacific Polymers Inc dba American Foam Experts Contract (8954 : American Foam Experts -Re-Roof of Plaza Building)

C23-_____

APPROVED AS TO FORM

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

_____
Richard Stout, County Counsel

By _____
Patricia Rodriguez, Deputy

Attachment: Pacific Polymers Inc dba American Foam Experts Contract (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "A"

BID SPECIFICATIONS FOR
Plaza Building Re-Roof (Part A/Shingles)
BID WORKSHEET

NAME Pacific polymers, Inc. DBA American Foam Experts

ADDRESS 11500 Twin Cities Road

CITY Galt STATE CA ZIP CODE 95632 PHONE 916-582-1265

DIR #: 1000026412 Type of Business : corporation

Contractors License Number : 969486

ITEM	PRODUCT	MANUF/PART #	QTY	PRICE
1	R-Merseal underlayment	Garland	13	$ 4,498.00
2	shingle ridge cap	PABCO	7	$ 616.00
3	shingle starter	PABCO	3	$ 198.00
4	valley	PABCO	8	$ 608.00
5	shingles (dimensional)	PABCO	22	$ 2,640.00
			CA SALES TAX 7.25% ON APPLICABLE ITEMS	$ 620.60
			SUBTOTAL	$ 9,180.60
			LABOR	$ 23,274.00
			GRAND TOTAL	$ 32,454.60

VENDOR

BS
Signature

Bobby stepps / president
Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract. This bid is made this 18th day of January, 2023.

Attachment: Attachment A- Bid Worksheet-Part A Shingles [Revision 1] (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "A"

SECTION 07311
COLUSA COUNTY
PLAZA BUILDING RE-ROOF
220 12TH ST., COLUSA, CA 95932
ATTACHMENT "A" - COMPOSITION SHINGLES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Provide all labor, equipment, and materials to install a composition shingle roof system over the properly prepared substrate. The scope of work includes but is not limited to:

1. Full removal and disposal of existing roofing materials.
2. Locate and repair/replace all areas of damaged substrate.
3. Remove and replace all dry rot in trim and other details on the building.
4. Remove and replace coping cap and trim on upper roof.
5. Remove and replace all scuppers, drains and flashings.
6. Installation of Garland's Water and Ice Underlayment R-Mer Seal
7. Remove existing gutter system.
8. Install new 5" seamless gutter and sheet metal components per details.
9. Install new 40-year composition shingles per manufacturers specifications.
10. Contractor shall maintain a safe and clean job site during the roofing project.

1.2 RELATED SECTION

A. General Conditions

1.3 REFERENCES

A. ASTM B209 - Aluminum-Alloy Sheet and Plate

B. ASTM D228 - Method of Testing Asphalt Roll Roofing, Cap Sheets and Shingles.

C. ASTM D4586 - Asphalt Roof Cement, Asbestos Free.

D. ASTM D3161 - Wind Resistance of Asphalt Shingles

E. ASTM D3018 - Class A Asphalt Shingles Surfaced with Mineral Granules.

F. ASTM A361 - Sheet Steel, Zinc Coated (Galvanized) by the Hot-Dip Process for Roofing and Siding.

G. ASTM B370 - Copper Sheet and Strip for Building Construction.

H. NRCA - Steep Roofing Manual.

I. ARMA - Residential Asphalt Roofing Manual.

Attachment: Attachment A- Bid Worksheet-Part A Shingles [Revision 1] (8954 : American Foam Experts -Re-Roof of Plaza Building)

J.. UL 790 - Tests for Fire Resistance of Roof Covering Materials.

K. UL 997 - Wind Resistance of Prepared Roof Covering Materials.

1.4 SYSTEM DESCRIPTION

A. It is the intent of this specification to install a long-term, quality roof system that meets or exceeds all current NRCA guidelines as stated in the most recent edition of the NRCA Roofing and Waterproofing Manual. Please discuss any concerns with the Architect and Roofing System Manufacturer.

1.5 SUBMITTALS

A. Submit under provisions of Section 07311.

B. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.

C. Samples: Submit two (2) samples of each product specified.

D. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required.

E. Submit one color board for color approval from the Owner.

F. Submit a copy of an unexecuted manufacturer's warranty for review.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum 12 years documented experience.

B. Installer: Company specializing in steep slope roofing installation with a minimum 5 years experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.

C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work and at any time roofing work is in progress. Maintain proper supervision of
workmen. Maintain a copy of the specifications in the possession of the Supervisor/Foremen and on the roof at all times.

D. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner has the right to hire a qualified contractor and back charge the original contractor.

1.7 PRE-INSTALLATION CONFERENCE

A. Pre-Roofing Conference: Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work

Attachment: Attachment A- Bid Worksheet-Part A Shingles [Revision 1] (8954 : American Foam Experts -Re-Roof of Plaza Building)

in and around roofing which must precede or follow roofing work (including mechanical work if any), Owner, roofing system manufacturer's representative.

C. Objectives of conference to include:

1. Review foreseeable methods and procedures related to roofing work.

2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.

3. Review roofing system requirements (drawings, specifications and other contract documents).

4. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.

5. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

B. Store and handle roofing in a dry, well-ventilated, weather-tight place to ensure no possibility of significant moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).

C. Do not leave unused materials on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.

D. It is the responsibility of the contractor to secure all material and equipment on the job site. If any material or equipment is stored on the roof, the contractor must make sure that the integrity of the deck is not compromised at any time. Damage to the deck caused by the contractor will be the sole responsibility of the contractor and will be repaired or replaced at his expense.

1.9 MANUFACTURER'S INSPECTIONS

A. When the project is in progress, the roofing system manufacturer will provide the following at no charge:

1. Keep the Owner informed as to the progress and quality of the work as observed.

2. Provide job site inspections a minimum of two days a week with photo conformation and reported to the owner.

3. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.

Attachment: Attachment A- Bid Worksheet-Part A Shingles [Revision 1] (8954 : American Foam Experts -Re-Roof of Plaza Building)

4. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.10 PROJECT CONDITIONS

A. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

B. Do not apply roofing materials or membrane to damp deck surface.

C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

D. Nailing requirements of composition shingles must conform to all applicable local codes.

1.11 SEQUENCING AND SCHEDULING

A. Sequence installation of composition roofing with related units of work specified in other sections to ensure that roof assemblies including roof accessories, flashing, trim and joint sealers are protected against damage from effects of weather, corrosion and adjacent construction activity.

B. Every stage of progress completed must be inspected by owner or owner's representative prior to moving forward to next stage of the installation.

1.12 WARRANTY

A. Upon completion of roof installation, and acceptance Manufacturer will supply to the Owner a 40-year manufacturers' composition limited shingle warranty.

B. Contractor will submit a minimum of a two year workmanship warranty to the Owner with a copy directly to membrane manufacturer.

1.13 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Any item or materials submitted as a substitution to the manufacturer specified must comply in all respects as to the quality and performance of the brand name specified. The Owner shall be the sole judge as to whether or not an item submitted as a substitute is truly equal. All items as listed under section 07311 1.5 submittals must be presented to the district a minimum of (10) days prior to the bid date for review.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. When a particular trade name or performance standard is specified it shall be indicative of a standard required.

B. Provide products as manufactured by

- The Garland Company – R-mer Seal.

Attachment: Attachment A- Bid Worksheet-Part A Shingles [Revision 1] (8954 : American Foam Experts -Re-Roof of Plaza Building)

- PABCO Prestige dimensional shingle 300 lbs per 100 sq ft or equal.

2.2 DESCRIPTION

A. Asphalt Shingles: UL Class A Rating and Wind Resistance Label, glass fiber mat base, mineral surface, color selected by Owner.

2.3 SHEET MATERIALS

A. Underlayment: R-mer Seal by The Garland Company, Inc.

2.4 RELATED MATERIALS

A. Nails: Standard round wire shingle type, Zinc coated steel, 10-12 gauge, barbed or deformed shank, with heads 3/8" to 7/16" in diameter. Nails must be long enough to penetrate into solid wood deck at least ¾" or just through plywood and oriented strand board decks.

B. Plastic Cement: ASTM D4586 Type I or Type II. Flashing Bond by The Garland Co.

C. New, non-corrosive, metal step flashing, minimum 24 gauge (or equivalent) to be used as step flashing around chimneys, dormers, and side walls.

D. New four pound lead roof jacks with factory tops to be used around all plumbing vents. Paint all pipes when completed.

E. Urethane Sealant: One part, non-sag sealant as recommended and furnished by the membrane manufacturer for moving joints. Tuff Stuff by The Garland Company.

1.	Tensile Strength (ASTM D412)	250 psi
2.	Elongation (ASM D412)	950%
3.	Hardness, Shore A (ASTM C920)	35
4.	Adhesion-in-Peel (ASTM C920)	30 pli

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that deck surfaces and project conditions are ready to receive work of this section.

B. Verify that deck is supported and secured to structural members.

C. Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped to drains.

D. Verify that adjacent roof members do not vary more than 1/4 inch in height.

E. Verify that deck surfaces are clean and dry.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Place one ply of Rmer Seal underlayment as manufactured by The Garland Company and have ends lapped a minimum of 4 inches over itself. Stagger end laps of each consecutive

Attachment: Attachment A- Bid Worksheet-Part A Shingles [Revision 1] (8954 : American Foam Experts -Re-Roof of Plaza Building)

layer a minimum of 3 feet. In valleys, run R-mer Seal minimum 6 inches over valley protection. Nail in place per manufacturer's requirements.

A. Remove existing gutter system and replace with 5" seamless gutter.

B. At all vent pipes, install a 2 square foot piece of Rmer Seal underlayment.

C. At all vertical walls, install Rmer Seal so that it extends at least 6 inches up the vertical wall and 12 inches onto the horizontal roof.

D. At all chimneys, install Rmer Seal around entire chimney extending up all vertical surfaces at least 6 inches and 12 inches onto the horizontal roof.

E. Install shingles in accordance with manufacturer's instructions.

F. Install 6 nails per shingle, as recommended by local building codes. Staples are not acceptable.

G. Install Hip and Ridge shingles per manufacturer's instructions.

H. Pressuer wash flat deck.

I. Seal all penitrations curb, jacks, etc

J. Apply Pyramic Plus LO base coat at 2 gallons per sq. ft.

K. Apply Pyramic Plus LO top coat @ 2 gallons per sq. ft.

3.3 FIELD QUALITY CONTROL

A. Perform field inspection and testing as required under provisions of Section 07311.

B. Correct defects or irregularities discovered during field inspection.

C. Require attendance of roofing materials manufacturers' representative at site during installation of the roofing system.

3.4 CLEANING

A. In areas where finished surfaces are soiled by asphalt or any other sources of soiling caused by work of this section, consult manufacturer of surfaces for cleaning instructions and conform to their instructions.

B. Repair or replace defaced or disfigured finishes caused by work of this section.

C. Perform daily cleanup around building. Magnet on wheels to be used to pick up all metal shavings, staples, nails, etc.

Attachment: Attachment A- Bid Worksheet-Part A Shingles [Revision 1] (8954 : American Foam Experts -Re-Roof of Plaza Building)

3.5 FINAL INSPECTION

A. At completion of roofing installation and associated work, meet with Contractor, installer, installer of associated work, Owner, roofing system manufacturer's representative and other representatives directly concerned with performance of roofing system.

B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

D. Notify the material manufacturer and the district upon completion of corrections.

E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

END OF SECTION

Attachment: Attachment A- Bid Worksheet-Part A Shingles [Revision 1] (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "B"

BID SPECIFICATIONS FOR
Plaza Building Re-Roof (Part B/Coating)
BID WORKSHEET

NAME Pacific polymer INC. DBA American Foam Experts

ADDRESS 11500 Twin Cities Road

CITY Galt STATE CA ZIP CODE 95632 PHONE 916-582-1265

DIR #: 1000026412 Type of Business: Corporation

Contractors License Number: 969486

ITEM	PRODUCT	MANUF/PART #	QTY	PRICE
1	Cool Sil Bleed Blocker primer	Garland	2	$ 952.00
2	Cool sil HB white silicone	Garland	18	$ 14,292.00
3	Grip polyester Firm 12"x300'	Garland	4	$ 1008.00
4	Garmesh 6" x 150'	Garland	2	$ 164.00
5	Tuff Stuff 10.3 oz Tube	Garland	5	$ 110.00
			CA SALES TAX 7.25% ON APPLICABLE ITEMS	$ 1,197.99
			SUBTOTAL	$ 17,723.99
			LABOR	$ 7,238.00
			GRAND TOTAL	$ 24,962.99

VENDOR

BS
Signature

Bobby steppes / president
Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract. This bid is made this 18th day of January, 2023.

