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

County of Colusa
Wendy G. Tyler, CAO/Clerk to the Board of Supervisors/Risk Manager
Ann Nordyke, Chief Deputy Clerk
Patricia Rodriguez, Deputy Clerk
Melissa Kitts, Deputy Clerk
(530) 458-0508/0509/0735
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COLUSA COUNTY
Board of Supervisors

Agenda

February 16, 2021

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: Those who are in a high risk category for severe illness from COVID-19 who need a reasonable accommodation to participate in the meeting via teleconference, pursuant to the Governor's Executive Order N-29-20 dated March 17, 2020 may use teleconferencing as follows:.

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

Phone: **1-916-246-0723**
Toll-Free: **1-800-356-8278**
Conference Code: **401978** **(Please mute your phone when you are not speaking)**
DO NOT PUT YOUR PHONE ON HOLD

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.

If you are attending via teleconference and would like to participate in the Public Comment portion of the meeting, or comment on a specific agenda item you can do so by **texting 530-501-3309** with your NAME and the Clerk will notify the Chair that you would like to comment. **Please wait for the Chair to recognize you before speaking**. *Remember to unmute your phone to speak.*

9:00 a.m. CALL TO ORDER
- Opening Prayer - Pledge of Allegiance
- Period of Public Comment
- Announcement of February 2, 2021 Closed Session
- Announcement of Closed Session

I. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH
1. Update on the COVID-19 Pandemic.

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

CONSENT AGENDA

Approve Consent Agenda Item No.'s 1 through 14.

1. BOARD OF SUPERVISORS
Approve the February 2, 2021 Board of Supervisors meeting minutes.

2. TREASURER
Accept January 2021 Treasury Monthly Investment Report as presented.

3. APPOINTMENT/FISH & GAME COMMISSION
Reappoint David Kalfsbeek (Dist. 3) and Harry Petersen (Dist. 4) to the Colusa County Fish and Game Commission effective January 4, 2021 through January 6, 2025. Further, correct District I and 5 terms to coincide with their District Supervisor terms. **(Applications Received: David Kalfsbeek and Harry Peterson)**

4. AG COMMISSIONER
Approve Standard Agreement (Number 20-0968-000-SA) with the **California Department of Food and Agriculture** for noxious weed control and abatement, effective January 15, 2021.

5. BEHAVIORAL HEALTH
Approve Sub-Agreement with **Glenn County**, through its Colusa-Glenn-Trinity Community Action Partnership for the Distribution of California Emergency Solutions and Housing Grant (CESH), effective May 29, 2020.

6. PURCHASING AND PROCUREMENT/IT
Approve second modification to **Frontier Communications** contract C14-049 to upgrade network services, effective January 1, 2021, and authorize Purchasing Agent to sign all necessary documents.

7. PURCHASING AND PROCUREMENT/AIRPORT
Adopt plans, specifications and working details for Request for Bids to crack fill, slurry seal and re-mark Runway 13-31 located at the Colusa County Airport, 2915 Highway 20, Colusa, CA.

8. PUBLIC WORKS/ROAD DEPARTMENT
Ratify Change Order No.'s 1 and 2 with **Teichert Construction** for construction on Hillgate Road.

9. SHERIFF
Approve Cooperative Law Enforcement agreement No. 21-LE-11051360-013, between the County through its Sheriff's Office and the **USDA, Forest Service Mendocino National Forest**, subject to subsequent Board approval of exhibits to the Agreement.

10. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Approve Fifth Modification to Contract C16-197 with **Restpadd Inc.** for hospital-based psychiatric inpatient services, effective January 1, 2021.

11. APPOINTMENT/PRINCETON CEMETERY DISTRICT
Reappoint Marie Clare to the Princeton Cemetery District effective January 10, 2021 through January 9, 2025. **(Application received: Marie Clare**)

12. HUMAN RESOURCES/PERSONNEL
Revisit Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

13. PURCHASING AND PROCUREMENT
Approve Open-End (Equity) Lease Rate Quote numbers: 4895151, 4895153, 4895202, 4895266, 4895287 and 4895298 with Enterprise Fleet Management for 7 vehicles for the Behavioral Health Department, and authorize Purchasing Agent to sign

14. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH
Adopt a Resolution declaring seven vehicles from the Behavioral Health Department as surplus county property and authorize the Purchasing Agent to dispose of same.

END OF CONSENT AGENDA

IV. HUMAN RESOURCES/DISTRICT ATTORNEY

1. Approve a Step 6 appointment for Nathan Hutson, District Attorney Investigator, PFT, DSS Range 27, Step 6, $6,607 per month, conditioned upon successful background check completion and effective his date of hire. **(4/5th vote required)**

2. Adopt amended Policy No. 308 - Medical and Family Leave Policy, effective January 1, 2021.

V. AUDITOR

1. Approve Special Claims.

VI. AG COMMISSION/AIR POLLUTION CONTROL

1. **SITTING AS THE AIR POLLUTION CONTROL DISTRICT**
Adopt a Resolution of the Governing Board of the Colusa County Air

Pollution Control District Approving and Authorizing the Application to Administer The Carl Moyer Program and the Moyer Rural Assistance Program.

VII. ASSESSOR

SITTING AS THE BOARD OF EQUALIZATION

1. Approve Stipulation Agreements with Remsun LLC for changed valuation in property assessment for Application No.'s 21-02, year 17/18; 21-03, year 18/19; and 21-04, year 20/21.

2. **SITTING AS THE BOARD OF EQUALIZATION**
   Consider applicant Olam Tomato Processing Inc.'s second request for a continuance of the Assessment Appeal Hearing scheduled for March 2, 2021 under Application No. 20-06, APN 017-090-062-000.

VIII. COMMUNITY DEVELOPMENT DEPARTMENT/PLANNING & BUILDING

1. Adoption by title only of a proposed Ordinance amending Section 11-7.7 of Chapter 11 of the Colusa County Code extending the February 22, 2021 expiration date by one year to February 22, 2022.

2. Introduction, by title only, of a proposed Ordinance amending certain Industrial Hemp provisions of Chapter 11of the Colusa County Code or alternatively an amendment that would add Industrial Hemp Cultivation in the Upland Conservation (U-C) zoning district.

IX. BOARD OF SUPERVISORS/APPOINTMENT/REGIONAL HOUSING AUTHORITY

1. Appoint John Loudon to serve a 4-year term as Commissioner on the Regional Housing Authority effective January 31, 2021 through January 30, 2025. **(Applications Received: John Loudon)**

2. Discussion and possible direction to staff concerning renaming of Lone Star Road.

X. SUPERVISORS' REPORTS OR COMMENTS

XI. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

RECESS

XII. COUNTY ADMINISTRATIVE OFFICE

1. Approve FY 20/21 Intra Budget Adjustment No.'s: B-21008 - B-21012; B21016-B21021.

2. Approve FY 20/21 Revenue and Appropriations Inter-Budget Adjustments No.'s 008-020. **(4/5 vote required)**

3. Review FY 2020-21 County Budget at mid-year and discuss FY 2021-22 budget preparation.

XIII. CLOSED SESSION/COUNTY COUNSEL

1. LIABILITY CLAIM
   California Government Code section 54956.95.
   Claimant: Fire Insurance Exchange/Steven McAllister

2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
   California Government Code 54957.

ADJOURN

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

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

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

COUNTY OF COLUSA, CA **1.1**

Request For County Board of Supervisors Action

MEETING DATE:	**February 16, 2021**
DEPARTMENT:	**Health and Human Services**
FROM:	**Ann Nordyke**
SUBJECT:	**COVID-19 Public Health Officer Update**

Update on the COVID-19 Pandemic.

Detailed Description/Background of request

Dr. Burt or staff will provide the Board with an update on the Pandemic.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

None.

COUNTY OF COLUSA, CA **3.1**

Request For County Board of Supervisors Action

MEETING DATE:	**February 16, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Approve the February 2, 2021 Board of Supervisors meeting minutes**

Approve the February 2, 2021 Board of Supervisors meeting minutes.

Detailed Description/Background of request
None.

Prior Board Action
None.

Fiscal Impact/Funding Source
None.

Action for the Clerk
Print out and have Chair sign then distribute accordingly and upload into MinuteTraq and County website. Close meeting date in MinuteTraq. Add to Laserfiche

ATTACHMENTS:

- 02-02-21 Minutes (PDF)

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



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COLUSA COUNTY
BOARD OF SUPERVISORS

Minutes

February 2, 2021

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

The Board of Supervisors of the County of Colusa, State of California meets in Regular Session this 2nd day of February 2021 at the hour of 9:00 a.m. Present: Supervisors Kent S. Boes, Daurice K. Smith, J. Merced Corona, Denise J. Carter and Gary J. Evans.

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez, CAO, Clerk of the Board.
Elizabeth Kelly, Kirill Obraztsov, Health and Human Services Department.
Jolene Church, Human Resources Department.
Greg Plucker, Mary Fahey, Community Development Department.
Mike Azevedo, Public Works Department.
Michael Bradwell, Sheriff's Office.
Arnie Gross, Assessor's Office.
Kaline Moore, CAO's Office.
Stacey Costello, Sierra Reading, Colusa Library.
Anastacia Allen, Ag Commissioner's Office.
Ed Hulbert, Colusa Industrial Properties.
Susan Meeker, Pioneer Review.
Jim and Cynthia White, Colusa citizen.

Present via Teleconference: Ben King, Colusa citizen.
Mike West, Colusa County Office of Education.

Opening Prayer - Pledge of Allegiance

PERIOD OF PUBLIC COMMENT

Chair Evans gives an explanation to the change in time limit for Public Comment.

ANNOUNCEMENT OF CLOSED SESSION

Mr. Kropf announces Closed Session as follows:

Attachment: 02-02-21 Minutes (6375 : Approve the February 2, 2021 Board of Supervisors meeting minutes)

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(a), *Semon v. County of Colusa, et. al.,* Colusa County Superior Court case No. CV24391.

I. HEALTH AND HUMAN SERVICES/PUBLIC HEALTH

1. Update on the COVID-19 Pandemic.

Comments received by Ms. Kelly, Ms. Tyler and Mr. West.

II. STAFF REPORTS

Ms. Tyler announces the Tri-County Juvenile Hall project ground breaking ceremony will be held on February 11, 2021 at 10:00 a.m. and the jail project is scheduled for State Public Works Board consideration on February 12, 2021 at 10:00 a.m.

Ms. Tyler introduces Ms. Church, the new HR director.

CONSENT AGENDA

Chair Evans makes time for approval of Consent Agenda Item No.'s 1 through 7.

1. BOARD OF SUPERVISORS

Approve the January 19, 2021 Board of Supervisors meeting minutes.

2. PURCHASING AND PROCUREMENT/PLAN & BLDG

Approve Purchase of Office Workstations for the Community Development Department from Seats and Stations utilizing CMAS Contract #4-12-71-0084B and authorize the Purchasing Agent to sign the Purchase Order. **Further,** approve Contract No. **C21-016** with **Seats and Stations** for the installation of same.

3. PURCHASING AND PROCUREMENT/TRANSITIONAL HOUSING

Award Contract No. **C21-017** to **NorCal Floor Covering, Inc. dba Colusa Floor Covering** to replace floor covering at Colusa Independence Housing located at 713 D Street, Colusa, CA.

4. PURCHASING AND PROCUREMENT/TRANSITIONAL HOUSING

Award Contract No. **C21-018** to **All Star Painting, Inc.** for interior painting at Colusa Independence Housing located at 713 D Street, Colusa, CA.

5. HUMAN RESOURCES/PERSONNEL

Revisit Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

6. PURCHASING AND PROCUREMENT/BEHAVIORAL HEALTH

Approve Contract No. **C21-019** Fourth Modification to Contract C19-088 with **Willow Glen Care Center, Inc.** for structured supervision and care of chronically mentally ill adults.

7. APPOINTMENT/GROUNDWATER COMMISSION

Reappoint Deke Dormer (Dist. 2) to the Colusa County Groundwater Commission effective January 1, 2021 through December 31, 2024. **(Application received: Deke Dormer)**

Attachment: 02-02-21 Minutes (6375 : Approve the February 2, 2021 Board of Supervisors meeting minutes)

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

9:30 a.m. PUBLIC HEARING

Chair Evans makes time for a Public Hearing regarding introduction by title only of a proposed Ordinance amending Section 11-7.7 of Chapter 11 of the Colusa County Code to extend the February 22, 2021 expiration date by one year to February 22, 2022.

Comments received by Mr. Plucker.

9:32 a.m. Chair Evans opens the Public Hearing and calls for Public Comment. Hearing none, Chair Evans closes the Public Hearing.

COMMUNITY DEVELOPMENT DEPARTMENT

1. Introduction by title only of a proposed Ordinance amending Section 11-7.7 of Chapter 11 of the Colusa County Code to extend the February 22, 2021 expiration date by one year to February 22, 2022.

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

IV. AUDITOR

1. Approve Special Claims.

There were no Special Claims.

V. LIBRARY

1. Approve the use of the front, western facing, and back walls of the main branch library to be used for a memorial mural honoring longtime library volunteer Mary Winters. Further, direction given to staff to work with Counsel on this project.

Comments received by Ms. Costello, Ms. Reading, Mr. Kropf, and Ms. White.

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

VI. COMMUNITY DEVELOPMENT DEPARTMENT/WATER RESOURCES DIVISION

1. Adopt **Resolution No. 21-004** Approving Contract No. **C21-020** Second Amendment to the Joint Powers Agreement Establishing the **Colusa Groundwater Authority**.

Comments received by Ms. Fahey, Mr. King, Mr. Kropf and Ms. Tyler.

Attachment: 02-02-21 Minutes (6375 : Approve the February 2, 2021 Board of Supervisors meeting minutes)

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

2. Approve the Certificate of Acceptance for a Grant Deed dedicating to the County an Avigation and Noise Easement in and over certain properties in Phase 1 of the Colusa Industrial Properties' residential development (Sunrise Landing) with revised attachment "A".

Comments received by Mr. Plucker.

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

Chair Evans declares a recess at 10:05 a.m. and states they are now sitting as the Board of Equalization with all Directors present.

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez, CAO, Clerk of the Board.
Elizabeth Kelly, Kirill Obraztsov, Health and Human Services Department.
Jolene Church, Human Resources Department.
Greg Plucker, Mary Fahey, Community Development Department.
Mike Azevedo, Public Works Department.
Michael Bradwell, Sheriff's Office.
Arnie Gross, Assessor's Office.
Kaline Moore, CAO's Office.
Stacey Costello, Sierra Reading, Colusa Library.
Anastacia Allen, Ag Commissioner's Office.
Ed Hulbert, Colusa Industrial Properties.
Susan Meeker, Pioneer Review.
Jim and Cynthia White, Colusa citizen.

Present via Teleconference: Ben King, Colusa citizen.
Mike West, Colusa County Office of Education.

VII. ASSESSOR

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

Approve Stipulation Agreement in accordance with Section 1607 of the California Revenue and Taxation Code with Adams Vegetable Oils for Application for Changed Assessment No. 20-13 APN No. 800-000-245-000.

Comments received by Mr. Gross.

Attachment: 02-02-21 Minutes (6375 : Approve the February 2, 2021 Board of Supervisors meeting minutes)

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

Chair Evans adjourns as the Colusa County Board of Equalization at 10:08 a.m. and states they are now sitting as the Colusa County Board of Supervisors with all Supervisors present.

Present: Marcos Kropf, County Counsel's Office.
Wendy G. Tyler, Ann Nordyke, Patricia Rodriguez, CAO, Clerk of the Board.
Elizabeth Kelly, Kirill Obraztsov, Health and Human Services Department.
Jolene Church, Human Resources Department.
Greg Plucker, Mary Fahey, Community Development Department.
Mike Azevedo, Public Works Department.
Michael Bradwell, Sheriff's Office.
Arnie Gross, Assessor's Office.
Kaline Moore, CAO's Office.
Stacey Costello, Sierra Reading, Colusa Library.
Anastacia Allen, Ag Commissioner's Office.
Ed Hulbert, Colusa Industrial Properties.
Susan Meeker, Pioneer Review.
Jim and Cynthia White, Colusa citizen.

Present via Teleconference: Ben King, Colusa citizen.
Mike West, Colusa County Office of Education.

VIII. SHERIFF/OES

1. Adopt **Resolution No. 21-005** ratifying Sheriff Garofalo's Proclamation of Local Emergency due to Winter Storms of January 26, 2021.

Comments received by Mr. Bradwell, Mr. Azevedo and Ms. Tyler.

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

IX. COUNTY ADMINISTRATIVE OFFICE

1. Adopt **Resolution No. 21-006** Approving Application(s) for Per Capita Grant Funds. Further, direction given to staff to perform outreach to other eligible jurisdictions for possible projects and bring back to the Board for consideration.

Comments received by Ms. Tyler, Ms. Azevedo and Ms. Meeker.

Attachment: 02-02-21 Minutes (6375 : Approve the February 2, 2021 Board of Supervisors meeting minutes)

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

X. BOARD OF SUPERVISORS

1. Discussion and possible direction regarding follow up action to the North State Leaders Conference.

Comments received by Ms. Tyler.

Direction given to Board members to provide input to Ms. Tyler directly so that staff may revise the current Resolution and bring back for Board consideration.

APPOINTMENT/MOSQUITO ABATEMENT DISTRICT

2. Appoint Janice Bell to the Colusa Mosquito Abatement District, effective February 2, 2021 through March 6, 2024. **(Applications received: Robert Kessinger and Janice Bell)**

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

XI. SUPERVISORS' REPORTS OR COMMENTS

Supervisor Corona

Meetings/functions attended:

- Community Action Partnership meeting
- COVID Briefing
- Guest speaker for Pioneer Backpage Podcast
- Coach Cross Country at Pierce High School
- Funeral for Sacramento County Deputy Gibson

Supervisor Carter

Meetings/functions attended:

- RCRC Special Executive Board meeting
- CSAC Rural County COVID-19 meeting
- Colusa Groundwater Authority meeting
- Hemp Ad-Hoc meeting
- Mid/Upper Sac Regional Flood Management Plan

Supervisor Boes

Meetings/functions attended:

- COVID Briefing
- Regional Housing Authority meeting
- Williams's City Council meeting
- Hemp Ad-Hoc meeting
- CSAC Resiliency meeting
- GCID Ad-Hoc meeting
- City of Williams Broadband meeting

Attachment: 02-02-21 Minutes (6375 : Approve the February 2, 2021 Board of Supervisors meeting minutes)

Supervisor Smith
Meetings/functions attended:
Community Action Partnership meeting
RD 108 meeting
Grimes Waterworks project
Calls from Grimes constituents

Supervisor Evans
Meetings/functions attended:
GCID Ad-Hoc meeting
Sites Reservoir meeting
Sites JPA meeting
Sites Land Use meeting
Agenda Review

XII. STATE OR FEDERAL LEGISLATION/GENERAL BUDGETARY MATTERS

Ms. Tyler states that mid-year budget is being worked on and there will be some adjustments needed.

Supervisor Corona states HR5717 Gun Violence Prevention Community Safety Act of 2020 will affect our 2nd amendment rights.

Chair Evans declares a recess at 10:44 a.m. in memory of Minnie Lou Lawrence and states the Supervisors will now convene in Closed Session

XIII. CLOSED SESSION/COUNTY COUNSEL

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9(a), *Semon v. County of Colusa, et. al.,* Colusa County Superior Court case No. CV24391.

Chair Evans adjourned the meeting at 11:20 a.m. to reconvene in Regular Session on February 16, 2021 at the hour of 9:00 a.m.

_____
Chair Evans, Chair

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

BY_____
Patricia Rodriguez, Deputy Clerk

Attachment: 02-02-21 Minutes (6375 : Approve the February 2, 2021 Board of Supervisors meeting minutes)

COUNTY OF COLUSA, CA **3.2**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Treasurer**

FROM: **Cindy Dillard**

SUBJECT: **Treasurer's Monthly Investment Report**

Accept January 2021 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:

- January 21 Treasurer's Report (PDF)

COLUSA COUNTY
TREASURER'S MONTHLY INVESTMENT REPORT

DATE 02.16.21
AS OF 01.29.21

SBA	BOOK VALUE	YIELD	COUPON	ORIGINAL FACE PAR	PAYDOWNS RECEIVED	COUNTY PAR	55 DAYS DELAY PAYMENTS	UNION BANK PAR	MATURITY	MARKET VALUE	GAIN/LOSS	DATE SOLD	PERCENTAGE OF PORTFOLIO
SBATotal	-				-	-	-	-		-	0.00		0.0%
AGENCY BONDS													
Agency Total	-					-		-		-	0.00		0.0%
MUNICIPAL BONDS													
574348CB2	547,904.85	0.67%	0.881%	547,904.85		545,000.00		545,000.00	06/01/23	546,596.85			
574348CC0	705,005.00	0.87%	1.075%	705,005.00		700,000.00		700,000.00	06/01/24	703,556.00			
574348CD8	707,917.00	1.02%	1.275%	707,917.00		700,000.00		700,000.00	06/01/25	702,450.00			
797299LXO	699,030.18	0.85%	3.640%	698,221.80		615,000.00		615,000.00	10/15/25	695,528.10			
79771FBP1											993.85	12.24.20	
79771FAY3											2,708.80	12.24.20	
79771FAF4											3,082.00	12.24.20	
UKIAH BOND (4)	sold position prior to taking possession										19,007.60	12.17.20	
Municipal Total	2,659,857.03			2,659,048.65		2,560,000.00		2,560,000.00		2,648,130.95			2.3%
Grand Total	**2,659,857.03**			**2,659,048.65**	-	**2,560,000.00**	-	**2,560,000.00**		**2,648,130.95**	**25,792.25**		
Interest Liability	(1,808.38)												
NET BOOK	2,658,048.65												
											Unrealized		
											(9,917.70)	Gain/Loss	

LAIF/STATE OF CALIFORNIA LOCAL AGENCY FUND

		QTR TO DATE	DAILY		
SRWSLD	65,881.82	0.457%	0.498%		
REC DIST 108	15,182.05	0.457%	0.498%		
REC DIST 1004	-	0.457%	0.498%		
COUNTY	71,300,000.00	0.457%	0.498%		
CCOE	39,200,000.00	0.457%	0.498%		
TOTAL LAIF	110,581,063.87				
CASH	759,760.57				97.0%
TOTAL LIQUID	111,340,824.44		**97.67% Liquidity**		0.7%
GRAND TOTAL	114,000,681.47				100.0%

INTEREST RECEIVED

Jan-21	164,226.22	1/29/2021	Est. 0.4%
Oct-Nov-Dec 2020	199,902.21	12/31/2020	Est. 0.8%
July-Aug-Sept 2020	448,059.44	9/30/2020	1.87%
April-May-June 2020	390,780.16	6/30/2020	1.55%
Jan-Feb-March 2020	1,156,018.35	3/31/2020	4.55%
2019	2,191,484.23	12/31/2018	1.96%

Note 1: Union Bank of California did the bond valuation.
Note 2: Liquidity (excluding LAIF accounts that are segregated) is 97.67%
Note 3: All investments comply with the Investment Policy and the Treasurer's Goals for Colusa County.
Note 4: There is sufficient liquidity to meet cash flow for the next 6 months.
Note 5: Interest will be reduced $25,000 at the end every quarter for treasury fee.
Note 6: Bonds with astrict (*) are callable
Note 7: Municipal Bonds are Government Entities within the State of California.
Note 8: Effective 08/08/18 County is no longer responsible for RD 1004 LAIF
Note 9: 13017HAE6 matured 07/01/19 and 3130AADT2 was called 07/16/19
Note 10: 3133EGP58 was called 08/13/19

DANIEL A. CHARTER
TREASURER-TAX COLLECTOR

COUNTY OF COLUSA, CA **3.3**

Request For County Board of Supervisors Action

MEETING DATE:	**February 16, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Melissa Kitts**
SUBJECT:	**Realignment of Terms and Appointments to Colusa County Fish and Game Commission.**

Reappoint David Kalfsbeek (Dist. 3) and Harry Petersen (Dist. 4) to the Colusa County Fish and Game Commission effective January 4, 2021 through January 6, 2025. Further, correct District I and 5 terms to coincide with their District Supervisor terms. (**Applications Received:** David Kalfsbeek and Harry Peterson)

Detailed Description/Background of request

Pursuant to the Fish & Game By-laws, "All members serve at the pleasure of the Board of Supervisors for a term to coincide with the nominating Supervisor's term of office." It's requested that the Board approve corrections as follows:

District 1 - **Correct** term from March 19, 2019 through March 18, 2023 to March 19, 2019 through January 2, 2023.

District 2 (Vacant) - Date of appointment through January 6, 2025.

District 3 - **Reappoint David Kalfsbeek** to a term commencing January 4, 2021 through January 6, 2025.

District 4 - **Reappoint Harry Peterson** to a term commencing January 4, 2021 through January 6, 2025.

District 5 - **Correct** term from January 1, 2021 through December 31, 2024 to January 7, 2019 through January 2, 2023. (Mr. Talley was appointed to a term coinciding with Dist. 2 mistakenly in 2017).

The appointments for consideration are as follows:

District 3 - David Kalfsbeek (Dist. 3) to be nominated by Supervisor Boes to represent District 3 effective January 4, 2021 through January 6, 2025.

District 4 - Harry Peterson (Dist. 4) to be nominated by Supervisor Evans to represent

District 4 effective January 4, 2021 through January 6, 2025.

The Colusa County Fish and Game Commissions requires that "All members selected must possess a valid California hunting or fishing license for the previous two and current year". Additionally, members must be residents of Colusa County. Each of these qualifications have been verified by staff. These vacancies were advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 18, 2019.

Prior Board Action

David Kalfsbeek and Harry Peterson were both last appointed to the Commission on January 1, 2017.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notification to Fish & Game Commissioners of updated terms. Send Oath of Office and Letters of appointment to Harry Petersen, PO Box 9 Stonyford, CA 95979 and David Kalfsbeek, 2435 George Road, Williams, CA 95987. Copy Holly Gallagher, Secretary of the Fish and Game Commission of all correspondence. Add to Access and to Laserfiche.

ATTACHMENTS:

- Fish and Game Advisory Commission - Bylaws (PDF)
- 11-30-20 Application to Fill Vacancy - Kalfsbeek (PDF)
- 12-03-20 Application to Fill Vacancy - Petersen (PDF)

FISH AND GAME ADVISORY COMMISSION

010 ESTABLISHMENT OF FISH AND GAME ADVISORY COMMISSION

There is herby created and established a commission consisting of seven (7) regular members and two (2) alternates, to be known as the Fish and Game Advisory Commission.

020 PURPOSES

The Commission shall review all fish and game programs and the administration of these programs, and make recommendations thereon to the Board of Supervisors of Colusa County, with particular attention to the following areas:

a. Advice and information of primary concern to the propagation and conservation of fish and game within the County of Colusa.

b. With regard to education youth activities related to fish and game.

c. Recommendation to the California Legislature and to the Congress of the United States with regard to the preservation and enhancement of fish and game within the County of Colusa.

d. Advice, information, and recommendations with respect to steps which can be taken locally for the protection and conservation of fish and game within the County of Colusa.

e. Advice and recommendations with regard to all expenditures from the County's Fish and Game fund, the appropriateness and effectiveness of all County-sponsored services relating to fish and game protection, and all proposals relating to the extension and enhancement or discontinuance of any services of the county having a direct or indirect effect on fish and game propagation, programs, policies, and practices existing within the County of Colusa.

f. Propose general policies and recommend to the Board of Supervisors such bylaws, rules, and regulations as in its opinion may be required for the conservation and propagation of game species, fish, and other wildlife and for the protection of their habitats.

g. Acquaint the general public and other public officials of aims, requirements, and needs of the recreational and wildlife programs.

Attachment: Fish and Game Advisory Commission - Bylaws (6308 : Realignment of Terms and Appointments to Colusa County Fish and Game

h. Review proposals and make recommendations to the Board of Supervisors regarding the use of fish and game propagation funds.

i. Recommend that fine monies in the Fish and Game Propagation Funds be used only for the propagation and conservation of fish and game and other wildlife as provided for in California state law, beginning with section 13100 of the Fish and Game Code. Such use may include, but not be limited to, the stocking of streams, the rescuing and rehabilitation of injured animals, educational programs, youth activities, or inventorying of game species.

j. The Commission shall facilitate cooperation between various Federal, State and Local entities dealing with the conservation, propagation and enhancement of fish and wildlife.

030 APPOINTMENT OF MEMBERS

a. Members of the Fish and Game Advisory Commission shall be nominated by the members of the Board of Supervisors of each supervisorial district as follows: each member of the Board of Supervisors shall nominate one (1) regular member to serve on the Commission.

b. The Chair of the Board shall in addition nominate two (2) regular members at large and two alternate members at large.

c. Appointment of the members shall occur by a majority vote of the Board.

d. All members selected must possess a valid California hunting or fishing license for the previous two and current year.

e. All members must be bona fide residents of Colusa County.

f. The Board of Supervisors shall endeavor to select a balanced membership with interest areas that are primary or allied to fish and game propagation.

g. All members of the Commission shall serve at the pleasure of the Board of Supervisors and vacancies shall be filled in the same manner as original appointments to the Commission.

Attachment: Fish and Game Advisory Commission - Bylaws (6308 : Realignment of Terms and Appointments to Colusa County Fish and Game

040 OFFICES: POWERS AND DUTIES

a. Officers of the Commission shall consist of a Chair and Vice Chair, who shall be elected by the Commission members. The Secretary shall be an employee of the Commission hired by Colusa County following customary recruitment and testing.

b. Nomination and election of officers shall be held in June of each year; and may be held at other times as vacancies occur after giving members fourteen (14) days notice.

c. The Chair and Vice Chair shall take office immediately after election.

d. Duties of officers shall be as follows:

1. The Chair - shall preside over all meetings of the Commission and appoint special committees, the Chairs of those committees and set the duration and tasks of those committees as special advisory needs of the Commission may arise and require such support. The Chairperson may also appoint such non-voting liaison members from related professions and agencies as is necessary in the Chair's discretion to carry out the purposes of the Commission.

2. Vice Chair - shall perform the duties of the Chair during absence of Chair.

3. Secretary - shall keep and attest to records of the proceedings of the Commission.

050 MEETINGS

The Commission shall meet once a month on a night designated by the Commission. The meetings will comply with the Ralph M. Brown Act (Government Code 54950, et seq.) including notice of special meetings, as required.

a. The Commission shall furnish a copy of the minutes to any organization or to the press upon request.