Attachment: Attachment B- Bid Worksheet-Part B Coating [Revision 1] (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "B"

COLUSA COUNTY

PLAZA BUILDING RE-ROOF, 220 12TH ST., COLUSA, CA 95932

ATTACHMENT "B"

COOL-SIL™ SILICONE ROOF COATING RESTORATION (RCR) SYSTEM OVER MODIFIED BITUMEN OR SMOOTH SURFACE BUR

Part 1. General Conditions

1.1 Description

A. Scope of Work

Provide all materials, labor and equipment required for the installation of the Cool-Sil™ RCR System over the existing modified bitumen or smooth surface built-up roof including all ancillary products.

B. Related Work

1. Perform Moisture Survey
2. Repair All Sheet Metal Defects
3. Repair All Flashing Defects
4. Prime Roof with Cool-Sil Bleed Block Primer
5. Reinforce Seams with Grip Polyester Firm
6. Flood Coat Cool-Sil @ 3 gallons per 100 sq ft
7. Replace wooden conduit blocks with rubber blocks.
8. Contractor shall maintain a safe and clean job site during the roofing project.

1.2 Performance Requirements

A. Conform to applicable code for fire resistance ratings of roof system.

B. Underwriters Laboratories, Inc. - UL 790: Class A Fire Hazard Classification.

C. Factory Mutual (FM) – FM Standard 4470 approval

D. All silicone products must be domestically produced. Products produced outside of the US will not be accepted.

E. Coating manufacturer must produce its own product. Private labeled silicone coating products will not be accepted.

1.3 Submittals

A. Product Data: Product data on silicone coating, physical and chemical properties, preparation of substrate required, product limitations, and cautionary requirements.

B. Safety Data *Sheets* (SDS)

C. Shop Drawings: Roof plan and details showing extent of roofing, intersections with adjacent surfaces, and details of expansion joints, counterflashing, and other items for a complete roofing system.

D. Manufacturer's Installation Instructions: Indicate installation requirements and procedures.

E. Certificates:

1. Product certificates signed by the manufacturer certifying material is in compliance with the specified performance characteristics and criteria, and physical requirements.

F. Sample copy of PM warranty

Attachment: Attachment B- Bid Worksheet-Part B Coating [Revision 1] (8954 : American Foam Experts -Re-Roof of Plaza Building)

G. Final Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

1.4 Quality Assurance

A. Manufacturer:

1. Company specializing in the manufacturing of the system specified in this Section.
2. A minimum of 10,000,000 square feet of a similar system installed.

B. Installer:

1. Installer must be a Certified Licensed Applicator (CLA) by the Manufacturer providing the warranty, and is capable of receiving the specified warranty.
2. CLA to ensure all personnel are properly trained and have a full understanding of all OSHA safety requirements.

C. Manufacturer Field Representative: Provide a qualified representative of the Manufacturer providing the warranty to monitor and periodically inspect the installation.

1.5 Delivery, Storage, and Handling

A. Deliver and store liquid materials and other products in their original unopened containers or packaging until ready for installation.

B. Materials shall be clearly labeled with the manufacturer's name, product identification, safety information, and lot numbers.

C. Store materials indoors whenever possible.

D. Protect stored products from freezing.

E. Comply with the manufacturer's instructions for handling and safety procedures.

F. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.6 Environmental Requirements

A. Maintain logs of environmental conditions (temperature, humidity, and wind speed) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside of manufacturer's limits.

B. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

C. Do not install Cool-Sil coating under the following conditions:

1. When ambient temperature is below 35° F.
2. At temperatures less than 5° F above dew point.

1.7 Warranty

A. Provide Manufacturer's (10 year) labor & material warranty covering leaks due to silicone material failure.

Attachment: Attachment B- Bid Worksheet-Part B Coating [Revision 1] (8954 : American Foam Experts -Re-Roof of Plaza Building)

Part 2. Products 2.1

Acceptable Products

A. Polyester
   1. The Garland Company: Grip Polyester Firm
B. Cleaners and Primers
   1. General Purpose Primer
C. Silicone Caulk Sealant
   1. The Garland Company: All-Sil™
D. Flashing Grade Sealant
   1. Commercial Innovations, Inc.: Cool-Sil FG Flashing Grade Sealant
E. Reinforcing Fabric
   1. Commercial Innovations, Inc.: Guardian Polyester firm Polyester

F. Moisture Relief Vents
   1. Commercial Innovations, Inc.: One-Way Roof Vent
G. Skylight Sealer
   1. Commercial Innovations, Inc.: Cool-Sil SC Silicone Skylight Coating
H. Silicone Coating
   1. Commercial Innovations, Inc.: Cool-Sil HS Silicone Coating

2.2 Silicone Coating Materials

A. Silicone base and top coat to be Cool-Sil HS Silicone Coating by Commercial Innovations, Inc. and complying with the following minimum properties:
   1. Tensile Strength: ASTM D412, 247.
   2. Elongation: ASTM D412, 237 percent minimum at break at 75° F.
   3. Water Vapor Permeance: ASTM D-96, 10.7 at 20 mils.
   4. Fire resistance: ASTM E108, UL 790 Class A.
   5. Color: Owner to select standard topcoat color.
   6. Solids Content: 92% ±3%
   7. VOC Content: < 50 grams/liter
   8. Initial Solar Reflectivity: .89
   9. Initial Thermal Emissivity: .90
   10. SRI Value: 113

Attachment: Attachment B- Bid Worksheet-Part B Coating [Revision 1] (8954 : American Foam Experts -Re-Roof of Plaza Building)

Part 3. Execution

3.1 Examination

A. Verify roof slope prior to beginning installation. There is to be no single area of standing water on the roof 24 hours after a rain, greater than 100 sq. ft. and more than ½" deep.

B. Identify all seam failures, flashings failures and inadequate sheet metal details.

C. Inspect all roof drains to ensure proper performance.

D. Inspect all roof system fasteners for back out.

3.2 Preparation

A. Membrane Cleaning:

1. Thoroughly powerwash roof surface and all other areas to receive new coating with a minimum of 2,000 psi water pressure. Be sure not to damage existing membrane during this process.
2. Any areas of grease contamination are to be cleaned with an industrial strength detergent.
3. Roof areas containing moisture below the roof surface shall either be replaced, or for areas less than 500 sq. ft. with moderate moisture content, a moisture relief vent shall be installed.

a. Wet Insulation Replacement (wet area is greater than 500 sq. ft.)

1) Remove roof system and wet insulation

3.3 Silicone Coating Installation

A. Ensure surface is completely dry.

B. Ensure subsequent coats of primer or silicone coating is completely cured.

C. Ensure adhesion tests have been completed and results are satisfactory with the manufacturer's requirements.

D. Install silicone coating in one or two passes over entire roof surface to achieve a final thickness of 30 to 35 mils.

E. While spraying the silicone coating, special effort should be made to have pass lines overlap on membrane seams as to provide additional coating thickness on the seams.

F. It is strongly recommended that the coating should be applied with a roller at all edges and penetrations to prevent overspray and provide a clean straight edge.

G. NOTES

1. Any subsequent membrane repairs after the coating installation should be done only with silicone products. Repairs should be completed with a three course coating and fabric if needed.
2. Over some asphalt based or EPDM based products, a slight bleed-through or "yellowing" may occur through the silicone coating. This is only a cosmetic issue and will not affect the performance of the system

Attachment: Attachment B- Bid Worksheet-Part B Coating [Revision 1] (8954 : American Foam Experts -Re-Roof of Plaza Building)

3.4 Field Quality Control

A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation upon completion and submit report to Owner/Architect. There shall be no items on the roof that could inhibit the inspection process, such as, solar panels, decking systems, etc.

1. Notify Owner 48 hours in advance of date and time of inspection.

a. Repair or remove and replace components of roofing system where inspection results indicate that they do not comply with specified requirements.

3.5 Cleaning

A. Remove overspray from adjacent surfaces using cleaning agents and procedures recommended by manufacturer of affected construction.

B. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their instructions.

C. Repair or replace defaced or disfigured finishes caused by work of this section.

3.6 Protection of Finished Work

A. Ensure roof surface is free of traffic for minimum of 12 hours after silicone coating application or until coating is completely cured.

B. Ensure any subsequent work does not cause damage to finished roof system. If necessary, install protection over finished roof area.

END OF SECTION

Attachment: Attachment B- Bid Worksheet-Part B Coating [Revision 1] (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

COUNTY OF COLUSA

PURCHASING & PROCUREMENT

REQUEST FOR BIDS

RE-ROOF PLAZA BUILDING

COUNTY OF COLUSA

Kent S. Boes, Board Vice-Chair

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

By _____
Melissa Kitts, Deputy

Mandatory Walk-Thru: January 4, 2023 @ 10:00 a.m.

Due Date: January 18, 2023 @ 2:00 p.m.

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

REQUEST FOR BIDS

DESCRIPTION OF PROJECT:

The County of Colusa (COUNTY) is requesting bids (RFB) from licensed contractors for the re-roofing of the Plaza Building located at 220 12th Street, Colusa, CA (Community Development & Department of Public Works building) as more specifically detailed in the Project Specifications of this RFB. This is a public works contract subject to Department of Industrial Relations registration and payment of prevailing wage. Bids shall be delivered to the Clerk to the Board of Supervisor's located at 547 Market Street, Suite 102, Colusa, CA 95932 as per specifications attached herewith. There is a mandatory walk-thru scheduled January 4, 2023 @ 10:00 a.m. sharp at the Plaza Building location. Those not in attendance will not be permitted to bid.

TERMS AND CONDITIONS:

1. Department of Industrial Relations Registration: All contractors and subcontractors shall register with the California Department of Industrial Relations (DIR) pursuant to California Labor Code sections 1771.1 and 1725.5 prior to bidding on the Project. The County will not consider bids from bidders who have not registered in compliance with the law.

2. Prevailing Wage: This Project 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. A successful bidder awarded a contract ("Contractor") will be 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, the 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.

3. Payroll Records: A contractor and any subcontractors will be required to keep accurate payroll records pursuant to California Labor Code section 1776(a). The records shall be furnished at least once a month to the California Labor Commission pursuant to California Labor Code section 1771.4(a)(3).

4. Description of Request: This project includes two roof types: Shingle and Silicone Roof Coating, both will be covered with separate scope of work specifications included in this RFB.

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

5. Types of Bids Required:

   A. Lump-sum bids shall be provided, per the specification sheet included with this request for bids.

   B. Conditional Bids shall not be considered

6. Time of Completion: The work is to be completed within one hundred twenty (120) calendar days measured from the date of full execution of the County Contract.

7. Time and Place of Submission of Bids:

   A. Time: Three (3) bids shall be submitted on or before **January 18, 2023** no later than 2:00 p.m. at which time they will be opened and read aloud by the County.

   B. Place: All Bids shall be delivered to:

   Clerk to the Board of Supervisors
   547 Market Street, Suite 102
   Colusa, CA, 95932.

   C. Please include three (3) copies of bid document in a sealed envelope clearly marked:
   "RFB – Plaza Building Re-Roof"

   D. No oral, telephonic, faxed, or e-mailed proposals or modifications will be considered.

   E. A responsive bid must include a fully completed Bid Worksheet. Bidders may use the provided Bid Worksheet or submit their own bid worksheet and additional information sheets, as needed. If a bidder uses its own worksheet, the worksheet must substantially comply with the format in the attached Bid Worksheet.

   F. All bids shall be presented under sealed cover and shall be accompanied by a security bond in the amount of ten (10) percent of the bid amount to guarantee the bid. Upon award to the lowest bidder, the security of unsuccessful bidders shall be returned no later than sixty (60) days from the date the contract is awarded. The County will accept the following forms of security:

      1) Cash;
      2) A cashier's check made payable to the County;
      3) A certified check made payable to the County; or
      4) A bidder's bond executed by an admitted surety insurer, made payable to the County.

   G. Any questions regarding this RFB can be submitted to the Public Purchase Website until 2:00 p.m. on January 11, 2023:

   https://www.publicpurchase.com/gems/colusaco.ca/buyer/public/home

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

Any addenda issued shall be included in the bid response.

H. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your Bid. Corrections shall be initialed in ink by the person signing the Bid.

I. Corrections and/or modifications received after the closing time specified will not be accepted.

J. Bids must be submitted by the closing date or prior to the time specified to be considered.

K. Any Bid tendered after the time specified will be returned to the Vendor.

L. Bid pricing shall remain open and valid subject to acceptance for ninety (90) days after RFB closing date.

M. Bid Prices by Vendor are considered accurate and cannot be withdrawn after the RFB process is closed.

N. Upon submission of Bid, all such documents shall become the property of the County.

O. Detailed schematic drawings must be submitted with bid response.

P. The County reserves the right to reject any and all bids.

Q. The successful vendor shall be required to enter into a contract with the County of Colusa for the services to be provided. Such contract shall incorporate the specifications of the RFB. *(A draft copy is attached)*

R. Any Change Orders or issues that may arise must be discussed with the Maintenance Supervisor for prior approval of the best course of action.