Attachment: Fish and Game Advisory Commission - Bylaws (6308 : Realignment of Terms and Appointments to Colusa County Fish and Game

b. The secretary shall furnish a copy of the minutes to each member of this Commission within Twenty-one (21) days after each meeting and in no event later than one (1) week before the meeting.

c. The secretary shall furnish a copy of the minutes to the Colusa County Board of Supervisors. These minutes shall be in the possession of the Board of Supervisors before the Board of Supervisor's next stated meeting.

d. The Commission may select any member to report to the Supervisors on any subject upon the approval of the Commission as a whole.

e. All meetings shall be conducted according to Robert's Rules of Order.

051 SPECIAL MEETINGS

Meetings other than regular meetings may be called by the Chairperson, the Board of Supervisors, or upon request of four (4) members of the Commission, location of which shall be determined and designated by the Commission at least twenty-four hours prior to such meeting.

060 QUORUM

Four (4) members of the Commission in attendance shall constitute a quorum for the purposes of transacting business of the Commission. Actions of the Commission shall be by a majority vote of all members present after a quorum has been established. All voted actions of the Commission shall be recorded by the secretary and kept as a permanent record of the Commission.

In the event a regular member is absent, an alternate member will sit in the absent regular member's place and count toward the creation of a quorum. The alternate member may exercise all power and authority held by the absent regular member, except authority conferred on that member as an officer. To the extent possible, the alternate members will rotate between each other when filling in for absent regular members.

070 ATTENDANCE

a. Attendance of Commissioners at meetings of the Commission are essential to the success of the Commission.

b. Any Commission member may miss two (2) regularly scheduled nonconsecutive meetings during the course of the fiscal year provided he/she

Attachment: Fish and Game Advisory Commission - Bylaws (6308 : Realignment of Terms and Appointments to Colusa County Fish and Game

notifies the Commission Secretary or other member prior to the meeting, requesting an excused absence.

c. Should any member fail to attend two consecutive regularly scheduled meetings during the course of the fiscal year or have one (1) excused absence and two (2) unexcused absences, that member's name will be directed to the Board of Supervisors with a record of attendance. The Board of Supervisors may terminate the member's membership on the Commission due to such absences, thereby creating a vacancy on the Commission.

d. The Commission may recommend a replacement to the Board of Supervisors as appropriate.

080 TERM OF OFFICE

All members serve at the pleasure of the Board of Supervisors for a term to coincide with the nominating Supervisor's term of office.

090 COMMITTEES

Committees shall consist of such standing and special committees as are required to carry out the Powers and Functions of the Fish and Wildlife Advisory Commission.

All such committees shall be created by a majority vote of the Advisory Commission members. All members of the duly created standing and special committees shall be appointed by the Chairperson.

All committee meetings will follow Robert's Rules of Order.

100 REIMBURSEMENT

A member may request reimbursement for expenses incurred as related to Commission business authorized by the Commission. Such requests are to be forwarded to the Board of Supervisors in accordance with Colusa County claims procedures.

110 TERMS

a. "Wildlife" shall pertain to all forms of otherwise undomesticated mammals, amphibians, reptiles and birds which are indigenous or migrate to Colusa County, as determined by the Advisory Commission Committee on Wildlife, Fishing, Conservation, Management and Protection.

Attachment: Fish and Game Advisory Commission - Bylaws (6308 : Realignment of Terms and Appointments to Colusa County Fish and Game

b. "Fish" shall pertain to all forms of otherwise indigenous or migratory fish of Colusa County's rivers, creeks, sloughs and streams as determined by the State Department of Fish and Game.

c. "Conservation" shall pertain to the act of maintaining the preservation and enhancement of the wildlife and fish indigenous or migrate to Colusa County, as determined by the Board of Supervisors.

d. "Advisory Commission" shall pertain to the members of the Colusa County Fish and Game Advisory Commission.

e. "Management" shall pertain to controlling or operating procedures necessary in continuing the enhancement of wildlife and fish indigenous or migratory to Colusa County, as determined by Wildlife, Fish, Conservation, Management and Protection Committee.

f. "Protection" shall pertain to assistance in determining harm to the wildlife and fish indigenous or migratory to Colusa County and the enforcement of defenses necessary in overcoming any perceivable or ongoing harm.

g. "Education" shall pertain to all forms of training for the special purpose of instruction of the needs required to enhance fish and wildlife and their habitats, as well as providing a means by which individual groups or organizations may benefit from exposure to instruction as it relates to safety.

h. "Safety" shall pertain to all forms of instruction and training for the enhancement of the public as safety relates to training in the use of firearms and/or procedures necessary to properly hunt free from danger or risk associated with the use of firearms and their handling.

i. "Committee" shall refer to the member of standing committees of the Advisory Commission.

j. "Goals" shall pertain to those committee proposals desired to be achieved as a result of efforts on behalf of the committee, as determined by the Committee.

k. "Projects" shall pertain to physical appurtenances, as determined by the Advisory Commission, which are necessary in providing or continuing present or existing services for the benefits of wildlife and fish propagation.

l. "Propagation" shall pertain to efforts necessary to protect and benefit wildlife, fish and their habitats and those persons and public projects associated with safety, education, conservation, protection and management

of the wildlife and fish indigenous or migratory to Colusa County and surrounding areas, as determined by the Advisory Commission.

m. "Special Purchases" shall include, but not be limited to, items associated with projects and/or necessary budgeted expenditures as determined by the Advisory Commission and the Board of Supervisors.

n. "Shall is mandatory and "May" is permissive.

Attachment: Fish and Game Advisory Commission - Bylaws (6308 : Realignment of Terms and Appointments to Colusa County Fish and Game

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp

RECEIVED
NOV 30 2020
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Colusa County Fish & Game Commission – District III

NAME OF APPLICANT:	LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
David Kalfsbeek	2435 George Rd.

CITY:	PHONE:	E-MAIL:
Williams	(530) 473-2454	JKalf@yahoo.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:

Incumbent

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: 11-30-20 Application to Fill Vacancy - Kalfsbeek (6308 : Realignment of Terms and Appointments to Colusa County Fish and Game

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

RECEIVED

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

Office Use Only
Date Stamp
DEC 03 2020
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:
Fish & Game Commission

NAME OF APPLICANT:	LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
Harry T. Petersen	P.O. Box 9, 1950 Foats Springs Rd Stonyford Ca. 959

CITY:	PHONE:	E-MAIL:
Stonyford Ca. 9557	530-963-3165	stonyfordpete@gmail.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:

I have enjoyed serving for the past years and wish to continue,

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: 12-03-20 Application to Fill Vacancy - Petersen (6308 : Realignment of Terms and Appointments to Colusa County Fish and Game

COUNTY OF COLUSA, CA **3.4**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Ag Commissioner**

FROM: **Dawn Brown**

SUBJECT: **2022 Noxious Weed Grant Program**

Approve Standard Agreement (Number 20-0968-000-SA) with the **California Department of Food and Agriculture** for noxious weed control and abatement, effective January 15, 2021.

Detailed Description/Background of request

Under this proposed contract with the California Department of Food and Agriculture, the County will be paid to provide services pertaining to the control and eradication of noxious and invasive weeds from being established in California and supports local and regional eradication of high priority noxious and invasive weeds as defined in the Food and Agriculture Code Section 7271, 7272 through 7272.5. Species of weeds include Arrundo, Tree of Heaven, Spanish Broom, and Hydrilla. Additional species may be added to eradication lists once confirmation of identity and pest rating are confirmed.

Prior Board Action

This is the first year this agreement has been offered to counties throughout California.

Fiscal Impact/Funding Source

This is a non budgeted revenue item. The County may receive maximum funds in the amount of $32,000.

Action for the Clerk

Obtain signatures on one original signature pages and return with Exhibit A To:

Carrie James
Associate Governmental Program Analyst
California Department of Food and Agriculture
Office of Grants Administration
1220 N Street, Room 120
Sacramento, CA 95814

ATTACHMENTS:

- 20 21 Noxious Weed (PDF)

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.11/2020)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
20-0968-000-SA

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

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

RECIPIENT'S NAME
COUNTY OF COLUSA

2. The Agreement Term is: January 15, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: $32,000.00

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

Exhibit A: Recipient and Project Information	1 Page
Exhibit B: General Terms and Conditions	4 Page(s)
Exhibit C: Payment and Budget Provisions	1 Page
Attachments: Scope of Work and Budget	

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

RECIPIENT

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

BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
Gary J. Evans, Chairman

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

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED *(Do not type)*
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

CJ

Attachment: 20 21 Noxious Weed [Revision 1] (6327 : 20/22 Noxious Weed Program)

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The Recipients work will pertain to control and eradication of noxious and invasive weeds from being established i California and supports local and regional eradication of high priority noxious and invasive weeds as defined in the Foc and Agricultural Code Section 7271, 7272 through 7272.5.

   Project Title: 2021 Noxious Weed Program

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	David Kratville	Name:	M. Anastacia Allen
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	COUNTY OF COLUSA
Address:	2800 Gateway Oaks Drive	Address:	100 Sunrise Boulevard, Suite F
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Colusa, CA 95932-3246
Phone:	916-201-2588	Phone:	530-458-0580
Email Address:	david.kratville@cdfa.ca.gov	Email Address:	mallen@countyofcolusa.com

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Jennifer Gordon	Name:	M. Anastacia Allen
Division/Branch:	PHPPS/INTEGRATED PEST CONTROL	Organization:	County of Colusa
Address:	2800 Gateway Oaks Drive	Address:	100 Sunrise Blvd., Suite F
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Colusa, CA 95932
Phone:	916-262-1102	Phone:	530-458-0580
Email Address:	jennifer.gordon@cdfa.ca.gov	Email Address:	mallen@countyofcolusa.com

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

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

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

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

Attachment: 20 21 Noxious Weed [Revision 1] (6327 : 20/22 Noxious Weed Program)

EXHIBIT B

GENERAL TERMS AND CONDITIONS

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

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

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

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

5. **State and Federal Law**
It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, an ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complyin with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

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

7. **Performance and Assurances**
The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in th Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provision of the law and Grant Procedures Manual, if applicable.

8. **Mutual Liability**
Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negliger acts of omissions, or those of its officers, agents or employees to the full extent required by law.

9. **Property Damage**
Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees t indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses

10. **Unenforceable Provision**
In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agre that all other provisions of this Agreement have force and effect and will not be affected thereby.

11. **Contractors/Consultants**
The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independer obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicabl State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the prope licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient' overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control t enable it to fulfill its responsibilities under this Agreement.

Attachment: 20 21 Noxious Weed [Revision 1] (6327 : 20/22 Noxious Weed Program)

12. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestr religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family ca leave.

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

13. Excise Tax

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

14. Disputes

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

15. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at lea thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullif obligations already incurred prior to the date of termination. In the event of Termination for Convenience of th Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient a of the date of termination.

16. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, eac party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cure within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented cost incurred up to the date of termination, including all non-cancellable obligations.

17. Force Majeure

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

18. Suspension of Payments

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

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

Attachment: 20 21 Noxious Weed [Revision 1] (6327 : 20/22 Noxious Weed Program)

19. Breach Provisions

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

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

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

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision n to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that ha been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requeste disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

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

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipier agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, an costs.

20. Publicity and Acknowledgement

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

21. News Releases/Public Conferences

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

22. Scope of Work and Budget Changes

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

23. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedure Manual, if applicable.

24. Equipment

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

25. Closeout

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

Attachment: 20 21 Noxious Weed [Revision 1] (6327 : 20/22 Noxious Weed Program)

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such informatic or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has th sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

27. Amendments

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

Attachment: 20 21 Noxious Weed [Revision 1] (6327 : 20/22 Noxious Weed Program)

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

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

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

   C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must b submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in whic activities under this Agreement were performed.

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

2. **Allowable Expenses and Fiscal Documentation**
   A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determinatio of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequat according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

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

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

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

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

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

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

Attachment: 20 21 Noxious Weed [Revision 1] (6327 : 20/22 Noxious Weed Program)

PROJECT APPLICATION

Colusa County Agricultural Commissioner's Office

I. Project Overview (FAC 7272.5)

Project Goals and Objectives (check all that apply):

- ✓ Increase the profitability and value of crop land and rangeland
- ✓ Decrease the costs of roadside, park, and waterway maintenance
- ✓ Reduce the fire hazard and fire control costs in the state
- ✓ Protect the biodiversity of native ecosystems
- ✓ Maintain the recreational and aesthetic value of open space, recreational, and public areas
- ✓ Increase water supply and flow

Project Activities (check all that apply):

- ✓ Operation of programs by the county agricultural commissioner for control of noxious weeds along county roads and other local government owned property
- ___ Matching funds for control of noxious weeds on city owned streets, parks, rights-of-way, and other public areas
- ___ Disseminating biological control agents by the county agricultural commissioner for the long-term control of yellow starthistle or other noxious weeds
- ✓ Abatement of noxious weed infestations on land vital to the success of the program

II. Project Plan

Weed Species to be Controlled: Colusa County intends to control multiple plant species that are known to occur in Colusa County. These known species include Arrundo (Arundo donax), Tree of Heaven (Ailanthus altissima), Spanish Broom (Spartium juneum) and Hydrilla (Hydrilla verticillata). As surveys are completed, additional weed species may be added to eradication lists once confirmation of identity and pest rating are confirmed. These weeds species were selected due to their abundance in locations that create a fire hazard to local rangelands, forests and communities. Some of these weed species are also known to encroach on East Park Reservoir which reduces the recreational use, out competes native species and affects water flows.

Methodology: Beginning with historical data including the last known locations of the above weed species, a trained and Licensed Agricultural Biologist will conduct visual surveys throughout the county to identify established stands of weeds. Outreach to other departments, agencies and citizens will be done to collect and confirm known locations of these weed pests. GPS coordinates will be collected using a handheld device in the field. These points will then be uploaded to ArcGIS mapping software. Pictures will also be taken to show the size of the infestations. These surveys will begin in late winter and early spring and continue throughout the year as needed. Outreach will also include determining the current status of county CEQA documents as needed. After eradication efforts are complete, a survey and pictures will be completed as before to illustrate the success of treatment efforts. These successful treatments will be illustrated on maps identifying the progress over the years

Location(s): All locations to be surveyed will be within the boundaries of Colusa County in the State of California. Please see map attached

Attachment: 20 21 Noxious Weed [Revision 1] (6327 : 20/22 Noxious Weed Program)

Weed Removal/Control Techniques(s): Weed removal techniques will consist of chemical and mechanical techniques. Where appropriate, chopping/mechanical knock down of weeds will be performed followed with a herbicide treatment in the spring followed up with an additional treatmen late summer. After researching the most successful control methods of weed species performed in northern California, the methods used by Rob Hill, Deputy Commissioner of Butte County will be u These methods include applications of Imazapyr, Triclopyr and Clopyralid in the spring followed by late summer applications of Glyphosate and Triisopropanplammonium. One of the few challenges can be foreseen is the availability of Ag Biologists to perform the eradication work for these plants to peak work load season occurring at the same time chemical applications should take place. Due this possible challenge, agreements with county departments conducting similar work will be made assist in the mechanical and chemical removal of target weed species.

III. Reporting

Grant recipients will be required to submit a mid-year report to CDFA documenting a visual representation of the project's progress on September 1, 2021.

Final project reports are required 30 days after project completion, no later than July 31, 2022. Fina project reports should include detailed information on project results and include photos of field wor showing progress (before/after photos).

Attachment: 20 21 Noxious Weed [Revision 1] (6327 : 20/22 Noxious Weed Program)

Attachment: 20 21 Noxious Weed [Revision 1] (6327 : 20/22 Noxious Weed Program)

Budget

County of Colusa

January 15, 2021 - June 30, 2022

	CDFA Funding	Cost Share
Personnel Services - Weed Control		
Assistant Agricultural Commissioner	$844.08	$0.00
Agricultural Biologist III	$8,027.20	$0.00
Agricultural Biologist II	$4,786.00	$0.00
Agricultural Biologist I	$3,017.00	$0.00
Account Clerk III	$627.15	$0.00
Subtotal Personnel Exp.	$17,301.43	$0.00
Operating Expenses		
Supplies: (must be itemized)		
Batteries	$10.00	$0.00
Field Flagging Ribbon	$10.00	$0.00
PPE	$50.00	$0.00
Office Supplies	$25.00	$0.00
Handheld GPS unit	$300.00	$0.00
Equipment: (must be itemized)		
	$0.00	$0.00
	$0.00	$0.00
Herbicides: (must be itemized)		
Imazapyr (Ex: Habitat) Amount: 10 Gallons Cost: 300.00/Gallons	$3,000.00	$0.00
Glyphosate (Ex: AquaMaster) Amount: 12.5 Gallons Cost: 20.40/Gallons	$255.00	$0.00
Triclopyr (Ex: Garlon 4) Amount: 15 Gallons Cost: 84.68/Gallons	$1,270.20	$0.00
Clopyralid (Ex: Transline) Amount: 10 Gallons Cost: 227.06/Gallons	$1,702.95	$0.00
Triisopropanplammonium (Ex: Milestone) Amount: 5 Gallons Cost: 160.00/Gallons	$800.00	$0.00
Adjuvent	$292.12	$0.00
Other		
	$0.00	$0.00
Mileage for Weed Control $0.575 x 3000 miles	$1,725.00	$0.00
Subtotal Operation Exp.	$9,440.27	$0.00
Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. $32,000 CDFA Funding award total has max of $3,200 for all combined)		
Meetings	$0.00	$0.00
Travel	$0.00	$0.00
Administration	$500.00	$0.00
Coordination	$500.00	$0.00
Mileage for Meetings, Training, Coordination $0.575 x (Miles)	$0.00	$0.00
Subtotal	$27,741.70	$0.00
Indirect* (Max 25% of Personnel Costs)	$4,258.30	$0.00
Total	$32,000.00	$0.00

Grant Total CDFA Funding	**$32,000.00**
Grant Total Cost Share	**$0.00**

* If claiming less than 25% max Indirect Cost Rate please check this box: [X]

Attachment: 20 21 Noxious Weed [Revision 1] (6327 : 20/22 Noxious Weed Program)

COUNTY OF COLUSA, CA **3.5**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Behavioral Health**

FROM: **Debbie Hickel**

SUBJECT: **Approve Agreement with Glenn County**

Approve Sub-Agreement with **Glenn County**, through its Colusa-Glenn-Trinity Community Action Partnership for the Distribution of California Emergency Solutions and Housing Grant (CESH), effective May 29, 2020.

Detailed Description/Background of request

In 2018, the State established the California Emergency Solutions and Housing Program (CESH). The California Department of Housing and Community Development (HCD) have issued a Notice of Funding Availability to govern administration of the fund and carry out the Program. An application by Glenn County, through its Community Action Department was made to HCD on behalf of County of Colusa for assistance with the Program for the purpose of funding eligible activities relating to homelessness with a specified Continuum of Care service area.

Behavioral Health is requesting that the County of Colusa enter into a an agreement with Glenn County, through its Community Action Department, in the amount of $58,800, disbursed as $56,700 to provide rental assistance, housing relocation and stabilization services to ensure housing affordability to individuals experiencing homelessness or who are at risk of homelessness and $2,100 for administrative costs associated with such services. This agreement is effective May 29, 2020 through May 29, 2025.

Prior Board Action

None.

Fiscal Impact/Funding Source

$58,800 Grant to Colusa County.

Action for the Clerk

Please obtain signatures and mail two copies:

Colusa-Glenn-Trinity Community Action Partnership
Attention: Kendall Wilson
125 E. Walker Street
Orland, CA 95963

Originals will be sent inter-department mail.

ATTACHMENTS:

- CESH Grant 2019 Sub Agreement with Glenn County (PDF)

19-CESH-12978- CAD1959

CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING (CESH) GRANT SUB-RECIPIENT AGREEMENT BETWEEN GLENN COUNTY, THROUGH ITS COMMUNITY ACTION DEPARTMENT, AND COUNTY OF COLUSA, THROUGH ITS BEHAVIORAL HEALTH DEPARTMENT

1. This Agreement is entered into between the Contracting Agency and the Subrecipient named below:		
CONTRACTING AGENCY NAME: **Glenn County Community Action Department**		
SUBRECIPIENT'S NAME: **Colusa County Behavioral Health**		
2. The term of this Agreement is:		
START DATE: **May 29, 2020**	THROUGH END DATE: **May 29, 2025**	
3. The maximum amount of this Agreement is: **$ 58,800.00**		
4. The parties agree to comply with the terms and conditions of the following exhibits, which are hereby attached and incorporated here within.		
EXHIBITS	TITLE	PAGE
Exhibit A	Authority, Purpose, and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions	5
Exhibit D	Vendor Assurance of Compliance	17
	TOTAL NUMBER OF PAGES INCLUDED	17

In witness whereof, this agreement has been executed by the parties hereto:

COLUSA COUNTY, BEHAVIORAL HEALTH DPEARTMENT (SUBRECIPIENT):

~~Denise J. Carter~~, Chair, Colusa County Board of Supervisors — Date

Gary J. Evans

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

GLENN COUNTY COMMUNITY ACTION DEPARTMENT (CONTRACTING AGENCY):

Christine Zoppi, Community Action Department Director — Date

Scott H De Moss

Scott H. De Moss, County Administrative Officer
Glenn County, California — 12/4/2020 | 1:42 PM PST Date

APPROVED AS TO FORM:

William J. Vanasek

William J. Vanasek, County Counsel
County of Glenn, California

Glenn County Community Action Department:
- ☐ Approved by Admin Manager CMM
- ☐ Approved by Fiscal Manager RR
- ☐ Approved by Program Manager JK

Reviewed by:
- ☐ Department of Finance HM

Attachment: CESH Grant 2019 Sub Agreement with Glenn County (6334 : Approve Agreement with Glenn County)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Chapter 2.8 (commencing with Section 50490) of Part 2 of Division 31 of the Health and Safety Code enacted in 2018, as amended and in effect from time to time (the "CESH Statutes"), the State has established the California Emergency Solutions and Housing Program (the "Program"). The California Department of Housing and Community Development (referred to herein as "HCD" or "Department") has issued that certain Notice of Funding Availability, dated March 21, 2019, as amended from time to time (the "NOFA").

This Agreement along with all its exhibits (the "Agreement") is entered into under the authority of, and in furtherance of the purpose of the Program, pursuant to Health and Safety Code, Section 50490, and governs the administration of the Program. Terms not otherwise defined here shall have the meaning of the definitions set forth in Health and Safety Code Section 50490.

2. Purpose

In accordance with the authorities cited above, an application by Glenn County, through its Community Action Department ("Contracting Agency"), was made to HCD for the purpose of funding eligible activities relating to homelessness within the Dos Rios Continuum of Care ("CoC") service area, as defined in Health and Safety Code Section 50490.

By entering into this Agreement and thereby accepting the award of the CESH grant funds (the "Grant"), the Subrecipient hereby agrees to comply with all the requirements of the CESH program, and the requirements of the authorities cited above.

3. Scope of Work

The scope of work ("Work") for this Agreement shall consist of one or more of the following eligible uses:

A. Rental assistance, housing relocation and stabilization services to ensure housing affordability to individuals experiencing homelessness or who are at risk of homelessness.
B. Operating subsidies in the form of 15-year capitalized operating reserves for new and existing affordable permanent housing units for homeless individuals and/or families.
C. Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families. Funds used for purposes of this paragraph may support rental assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, or project-based rent or operating reserves.
D. Operating support for emergency housing interventions, including, but not limited to, the following:

Attachment: CESH Grant 2019 Sub Agreement with Glenn County (6334 : Approve Agreement with Glenn County)

i Navigation centers that provide temporary room and board and case managers who work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.

ii Street outreach services to connect unsheltered homeless individuals and families to temporary or permanent housing.

iii Shelter diversion, including, but not limited to, homelessness prevention activities such those described in 24 CFR 576.103, and other necessary service integration activities such as those described in 24 CFR 576.105, to connect individuals and families to alternate housing arrangements, services, and financial assistance.

E. Systems support for activities necessary to maintain a comprehensive homeless services and housing delivery system, including Coordinated Entry System (CES) data, and Homeless Management Information System (HMIS) reporting, and homelessness planning activities.

F. Development or updating of a CES, if the COC does not have a system in place that meets the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA.

G. Development of a plan addressing actions to be taken within the COC service area if no such plan exists.

Attachment: CESH Grant 2019 Sub Agreement with Glenn County (6334 : Approve Agreement with Glenn County)

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Subrecipient has been awarded the following grant activity amounts:

Rental Assistance, Housing Relocation, and Stabilization Services	$56,700.00
General Administration	$ 2,100.00
TOTAL AWARD AMOUNT	**$58,800.00**

2. Invoicing and Payments

A. Subrecipient shall submit invoices for actual services rendered during the preceding month. The final invoice of each fiscal year is due by June 10th. Subrecipient 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 Contracting Agency 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.

B. Invoice(s) may be submitted by email to: gccad@countyofglenn.net or by mail to:

Glenn County Community Action Department
Attn: Administration/ Fiscal
125 E Walker Street
Orland, CA 95963

Attachment: CESH Grant 2019 Sub Agreement with Glenn County (6334 : Approve Agreement with Glenn County)

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective on May 29, 2020 (such date, the "Effective Date").
B. This Agreement shall terminate on May 29, 2025 (such date, the "Expiration Date").
C. Grant expenses must be incurred from the Effective Date of this Agreement until the date which is 90 calendar days prior to the Expiration Date (such date, the "Expenditure Deadline"). The Expenditure Deadline for this Agreement is February 28, 2025.
D. Any expenses incurred prior to the Effective Date or after the Expenditure Deadline will not be eligible for payment from any Grant funds. Any Grant funds which have not been expended by the Expenditure Deadline shall be disencumbered.

2. Program Reporting

A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Subrecipient shall submit an annual report to the Contracting Agency by July 1 of each year that reports all activities from the previous fiscal year (7/1 – 6/30).
B. The annual expenditure report shall contain a detailed report which must include, at a minimum:
    i Projected performance measures;
    ii Contract expenditures;
    iii Progress on the following performance measures:
        a The number of homeless persons served;
        b The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;
        c The number of homeless persons exiting the program or project to permanent housing; and,
        d The number of persons that return to homelessness after exiting the program or project.
C. The Contracting Agency is responsible for the completion of audits and all costs of preparing audits.
D. The Contracting Agency will monitor the performance of the Subrecipient against goals and performance standards that include timely expenditure of funds. Substandard performance as determined by the Contracting Agency will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken within a reasonable period of time after being notified by the Contracting Agency, termination procedures could result in redistribution of grant funds to other performing Subrecipients.

Attachment: CESH Grant 2019 Sub Agreement with Glenn County (6334 : Approve Agreement with Glenn County)

3. Use of Homeless Management Information System

Subrecipient shall enter all client-level data into the Dos Rios Homeless Management Information System ("HMIS") as required by the HMIS Lead Agency, Glenn County Community Action Department. In addition, Subrecipient shall sign a Personal Services and Sublicense Agreement with Glenn County Community Action Department to obtain access to HMIS and obtain training for use of HMIS. Subrecipient shall use the Dos Rios HMIS Intake forms and processes as provided by the Contracting Agency.

4. Notices

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 Subrecipient in accordance with this section:

If to the Contracting Agency:

Administration
Glenn County Community Action Department
125 E Walker Street
Orland, CA 95963
Telephone: (530) 934-1443

Invoice may be submitted by email to:
gccad@countyofglenn.net

If to Subrecipient:

Terence Rooney, Director
County of Colusa, Department of Behavioral Health
162 E Carson Street
Colusa, CA 95932
Telephone: (530) 458-0520\
Email: trooney@countyofcolusa.com

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

5. Independent Contractor

A. It is understood and agreed, and is the intention of the parties hereto, that Subrecipient is an independent contractor, and not the employee or agent of Contracting Agency for any purpose whatsoever. Contracting Agency shall have no right to and shall not control the manner or prescribe the method by which the services are performed by Subrecipient

Attachment: CESH Grant 2019 Sub Agreement with Glenn County (6334 : Approve Agreement with Glenn County)

herein. Subrecipient 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. Subrecipient shall have no claim under this Agreement or otherwise against Contracting Agency 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 Contracting Agency shall not withhold from Subrecipient's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Subrecipient 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 Subrecipient shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Subrecipient'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, Subrecipient agrees to indemnify Contracting Agency and hold Contracting Agency 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 Contracting Agency may be assessed by such state or federal agency for failing to withhold from the compensation paid to Subrecipient under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Subrecipient'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, Subrecipient shall defend (with legal counsel reasonably acceptable to the Contracting Agency), indemnify and hold harmless the Contracting Agency, the County of Glenn, it's officers, employees, and agents, from and against any and all 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 Subrecipients 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.

6. Authority of Subrecipient

Subrecipient shall possess no authority with respect to any Contracting Agency decision.

7. Termination

A. The Contracting Agency may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Subrecipient. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the CESH Statutes, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Contracting Agency, any unexpended funds received by the Subrecipient shall be returned to the Contracting Agency within thirty (30) days of the notice of termination.

B. This Agreement is subject to any additional restrictions, limitations or conditions, or

Attachment: CESH Grant 2019 Sub Agreement with Glenn County (6334 : Approve Agreement with Glenn County)

statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

C. The Contracting Agency has the option to terminate this Agreement under the fourteen (14) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

8. Subcontracting and Assignment

Subrecipient shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior consent of the Contracting Agency.

9. Ownership of Work Product

All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Subrecipient, in both paper and original electronic program forms, shall become the property of the Contracting agency as they are produced and shall be delivered to the Contracting agency upon completion of services. Subrecipient may retain copies for its files and internal use, however, Subrecipient shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the Contracting agency. Upon reasonable notice, Contracting Agency representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification

To the fullest extent permitted by law, Subrecipient shall defend (with legal counsel reasonably acceptable to the Contracting Agency), indemnify and hold harmless the County of Glenn, it's officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Subrecipient or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Subrecipients 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 negligence, recklessness, or willful misconduct of Subrecipient, any subcontractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). To the extent there is an obligation to indemnify under this paragraph; Subrecipient shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Subrecipient's negligence, recklessness, or willful misconduct.