8. Quantity and Quality of Materials or Services: All materials and supplies furnished for this Project must comply with County specifications. Materials or supplies, which, in the opinion of the County, are not in accordance within conformity with such specifications, shall be rejected and promptly removed from the County premises at the vendor's expense.

9. Award: The Project shall be awarded to the lowest responsible bidder in accordance with California Public Contract Code section 20128.

10. Each Bid shall follow the format specified by the County. Any bid not complying with the County format shall be considered nonresponsive.

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

11. Securing Document: The bid specifications are obtainable from the Purchasing and Procurement Division, 547 Market Street, Suite 110, Colusa, California, 95932.

12. Withdrawing Bids: No Vendor may withdraw his bid for a period of ninety (90) days after the date and time set for the opening thereof, and no bid security shall be released prior to said date; provided, however, that the County may release the Bid and Bid security of unsuccessful vendors after confirming the technical and formal sufficiency of the Bid and Bid security of the three (3) lowest vendors. In no event shall the Bid for security of the three (3) lowest vendors be released before execution with the County of Colusa of an Agreement with the successful vendor, or the expiration of ninety (90) days, whichever occurs first.

13. Rejection of Bids: The County of Colusa reserves all rights to utilize any alternate procedure authorized by the Public Contract Code Sections 20150.9 and 20150.10, including but not limited to rejecting all bids and/or to waive any informality in the RFB process.

14. Default by Vendor: In case of default by vendor, the County reserves the right to:

    A. Cancel the order and obtain the service on the open market, in which case, Vendor shall be responsible to County for the difference between the Bid price and the purchase price if the purchase is higher; and/or

    B. Assess a reasonable per day charge against the vendor for inconvenience or damages incurred by County as a result of delayed delivery, except when delivery is delayed by fire, strike, freight embargo, act of Government, or an act of God.

    C. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

15. Non-Funding Clause: Funds provided for commodities or services under the terms of an agreement, contract or Bid are contingent on availability of funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person or by first class mail.

16. Detailed specifications are attached, marked "Project Specifications". These minimum specifications are not intended to be restrictive, but descriptive of the type and quality of product the County desires to obtain. Vendors will not be allowed to make unauthorized substitutions.

17. Bid Sheet is attached, marked "Bid Worksheet".

18. Point of Sale is Colusa, CA.

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

PROJECT SPECIFICATIONS

The respondent is to conduct all services performed on behalf of the County in accordance with the Applicable rules and regulations of the State of California.

See attachments “A” and “B”.

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

SUB-CONTRACTOR'S LIST

Sub-Contractor Name	Department of Industrial Relations(DIR) Registration#	Address	Description of Portion of Work Subcontracted

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

SECTION 07311
COLUSA COUNTY
PLAZA BUILDING RE-ROOF
220 12TH ST., COLUSA, CA 95932
ATTACHMENT "A" - COMPOSITION SHINGLES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Provide all labor, equipment, and materials to install a composition shingle roof system over the properly prepared substrate. The scope of work includes but is not limited to:

1. Full removal and disposal of existing roofing materials.
2. Locate and repair/replace all areas of damaged substrate.
3. Remove and replace all dry rot in trim and other details on the building.
4. Remove and replace coping cap and trim on upper roof.
5. Remove and replace all scuppers, drains and flashings.
6. Installation of Garland's Water and Ice Underlayment R-Mer Seal
7. Remove existing gutter system.
8. Install new 5" seamless gutter and sheet metal components per details.
9. Install new 40-year composition shingles per manufacturers specifications.
10. Contractor shall maintain a safe and clean job site during the roofing project.

1.2 RELATED SECTION

A. General Conditions

1.3 REFERENCES

A. ASTM B209 - Aluminum-Alloy Sheet and Plate

B. ASTM D228 - Method of Testing Asphalt Roll Roofing, Cap Sheets and Shingles.

C. ASTM D4586 - Asphalt Roof Cement, Asbestos Free.

D. ASTM D3161 - Wind Resistance of Asphalt Shingles

E. ASTM D3018 - Class A Asphalt Shingles Surfaced with Mineral Granules.

F. ASTM A361 - Sheet Steel, Zinc Coated (Galvanized) by the Hot-Dip Process for Roofing and Siding.

G. ASTM B370 - Copper Sheet and Strip for Building Construction.

H. NRCA - Steep Roofing Manual.

I. ARMA - Residential Asphalt Roofing Manual.

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

J.. UL 790 - Tests for Fire Resistance of Roof Covering Materials.

K. UL 997 - Wind Resistance of Prepared Roof Covering Materials.

1.4 SYSTEM DESCRIPTION

A. It is the intent of this specification to install a long-term, quality roof system that meets or exceeds all current NRCA guidelines as stated in the most recent edition of the NRCA Roofing and Waterproofing Manual. Please discuss any concerns with the Architect and Roofing System Manufacturer.

1.5 SUBMITTALS

A. Submit under provisions of Section 07311.

B. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.

C. Samples: Submit two (2) samples of each product specified.

D. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required.

E. Submit one color board for color approval from the Owner.

F. Submit a copy of an unexecuted manufacturer's warranty for review.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum 12 years documented experience.

B. Installer: Company specializing in steep slope roofing installation with a minimum 5 years experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.

C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work and at any time roofing work is in progress. Maintain proper supervision of
workmen. Maintain a copy of the specifications in the possession of the Supervisor/Foremen and on the roof at all times.

D. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner has the right to hire a qualified contractor and back charge the original contractor.

1.7 PRE-INSTALLATION CONFERENCE

A. Pre-Roofing Conference: Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

in and around roofing which must precede or follow roofing work (including mechanical work if any), Owner, roofing system manufacturer's representative.

C. Objectives of conference to include:

1. Review foreseeable methods and procedures related to roofing work.

2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.

3. Review roofing system requirements (drawings, specifications and other contract documents).

4. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.

5. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

B. Store and handle roofing in a dry, well-ventilated, weather-tight place to ensure no possibility of significant moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).

C. Do not leave unused materials on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.

D. It is the responsibility of the contractor to secure all material and equipment on the job site. If any material or equipment is stored on the roof, the contractor must make sure that the integrity of the deck is not compromised at any time. Damage to the deck caused by the contractor will be the sole responsibility of the contractor and will be repaired or replaced at his expense.

1.9 MANUFACTURER'S INSPECTIONS

A. When the project is in progress, the roofing system manufacturer will provide the following at no charge:

1. Keep the Owner informed as to the progress and quality of the work as observed.

2. Provide job site inspections a minimum of two days a week with photo conformation and reported to the owner.

3. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

4. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.10 PROJECT CONDITIONS

A. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

B. Do not apply roofing materials or membrane to damp deck surface.

C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

D. Nailing requirements of composition shingles must conform to all applicable local codes.

1.11 SEQUENCING AND SCHEDULING

A. Sequence installation of composition roofing with related units of work specified in other sections to ensure that roof assemblies including roof accessories, flashing, trim and joint sealers are protected against damage from effects of weather, corrosion and adjacent construction activity.

B. Every stage of progress completed must be inspected by owner or owner's representative prior to moving forward to next stage of the installation.

1.12 WARRANTY

A. Upon completion of roof installation, and acceptance Manufacturer will supply to the Owner a 40-year manufacturers' composition limited shingle warranty.

B. Contractor will submit a minimum of a two year workmanship warranty to the Owner with a copy directly to membrane manufacturer.

1.13 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Any item or materials submitted as a substitution to the manufacturer specified must comply in all respects as to the quality and performance of the brand name specified. The Owner shall be the sole judge as to whether or not an item submitted as a substitute is truly equal. All items as listed under section 07311 1.5 submittals must be presented to the district a minimum of (10) days prior to the bid date for review.

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. When a particular trade name or performance standard is specified it shall be indicative of a standard required.

B. Provide products as manufactured by

- The Garland Company – R-mer Seal.

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

- PABCO Prestige dimensional shingle 300 lbs per 100 sq ft or equal.

2.2 DESCRIPTION

A. Asphalt Shingles: UL Class A Rating and Wind Resistance Label, glass fiber mat base, mineral surface, color selected by Owner.

2.3 SHEET MATERIALS

A. Underlayment: R-mer Seal by The Garland Company, Inc.

2.4 RELATED MATERIALS

A. Nails: Standard round wire shingle type, Zinc coated steel, 10-12 gauge, barbed or deformed shank, with heads 3/8" to 7/16" in diameter. Nails must be long enough to penetrate into solid wood deck at least ¾" or just through plywood and oriented strand board decks.

B. Plastic Cement: ASTM D4586 Type I or Type II. Flashing Bond by The Garland Co.

C. New, non-corrosive, metal step flashing, minimum 24 gauge (or equivalent) to be used as step flashing around chimneys, dormers, and side walls.

D. New four pound lead roof jacks with factory tops to be used around all plumbing vents. Paint all pipes when completed.

E. Urethane Sealant: One part, non-sag sealant as recommended and furnished by the membrane manufacturer for moving joints. Tuff Stuff by The Garland Company.

1.	Tensile Strength (ASTM D412)	250 psi
2.	Elongation (ASM D412)	950%
3.	Hardness, Shore A (ASTM C920)	35
4.	Adhesion-in-Peel (ASTM C920)	30 pli

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that deck surfaces and project conditions are ready to receive work of this section.

B. Verify that deck is supported and secured to structural members.

C. Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped to drains.

D. Verify that adjacent roof members do not vary more than 1/4 inch in height.

E. Verify that deck surfaces are clean and dry.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Place one ply of Rmer Seal underlayment as manufactured by The Garland Company and have ends lapped a minimum of 4 inches over itself. Stagger end laps of each consecutive

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

layer a minimum of 3 feet. In valleys, run R-mer Seal minimum 6 inches over valley protection. Nail in place per manufacturer's requirements.

A. Remove existing gutter system and replace with 5" seamless gutter.

B. At all vent pipes, install a 2 square foot piece of Rmer Seal underlayment.

C. At all vertical walls, install Rmer Seal so that it extends at least 6 inches up the vertical wall and 12 inches onto the horizontal roof.

D. At all chimneys, install Rmer Seal around entire chimney extending up all vertical surfaces at least 6 inches and 12 inches onto the horizontal roof.

E. Install shingles in accordance with manufacturer's instructions.

F. Install 6 nails per shingle, as recommended by local building codes. Staples are not acceptable.

G. Install Hip and Ridge shingles per manufacturer's instructions.

H. Pressuer wash flat deck.

I. Seal all penitrations curb, jacks, etc

J. Apply Pyramic Plus LO base coat at 2 gallons per sq. ft.

K. Apply Pyramic Plus LO top coat @ 2 gallons per sq. ft.

3.3 FIELD QUALITY CONTROL

A. Perform field inspection and testing as required under provisions of Section 07311.

B. Correct defects or irregularities discovered during field inspection.

C. Require attendance of roofing materials manufacturers' representative at site during installation of the roofing system.

3.4 CLEANING

A. In areas where finished surfaces are soiled by asphalt or any other sources of soiling caused by work of this section, consult manufacturer of surfaces for cleaning instructions and conform to their instructions.

B. Repair or replace defaced or disfigured finishes caused by work of this section.

C. Perform daily cleanup around building. Magnet on wheels to be used to pick up all metal shavings, staples, nails, etc.

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

3.5 FINAL INSPECTION

A. At completion of roofing installation and associated work, meet with Contractor, installer, installer of associated work, Owner, roofing system manufacturer's representative and other representatives directly concerned with performance of roofing system.

B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

D. Notify the material manufacturer and the district upon completion of corrections.

E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

END OF SECTION

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

COLUSA COUNTY

PLAZA BUILDING RE-ROOF, 220 12TH ST., COLUSA, CA 95932

ATTACHMENT "B"

COOL-SIL™ SILICONE ROOF COATING RESTORATION (RCR) SYSTEM OVER MODIFIED BITUMEN OR SMOOTH SURFACE BUR

Part 1. General Conditions

1.1 Description

A. Scope of Work

Provide all materials, labor and equipment required for the installation of the Cool-Sil™ RCR System over the existing modified bitumen or smooth surface built-up roof including all ancillary products.

B. Related Work

1. Perform Moisture Survey
2. Repair All Sheet Metal Defects
3. Repair All Flashing Defects
4. Prime Roof with Cool-Sil Bleed Block Primer
5. Reinforce Seams with Grip Polyester Firm
6. Flood Coat Cool-Sil @ 3 gallons per 100 sq ft
7. Replace wooden conduit blocks with rubber blocks.
8. Contractor shall maintain a safe and clean job site during the roofing project.