11. Insurance

A. Insurance Requirements: Without limiting Subrecipient's indemnification of the Contracting Agency, Subrecipient 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 Subrecipient, Subrecipient's agents, representatives, employees, and sub-contractors. At

Attachment: CESH Grant 2019 Sub Agreement with Glenn County (6334 : Approve Agreement with Glenn County)

the very least, Subrecipient shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below

The agency responsible for administering this Agreement is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under this Agreement is begun. Subrecipient shall furnish to the Contracting Agency certificates of insurance. All certificates of insurance are to be received and approved by the Contracting Agency before work under this Agreement has begun. The Contracting Agency reserves the right to require complete, certified copies of all insurance policies required by this Agreement. Subrecipient agrees to notify Contracting Agency within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the Contracting Agency. At the option of the Contracting Agency, either the Subrecipient shall reduce or eliminate such deductibles or self-insured retentions, with respect to the Contracting Agency, its officers, officials, employees and volunteers, or the Subrecipient shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher. However, Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

B. Insurance Required:

General Liability: General liability: At least $1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The Subrecipient or Subrecipient's insurance carrier shall notify Contracting Agency if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

Automobile Liability: At least $100,000 to cover bodily injury for one person and $300,000 for two or more persons, and $50,000 to cover property damages. However, policy limits for construction projects shall be at least $1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the Subrecipient to fulfill the requirements of this Agreement, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least $1,000,000 for bodily injury or disease.

Professional Liability Insurance: Professional liability insurance covering professional services shall be provided in an amount of at least $1,000,000 per occurrence or $1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year

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extended reporting provision.

i Such insurance shall include Contracting Agency, the County of Glenn, its elected officials, officers, and employees as additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to Contracting Agency. Subrecipient shall provide Contracting Agency with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company for underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. If Subrecipient has employees, he/she shall obtain and maintain continuously workers compensation insurance to cover Subrecipient and Subrecipient's employees and partners.

ii All endorsements are to be received and approved by the Contracting Agency before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

iii Unless otherwise agreed by the parties, Subrecipient shall cause all of its subcontractors to maintain the insurance coverages specified in this insurance section and name Subrecipient as an additional insured on all such coverages. Evidence thereof shall be furnished as Contracting Agency may reasonably request.

iv The coverage types and limits required pursuant to this agreement shall in no way limit the liability of the Subrecipient.

12. 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 Subrecipient and any subcontractors are engaged.

B. Subrecipient represents and warrants that it is professionally qualified to perform the services described here in; acknowledges that the Contracting Agency is relying on the Subrecipient's qualifications to perform the services in a professional manner; and agrees that the Contracting Agency's full or partial acceptance of any work does not release Subrecipient from its obligation to perform the services in accordance with this agreement unless the Contracting Agency expressly agrees otherwise in writing. Subrecipient certifies that it is not listed as debarred or suspended by the System for Award Management (SAM, www.sam.gov).

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

13. Responsibilities of Subrecipient

A. Subrecipient has submitted an Application for a grant and Contracting Agency is entering into this agreement based on, and in substantial reliance upon, Subrecipient's facts, information, assertions and representations contained in the Application for funding. Any

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future modifications to the Application are to be approved by the Contracting Agency and hereby incorporated into this Agreement.

B. Subrecipient warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Subrecipient's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Contracting Agency's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then Contracting Agency may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

C. Grant funds awarded to the Subrecipient and expended by Subrecipient shall be used for the eligible activities as required by the CESH Statutes. The following additional limitations or requirements shall apply: Rental assistance provided as an eligible activity shall not exceed 48 months for each assisted household and rent payments shall not exceed two times the current HUD fair market rent for the local area, as determined pursuant to 24 CFR part 888.

D. Contracting Agency or their subrecipients must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, Title 25, sections 1-6. A Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.

E. Except in the case of a program or project specifically targeting homelessness prevention activities as part of shelter diversion activities, as described in Section ll.B.4.C of the NOFA, a Subrecipient that is allocated CESH Program funds shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness..

F. Subrecipient shall be solely responsible for the quality and accuracy of its work in the work of its subcontractors performed in connection with this agreement. Any review, approval, or concurrence by the Contracting Agency shall not be deemed to constitute acceptance or waiver by the Contracting Agency of any error or omission as to such work.

G. The Subrecipient agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Contracting Agency, its Subrecipients, and any other Grant Activity.

H. The Subrecipient shall notify the Contracting Agency immediately of any claim or action undertaken by or against it, which affect or may affect this Agreement or the Contracting Agency and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Contracting Agency.

14. Publication of Documents and Data

Subrecipient may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the Contracting Agency. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the Contracting Agency or Subrecipient.

Attachment: CESH Grant 2019 Sub Agreement with Glenn County (6334 : Approve Agreement with Glenn County)

15. Employment Practices

Subrecipient, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices. Subrecipient agrees to sign the Vendors Assurance of Compliance attached hereto as Exhibit D and made a part hereof by this reference.

16. 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.

17. Prevailing Wages

To the extent that any of the work performed under this Agreement is a "public work" within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Subrecipient shall cause all such work, as applicable, to be performed as a "public work" in compliance with California prevailing wage laws. In the event Subrecipient fails to do so, Subrecipient shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

18. Conflict with Laws or Regulations/Severability

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.

19. 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.

20. Amendments

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

21. Entire Agreement

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This Agreement, constitutes the entire Agreement between the parties for the provision of services to Contracting Agency by Subrecipient and supersedes all prior oral and written agreements and communications.

22. Successors and Assigns

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

23. 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.

24. Confidentiality/Privacy

A. Personally Identifiable Information ("PII") is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.
B. To the extent that the work under this Agreement requires the Subrecipient to have access to PII, the Subrecipient shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Subrecipient agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the Contracting Agency, in writing. If and when Subrecipient becomes aware of, or should reasonably have been aware of a breach of PII, Subrecipient shall notify Contracting Agency within two (2) business days.

25. Non-Exclusive Agreement

Subrecipient understands that this is not an exclusive agreement, and Contracting Agency shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Subrecipient, or to perform such services with Contracting Agency's own forces.

26. 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

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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.

27. Special Conditions-Contractors and Subrecipients

The Subrecipient agrees to comply with all conditions of this Agreement. These conditions shall be met to the satisfaction of Contracting Agency prior to disbursement of funds. The Contracting Agency shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Contracting Agency shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

28. Retention and Inspection of Records

A. The Subrecipient is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the Contracting Agency, of the accuracy of the records and the allowability of expenditures charged to Grant funds.
B. The Subrecipient agrees that the Contracting Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Subrecipient agrees to provide the Contracting Agency, or its designee, with any relevant information requested. The Subrecipient agrees to permit the Contracting Agency or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the CESH Statutes, the NOFA, and this Agreement.
C. The Subrecipient further agrees to retain all records for a period of (5) five years after the end of the term of this Agreement:
    i If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.
    ii The Subrecipient also agrees to include in any contract that it enters into in an amount exceeding $10,000, the Contracting Agency's right to audit the Subrecipient's records and interview their employees. The Subrecipient shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set

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forth in California Public Code Section 10115.10.

D. The determination by HCD of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.
E. The Subrecipient shall retain all books and records relevant to this Agreement for a minimum of (5) five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

29. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Contracting Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Subrecipient of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Contracting Agency to enforce these provisions.

30. Relocation

Subrecipient shall comply with all requirements of applicable California relocation law (Gov. Code, S 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations, Title. 25, S 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.

31. Breach and Remedies

The following shall each constitute a breach of this Agreement:

A. Subrecipient's failure to comply with the terms of this Agreement.
B. Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.
C. Any failure to comply with the deadlines set forth in this Agreement.
D. In addition to any other remedies that may be available to the Contracting Agency in law or equity for breach of this Agreement, the Contracting Agency may:
   i Require the return of any unexpended CESH funds disbursed under this Agreement;
   ii Require repayment of CESH funds disbursed and expended under this agreement;
   iii Require the immediate return to the Contracting Agency of all funds derived from the use of CESH funds including, but not limited to recaptured funds and returned funds;
   iv Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with the CESH Program requirements; and,
   v Seek such other remedies as may be available under the relevant agreement or any law.
E. All remedies available to the Contracting Agency are cumulative and not exclusive and shall survive the expiration date of the contract.
F. The Contracting Agency may give written notice to the Subrecipient to cure the breach or violation within a period of not less than 15 days.

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EXHIBIT D

VENDOR ASSURANCE OF COMPLIANCE

VENDOR ASSURANCE OF COMPLIANCE WITH THE COUNTY OF GLENN, THROUGH ITS COMMUNITY ACTION DEPARTMENT, NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF SUBRECIPIENT: Colusa County Behavioral Health

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j);California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

~~Denise J. Carter, C~~hair, Colusa County Board of Supervisors

Vendor Assurance of Compliance (8/13/01) Gary J. Evans

Attachment: CESH Grant 2019 Sub Agreement with Glenn County (6334 : Approve Agreement with Glenn County)

COUNTY OF COLUSA, CA **3.6**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Wendy Tyler**

SUBJECT: **Approve Modifications to Frontier Services Agreement**

Approve second modification to **Frontier Communications** contract C14-049 to upgrade network services , effective January 1, 2021, and authorize Purchasing Agent to sign all necessary documents.

Detailed Description/Background of request

Frontier Communications provides the County's internet and telephone services. These Frontier Service Agreements (FSA) provide for the upgrade of network bandwidth from 10mbs to 100mbs. The network service circuits connect various County buildings to form a private county-wide network allowing departments and employees to exchange County information to serve the public. This upgrade will also benefit County telephone quality used for voice communications which takes place over the County network.

Attached to FSA dated March 11, 2014:

Schedule Number S-0000254633, HHS, 251 Webster St.
Schedule Number S-0000254623, Main, 546 Jay St.
Schedule Number S-0000254631, Plaza, 1215 Market St.
Schedule Number S-0000254644, BHS, 162 E. Carson St.
Schedule Number S-0000254608, Ag, 100 Sunrise Blvd.
Schedule Number S-0000254652, 546 Jay St.
Schedule Number S-0000254860, 546 Jay St.
Schedule Number S-0000254864, 546 Jay St.

This necessary upgrade will be beneficial due to the increase in teleconferencing, Zoom meetings and internet requirements. Overall, we will see a reduction in the digital voice circuit costs of approximately $500./month.

Prior Board Action

Prior FSA with Frontier Communications C14-049.

Fiscal Impact/Funding Source

Budgeted - With in departments budgets (53060)

Action for the Clerk

Please obtain signatures and email to Greg Pankey at gpankey@countyofcolusa.com. Greg will obtain counter-signatures and return contracts.

ATTACHMENTS:

- County of Colusa - 251 E Webster FSA (PDF)
- County of Colusa - 546 Jay FSA (PDF)
- County of Colusa - 1215 Market FSA (PDF)
- County of Colusa - 162 E Carson FSA (PDF)
- County of Colusa -100 Sunrise FSA (PDF)
- County of Colusa - E-LAN_1 (PDF)
- County of Colusa - E-LAN_2 (PDF)
- County of Colusa - E-LAN_3 (PDF)
- FSA Colusa County 2014 (PDF)

frontier Communications

BUSINESS LOCAL & LD SERVICES SCHEDULE
Frontier Confidential

This is Schedule Number S-0000254633 to the Frontier Services Agreement dated **March** 11, 2014 **("FSA")** by and between **County of Colusa** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: **HHS**
251 E Webster St
City, State, Zip: **Colusa, CA 95932**

Schedule Date: **January 01, 2021**
Service Term: **36**

Local Service	**Quantity**	**NRC**	**MRC**
Business Lines		$	$
Centrex		$	$
DIDs		$	$
ISDN PRI		$	$
ISDN BRI		$	$
Digital Channel Service (DCS)		$	$
Local Measured Service (LMS) Plan		$	$
Foreign Exchange Service (FXS)		$	$
PBX Trunks – Analog		$	$
Features:		$	$
Other Local Service: PRI Bundle / 100 DIDs / Caller ID Name & Number	1	$0.00	$330.00
Long Distance Service	**Quantity**	**Rate**	**MRC**
One Plus - Intrastate		$	$
One Plus - Interstate		$	$
Toll Free - Intrastate		$	$
Toll Free - Interstate		$	$
IntraLATA		$	$
International		$	$
Dedicated - OnePlus		$	$
Dedicated – Toll Free		$	$
EAS/EMS		$	$
Audio Conferencing		$	$
Web Conferencing		$	$
Other LD Service:		$	$

Domestic Block Of Time Plans:	**Minutes / MRC / Overage Rate**
1+ outbound for T1 / PRI / Centrex / B1s	Select
Toll Free for T1 / PRI / Centrex / B1s	Select

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.		**County of Colusa**
Frontier's Signature:		***Customer's Signature:***
Printed Name:		**Printed Name:**
Title:		**Title:**
Date:		**Date:**

Attachment: County of Colusa - 251 E Webster FSA (6340 : Approve Modifications to Frontier Services Agreement)

frontier Communications

BUSINESS LOCAL & LD SERVICES SCHEDULE
Frontier Confidential

This is Schedule Number S-0000254623 to the Frontier Services Agreement dated **March** 11, 2014 **("FSA")** by and between **County of Colusa** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: **Main 546 JaySt**
City, State, Zip: **Colusa, CA 95932**

Schedule Date: **January 01, 2021**
Service Term: **36**

Local Service	**Quantity**	**NRC**	**MRC**
Business Lines		$	$
Centrex		$	$
DIDs		$	$
ISDN PRI		$	$
ISDN BRI		$	$
Digital Channel Service (DCS)		$	$
Local Measured Service (LMS) Plan		$	$
Foreign Exchange Service (FXS)		$	$
PBX Trunks – Analog		$	$
Features:		$	$
Other Local Service: PRI Bundle / 100 DIDs / Caller ID Name & Number	1	$0.00	$330.00
Long Distance Service	**Quantity**	**Rate**	**MRC**
One Plus - Intrastate		$	$
One Plus - Interstate		$	$
Toll Free - Intrastate		$	$
Toll Free - Interstate		$	$
IntraLATA		$	$
International		$	$
Dedicated - OnePlus		$	$
Dedicated – Toll Free		$	$
EAS/EMS		$	$
Audio Conferencing		$	$
Web Conferencing		$	$
Other LD Service:		$	$

Domestic Block Of Time Plans:	**Minutes / MRC / Overage Rate**
1+ outbound for T1 / PRI / Centrex / B1s	Select
Toll Free for T1 / PRI / Centrex / B1s	Select

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.		**County of Colusa**
Frontier's Signature:		***Customer's Signature:***
Printed Name:		**Printed Name:**
Title:		**Title:**
Date:		**Date:**

Attachment: County of Colusa - 546 Jay FSA (6340 : Approve Modifications to Frontier Services Agreement)

frontier Communications

BUSINESS LOCAL & LD SERVICES SCHEDULE
Frontier Confidential

This is Schedule Number S-0000254631 to the Frontier Services Agreement dated **March** 11, 2014 **("FSA")** by and between **County of Colusa** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: **Plaza 1215 Market St**
City, State, Zip: **Colusa, CA 95932**

Schedule Date: **January 01, 2021**
Service Term: **36**

Local Service	**Quantity**	**NRC**	**MRC**
Business Lines		$	$
Centrex		$	$
DIDs		$	$
ISDN PRI		$	$
ISDN BRI		$	$
Digital Channel Service (DCS)		$	$
Local Measured Service (LMS) Plan		$	$
Foreign Exchange Service (FXS)		$	$
PBX Trunks – Analog		$	$
Features:		$	$
Other Local Service: PRI Bundle / 50 DIDs / Caller ID Name & Number	1	$0.00	$325.00
Long Distance Service	**Quantity**	**Rate**	**MRC**
One Plus - Intrastate		$	$
One Plus - Interstate		$	$
Toll Free - Intrastate		$	$
Toll Free - Interstate		$	$
IntraLATA		$	$
International		$	$
Dedicated - OnePlus		$	$
Dedicated – Toll Free		$	$
EAS/EMS		$	$
Audio Conferencing		$	$
Web Conferencing		$	$
Other LD Service:		$	$

Domestic Block Of Time Plans:	**Minutes / MRC / Overage Rate**
1+ outbound for T1 / PRI / Centrex / B1s	Select
Toll Free for T1 / PRI / Centrex / B1s	Select

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.		**County of Colusa**
Frontier's Signature:		***Customer's Signature:***
Printed Name:		**Printed Name:**
Title:		**Title:**
Date:		**Date:**

Attachment: County of Colusa - 1215 Market FSA (6340 : Approve Modifications to Frontier Services Agreement)

frontier Communications

BUSINESS LOCAL & LD SERVICES SCHEDULE
Frontier Confidential

This is Schedule Number S-0000254644 to the Frontier Services Agreement dated **March** 11, 2014 **("FSA")** by and between **County of Colusa** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address: **BHS**
162 E Carson St
City, State, Zip: **Colusa, CA 95932**

Schedule Date: **January 01, 2021**
Service Term: **36**

Local Service	**Quantity**	**NRC**	**MRC**
Business Lines		$	$
Centrex		$	$
DIDs		$	$
ISDN PRI		$	$
ISDN BRI		$	$
Digital Channel Service (DCS)		$	$
Local Measured Service (LMS) Plan		$	$
Foreign Exchange Service (FXS)		$	$
PBX Trunks – Analog		$	$
Features:		$	$
Other Local Service: PRI Bundle / 100 DIDs / Caller ID Name & Number	1	$0.00	$330.00
Long Distance Service	**Quantity**	**Rate**	**MRC**
One Plus - Intrastate		$	$
One Plus - Interstate		$	$
Toll Free - Intrastate		$	$
Toll Free - Interstate		$	$
IntraLATA		$	$
International		$	$
Dedicated - OnePlus		$	$
Dedicated – Toll Free		$	$
EAS/EMS		$	$
Audio Conferencing		$	$
Web Conferencing		$	$
Other LD Service:		$	$

Domestic Block Of Time Plans:	**Minutes / MRC / Overage Rate**
1+ outbound for T1 / PRI / Centrex / B1s	Select
Toll Free for T1 / PRI / Centrex / B1s	Select

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.		**County of Colusa**
Frontier's Signature:		***Customer's Signature:***
Printed Name:		**Printed Name:**
Title:		**Title:**
Date:		**Date:**

Attachment: County of Colusa - 162 E Carson FSA (6340 : Approve Modifications to Frontier Services Agreement)

frontier Communications

BUSINESS LOCAL & LD SERVICES SCHEDULE
Frontier Confidential

This is Schedule Number S-0000254608 to the Frontier Services Agreement dated **March** 11, 2014 **("FSA")** by and between **County of Colusa** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Service Location:

Street Address:	**Dept. of Agriculture 100 Sunrise Blvd.**	**Schedule Date:**	**January 01, 2021**
City, State, Zip:	**Colusa, CA 95932**	**Service Term:**	**36**

Local Service	**Quantity**	**NRC**	**MRC**
Business Lines		$	$
Centrex		$	$
DIDs		$	$
ISDN PRI		$	$
ISDN BRI		$	$
Digital Channel Service (DCS)		$	$
Local Measured Service (LMS) Plan		$	$
Foreign Exchange Service (FXS)		$	$
PBX Trunks – Analog		$	$
Features:		$	$
Other Local Service: PRI Bundle / 20 DIDs / Caller ID Name & Number	1	$0.00	$320.00
Long Distance Service	**Quantity**	**Rate**	**MRC**
One Plus - Intrastate		$	$
One Plus - Interstate		$	$
Toll Free - Intrastate		$	$
Toll Free - Interstate		$	$
IntraLATA		$	$
International		$	$
Dedicated - OnePlus		$	$
Dedicated – Toll Free		$	$
EAS/EMS		$	$
Audio Conferencing		$	$
Web Conferencing		$	$
Other LD Service:		$	$

Domestic Block Of Time Plans:	**Minutes / MRC / Overage Rate**
1+ outbound for T1 / PRI / Centrex / B1s	Select
Toll Free for T1 / PRI / Centrex / B1s	Select

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.		**County of Colusa**
Frontier's Signature:		***Customer's Signature:***
Printed Name:		**Printed Name:**
Title:		**Title:**
Date:		**Date:**

Attachment: County of Colusa -100 Sunrise FSA (6340 : Approve Modifications to Frontier Services Agreement)

Frontier COMMUNICATIONS

ETHERNET LOCAL AREA NETWORK (E-LAN) SCHEDULE

Frontier Confidential

This is Schedule Number S-0000254652 to the Frontier Services Agreement dated March 11, 2014 **("FSA")** by and between **County of Colusa** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location:	**546 Jay Street, Colusa, California, 95932**	**Schedule Date:**	**01/01/2021**
Schedule Type/Purpose:	**Revision to upgrade existing Services**	**Service Term:**	**60 Months**

Service		NRC	MRC
Ethernet Access Circuit(s)	(details in Table 1)	$ **0.00**	$ **1,773.00**
Special Construction		$	$
Ethernet Access Circuit(s)	(details in Table 1)-ICB	$	$
	Total:	**$ 0.00**	**$ 1,773.00**

Interstate / Intrastate Pricing Certification: "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: ☐ more than 10% interstate in nature (subject to federal jurisdiction/fees) ☒ 10% or less interstate in nature (subject to state jurisdiction/fees)

Table 1: Ethernet Access Circuit(s)

Service Location	Service Address, and NPA NXX:	Service		Charges NRC	Charges MRC
A **renew+upgrade**	Ag Dept. 100 Sunrise Blvd, Suite F, Colusa, CA, 95932, 530 458	Access CIR (Mbps)	**50 Mbps** Mbps	$ **0.00** $	$ **447.00** $
B **renew+upgrade**	Public Works 1215 Market St, Colusa, CA, 95932, 530 458	Access CIR (Mbps)	**100 Mbps** Mbps	$ **0.00** $	$ **442.00** $
C **renew+upgrade**	HHS 144 Market St, Colusa, CA, 95932, 530 458	Access CIR (Mbps)	**100 Mbps** Mbps	$ **0.00** $	$ **442.00** $
D **renew+upgrade**	738 Market St, Colusa, CA, 95932, 530 458	Access CIR (Mbps)	**100 Mbps** Mbps	$ **0.00** $	$ **442.00** $
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)	**Select** Mbps	$ $	$ $
			Subtotal:	$	$

Table 2: ETHERNET VIRTUAL CIRCUIT(S)

Type of EVC (Silver)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC
Select	**Select**Mbps	Select	Select	$
Select	**Select**Mbps	Select	Select	$
Select	**Select**Mbps	Select	Select	$
Select	**Select**Mbps	Select	Select	$
Select	**Select**Mbps	Select	Select	$
			Subtotal:	

1. **SERVICE DESCRIPTION**:

a. Ethernet Local Area Network (E-LAN) is a data transport configuration providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN consists of two (2) or more locations, providing full mesh connectivity for all locations. Frontier provides E-LAN on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. E-LAN will be designed, provisioned and implemented with standard switched Ethernet components. Each access circuit is given its own ingress / egress bandwidth profile. Connectivity is provided to all E-LAN access circuits through a single non-deterministic Silver Ethernet Virtual Circuit (EVC) carrying all bandwidth profiles. The E-LAN Silver EVC provides secure traffic separation, and privacy for Customer Service Locations over Frontier's shared switching infrastructure. Frontier E-LAN features two design variations: 1) All-to-One Bundled Access which accepts and carries Customer VLAN (Virtual LAN) tagged and/or untagged traffic and supports Layer-2 Control Protocol (L2CP) tunneling upon request. This Service is also referred to as Ethernet Private Local Area Network (EP-LAN). 2) Multiplexed Access which accepts and carries multiplexed EVCs preserving the Customer's VLAN ID. This traffic needs to be tagged by the Customer. This Service is also referred to as Ethernet Virtual Private Local Area Network (EVP-LAN). Multiplexed Access does not support Layer 2 Control Protocol (L2CP). EVP-LAN can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect

Attachment: County of Colusa - E-LAN_1 (6340 : Approve Modifications to Frontier Services Agreement)

– Cloud). Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

2. SPECIAL CONSTRUCTION: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. OBLIGATIONS OF CUSTOMER. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers (**"PINs"**) or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4. **After Hours/Holiday Labor Hours**. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of $175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. EQUIPMENT OR SOFTWARE NOT PROVIDED BY FRONTIER. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

6. SERVICE LEVEL AGREEMENT. The E-LAN Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.		**COUNTY OF COLUSA**	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Attachment: County of Colusa - E-LAN_1 (6340 : Approve Modifications to Frontier Services Agreement)

EXHIBIT 1
ETHERNET LOCAL AREA NETWORK SERVICE LEVEL AGREEMENT

This Ethernet Local Area Network Service Level Agreement ("SLA") applies to an Ethernet Local Area Network (E-LAN) Schedule executed by and between **County of Colusa** ("Customer") and **Frontier Communications of America, Inc.** ("Frontier"). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("On-Net Service").

1. Operational Objectives

A. **Availability**: Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (POP) or On-Net Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 2 and 3 below.

Table 1 A Ethernet Local Area Network SLAs		
Circuit Availability (CA)		**MRC Service Credit**
Availability	99.99%	Below 99.99% Service Credit 30% MRC

B. **Mean Time to Repair (MTTR)**: MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the On-Net Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 2 and 3 below.

Table 1B: Ethernet Local Area Network		
Mean Time To Repair		**MRC Service Credit**
MTTR ON-NET	**4 Hours**	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

2. Service Outage Reporting Procedure.

A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.

B. When E-LAN Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC")at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.

C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LAN Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.

D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

3. Credit Request and Eligibility.

A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable E-LAN Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.

B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting form Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior

Attachment: County of Colusa - E-LAN_1 (6340 : Approve Modifications to Frontier Services Agreement)

to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LAN Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.

D. This SLA guarantees service performance of Frontier's Ethernet Local Area Network (E-LAN) services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.

E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.

F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.

4. **Chronic Outage:** An individual E-LAN Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LAN Service reaches Chronic Outage status, then Customer may terminate the affected E-LAN Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LAN Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

Attachment: County of Colusa - E-LAN_1 (6340 : Approve Modifications to Frontier Services Agreement)

Frontier COMMUNICATIONS

ETHERNET LOCAL AREA NETWORK (E-LAN) SCHEDULE

Frontier Confidential

This is Schedule Number S-0000254860 to the Frontier Services Agreement dated March 11, 2014 **("FSA")** by and between **County of Colusa** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location:	**546 Jay Street, Colusa, California, 95932**	**Schedule Date:**	**01/01/2021**
Schedule Type/Purpose:	**Revision to upgrade existing Services**	**Service Term:**	**60 Months**

Service		NRC	MRC
Ethernet Access Circuit(s)	(details in Table 1)	$ **0.00**	$ **1,326.00**
Special Construction		$	$
Ethernet Access Circuit(s)	(details in Table 1)-ICB	$	$
	Total:	**$ 0.00**	**$ 1,326.00**

Interstate / Intrastate Pricing Certification: "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: ☐ more than 10% interstate in nature (subject to federal jurisdiction/fees) ☒ 10% or less interstate in nature (subject to state jurisdiction/fees)

Table 1: Ethernet Access Circuit(s)

Service Location	Service Address, and NPA NXX:	Service		Charges NRC	Charges MRC
A **renew+upgrade**	251 E Webster St, Colusa, CA, 95932, 530 458	Access CIR (Mbps)	**100 Mbps** Mbps	$ **0.00** $	$ **442.00** $
B **renew+upgrade**	162 E Carson St, Colusa, CA, 95932, 530 458	Access CIR (Mbps)	**100 Mbps** Mbps	$ **0.00** $	$ **442.00** $
C **renew+upgrade**	217 9th St, Colusa, CA, 95932, 530 458	Access CIR (Mbps)	**100 Mbps** Mbps	$ **0.00** $	$ **442.00** $
D	street, city, state, zip, NPA NXX	Access CIR (Mbps)	**Select** Mbps	$ $	$ $
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)	**Select** Mbps	$ $	$ $
			Subtotal:	$ **0.00**	$ **1,326.00**

Table 2: ETHERNET VIRTUAL CIRCUIT(S)

Type of EVC (Silver)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC
Select	**SelectMbps**	Select	Select	$
Select	**Select**Mbps	Select	Select	$
Select	**SelectMbps**	Select	Select	$
Select	**SelectMbps**	Select	Select	$
Select	**SelectMbps**	Select	Select	$
			Subtotal:	

1. **SERVICE DESCRIPTION**:

a. Ethernet Local Area Network (E-LAN) is a data transport configuration providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN consists of two (2) or more locations, providing full mesh connectivity for all locations. Frontier provides E-LAN on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. E-LAN will be designed, provisioned and implemented with standard switched Ethernet components. Each access circuit is given its own ingress / egress bandwidth profile. Connectivity is provided to all E-LAN access circuits through a single non-deterministic Silver Ethernet Virtual Circuit (EVC) carrying all bandwidth profiles. The E-LAN Silver EVC provides secure traffic separation, and privacy for Customer Service Locations over Frontier's shared switching infrastructure. Frontier E-LAN features two design variations: 1) All-to-One Bundled Access which accepts and carries Customer VLAN (Virtual LAN) tagged and/or untagged traffic and supports Layer-2 Control Protocol (L2CP) tunneling upon request. This Service is also referred to as Ethernet Private Local Area Network (EP-LAN). 2) Multiplexed Access which accepts and carries multiplexed EVCs preserving the Customer's VLAN ID. This traffic needs to be tagged by the Customer. This Service is also referred to as Ethernet Virtual Private Local Area Network (EVP-LAN). Multiplexed Access does not support Layer 2 Control Protocol (L2CP). EVP-LAN can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud). Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If

Attachment: County of Colusa - E-LAN_2 (6340 : Approve Modifications to Frontier Services Agreement)

Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

2. SPECIAL CONSTRUCTION: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. OBLIGATIONS OF CUSTOMER. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers (**"PINs"**) or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4. **After Hours/Holiday Labor Hours**. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of $175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. EQUIPMENT OR SOFTWARE NOT PROVIDED BY FRONTIER. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

6. SERVICE LEVEL AGREEMENT. The E-LAN Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.		**COUNTY OF COLUSA**	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Attachment: County of Colusa - E-LAN_2 (6340 : Approve Modifications to Frontier Services Agreement)

EXHIBIT 1
ETHERNET LOCAL AREA NETWORK SERVICE LEVEL AGREEMENT

This Ethernet Local Area Network Service Level Agreement ("SLA") applies to an Ethernet Local Area Network (E-LAN) Schedule executed by and between **County of Colusa** ("Customer") and **Frontier Communications of America, Inc.** ("Frontier"). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("On-Net Service").

1. Operational Objectives

A. **Availability**: Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (POP) or On-Net Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 2 and 3 below.

Table 1 A Ethernet Local Area Network SLAs		
Circuit Availability (CA)		**MRC Service Credit**
Availability	99.99%	Below 99.99% Service Credit 30% MRC

B. **Mean Time to Repair (MTTR)**: MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the On-Net Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 2 and 3 below.

Table 1B: Ethernet Local Area Network		
Mean Time To Repair		**MRC Service Credit**
MTTR ON-NET	**4 Hours**	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

2. Service Outage Reporting Procedure.

A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.