1.2 Performance Requirements

A. Conform to applicable code for fire resistance ratings of roof system.

B. Underwriters Laboratories, Inc. - UL 790: Class A Fire Hazard Classification.

C. Factory Mutual (FM) – FM Standard 4470 approval

D. All silicone products must be domestically produced. Products produced outside of the US will not be accepted.

E. Coating manufacturer must produce its own product. Private labeled silicone coating products will not be accepted.

1.3 Submittals

A. Product Data: Product data on silicone coating, physical and chemical properties, preparation of substrate required, product limitations, and cautionary requirements.

B. Safety Data *Sheets* (SDS)

C. Shop Drawings: Roof plan and details showing extent of roofing, intersections with adjacent surfaces, and details of expansion joints, counterflashing, and other items for a complete roofing system.

D. Manufacturer's Installation Instructions: Indicate installation requirements and procedures.

E. Certificates:

1. Product certificates signed by the manufacturer certifying material is in compliance with the specified performance characteristics and criteria, and physical requirements.

F. Sample copy of PM warranty

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

G. Final Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

1.4 Quality Assurance

A. Manufacturer:

1. Company specializing in the manufacturing of the system specified in this Section.
2. A minimum of 10,000,000 square feet of a similar system installed.

B. Installer:

1. Installer must be a Certified Licensed Applicator (CLA) by the Manufacturer providing the warranty, and is capable of receiving the specified warranty.
2. CLA to ensure all personnel are properly trained and have a full understanding of all OSHA safety requirements.

C. Manufacturer Field Representative: Provide a qualified representative of the Manufacturer providing the warranty to monitor and periodically inspect the installation.

1.5 Delivery, Storage, and Handling

A. Deliver and store liquid materials and other products in their original unopened containers or packaging until ready for installation.

B. Materials shall be clearly labeled with the manufacturer's name, product identification, safety information, and lot numbers.

C. Store materials indoors whenever possible.

D. Protect stored products from freezing.

E. Comply with the manufacturer's instructions for handling and safety procedures.

F. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.6 Environmental Requirements

A. Maintain logs of environmental conditions (temperature, humidity, and wind speed) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside of manufacturer's limits.

B. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

C. Do not install Cool-Sil coating under the following conditions:

1. When ambient temperature is below 35° F.
2. At temperatures less than 5° F above dew point.

1.7 Warranty

A. Provide Manufacturer's (10 year) labor & material warranty covering leaks due to silicone material failure.

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

Part 2. Products 2.1

Acceptable Products

A. Polyester
   1. The Garland Company: Grip Polyester Firm

B. Cleaners and Primers
   1. General Purpose Primer

C. Silicone Caulk Sealant
   1. The Garland Company: All-Sil™

D. Flashing Grade Sealant
   1. Commercial Innovations, Inc.: Cool-Sil FG Flashing Grade Sealant

E. Reinforcing Fabric
   1. Commercial Innovations, Inc.: Guardian Polyester firm Polyester

F. Moisture Relief Vents
   1. Commercial Innovations, Inc.: One-Way Roof Vent

G. Skylight Sealer
   1. Commercial Innovations, Inc.: Cool-Sil SC Silicone Skylight Coating

H. Silicone Coating
   1. Commercial Innovations, Inc.: Cool-Sil HS Silicone Coating

2.2 Silicone Coating Materials

A. Silicone base and top coat to be Cool-Sil HS Silicone Coating by Commercial Innovations, Inc. and complying with the following minimum properties:
   1. Tensile Strength: ASTM D412, 247.
   2. Elongation: ASTM D412, 237 percent minimum at break at 75° F.
   3. Water Vapor Permeance: ASTM D-96, 10.7 at 20 mils.
   4. Fire resistance: ASTM E108, UL 790 Class A.
   5. Color: Owner to select standard topcoat color.
   6. Solids Content: 92% ±3%
   7. VOC Content: < 50 grams/liter
   8. Initial Solar Reflectivity: .89
   9. Initial Thermal Emissivity: .90
   10. SRI Value: 113

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

Part 3. Execution

3.1 Examination

A. Verify roof slope prior to beginning installation. There is to be no single area of standing water on the roof 24 hours after a rain, greater than 100 sq. ft. and more than ½" deep.

B. Identify all seam failures, flashings failures and inadequate sheet metal details.

C. Inspect all roof drains to ensure proper performance.

D. Inspect all roof system fasteners for back out.

3.2 Preparation

A. Membrane Cleaning:

1. Thoroughly powerwash roof surface and all other areas to receive new coating with a minimum of 2,000 psi water pressure. Be sure not to damage existing membrane during this process.
2. Any areas of grease contamination are to be cleaned with an industrial strength detergent.
3. Roof areas containing moisture below the roof surface shall either be replaced, or for areas less than 500 sq. ft. with moderate moisture content, a moisture relief vent shall be installed.

a. Wet Insulation Replacement (wet area is greater than 500 sq. ft.)

1) Remove roof system and wet insulation

3.3 Silicone Coating Installation

A. Ensure surface is completely dry.

B. Ensure subsequent coats of primer or silicone coating is completely cured.

C. Ensure adhesion tests have been completed and results are satisfactory with the manufacturer's requirements.

D. Install silicone coating in one or two passes over entire roof surface to achieve a final thickness of 30 to 35 mils.

E. While spraying the silicone coating, special effort should be made to have pass lines overlap on membrane seams as to provide additional coating thickness on the seams.

F. It is strongly recommended that the coating should be applied with a roller at all edges and penetrations to prevent overspray and provide a clean straight edge.

G. NOTES

1. Any subsequent membrane repairs after the coating installation should be done only with silicone products. Repairs should be completed with a three course coating and fabric if needed.
2. Over some asphalt based or EPDM based products, a slight bleed-through or "yellowing" may occur through the silicone coating. This is only a cosmetic issue and will not affect the performance of the system

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

3.4 Field Quality Control

A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation upon completion and submit report to Owner/Architect. There shall be no items on the roof that could inhibit the inspection process, such as, solar panels, decking systems, etc.

1. Notify Owner 48 hours in advance of date and time of inspection.

a. Repair or remove and replace components of roofing system where inspection results indicate that they do not comply with specified requirements.

3.5 Cleaning

A. Remove overspray from adjacent surfaces using cleaning agents and procedures recommended by manufacturer of affected construction.

B. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their instructions.

C. Repair or replace defaced or disfigured finishes caused by work of this section.

3.6 Protection of Finished Work

A. Ensure roof surface is free of traffic for minimum of 12 hours after silicone coating application or until coating is completely cured.

B. Ensure any subsequent work does not cause damage to finished roof system. If necessary, install protection over finished roof area.

END OF SECTION

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

BID SPECIFICATIONS FOR
Plaza Building Re-Roof (Part A/Shingles)
BID WORKSHEET

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #: _____

ITEM	PRODUCT	MANUF/PART #	QTY	PRICE
				$
				$
				$
				$
				$
		CA SALES TAX 7.25% ON APPLICABLE ITEMS		$
		SUBTOTAL		$
		LABOR		$
		GRAND TOTAL		$

VENDOR

_____ _____

Signature Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract. This bid is made this _____day of_____, 2023.

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

ATTACHMENT "C"

BID SPECIFICATIONS FOR
Plaza Building Re-Roof (Part B/Coating)
BID WORKSHEET

NAME_____

ADDRESS_____

CITY_____STATE_____ZIP CODE_____ PHONE_____

DIR #: _____

ITEM	PRODUCT	MANUF/PART #	QTY	PRICE
				$
				$
				$
				$
				$
		CA SALES TAX 7.25% ON APPLICABLE ITEMS		$
		SUBTOTAL		$
		LABOR		$
		GRAND TOTAL		$

VENDOR

_____ _____

Signature Name (Printed or Typed)

The type of business entity (i.e., corporation, partnership, sole proprietor, etc.) and any applicable registered contractor's license name and number shall be included on the Bid Worksheet. The Bid Worksheet must be signed by the owner or officer of the vendor authorized to enter into a legally binding contract. This bid is made this _____day of_____, 2023.

Attachment: Attachment C-RFB Plaza Building Re-Roof (8954 : American Foam Experts -Re-Roof of Plaza Building)

COUNTY OF COLUSA, CA **2.19**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Sheriff**

FROM: **Jacob Parker**

SUBJECT: **Domestic Cannabis Eradication Suppression Program (DCESP) 2022/2023 Revenue Agreement Number 2023-10**

Approve Cooperation Letter of Agreement (Number 2023-10) with the **United States Drug Enforcement Administration**, for the investigation and eradication of illicit cannabis plants, effective October 1, 2022, and authorize the Sheriff to sign the agreement and related supporting documents.

Detailed Description/Background of request

The Drug Enforcement Administration provides local law enforcement agencies annual funding in exchange for their cooperation in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States and State Courts. The DEA provides these funds through the proposed Letter Agreement for the Board's review, and will pay $8,000.00 for the period October 1, 2022 to September 30, 2023 to defray the costs relating to eradication and suppression of illegal cannabis.

Prior Board Action

These funds have been utilized and approved by the board for approximately over 13 years. An approved revenue agreement in the amount of $10,000.00 the previous year.

Fiscal Impact/Funding Source

This is a revenue agreement in the amount of $8,000.00.

Action for the Clerk

Provide a certified Board copy. Coordinate the with Sheriff to sign documents and return signed originals to DEA/DCESP via mail or email.

DCESP Contractor, 450 Golden Gate Avenue, 14th Floor, San Francisco, CA 94102

SFO-DECP@dea.gov

ATTACHMENTS:

- 2023-10 Colusa County Sheriff's Office (PDF)
- Colusa Co SO 2023 Supporting Documents for LOA (PDF)

U.S. Department of Justice
Drug Enforcement Administration

www.dea.gov

Springfield, Virginia 22152

Attachment: 2023-10 Colusa County Sheriff's Office (8919 : Domestic Cannabis Eradication Suppression Program)

Agreement Number 2023-10

THE DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, provides funding and/or operational support to state and local law enforcement agencies in conducting marijuana eradication and suppression efforts. This program, known as DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP), provides funding under either or both of the below Option 1 and/or Option 2.

Under Option 1, DEA provides DCE/SP funding and operational support to state and local law enforcement agencies who demonstrate that such support will be used for marijuana eradication operations meeting one of the following criteria:

1. Marijuana is being cultivated by a drug trafficking organization or a transnational organized crime syndicate; or
2. Marijuana is being cultivated on federal land, including federally-recognized Tribal lands; or
3. Marijuana cultivation is causing environmental hazards, depleting or contaminating water, or otherwise harming public lands; or
4. Marijuana cultivation is suspected to involve other federal crimes, including money laundering and crimes impacting public health and safety.

Under Option 2, where the above criteria is not met by state and local law enforcement agencies, DEA will provide DCE/SP funding only to state and local law enforcement agencies who demonstrate that such funding will be used to eradicate large-scale illicit marijuana grows.

This Letter of Agreement (LOA) is entered into between the COLUSA COUNTY SHERIFFS OFFICE**,** hereinafter referred to as (***THE AGENCY),*** and the DEA, because DEA has determined that (***THE AGENCY)*** has satisfied the criteria under either and/or both **Option 1 or Option 2.** In that regard:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the ***State of California.*** The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the ***State of California***. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and ***THE AGENCY*** is desirous of securing funds.

Letter of Agreement 2023-10

As used in this Letter of Agreement, the terms "marijuana" and "illicit cannabis" only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the definition of marihuana in the Controlled Substances Act (21 U.S.C. § 802(16)), as amended by the Agriculture Improvement Act of 2018, Pub. L. 115-334.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. ***THE AGENCY*** will, with its own law enforcement personnel and employees, as herein after specified, perform the activities and duties described below:

    a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
    b. Investigate and report instances involving the trafficking in controlled substances.
    c. Provide law enforcement personnel for the eradication of illicit cannabis located within the ***State of California***.
    d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
    e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
    f. Capture, maintain, and share with DEA data and statistics on its marijuana eradication efforts.
    g. Follow all applicable state laws and guidelines.
    h. **FOR AGENCIES FUNDED UNDER OPTION 2** Certify, by signing this agreement, that funding provided under this agreement will only be used for operations to eradicate large-scale illicit marijuana grows.
    i. **MANDATORY requirement for *THE AGENCY* to utilize *the Web-based DEA internet Capability Endeavor (DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.***
    j. Submit electronically a DEA monthly expenditure report, with a copy of ***THE AGENCY*** general ledger. If applicable, attach an invoice reflecting the expenditures for equipment in excess of $2,500, which was previously approved by DEA Headquarters, and the expenses associated with the rental or leasing of vehicles or aircraft.