B. When E-LAN Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC")at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.

C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LAN Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.

D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

3. Credit Request and Eligibility.

A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable E-LAN Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.

B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting form Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior

Attachment: County of Colusa - E-LAN_2 (6340 : Approve Modifications to Frontier Services Agreement)

to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LAN Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.

D. This SLA guarantees service performance of Frontier's Ethernet Local Area Network (E-LAN) services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.

E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.

F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.

4. **Chronic Outage:** An individual E-LAN Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LAN Service reaches Chronic Outage status, then Customer may terminate the affected E-LAN Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LAN Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

Attachment: County of Colusa - E-LAN_2 (6340 : Approve Modifications to Frontier Services Agreement)

Frontier COMMUNICATIONS

ETHERNET LOCAL AREA NETWORK (E-LAN) SCHEDULE

Frontier Confidential

This is Schedule Number S-0000254864 to the Frontier Services Agreement dated March 11, 2014 **("FSA")** by and between **County of Colusa** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location:	**546 Jay Street, Colusa, California, 95932**	**Schedule Date:**	**01/01/2021**
Schedule Type/Purpose:	**Order for new Services**	**Service Term:**	**60 Months**

Service	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	$ **0.00**	$ **442.00**
Special Construction	$	$
Ethernet Access Circuit(s) (details in Table 1)-ICB	$	$
Total:	**$ 0.00**	**$ 442.00**

Interstate / Intrastate Pricing Certification: "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: ☐ more than 10% interstate in nature (subject to federal jurisdiction/fees) ☒ 10% or less interstate in nature (subject to state jurisdiction/fees)

Table 1: Ethernet Access Circuit(s)

Service Location	Service Address, and NPA NXX:	Service		Charges NRC	Charges MRC
A **new**	546 Jay St, Colusa, CA, 95932, 530 458	Access CIR (Mbps)	**100 Mbps** Mbps	$ **0.00** $	$ **442.00** $
B	street, city, state, zip, NPA NXX	Access CIR (Mbps)	**Select** Mbps	$ $	$ $
C	street, city, state, zip, NPA NXX	Access CIR (Mbps)	**Select** Mbps	$ $	$ $
D	street, city, state, zip, NPA NXX	Access CIR (Mbps)	**Select** Mbps	$ $	$ $
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)	**Select** Mbps	$ $	$ $
			Subtotal:	$	$

Table 2: ETHERNET VIRTUAL CIRCUIT(S)

Type of EVC (Silver)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC
Select	**SelectMbps**	Select	Select	$
Select	**Select**Mbps	Select	Select	$
Select	**SelectMbps**	Select	Select	$
Select	**SelectMbps**	Select	Select	$
Select	**SelectMbps**	Select	Select	$
			Subtotal:	

1. **SERVICE DESCRIPTION**:

a. Ethernet Local Area Network (E-LAN) is a data transport configuration providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN consists of two (2) or more locations, providing full mesh connectivity for all locations. Frontier provides E-LAN on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. E-LAN will be designed, provisioned and implemented with standard switched Ethernet components. Each access circuit is given its own ingress / egress bandwidth profile. Connectivity is provided to all E-LAN access circuits through a single non-deterministic Silver Ethernet Virtual Circuit (EVC) carrying all bandwidth profiles. The E-LAN Silver EVC provides secure traffic separation, and privacy for Customer Service Locations over Frontier's shared switching infrastructure. Frontier E-LAN features two design variations: 1) All-to-One Bundled Access which accepts and carries Customer VLAN (Virtual LAN) tagged and/or untagged traffic and supports Layer-2 Control Protocol (L2CP) tunneling upon request. This Service is also referred to as Ethernet Private Local Area Network (EP-LAN). 2) Multiplexed Access which accepts and carries multiplexed EVCs preserving the Customer's VLAN ID. This traffic needs to be tagged by the Customer. This Service is also referred to as Ethernet Virtual Private Local Area Network (EVP-LAN). Multiplexed Access does not support Layer 2 Control Protocol (L2CP). EVP-LAN can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud). Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If

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Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

2. SPECIAL CONSTRUCTION: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. OBLIGATIONS OF CUSTOMER. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers (**"PINs"**) or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4. **After Hours/Holiday Labor Hours**. If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of $175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule

5. EQUIPMENT OR SOFTWARE NOT PROVIDED BY FRONTIER. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

6. SERVICE LEVEL AGREEMENT. The E-LAN Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.		**COUNTY OF COLUSA**	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Attachment: County of Colusa - E-LAN_3 (6340 : Approve Modifications to Frontier Services Agreement)

EXHIBIT 1
ETHERNET LOCAL AREA NETWORK SERVICE LEVEL AGREEMENT

This Ethernet Local Area Network Service Level Agreement ("SLA") applies to an Ethernet Local Area Network (E-LAN) Schedule executed by and between **County of Colusa** ("Customer") and **Frontier Communications of America, Inc.** ("Frontier"). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("On-Net Service").

1. Operational Objectives

A. **Availability**: Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (POP) or On-Net Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 2 and 3 below.

Table 1 A Ethernet Local Area Network SLAs		
Circuit Availability (CA)		**MRC Service Credit**
Availability	99.99%	Below 99.99% Service Credit 30% MRC

B. **Mean Time to Repair (MTTR)**: MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the On-Net Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 2 and 3 below.

Table 1B: Ethernet Local Area Network		
Mean Time To Repair		**MRC Service Credit**
MTTR ON-NET	**4 Hours**	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

2. Service Outage Reporting Procedure.

A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.

B. When E-LAN Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC")at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.

C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LAN Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.

D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

3. Credit Request and Eligibility.

A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable E-LAN Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.

B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting form Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior

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to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.

C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LAN Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.

D. This SLA guarantees service performance of Frontier's Ethernet Local Area Network (E-LAN) services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.

E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.

F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.

4. **Chronic Outage:** An individual E-LAN Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LAN Service reaches Chronic Outage status, then Customer may terminate the affected E-LAN Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LAN Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

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frontier Communications

FRONTIER SERVICES AGREEMENT

Frontier Confidential

This Agreement is made this 11th day of March, 2014, ("Effective Date") by and between **Frontier Communications of America, Inc.** on behalf of the incumbent local exchange carrier and service affiliates which provide services to the customer service addresses identified in the Schedules attached hereto (referred to herein as "**Frontier**"), and **County of Colusa** whose address is **547 Market Street #102, Colusa CA 95932** (referred to herein as **"Customer"**).

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to purchase communications services, maintenance and installation services (collectively "Services"), and lease or purchase equipment ("Equipment"), as further described in this Agreement and/or in the Schedules issued by Frontier and executed by Customer. Each Schedule is incorporated herein by reference and made a part hereof.

b. Customer acknowledges that certain Services may be regulated and governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this Agreement and an applicable tariff, the tariff shall control except with respect to pricing, termination charges or cancellation charges for which this Agreement shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services, up to and including the point at which the facilities and equipment are made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Service and/or equipment, including obtaining approvals, permits or licenses from third parties as necessary. Customer will provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services. Customer will cooperate in good faith and follow through with any coordination efforts required in a timely manner.

d. Only authorized agents and representatives of Frontier may perform maintenance work. Any repair, alteration, configuration or servicing of Frontier's facilities or equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance of its maintenance obligations hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for maintenance and repair if: (i) the equipment is altered, maintained or repaired by any party other than Frontier, without Frontier' prior written consent, (ii) the malfunction is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); and (iii) if the problem originated from a source unrelated to the Equipment.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of the Equipment in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service and Frontier's network and facilities, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards. With respect to each Customer-designated location, Customer is responsible for taking all steps necessary to interconnect the Service at such location.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and related equipment. Customer is solely responsible for ensuring that all of Customer's data files are adequately duplicated and documented at all times. Frontier and its contractors are not responsible or liable for data loss for any reason.

j. Frontier will manage its network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Agreement and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Customer and its employees shall be the only permitted end-user of the Services and Equipment. Customer shall not resell or bundle the Services or equipment, nor permit any third party to access the Services or Equipment in exchange for compensation of any kind.

2. Term

The term of this Agreement shall commence as of the **Effective Date** and shall continue through the Service Term and any Extended Service Term (as defined below) with respect to any Service or lease of equipment pursuant to this Agreement. Customer shall purchase the Services and lease or purchase the Equipment identified in each Schedule, for the period of time stated in the Schedule if applicable (the **"Service Term"**). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or (ii) five (5) days following Frontier's installation of such Service(s), and such date is deemed the commencement of the applicable Service Term. If neither

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party provides the other with written notice of its intent to terminate at least sixty (60) days prior to expiration, the Service Term shall automatically renew for additional one-year periods (each an **"Extended Service Term"**), subject to the terms and conditions of this Agreement and at the then applicable one-year term rate, excluding promotional rates.

3. Payment

a. Customer shall pay all charges set forth in the attached Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer monthly for all monthly recurring charges ("MRC") and usage based charges. In addition, the first invoice(s) may include non-recurring charges ("NRC"), as applicable.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay any and all federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (exclusive of taxes based on the net income of Frontier or its affiliates), or any charges in lieu thereof, and any applicable surcharges or fees, including but not limited to Primary Interexchange Carrier Charge (**"PICC"**), Federal Pre-Subscribed Line Charge (**"FEPS"**), Carrier Cost Recovery Surcharge, E-911, Universal Service and Local Number Portability surcharges related to the Services, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges.

c. All payments shall be due within thirty (30) days of the invoice date and late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. The late payment fee referred to above will be in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to suspend or terminate any or all Services or terminate the provision, lease, installation or repair of any or all equipment subject to this Agreement immediately if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

4. Cancellation and Early Termination Charges

a. If Customer cancels any Schedule, in whole or in part, prior to installation or delivery, Customer shall pay a cancellation charge equal to one month of the applicable MRC, plus the total costs and expenditures of Frontier in connection with such Schedule prior to Frontier's receipt of notice of cancellation, including, but not limited to, Frontier's applicable installation charges.

b. Following installation, Customer may terminate a Schedule, in whole or in part, by providing at least thirty (30) days prior written notice to Frontier. If Customer terminates a Schedule, in whole or in part, or Frontier terminates any Schedule, in whole or in part, pursuant to Section 8.a. hereof then, unless otherwise specifically provided in the applicable Schedule, Customer shall immediately pay Frontier a cancellation charge equal to all unpaid amounts applicable to the terminated portion of the Schedule through the date of termination, plus the monthly recurring charges and all related taxes and surcharges multiplied by the number of months remaining in the applicable minimum term commitment, if any. Partial months shall be prorated.

c. It is agreed that Frontier's damages in the event of early termination will be difficult or impossible to ascertain. The charges identified in this Section 4 are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this Agreement shall in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if there is no applicable tariff provision, rule or order, the total amount paid for the applicable Service, Maintenance Service or equipment during the prior 12 months. In cases of a Service Outage, liability shall be limited to 1/720 of the monthly recurring charge for each hour of the Service Outage. A **"Service Outage"** is an interruption in Service caused by a failure of Frontier's equipment or facilities, excluding degradation or disruption due to maintenance or an event outside Frontier's complete control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services, or for downtime of Services, except as expressly set forth herein.

b. **IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING, FRAUD BY THIRD PARTIES.**

c. Frontier warrants that its equipment and facilities will be maintained in good working order. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO ITS FACILITIES, TRANSMISSION EQUIPMENT, DATA AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.**

d. This Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this Agreement will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this Agreement or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law.

6. Indemnification

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this Agreement; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this Agreement; (iii) use of the Equipment or Services by third parties, including employees,

Attachment: FSA Colusa County 2014 (6340 : Approve Modifications to Frontier Services Agreement)

contractors or agents; (iv) any infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services or content transmitted to or from the Customer's location using the Equipment or Service; (v) any bodily injury (including illness or death) or property damage caused by the Customer or associated with the Equipment or Service; or (vi) Customer's failure to maintain an adequate and safe environment free from any liens, or permitting unauthorized repairs.

Frontier shall indemnify, defend and hold Customer and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, direct damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Frontier's breach of this Agreement; (ii) Frontier's negligence or willful misconduct in the performance of its obligations under this Agreement; (iii) any bodily injury (including illness or death) or tangible property damage caused by the negligence of Frontier.

The obligations under this Section 6 are independent of any other obligation under this Agreement.

7. Confidentiality

a. Both parties agree that all terms and conditions set forth in this Agreement shall be considered confidential, and that details of the terms of this Agreement, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter **"Information"**) shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of six (6) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

8. Default

a. Breach by Customer: If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or fails to comply with any other term or condition of this Agreement or any Schedule, and such failure continues for thirty (30) days after notice, then Frontier shall have the right either to suspend the Schedule, or any portion thereof, until the default is remedied or to terminate this Agreement or any Schedule in whole or in part. Notwithstanding the above, in the following circumstances Frontier may immediately suspend Services and, after (i) giving notice to Customer with an opportunity to respond appropriate to the circumstances and (ii) Customer's failure to respond, Frontier may terminate any or all Services, remove Equipment from Customer's premises and immediately repossess Equipment:

1) In the event of unauthorized, unlawful or improper use or abuse of the facilities, equipment, or Service, or

2) If, in the sole judgment of Frontier, Customer's use of the facilities, equipment, or Service has or will have an adverse affect on the business of Frontier or the efficiency of Frontier's personnel, network, property or service; or

3) A court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

In addition, Frontier shall have the right to take immediate action, including termination of the Schedule and severing of the connection to its network without notice to Customer when injury or damage to Frontier personnel, network, property or service is occurring, or is likely to occur.

b. Breach by Frontier: If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach, Customer may terminate the Service which is the subject of such breach.

9. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

This Agreement may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this Agreement to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder, but shall remain fully liable to Customer for the workmanlike performance thereof.

11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this Agreement, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges pursuant to the related Schedule based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the premises.

Attachment: FSA Colusa County 2014 (6340 : Approve Modifications to Frontier Services Agreement)

12. Title and Risk of Loss

a. Risk of loss or damage for equipment and facilities provided pursuant to this Agreement and/or used by Frontier to provide the Services shall pass to Customer at time of delivery to Customer.

b. Unless expressly sold to Customer, any equipment installed at Customer's premises in connection with the Services remains the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this Agreement or any applicable Service or Equipment lease, such equipment shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event of Customer's failure to comply with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of such equipment.

c. Customer will reimburse Frontier for any loss of, or damage to, any Frontier facilities or equipment in or on Customer's premises or property resulting from theft, willful injury, or any other cause whatsoever, other than any loss or damage resulting from either a natural disaster or the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the services and Equipment provided under this Agreement either now or in the future, and has freely elected to enter into this Agreement in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission (**"FCC"**) or any state public utilities commission or other regulatory agency, this Agreement shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this Agreement. If provision of any Service pursuant to this Agreement is subject to advance approval of the FCC and/or any state public utilities commission, this Agreement shall not become effective with respect to such Service after receipt by Frontier of written notice of such approval.

15. Governing Law

This Agreement shall be governed by and construed according to the laws of the State in which services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this Agreement or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this Agreement, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to this Agreement will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

19. Independent Contractor Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then the parties may seek resolution by exercising any rights or remedies available to either party at law or in equity. Customer and Frontier agree that we each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

21. Non Appropriation of Funds.

To the fullest extent required by law, the following shall apply. In the event Customer is not appropriated funds to continue to purchase the Services under this Agreement, despite taking all necessary steps to secure such funding, then Customer will provide Frontier with reasonable advance notice, but not less than thirty (30) business days, of the need to terminate the Services and this Agreement for lack of appropriated funds, or the need to modify the quantity of Service under this Agreement. Frontier will work cooperatively with Customer to complete the termination in the time frame required by the lack of appropriated funding. In the event of such termination, Customer will be responsible to pay for Services provided up to the date of termination but other early termination charges will not apply. If Customer terminates this Agreement for non-funding in order to procure the same or comparable services from another service provider, then early termination charges will apply.