2. It is understood and agreed by the parties to this Agreement that the activities described in paragraph one and its subparagraphs shall be accomplished with existing personnel, and that the scope of ***THE AGENCY's*** program with respect to those activities by such personnel shall be consistent with ***California*** law and solely at ***THE AGENCY's*** discretion, subject to appropriate limitations contained in the budget adopted by ***THE AGENCY***, except that ***THE AGENCY*** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

Attachment: 2023-10 Colusa County Sheriff's Office (8919 : Domestic Cannabis Eradication Suppression Program)

Letter of Agreement 2023-10

3. DEA will pay to ***THE AGENCY*** Federal funds in the amount of **EIGHT THOUSAND DOLLARS ($8,000.00)** for the period of October 1, 2022 to September 30, 2023, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. ***THE AGENCY*** understands and agrees that Federal funds provided to ***THE AGENCY*** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally, funding and expenditures are not permitted for the eradication of "ditch weed".

   THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to ***THE AGENCY*** under this Agreement for activities on Federal land, ***THE AGENCY*** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of ***THE AGENCY*****'s** presence on Federal land.

4. The Federal funds provided to ***THE AGENCY*** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such

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licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

All purchases of equipment, supplies and other resources must be requested in writing, ***through*** the respective DEA Division, ***to the Investigative Support Section (ODS)***. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. All requests for purchases must be received in HQ/ ODS by July 15th. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per DOJ, none of the funds allocated to ***THE AGENCY*** may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with ***THE AGENCY*** orprogram logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, ***THE AGENCY*** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless ***THE AGENCY***:

   (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and

   (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

   The above requirements only apply to procurements for goods or services that have an aggregate value of $500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

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6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 2 C.F.R. § 200.1), and there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, ***THE AGENCY*** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program, in accordance with 2 C.F.R. § 200.314. ***THE AGENCY*** agrees that any unused supplies not exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit) for the use of ***THE AGENCY***'s personnel engaged in illicit cannabis eradication under this Agreement, ***THE AGENCY*** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacturedistribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to ***THE AGENCY*** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by ***THE AGENCY*** of a LOA and receipt of same by DEA. However, no funds will be paid by DEA to ***THE AGENCY*** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to ***THE AGENCY*** during the previous year Agreement. The final/closeout expenditure report will be documented on the September (FINAL) Accounting Form.

9. It is understood and agreed by ***THE AGENCY*** that, in return for DEA's payment to ***THE AGENCY*** for Federal funds, ***THE AGENCY*** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB **Circular A-102** (Grants and Cooperative Agreements with State and Local Governments), and **OMB Circular A-87** (Cost Principles for State, Local and Indian Tribal Governments) which have been combined

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in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is a reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse **erd.fac@census.gov** with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of ***THE AGENCY*** under the single audit requirement is ***FY23*** (**10/01/2022** through **09/30/2023).**

10. ***THE AGENCY*** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. ***THE AGENCY*** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE AGENCY*** to payment by reimbursement on a cash basis. ***THE AGENCY*** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE AGENCY*** to payment by reimbursement on a cash basis.

11. ***THE AGENCY*** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. ***THE AGENCY*** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. ***THE AGENCY*** shall permit and have available for examination and auditing by DEA, the DOJ Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, ***THE AGENCY*** will maintain all such foregoing reports and records for **six (6)** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

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13. ***THE AGENCY*** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). ***THE AGENCY*** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of ***THE AGENCY*** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between ***THE AGENCY*** and DEA.

15. ***THE AGENCY*** shall be responsible for the acts or omissions of ***THE AGENCY's*** personnel. ***THE AGENCY*** and ***THE AGENCY's*** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.

16. ***THE AGENCY*** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to DOJ regulations implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.

17. Upon termination of the Agreement, ***THE AGENCY*** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and if applicable, attach invoices reflecting the expenditures for equipment in excess of $2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. Report should be submitted electronically to the DEA Regional Contractor by October 31st.

18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after thirty (30) day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by ***THE AGENCY*** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by ***THE AGENCY*** before the notice of termination. In no event shall ***THE AGENCY*** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

19. ***THE AGENCY*** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. ***THE AGENCY*** must have a unique entity identifier known as the Unique Entity ID (UEI). The UEI (formerly the Data Universal Numbering System (DUNS) Number) is a 12-character alphanumeric value assigned to all entities (public and private companies, individuals, institutions or organizations) who must register to do business with the federal government in SAM. The UEI is required when there is a need for more than one bank/electronic funds transfer account for a location.

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THE AGENCY may obtain the UEI via the internet (www.sam.gov) or for additional information, call by phone at 1-844-472-4111. Both the registration in SAM and the UEI are free of charge.

Note: It is *THE AGENCY*'s responsibility to update their SAM registration annually or whenever a change occurs.

***THE AGENCY*'s** current UEI is_____.

***THE AGENCY*'s** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety (90) days from date of issuance. Agreement issued on _____.

COLUSA COUNTY SHERIFFS OFFICE

Printed Name & Signature:_____

Title:_____ Date:_____

***Agency**, please submit original signed LOA & associated paperwork to your DEA Regional Contractor*

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature:_____

Special Agent in Charge, San Francisco Field Division Date:_____

***SAC**, please submit original signed LOA & associated paperwork to your Fiscal Office.*

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2023-AFF-B-OP-OD/8210000/DEA-JLE-JDCE-OD009

Click or tap here to enter text.

UFMS Input Date: _____ **DNC** No._____

DNO No. _____ **DDP** No._____

Printed Name: _____ Signature: _____

***Fiscal,** please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

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U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section (ODS)
DEA Headquarters

www.dea.gov

October 1, 2022

All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account:	Colusa County Treasury
Account Number:	157506724861
Name of Bank/Financial Institution:	US Bank
Address of Bank/Financial Institution:	2 S. Main Street, Colfax, CA 95713
Telephone Number of Bank/Financial Institution:	775-790-4875
Contact Person of Bank/Financial Institution:	Desiree Schmitz, VP/ desiree.schmitz@usbank.com
Bank/Financial Institution ABA Number:	121122676
State-Local Agency Name / LOA Number:	Colusa County Sheriff's Office/2023-10
E-mail Address for Agency's Financial/ Accounting Section for Transfer Notifications:	James Pastorino / jpastorino@countyofcolusa.org

Joe Garofalo, Sheriff-Coroner
Authorized Agency Representative (Name & Title)

Signature of Authorized Agency Representative

Date

Investigative Support Section (ODS)
DEA Headquarters

Attachment: Colusa Co SO 2023 Supporting Documents for LOA (8919 : Domestic Cannabis Eradication Suppression Program)

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

Attachment: Colusa Co SO 2023 Supporting Documents for LOA (8919 : Domestic Cannabis Eradication Suppression Program)

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7 th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

Check ___if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Colusa County Sheriff's Office
929 Bridge Street
Colusa, CA 95932

2. Application Number and/or Project Name

2023-10

3. Grantee IRS/Vendor Number

94-6000508

4. Typed Name and Title of Authorized Representative

Joe Garofalo, Sheriff-Coroner

5. Signature

6. Date

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ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.

2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.

3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.

5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access toand the right to examine all records, books, papers, or documents related to the grant.

7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA)list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for usein any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergove-rnmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the nondiscri-mination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

Agency Name & LOA Number: Colusa County Sheriff's Office /2023-10

Attachment: Colusa Co SO 2023 Supporting Documents for LOA (8919 : Domestic Cannabis Eradication Suppression Program)

COUNTY OF COLUSA, CA **2.20**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Treasurer**

FROM: **Cindy Dillard**

SUBJECT: **Treasurer's Monthly Investment Report**

Accept January 2023 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:

- 01_23 TREASURY REPORT (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

DATE 02.28.23
AS OF 01.31.23

	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	COUNTY PAR	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	545,564.53	0.67%	0.881%	547,904.85	545,000.00	545,000.00	06/01/23	537,980.40			
574348CC0	702,072.44	0.87%	1.075%	705,005.00	700,000.00	700,000.00	06/01/24	666,645.00			
574348CD8	704,282.18	1.02%	1.275%	707,917.00	700,000.00	700,000.00	06/01/25	646,835.00			
797299LXO	664,655.10	0.85%	3.640%	698,221.80	615,000.00	615,000.00	10/15/25	603,425.70			
260888AD4	401,414.26	0.87%	0.972%	402,096.00	400,000.00	400,000.00	06/01/26	354,260.00			
130179KW3	856,320.06	1.51%	3.181%	878,528.00	800,000.00	800,000.00	04/01/27	759,704.00			
899141BB0	676,551.22	1.18%	2.713%	693,578.75	635,000.00	635,000.00	05/01/27	590,994.50			
260888AE2	604,350.12	1.20%	1.367%	606,030.00	600,000.00	600,000.00	06/01/27	521,016.00			
971252AB7	-			-	-	1/0/1900	08/01/22	-	Matured		
971252AD3	231,079.22	0.73%	0.970%	231,729.60	230,000.00	230,000.00	08/01/24	216,772.70			
971252AH4	186,918.74	2.03%	2.220%	187,332.85	185,000.00	185,000.00	08/01/28	160,763.15			
971252AK7	268,344.34	2.38%	2.560%	268,906.10	265,000.00	265,000.00	08/01/30	224,264.20			
971252AL5	572,887.26	2.48%	2.660%	574,085.20	565,000.00	565,000.00	08/01/31	471,791.95			
797679CF2	260,997.92	2.20%	2.278%	261,175.20	260,000.00	260,000.00	03/01/28	232,419.20			
797669ZR2	3,163,333.27	2.00%	2.768%	3,188,047.50	3,025,000.00	3,025,000.00	07/01/31	2,648,478.25			
6723225N45	1,278,636.77	1.87%	2.061%	1,280,104.10	1,265,000.00	1,265,000.00	08/01/28	1,118,462.40			
38122NB35	12,266,793.16	1.87%	2.246%	12,312,952.55	12,000,000.00	12,000,000.00	06/01/29	10,398,840.00			
79739GPE0	715,151.65	2.07%	2.356%	717,276.00	700,000.00	700,000.00	07/01/31	577,444.00			
835588BC7	523,892.25	2.12%	2.088%	523,892.25	525,000.00	525,000.00	03/01/29	459,075.75			
13048VZT8	505,419.36	2.35%	2.511%	505,880.00	500,000.00	500,000.00	02/01/30	433,105.00			
13048VZU5	395,905.57	2.63%	2.661%	395,975.65	395,000.00	395,000.00	02/01/31	339,123.30			
055022AK3	1,167,642.28	2.42%	2.635%	1,168,906.00	1,150,000.00	1,150,000.00	08/01/30	998,200.00			
79770GJG2	2,048,768.72	2.21%	2.543%	2,052,020.00	2,000,000.00	2,000,000.00	08/01/30	1,707,960.00			
79739GPM2	253,647.68	2.04%	2.256%	254,220.00	250,000.00	250,000.00	07/01/30	209,375.00			
854434AH0	545,133.85	2.06%	2.340%	546,475.75	535,000.00	535,000.00	04/01/30	454,867.70			
38122ND33	1,876,660.00	3.77%	3.037%	1,876,660.00	2,000,000.00	2,000,000.00	06/01/32	1,674,860.00			
3133ENZP8*	5,475,000.00	4.90%	4.900%	5,475,000.00	5,475,000.00	5,475,000.00	06/29/32	5,325,669.38			
189344FE9	1,000,000.00	2.25%	2.250%	1,000,000.00	1,000,000.00	1,000,000.00	06/01/31	834,650.00			
3134GX2X1*	4,996,250.00	5.00%	5.017%	4,996,250.00	5,000,000.00	5,000,000.00	09/30/27	4,952,045.00			
3130AT3P0*	3,499,650.00	5.00%	5.002%	3,499,650.00	3,500,000.00	3,500,000.00	09/14/27	3,465,350.00			
3130ATD95*	4,998,000.00	4.00%	4.041%	4,998,000.00	5,000,000.00	5,000,000.00	09/28/23	4,967,065.00			
3130ATQG5*	3,750,000.00	6.13%	6.125%	3,750,000.00	3,750,000.00	3,750,000.00	11/16/27	3,747,180.00			
3133ENR77*	5,000,000.00	4.92%	4.920%	5,000,000.00	5,000,000.00	5,000,000.00	09/28/23	4,969,105.00			
3134GX4L5	5,000,000.00	5.38%	5.375%	5,000,000.00	5,000,000.00	5,000,000.00	05/01/26	5,000,000.00			
3134GY5Y4*	5,000,000.00	5.25%	5.250%	5,000,000.00	5,000,000.00	5,000,000.00	12/09/24	4,988,515.00			
3130AU4T8*	5,000,000.00	5.58%	5.580%	5,000,000.00	5,000,000.00	5,000,000.00	06/30/27	4,985,340.00			
3130AU4J0*	-			-	-	-		-	01.17.23		
3133EN6H8	5,000,000.00	5.40%	5.400%	5,000,000.00	5,000,000.00	5,000,000.00	01/18/28	4,995,740.00			
3134GYE32	5,000,000.00	5.28%	5.280%	5,000,000.00	5,000,000.00	5,000,000.00	01/27/28	5,010,715.00			
3134GYCA8*	4,999,500.00	5.20%	5.200%	4,999,500.00	5,000,000.00	5,000,000.00	01/10/25	5,003,510.00			
3134GX3R3	2,700,000.00	5.00%	5.000%	2,700,000.00	2,700,000.00	2,700,000.00	04/17/25	2,687,609.70			
Municipal Total	92,834,821.95			93,003,320.15	92,270,000.00	92,270,000.00		87,939,157.28			
Grand Total	**92,834,821.95**			**93,003,320.15**	**92,270,000.00**	**92,270,000.00**		**87,939,157.28**	-		55.5%
Interest Liability	-										
NET BOOK	92,834,821.95										
									Unrealized		
									(4,895,664.67)	Gain/Loss	

CALIFORNIA ASSET MANAGEMENT PROGRAM

		7 Day Avg	
CAMP	74,079,250.55	4.560%	44.3%

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY	
SRWSLD	66,834.55	2.421%	2.513%	
REC DIST 108	15,401.60	2.421%	2.513%	
REC DIST 1004	-	2.421%	2.513%	
COUNTY	100.00	2.421%	2.513%	
CCOE	100.00	2.421%	2.513%	
TOTAL LAIF	82,436.15			
CASH	328,764.39			0.0%
TOTAL LIQUID	74,490,451.09			0.2%
GRAND TOTAL	167,325,273.04			100.0%

44.52% Liquidity

INTEREST RECEIVED

Jan-23	808,862.51	1/31/2023	Est. 3.00%
Oct-Nov-Dec 2022	624,102.61	12/30/2022	Est. 2.25%
Jul-Aug-Sept 2022	320,816.70	9/30/2022	0.94%
April-May-June 2022	224,510.51	6/30/2022	0.60%
Jan-Feb-Mar 2022	93,696.36	3/31/2022	0.19%
Oct-Nov-Dec 2021	76,723.82	12/30/2021	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 44.49%
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

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

Attachment: 01_23 TREASURY REPORT (8833 : Treasurer's Monthly Investment Report)

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Human Resources**

FROM: **Dar Rhodes**

SUBJECT: **Side Letter Agreement to the 2019-2023 DSA MOU Addressing Work Periods Change**

Approve a Side Letter Agreement to the 2019-2023 **DSA (Deputy Sheriff's Association)** MOU establishing twelve (12) work periods, effective March 1, 2023.

Detailed Description/Background of request

With the County's new payroll software, it has become an issue having different schedules for the various groups. The Work Periods set forth in the DSA MOU are set at 13 pay periods. For more than a decade, the DSA's payroll schedule falls more and more behind. As an example, DSA employees weren't paid for any overtime or differentials worked in the month of December, until January 31, 2023. If they were on a payroll schedule consistent with the rest of the County's employee groups, all time through December 17th would have been paid on their December 30th check.

HR nor Sheriff's Office management had any issues with modifying the language in the MOU. Through the meet and confer process, DSA recently convened and voted, agreeing to make the move back to 12 pay periods, consistent with other bargaining groups to begin with the work week beginning February 26, 2023 to coincide with the March 1, 2023 effective date.

Prior Board Action

None

Fiscal Impact/Funding Source

None

Action for the Clerk

None

ATTACHMENTS:

- DSA Side Letter Agreement 2023 (DOCX)

THE COUNTY OF COLUSA
AND
THE DEPUTY SHERIFF'S ASSOCIATION

Side Letter Agreement to the 2019-2023 Memorandum of Understanding

The County of Colusa (County) and the Colusa County Deputy Sheriff's Association (DSA) collectively referred to as "the Parties", entered into a Memorandum of Understanding (MOU) which became effective October 1, 2019 and terminates by term on September 30, 2023.

The Parties now wish to modify the MOU by this Side Letter Agreement to recognize 12 (versus 13) work periods. Therefore, the Parties agree as follows:

Effective February 26, 2023 all DSA members shall work a 40 hour work week commencing at 12:00am on Sunday and ending at 11:59pm on Saturday. Employees shall be paid 1/12 of their annual salary monthly with periodic adjustments based on assignments and for any time worked in excess of 40 hours in a seven day segment.

Dated: February 28, 2023

_____	_____
Brenna Van Atta	Kent Boes, Chairperson
TITLE	Colusa County Board of Supervisors
DSA	

Attachment: DSA Side Letter Agreement 2023 (8949 : Side Letter Agreement to the 2019-2023 DSA MOU Addressing Work Periods Change)

COUNTY OF COLUSA, CA **4.1**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Auditor**

FROM: **Ann Nordyke**

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:	**February 28, 2023**
DEPARTMENT:	**Clerk Recorder/Elections**
FROM:	**Cristy Edwards**
SUBJECT:	**Approve permanent public business hour change for Clerk Recorder Elections Office**

Approve permanent public business hour change for Clerk Recorder Elections Office and provide direction to County Counsel to prepare County Code Amendment.

Detailed Description/Background of request

The original request was made for a medical emergency of a two week period and for training purposes. The referenced medical procedure has now been re-scheduled for March, however there was an additional medical emergency and a different employee is currently out, and has been for two weeks.

I am now requesting a permanent office hour change from 7am - 12pm, closed for lunch, and re-open from 1pm -2:00 pm. for regular periods and extending business public hours during election filing periods until 5pm. This request is based on the time study my office has done and the observation of an increase in efficiency of productivity. Currently staff is in training, and with the new hire anticipated, will be in training for quite some time. Most of the counter work helping the public is requiring two people for every transaction. One to train, and one to learn. Condensing business hours has really helped with that process. There is still time at the beginning of the day, and again after closing to the public for staff to process mail, index, scan, update voter registration, compile state mandated reports and do the back of the house work. We also have time for training and meetings after the office has closed to the public. Our office procedures include reconciling and making our deposits the same day which is helping decrease staff OT, with staff staying after hours for these purposes. Requests for time off have dropped 90%, because staff are making appointments after their work day has concluded. We have had zero complaints by the public and do offer after hour appointments for highly pressing matters. We will also change our hours during election cycles to stay open until 5 pm for all Campaign filers.

Public contacts include: Recording, Record Searches, Copies, Issuing Marriage Licenses, Performing Marriage Ceremony, Issuing copies of birth certificates, marriage licenses, death certificates, Filing Oaths of Office, Filing form 700's Filing Fictitious Business Name Statements, Military Discharge Copy, Registration of Voters

7:00 - 8:30 8 public contacts

8:30-12:00 155 public contacts
12:00 - 1:00 5 public contacts

Chapter 2-3 of the Colusa County Code, states: "The county clerk-recorder's office shall be open to the public for the transaction of business from eight-thirty a.m. to four p.m. on Monday through Friday of each week, holidays excepted." therefore, it is necessary that an ordinance be prepared to reflect these new hours, should the Board choose to make this a permanent change.

Prior Board Action
Board approved emergency hour change January 31, 2023

Fiscal Impact/Funding Source

None, however improved efficiency and employee retention are big assets.

Action for the Clerk

COUNTY OF COLUSA, CA **6.1**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Assessor**

FROM: **Ann Nordyke**

SUBJECT: **Posting Annual Assessment Value Notices Online**

Per Revenue and Taxation Code Article 6: Section 621 authorize the Assessor to post Annual Assessment Value notices via the Assessor's Internet Web site.

Detailed Description/Background of request

Article 6; Section 619 of the Revenue and Taxation Code mandates the Assessor inform each assesse of real property on the local secured roll whose property's full value has increased over its full value for the prior year of the assessed value of that property as it shall appear on the completed local roll. Article 6; Section 621 gives the Assessor the ability, with the approval of the Board of Supervisors, to post such value notices referenced above via the Assessor's Internet Web site.

The process of mailing notices is costly and inefficient. Once the roll has been completed staff prints approximately 4,000 to 5,000 notices for properties such as the Williamson Act, Proposition 8, ownership changes and notices in which new construction took place the prior year. Notices are not required for properties in which there was no change other than the annual inflation rate. Staff then spends the next week preparing the envelopes to be mailed out to taxpayers, as required by section 619.

As a matter of courtesy, the Assessor's office already posts annual value notices on the County website by working with Parcelquest, a private vendor that utilizes data from our department. The Assessor has coordinated with Parcelquest to add a link to our website which enables the taxpayer to see their annual value notice quickly and efficiently and also gives the taxpayer the ability to see other features such as physical characteristics, ownership data and sale history of the subject property if so desired. It is our desire to discontinue the tedious and methodical practice of manually sending out paper value notices, and therefore we need the Board's authorization to discontinue that practice and rely solely on the website posting.

There would be a small reduction to our expense account if the request is approved; however, the main objective with this request is to allow the employees to continue working on other duties but yet remain in compliance with section 619.

Prior Board Action

No prior action taken.

Fiscal Impact/Funding Source

There will be no additional fiscal impact to the General Fund. As it currently stands, the Assessor's Office sends out approximately 4,000 to 5,000 value notices once the roll is completed. Below are some of the expenses incurred that will be saved by no longer sending out annual notices.

Labor	40 - 50 hours total staff time	21.45/hour	$850 - $1,073
Stamps	4,000 - 5,000	.50/stamp	$2,000 - $2,500
Envelopes	4,000 - 5,000	$40/box	$160 - $200
Paper & Printing	4,000 - 5,000		$240 - $300
Total			$3,250 - $4,073

Action for the Clerk

None.

ATTACHMENTS:

- R&T 619 (PDF)
- R&T 621 (PDF)



REVENUE AND TAXATION CODE - RTC

DIVISION 1. PROPERTY TAXATION [50 - 5911] *(Division 1 enacted by Stats. 1939, Ch. 154.)*

PART 2. ASSESSMENT [201 - 1367] *(Part 2 enacted by Stats. 1939, Ch. 154.)*

CHAPTER 3. Assessment Generally [401 - 681] *(Chapter 3 enacted by Stats. 1939, Ch. 154.)*

ARTICLE 6. Assessment Roll [601 - 623] *(Article 6 enacted by Stats. 1939, Ch. 154.)*

619. (a) Except as provided in subdivision (f), the assessor shall, upon or prior to completion of the local roll, do either of the following:

(1) Inform each assessee of real property on the local secured roll whose property's full value has increased over its full value for the prior year of the assessed value of that property as it shall appear on the completed local roll.

(2) Inform each assessee of real property on the local secured roll, or each assessee on the local secured roll and each assessee on the unsecured roll, of the assessed value of his or her real property or of both his or her real and his or her personal property as it shall appear on the completed local roll.

(b) The information given by the assessor to the assessee pursuant to paragraph (1) or (2) of subdivision (a) shall include a notification of hearings by the county board of equalization, which shall include the period during which assessment protests will be accepted and the place where they may be filed. The information shall also include an explanation of the stipulation procedure set forth in Section 1607 and the manner in which the assessee may request use of this procedure.

(c) In the case of an increase in a property's full value that is determined pursuant to paragraph (1) of subdivision (a) over the property's full value determined for the prior year in accordance with paragraph (2) of subdivision (a) of Section 51, the information shall also include the base year value of the property, compounded annually from the base year to the current year by the appropriate inflation factors.

(d) The information shall be furnished by the assessor to the assessee by regular United States mail directed to him or her at his or her latest address known to the assessor. The assessor may choose to accept a written request from the assessee to provide the information by electronic mail in lieu of by regular United States mail.

(e) Neither the failure of the assessee to receive the information nor the failure of the assessor to so inform the assessee shall in any way affect the validity of any assessment or the validity of any taxes levied pursuant thereto.

(f) This section shall not apply to annual increases in the valuation of property which reflect the inflation rate, not to exceed 2 percent, pursuant to the authority of subdivision (b) of Section 2 of Article XIII A of the California Constitution, for purposes of property tax limitation determinations.

(g) This section does not apply to increases in assessed value caused solely by changes in the assessment ratio provided for in Section 401.

(h) This section shall become operative on January 1, 1999.

(Amended by Stats. 2010, Ch. 185, Sec. 4. (SB 1493) Effective January 1, 2011.)

Attachment: R&T 619 (8930 : Post Assessment Value Notices Online)



REVENUE AND TAXATION CODE - RTC

DIVISION 1. PROPERTY TAXATION [50 - 5911] *(Division 1 enacted by Stats. 1939, Ch. 154.)*

PART 2. ASSESSMENT [201 - 1367] *(Part 2 enacted by Stats. 1939, Ch. 154.)*

CHAPTER 3. Assessment Generally [401 - 681] *(Chapter 3 enacted by Stats. 1939, Ch. 154.)*

ARTICLE 6. Assessment Roll [601 - 623] *(Article 6 enacted by Stats. 1939, Ch. 154.)*

621. In any county the assessor, with the approval of the board of supervisors, may give the information required by Section 619, and similar information with reference to personal property, as an alternative to giving the information by United States mail, by having published lists of assessments in newspapers, or by posting the information to the assessor's Internet Web site, or any combination of the above. In counties of more than 4 million population and counties of more than 1 million population, as determined by the July 1, 1965, Department of Finance revised estimate, which are contiguous to a county with more than 4 million population, the assessor, with the approval of the board of supervisors, may divide the county into publication areas not to exceed five in number. Within such areas the assessment listing may be grouped by assessment map books, by post office zones or by such other arrangements as may be determined by the assessor as most likely to give notice to assessees and as practicable for publication in local newspapers. The complete assessment data of one such area may be printed in one year, and for other areas in successive years as directed by him or her until the full county is covered. Each year at least all changes of assessment listings for all the areas shall be printed, together with a notice that no changes were made with regard to properties not on the list of changes, so that all changes will be on a current basis for the entire county. Newspapers for the publications shall be selected as they are for publication of the delinquent tax lists and the rate paid for the advertising shall be the same.

Neither the failure of the assessee to receive this information nor the failure of the assessor to so inform the assessee shall in any way affect the validity of any assessment or the validity of any taxes levied pursuant thereto.

(Amended by Stats. 2010, Ch. 185, Sec. 5. (SB 1493) Effective January 1, 2011.)

Attachment: R&T 621 (8930 : Post Assessment Value Notices Online)

COUNTY OF COLUSA, CA **7.1**

Request For County Board of Supervisors Action

MEETING DATE:	**February 28, 2023**
DEPARTMENT:	**Cooperative Extension**
FROM:	**Franz Niederholzer**
SUBJECT:	**Board of Supervisors resolution supporting a request for stop-gap (1-2 year) state funding for Nickels Soil Lab in Arbuckle.**

Adopt a Resolution supporting short-term state funding for the Nickels Soil Lab in Arbuckle.

Detailed Description/Background of request
Nickels Soil Lab in Arbuckle supports local nut crop growers with research and outreach. After several years of drought, high input costs and lower nut costs, the facility needs external funding to bridge the current income gap before improved yield from new blocks (and hopefully higher nut prices) kicks in.

Prior Board Action
None

Fiscal Impact/Funding Source
None

Action for the Clerk Provide copy of approved resolution (if approved) to Nickels trustees.

ATTACHMENTS:

- Draft_Resolution for.NSL BOS_2.3.2023 (DOCX)

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS SUPPORTING USE OF STATE OF CALIFORNIA FUNDS TO SUPPORT THE NICKELS SOIL LAB

WHEREAS, the Nickels Soil Lab, a self-funded, non-profit farm in Arbuckle, CA operated by the Leslie J. Nickels Testamentary Trust in cooperation with the University of California Division of Agriculture and Natural Resources and the Colusa County Water District has provided free research sites for University of California and USDA researchers for more than 40 years, contributing valuable, practical research results to improve almond and walnut production, grower income and community prosperity,

WHEREAS, research at the Nickels Soil Lab has contributed significantly to the efficient use of resources (such as water and nutrients) in orchards of the region and state thereby helping to maintain/improve surface and ground water quality,

WHEREAS, the current and unprecedented trifecta of low nut prices, drought, and high input costs brought on by war and pestilence produced the economic crisis facing many Colusa County farmers,

WHEREAS, managing multiple, independent research orchards increases production costs at Nickels Soils Lab by 25% above commercial orchards in the region,

WHEREAS, the Nickels Soil Lab needs significant funds to recover and rebound from the impact of three years of low nut pricing and rising costs,

WHEREAS, the Nickels Trust has invested in new orchards and irrigation infrastructure in the last 10 years that will provide greater income in 2-3 years, and

WHEREAS, Colusa County tree crop growers and the local economy they support would benefit from the continued fiscal health of the Nickels Soils Lab,

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Board of Supervisors strongly supports short-term investment by the State of California in the Nickels Soil Lab in the form of stop gap funding for one to two years.

PASSED AND ADOPTED this _____ day of _____, ____ by the following vote:

AYES:

NOES:

ABSENT:

_____

Kent S. Boes, Board Chair

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

Attachment: Draft_Resolution for.NSL BOS_2.3.2023 [Revision 1] (8939 : BOS support for request for state funding for Nickels Trust)

By _____, Deputy

APPROVED AS TO FORM:

_____
Richard Stout, County Counsel

Attachment: Draft_Resolution for.NSL BOS_2.3.2023 [Revision 1] (8939 : BOS support for request for state funding for Nickels Trust)

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **County Administrative Office**

FROM: **Kaline Moore**

SUBJECT: **Revenue and Appropriations Inter-Budget Adjustments FY22/23**

Approve FY22/23 Revenue and Appropriations Inter-Budget Adjustment No.'s IB010 (corrected); IB017 - IB020. **(4/5 vote required)**

Detailed Description/Background of request

Increase/Decrease Revenue and Appropriations to recognize additional revenues received; use fund balances to cover unanticipated expenditures and/or reallocate expenditures. Department Heads and/or their fiscal staff will be present to address any adjustments that the Board may have questions about.

See Budget Adjustment ledger below for summary details or IB010; IB017- IB020 forms attached for full details.

Inter-Budget Ledger - FY2022/23	Fund	Object	Dept	Amount	
Senior Nutrition	005	45562	833	86,200.00	IB-010
Senior Nutrition	005	57099	833	20,000.00	Correction
Senior Nutrition	005	57199	833	65,000.00	
Senior Nutrition	005	53230	833	1,150.00	
Senior Nutrition	005	53090	833	50.00	
District Attorney	001	47957	516	29,637.06	IB-017
District Attorney	001	47910	516	1,000.00	
District Attorney	001	57199	516	30,637.06	
DNA Identification-Prop 69	144	31960	000	25,000.00	IB-018
Animal Control	001	47951	577	5,000.00	
Animal Control	001	48030	577	(5,000.00)	
Sheriff	001	45545	521	16,713.35	
Sheriff	001	45470	521	7,128.25	
Sheriff	001	45629	521	2,816.07	
Sheriff	001	48012	521	275.00	
Sheriff	001	46754	521	7,299.79	
Communications	001	46754	520	1,716.41	
PSPS Grant	146	31960	0000	390.00	
DNA Identification-Prop 69	144	53180	144	25,000.00	
Sheriff	001	51010	521	14,302.41	
Sheriff	001	51012	521	12,347.39	
Sheriff	001	51022	521	930.91	
Sheriff	001	53180	521	5,275.00	
Sheriff	001	53250	521	1,376.75	
Communications	001	51010	520	1,716.41	
PSPS Grant	146	57199	146	390.00	
Victim Witness	001	31960	000	15,836.00	IB-019
Victim Witness	001	51010	536	(9,000.00)	
Victim Witness	001	51021	536	(6,836.00)	
Animal Control	001	47951	577	250,000.00	IB-020
Jail	001	45534	534	4,770.54	
Animal Control	001	57199	577	58,681.00	
Animal Control	001	53120	577	1,000.00	
Animal Control	001	53230	577	14,911.00	
Animal Control	001	51012	577	23,500.00	
Animal Control	001	51022	577	1,798.00	
Animal Control	001	53253	577	11,000.00	
Animal Control	001	53090	577	100.00	
Animal Control	001	53180	577	139,010.00	
Jail	001	53120	534	4,770.54	

Prior Board Action

None

Fiscal Impact/Funding Source
See detailed report on the attached adjustment forms

Action for the Clerk
None

ATTACHMENTS:

- IB010 - corrected (PDF)
- IB017 - IB020 forms (PDF)

Colusa County Board of Supervisors | Agenda Request

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: DHHS

Submitted By: Debra Hickel

Digitally signed by Debra Hickel
Date: 2023.01.17 13:09:53 -08'00'

Explanation: Senior Nutrition has received an unexpected State grant to purchase items for their Senior Meals Program. These items were not placed in the original budget and therefore an adjustment is needed. Fixed assets include, 1 vehicle; computers & kitchen equipment (salad bars, freezer & refrigerator)
*Wrong object code was used on 2/14/23 agenda request.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
005	45562*	833	Mello-Granlund Grant	$ 0.00	$ 86,200.00	$ 86,200.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 86,200.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
005	57099	833	FIXED ASSETS <$5,000	$ 0.00	20000	$ 20,000.00
005	57199	833	FIXED ASSETS >$5,000	$ 0.00	65000	$ 65,000.00
005	53230	833	SPECIAL DEPARTMENT EXPENSES	$ 520.00	1670	$ 1,150.00
005	53090	833	HOUSEHOLD EXPENSE	$ 1,400.00	1450.00	$ 50.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 86,200.00

Fiscal Year: 2022/23
Board Date: 2/28/2023

Inter-Budget Log #: IB- 010
OpenGov Amendment #:

Attachment: IB010 - corrected (8935 : FY22/23 Inter-Budgets)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: District Attorney

Submitted By: Kaline M Moore

Digitally signed by Kaline M Moore
DN: cn=Kaline M Moore, o=County of Colusa, ou=CAO, email=kmoore@countyofcolusa.org, c=US
Date: 2023.02.10 09:53:44 -08'00'

Explanation: To recognize Insurance & Salvage proceeds for the replacement of the District Attorney's vehicle that was totaled.
The exact amount of salvage isn't known at this time. However the last explorer we salvaged earned over $2,000.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
001	47957	516	Insurance Proceeds	$ 0.00	$ 29,637.06	$ 29,637.06
001	47910	516	Sale of Fixed Asset	$ 0.00	$ 1,000.00	$ 1,000.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 30,637.06

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
001	57199	516	Fixed Asset >$5,000	$ 0.00	$ 30,637.06	$ 30,637.06
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 30,637.06

Fiscal Year: 2022-23
Board Date: 2/28/2023

Inter-Budget Log #: IB- 017
OpenGov Amendment #:

Attachment: IB017 - IB020 forms (8935 : FY22/23 Inter-Budgets)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Sheriff

Submitted By: James Pastorino

Digitally signed by James Pastorino
DN: cn=James Pastorino, o=colusa county, ou=sheriff, email=jpastorino@countyofcolusa.com, c=US
Date: 2023.02.13 14:45:54 -08'00'

Explanation: Increase FY 22/23 revenue and appropriations for Salaries, OASDI, Overtime, Professional Services and Travel reimbursed by S.A.F.E Grant, DEA Grant, USFS Contract, Miscellaneous Revenue and Tobacco Grant with revenue received and anticipated reimbursement revenue. Requesting to use fund balance from SRF 144 to provide funding for DNA testing. Requesting to recognize grant revenue in Animal Control budget 577 to offset budgeted amount of $5,000 budgeted in Transfers in from SRF 136. Requesting to use fund balance from SRF 146 for programming of Portable Radios.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
144	31960	000	Fund Reserve Balance	$ 0.00	$ 25,000.00	$ 25,000.00
001	47951	577	Miscellaneous Grant Outside Source	$ 0.00	$ 5,000.00	$ 5,000.00
001	48030	577	Transfers In	$ 140,161.00	$ 135,161.00	-$ 5,000.00
001	45545	521	Tobacco Grant Program	$ 20,000.00	$ 36,713.35	$ 16,713.35
001	45470	521	State Grant Award	$ 0.00	$ 7,128.25	$ 7,128.25
001	45629	521	DEA- Grant Marijuana Eradication	$ 0.00	$ 2,816.07	$ 2,816.07
001	48012	521	Miscellaneous Reimbursement	$ 0.00	$ 275.00	$ 275.00
001	46754	521	Law Enforcement Mendocno	$ 0.00	$ 7,299.79	$ 7,299.79
001	46754	520	Law Enforcement Mendocno	$ 0.00	$ 1,716.41	$ 1,716.41
146	31960	000	Fund Reserve Balance	$ 0.00	$ 390.00	$ 390.00
						$ 0.00
						$ 0.00
					Total	$ 61,338.87

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
144	53180	144	Professional/Specialized Services	$ 0.00	$ 25,000.00	$ 25,000.00
001	51010	521	Salaries & Wages	$ 2,455,536.00	$ 2,469,838.41	$ 14,302.41
001	51012	521	Overtime	$ 77,868.00	$ 90,215.39	$ 12,347.39
001	51022	521	OASDI	$ 238,502.00	$ 239,432.91	$ 930.91
001	53180	521	Professional / Special Services	$ 31,417.00	$ 36,692.00	$ 5,275.00
001	53250	521	Travel	$ 6,000.00	$ 7,376.75	$ 1,376.75
001	51010	520	Salaries & Wages	$ 337,173.00	$ 338,889.41	$ 1,716.41
146	57199	146	Fixed Assets >$5,000	$ 0.00	$ 390.00	$ 390.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 61,338.87

Fiscal Year: 2022-23

Board Date: 2/28/2023

Inter-Budget Log #: IB- 018

OpenGov Amendment #:

Attachment: IB017 - IB020 forms (8935 : FY22/23 Inter-Budgets)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: District Attorney-VW

Submitted By: Devin Kelley Digitally signed by Devin Kelley Date: 2023.02.16 11:08:44 -08'00'

Explanation: To reduce the general fund contribution to the Victim Witness program to zero.

*Current Amt. Budgeted from B-23063 submitted 2-16-23.

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 0.00

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	31960	000	Fund Balance	$ 0.00	15836	$ 15,836.00
						$ 0.00
001	51010	536	Salaries & Wages*	$ 134,019.00	125019	-$ 9,000.00
001	51021	536	Retirement	$ 54,930.00	48094	-$ 6,836.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 0.00

Fiscal Year: 2022/23

Board Date: 2/28/2023

Inter-Budget Log #: IB- 019

OpenGov Amendment #:

Attachment: IB017 - IB020 forms (8935 : FY22/23 Inter-Budgets)

Colusa County Board of Supervisors **Agenda Request**

INTER-BUDGET ADJUSTMENT

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

Department Name: Sheriff - Various

Submitted By: James Pastorino

Digitally signed by James Pastorino
DN: cn=James Pastorino, o=colusa county, ou=sheriff, email=jpastorino@countyofcolusa.com, c=US
Date: 2023.02.16 13:29:29 -08'00'

Explanation: 577 - Increase FY 22/23 revenue and appropriations below with BOS approved Grant revenue from UC Davis, contract number C23-014, agreement number A71682;Project 7472 for Animal Control.
534 - Jail - Inmate Housing reimbursement Executive Order N-08-21.
*Current Amt Budgeted figure from IB-018
**Current Amt Budgeted figure from B-23062

TO INCREASE (DECREASE) REVENUE

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	47951	577	Misc Grant - Outside Source*	$ 5,000.00	$ 255,000.00	$ 250,000.00
001	45534	534	Inmate Housing Reimbursement	$ 0.00	$ 4,770.54	$ 4,770.54
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 254,770.54

TO INCREASE (DECREASE) APPROPRIATIONS

FUND NUMBER	OBJECT CODE	DEPT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
001	57199	577	Fixed Assets >$5,000	$ 80,000.00	$ 138,681.00	$ 58,681.00
001	53120	577	Maintenance of Equipment	$ 2,535.00	$ 3,535.00	$ 1,000.00
001	53230	577	Special Department Expenses	$ 7,150.00	$ 22,061.00	$ 14,911.00
001	51012	577	Overtime	$ 0.00	$ 23,500.00	$ 23,500.00
001	51022	577	OASDI	$ 12,177.00	$ 13,975.00	$ 1,798.00
001	53253	577	Fuel County Vehicles	$ 3,200.00	$ 14,200.00	$ 11,000.00
001	53090	577	Household Expenses	$ 2,500.00	$ 2,600.00	$ 100.00
001	53180	577	Professional Services	$ 18,280.00	$ 157,290.00	$ 139,010.00
001	53120	534	Maintenance of Equipment**	$ 14,992.00	$ 19,762.54	$ 4,770.54
						$ 0.00
						$ 0.00
						$ 0.00
					Total	$ 254,770.54

Fiscal Year: 2022/23
Board Date: 2/28/2023

Inter-Budget Log #: IB- 020
OpenGov Amendment #:

Attachment: IB017 - IB020 forms (8935 : FY22/23 Inter-Budgets)

COUNTY OF COLUSA, CA

9.1

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

DEPARTMENT: **Board of Supervisors**

FROM: **Melissa Kitts**

SUBJECT: **Department of Alcoholic Beverage Control Designation**

Consider Designation of Authority to make determinations of Public Convenience or Necessity (PCN) for persons or premises applying for an Alcoholic Beverage Control (ABC) license.

Detailed Description/Background of request

The Board recently received correspondence from the Department of Alcoholic Beverage Control (ABC) requesting the Board confirm the process they desire to utilize in consideration of applications for licenses.

The ABC is requesting that the Board of Supervisors make a designation of one of the following:

1) The Board of Supervisors of Colusa County will make determinations of Public Convenience or Necessity for persons/premises applying for an ABC license; or

2) The Board of Supervisors of Colusa County will designate a subordinate officer or body to make determinations of Public Convenience or Necessity for persons/premises applying for an ABC license; or

3) The County of Colusa declines to make determinations of Public Convenience or Necessity for persons/premises applying for an ABC license. Under this circumstance, determinations for Public Convenience or Necessity will revert to the Department of Alcoholic Beverage Control.

Current process is that the Board of Supervisors makes the determinations; however, staff wanted to confirm that is the process you desire to continue using.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send determination to the ABC at Department of Alcoholic Beverage Control, 3927 Lennane Drive, Suite 100, Sacramento, CA 95834.

ATTACHMENTS:

- 01-31-23 Department of ABC - Public Convenience or Necessity (PDF)

STATE OF CALIFORNIA — BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY Gavin Newsom, Governor

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500

RECEIVED
FEB 03 2023
COUNTY OF COLUSA
BOARD OF SUPERVISORS

January 31, 2023

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

RE: Public Convenience or Necessity
23958.4 CA Business & Professions Code
Designation of Subordinate Officer or Body

To Whom It May Concern:

Pursuant to Section 23958 of the California Business and Professions Code (BPC), the Department of Alcoholic Beverage Control (ABC) shall deny an application for a license if issuance would result in or add to an undue concentration of licenses. Section 23958.4 BPC defines what constitutes an "undue concentration" of ABC licenses.

Section 23958.4 further states, with respect to certain license types, e.g., off-sale (types 20,21), public premises (types 42,48), and certain club-type licenses (types 50,51,57), *the Department may issue said licenses if the local governing body, or its designated subordinate officer or body, determines that issuance of the license would serve a public convenience or necessity (PCN)*.

In accordance with the above, the Department of Alcoholic Beverage Control (ABC) is requesting that the local governing body for each jurisdiction complete the applicable section below. With this information the Department will be able to assist our customers with the Public Convenience or Necessity (PCN) process, including but not limited to, which entity to contact for a PCN determination. Please complete one of the below sections and return to the Department of Alcoholic Beverage Control (ABC) so our records may be updated with current information.

☐ The City Council or Board of Supervisors of the City/County of _____ will make determinations of Public Convenience or Necessity (PCN) for persons/premises applying for an ABC license.

☐ The City Council or Board of Supervisors of the City/County of _____ has designated the following subordinate officer or body to make determinations of Public Convenience or Necessity (PCN) for persons/premises applying for an ABC license.

_____

Attachment: 01-31-23 Department of ABC - Public Convenience or Necessity (8925 : Department of Alcoholic Beverage Control Designation)

☐ The City/County of _____ has declined to make determinations of Public Convenience or Necessity (PCN) for persons/premises applying for an ABC license. Under this circumstance, determinations for Public Convenience or Necessity (PCN) will revert to the Department of Alcoholic Beverage Control (ABC).

Pursuant to Section 23958.4 BPC, if the local governing body, or its designated subordinate officer or body, does not make a determination of Public Convenience or Necessity (PCN) within a period of 90 days, then the authority to make the determination will revert to the Department of Alcoholic Beverage Control (ABC).

Please contact us if you have any questions or concerns.

Sincerely,

Jennifer Weston
Licensing Manager

Enclosure: 23958 & 23958.4 B.P.

Attachment: 01-31-23 Department of ABC - Public Convenience or Necessity (8925 : Department of Alcoholic Beverage Control Designation)

Business & Profession Code § 23958

Upon receipt of an application for a license or for a transfer of a license and the applicable fee, the department shall make a thorough investigation to determine whether the applicant and the premises for which a license is applied qualify for a license and whether the provisions of this division have been complied with, and shall investigate all matters connected therewith which may affect the public welfare and morals. The department shall deny an application for a license or for a transfer of a license if either the applicant or the premises for which a license is applied do not qualify for a license under this division.

The department further shall deny an application for a license if issuance of that license would tend to create a law enforcement problem, or if issuance would result in or add to an undue concentration of licenses, except as provided in Section 23958.4.

Business & Profession Code § 23958.4

(a) For purposes of Section 23958, "undue concentration" means the case in which the applicant premises for an original or premises-to-premises transfer of any retail license are located in an area where any of the following conditions exist:

(1) The applicant premises are located in a crime reporting district that has a 20 percent greater number of reported crimes, as defined in subdivision (c), than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency.

(2) As to on-sale retail license applications, the ratio of on-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of on-sale retail licenses to population in the county in which the applicant premises are located.

(3) As to off-sale retail license applications, the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of off-sale retail licenses to population in the county in which the applicant premises are located.

(b) Notwithstanding Section 23958, the department may issue a license as follows:

(1) With respect to a nonretail license, a retail on-sale bona fide eating place license, a retail license issued for a hotel, motel, or other lodging establishment, as defined in subdivision (b) of Section 25503.16, a retail license issued in conjunction with a beer manufacturer's license, or a winegrower's license, if the applicant shows that public convenience or necessity would be served by the issuance.

(2) With respect to any other license, if the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. The 90-day period shall commence upon receipt by the local governing body of (A) notification by the department of an application for licensure, or (B) a completed application according to local requirements, if any, whichever is later.

If the local governing body, or its designated subordinate officer or body, does not make a determination within the 90-day period, then the department may issue a license if the applicant shows the department that public convenience or necessity would be served by the issuance. In making its determination, the department shall not attribute any weight to the failure of the local governing body, or its designated

Attachment: 01-31-23 Department of ABC - Public Convenience or Necessity (8925 : Department of Alcoholic Beverage Control Designation)

subordinate officer or body, to make a determination regarding public convenience or necessity within the 90-day period.

(c) For purposes of this section, the following definitions shall apply:

(1) "Reporting districts" means geographical areas within the boundaries of a single governmental entity (city or the unincorporated area of a county) that are identified by the local law enforcement agency in the compilation and maintenance of statistical information on reported crimes and arrests.

(2) "Reported crimes" means the most recent yearly compilation by the local law enforcement agency of reported offenses of criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny, theft, and motor vehicle theft, combined with all arrests for other crimes, both felonies and misdemeanors, except traffic citations.

(3) "Population within the census tract or census division" means the population as determined by the most recent United States decennial or special census. The population determination shall not operate to prevent an applicant from establishing that an increase of resident population has occurred within the census tract or census division.

(4) "Population in the county" shall be determined by the annual population estimate for California counties published by the Population Research Unit of the Department of Finance.

(5) "Retail licenses" shall include the following:

(A) Off-sale retail licenses: Type 20 (off-sale beer and wine) and Type 21 (off-sale general).

(B) On-sale retail licenses: All retail on-sale licenses, except Type 43 (on-sale beer and wine for train), Type 44 (on-sale beer and wine for fishing party boat), Type 45 (on-sale beer and wine for boat), Type 46 (on-sale beer and wine for airplane), Type 53 (on-sale general for train and sleeping car), Type 54 (on-sale general for boat), Type 55 (on-sale general for airplane), Type 56 (on-sale general for vessels of more than 1,000 tons burden), and Type 62 (on-sale general bona fide public eating place intermittent dockside license for vessels of more than 15,000 tons displacement).

(6) A "premises-to-premises transfer" refers to each license being separate and distinct, and transferable upon approval of the department.

(d) For purposes of this section, the number of retail licenses in the county shall be established by the department on an annual basis.

(e) The enactment of this section shall not affect any existing rights of any holder of a retail license issued before April 29, 1992, whose premises were destroyed or rendered unusable as a result of the civil disturbances occurring in Los Angeles from April 29 to May 2, 1992, to reopen and operate those licensed premises.

(f) This section shall not apply if the premises have been licensed and operated with the same type license within 90 days of the application.

Attachment: 01-31-23 Department of ABC - Public Convenience or Necessity (8925 : Department of Alcoholic Beverage Control Designation)

COUNTY OF COLUSA, CA **12.1**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

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 **12.2**

Request For County Board of Supervisors Action

MEETING DATE: **February 28, 2023**

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