Attachment: FSA Colusa County 2014 (6340 : Approve Modifications to Frontier Services Agreement)

22. Entire Agreement.

This Agreement, together with any applicable Schedule, constitutes the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This Agreement may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this Agreement between the parties.

Frontier Communications of America, Inc.:

Signature: Michael T. Hogan

Printed Name: Mike Hogan

Title: RSM

Date: 3-25-14

Contractual Notice:

Frontier Communications
180 S. Clinton Avenue, 7th Floor
Rochester, NY 14646-0700
Attn: Associate General Counsel

CUSTOMER: County of Colusa

Signature:

Printed Name: Greg Parker

Title: IT Director

Date: 3-25-2014

Contractual Notice:

Attn:

Maintenance Notifications:

Billing Contact:

Attachment: FSA Colusa County 2014 (6340 : Approve Modifications to Frontier Services Agreement)

COUNTY OF COLUSA, CA **3.7**

Request For County Board of Supervisors Action

MEETING DATE:	**February 16, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Angela Gross**
SUBJECT:	**Adopt Plans, Specifications and Working Details for crack filling, slurry sealing and re-marking of Runway 13-31 located at the Colusa County Airport**

Adopt plans, specifications and working details for Request for Bids to crack fill, slurry seal and re-mark Runway 13-31 located at the Colusa County Airport, 2915 Highway 20, Colusa, CA.

Detailed Description/Background of request

This request is to adopt plans, specifications and working details necessary to publish a Request for Bids to crack fill, slurry seal and re-mark Runway 13-31 located at the Colusa County Airport. This is phase one of the Colusa County Airport Improvement Program (AIP) #3-06-0048-021-2021. These plans, specifications and working details have been submitted by the County's Airport Engineering Consultant, Brandley Engineering, Inc.

Prior Board Action

Approved FFA Grant C20-168 (there may be another Grant to add)

Fiscal Impact/Funding Source

Budgeted (04001-0000-53180) Subject to Bids received; Funded with FAA Grant

Action for the Clerk

Please publish the Notice to Bidders on February 18 and 25, 2021.

ATTACHMENTS:

- Plans - Colusa-Seal Cracks and Slurry Seal 1-19-21 Signed (PDF)
- Invitation for Bids - Short Version (DOCX)
- revised specs (PDF)

CONSTRUCTION PLANS FOR:

COLUSA COUNTY AIRPORT
COLUSA, CALIFORNIA

AIP NO. 3-06-0048-***

SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31 - PHASE 1

FEBRUARY 2021

SHEET INDEX

1	COVER SHEET AND INDEX
2	CONSTRUCTION SAFETY AND PHASING PLAN
3	COORDINATE LAYOUT PLAN
4	MARKING REMOVAL PLAN
5	CRACK SEAL PLAN
6	SLURRY SEAL PLAN
7	RUNWAY 13-31 MARKING PLAN
8	MARKING DETAILS

REGISTERED PROFESSIONAL ENGINEER
MELISSA S. BRADLEY
No. C 71139
Exp. 6-30-2021
CIVIL
STATE OF CALIFORNIA
1-19-2021

COLUSA COUNTY AIRPORT

APPROVED: _____ **DATE:** _____

APPROVED: _____ **DATE:** _____

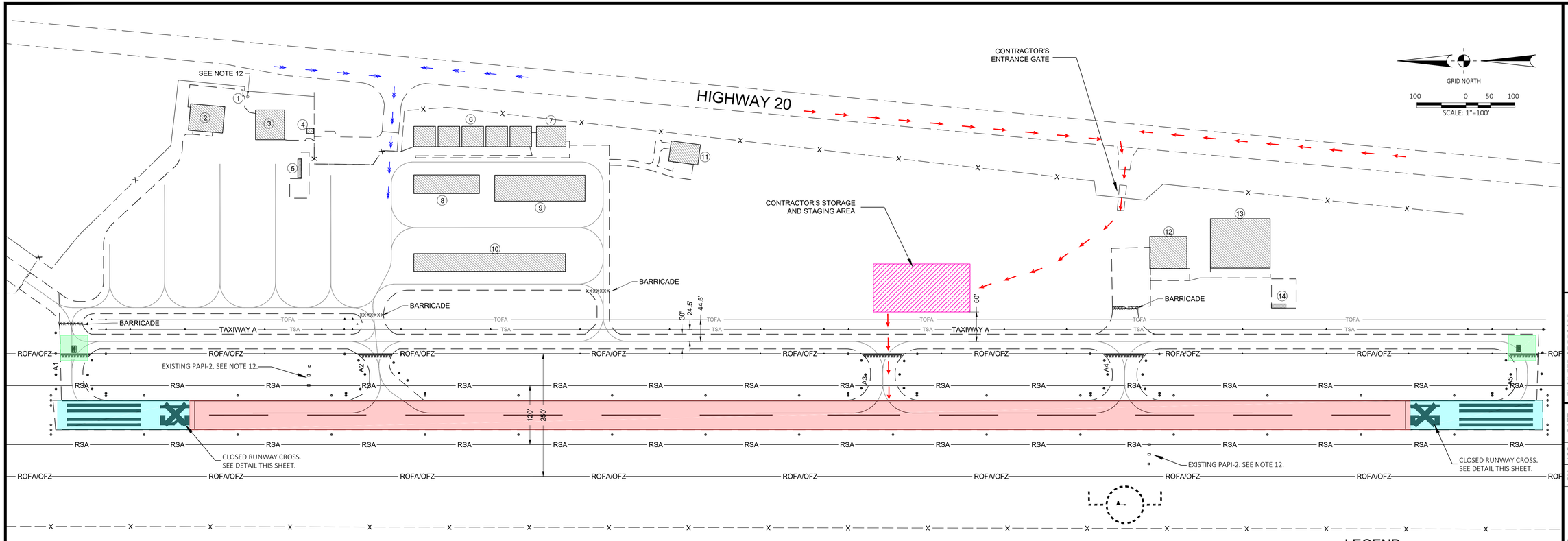
DESIGNED BY :

BRANDLEY ENGINEERING

Melissa S. Brandley — January 19, 2021

DESIGN ENGINEER C77139 DATE

Attachment: Plans - Colusa-Seal Cracks and Slurry Seal 1-19-21 Signed (6341 : Adopt Plans, Specifications and Working Details for RFB)



COLUSA COUNTY AIRPORT CTAF: 122.800

NOTES:

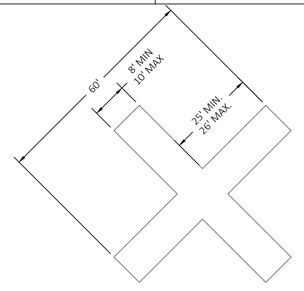
1. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE SECURITY AND CLEANLINESS OF THE WORK SITE AND CONTRACTOR'S STORAGE AREA AT ALL TIMES
2. CONTRACTOR SHALL MAINTAIN HAUL ROAD AND PAVED SURFACES CLEAN OF DEBRIS AT ALL TIMES. APRON AND TAXIWAYS SHALL BE MAINTAINED BROOM CLEAN.
3. CONTRACTOR SHALL LIMIT ALL 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 FURNISH, INSTALL AND MAINTAIN LIGHTED BARRICADES DURING CLOSING OF RUNWAY AND TAXIWAYS. CONTRACTOR PROVIDED BARRICADES SHALL BE FURNISHED AND INSTALLED AS SHOWN ON THE PLANS.
4. AIRPORT FURNISHED FLAGGER SHALL HAVE AIRCRAFT RADIO CAPABLE OF MAINTAINING RADIO CONTACT WITH AIRCRAFT AT ALL TIMES.
5. CONTRACTOR SHALL FURNISH, ERECT & MAINTAIN LIGHTED BARRICADES AT THE BOUNDARY OF THE WORK AREA TO KEEP VEHICLES AND AIRCRAFT FROM ENTERING THE CONTRACTOR'S WORK AREAS.
6. CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN 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 7 CONSECUTIVE DAYS TO COMPLETE STAGE 1 THRU 4 MINIMUM 48 HOURS OF CURE TIME SHALL BE ALLOWED BETWEEN STAGE 3 AND 4
2	CRACK SEAL	WORK ZONE 1 WORK ZONE 2 WORK ZONE 3	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 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 FURNISH, PLACE, MAINTAIN & REMOVE BARRICADES AND CLOSED RUNWAY CROSSES AS NEEDED.
2. THERE ARE THREE WORK AREAS FOR THIS PROJECT. WORK AREA 1 IS LOCATED AT THE HOLD BAR SURFACE SIGNAGE FOR TAXIWAY A1 AND TAXIWAY A5. WORK AREA 2 AND 3 IS RUNWAY 13-31 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 7 CONSECUTIVE DAYS TO COMPLETE STAGE 1 THRU 4.
6. 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).
7. CONTRACTOR SHALL COMPLETE STAGE 1 (MARKING REMOVAL) AND STAGE 2 (CRACK SEAL), 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)
8. 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).
9. 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.
10. 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 TO BE CONSTRUCTED OF ANY MATERIAL SUCH AS FABRIC, PLYWOOD, OR OTHER SUITABLE MATERIAL. THEY WILL BE HELD IN PLACE IN A MANNER APPROVED BY THE RESIDENT PROJECT REPRESENTATIVE.
3. CROSSES SHALL BE PLACED ON 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 CONTRACTOR
5. CROSSES WILL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR.
6. CONTRACTOR SHALL SUPPLY SANDBAGS OR APPROVED ALTERNATES TO SECURE CLOSURE CROSSES TO PAVEMENT.

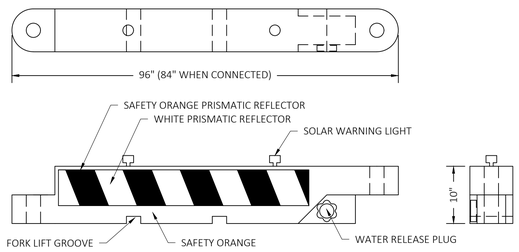
AIRPORT FACILITIES

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
- WORK ZONE 3
- 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. CONTRACTOR 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 REMOVED FROM 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.

BRANDLEY ENGINEERING
6125 King Road, Suite 201 · Loomis, California 95650 · (916) 652-4725

ENGINEER OF RECORD
REGISTERED PROFESSIONAL ENGINEER * MELISSA S. BRANDLEY * No. C 71139 Exp. 6-30-2021 * CIVIL * STATE OF CALIFORNIA
1-19-2021

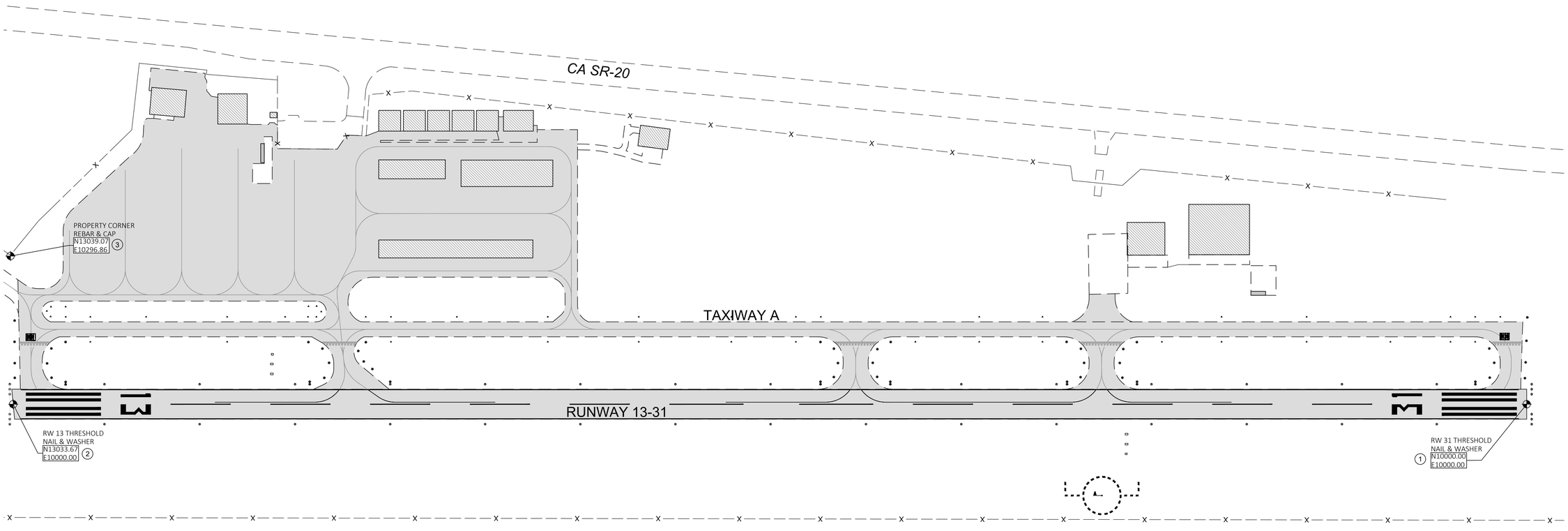
No.	REVISIONS	BY	APR	DATE

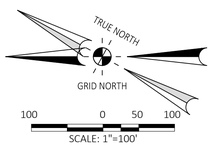
COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA
CRACK SEAL AND SLURRY SEAL RUNWAY 13-31
CONSTRUCTION SAFETY AND PHASING PLAN

DATE	1/19/2021
DRAWN	TS
CHECKED	MSB
PROJECT No.	76.07
FILE	7606.2 CSPP
SCALE	1"=100'
SHEET No.	2 OF 8

Attachment: Plans - Colusa-Seal Cracks and Slurry Seal 1-19-21 Signed (6341 : Adopt Plans, Specifications and Working Details for RFB)

PLOTTED BY Melissa Brandley 1/20/2021 1:01 PM
G:\76 COLUSA\07 RW CRACKSBID SET\7606.2 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 STATE OF CALIFORNIA CIVIL
No. C 71139
Exp. 6-30-2021
1-19-2021

No.	REVISIONS	BY	APR	DATE

COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA

SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31

COORDINATE LAYOUT PLAN

DATE	1/19/2021
DRAWN	KDC
CHECKED	MSB
PROJECT No.	76.07
FILE	7607.03.COORD
SCALE	1"=100'
SHEET No.	3 OF 8

Attachment: Plans - Colusa-Seal Cracks and Slurry Seal 1-19-21 Signed (6341 : Adopt Plans, Specifications and Working Details for RFB)

PLOTTED BY Melissa Brandley 1/20/2021 4:01 PM
G:\76 COLUSA\07 RWY CRACKSBID SET\7607.03.COORD.DWG

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).

LEGEND

EX AIRFIELD PAVEMENT

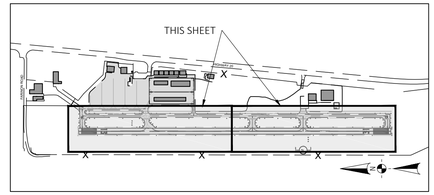
EXISTING MARKING TO REMAIN

MARKING REMOVAL

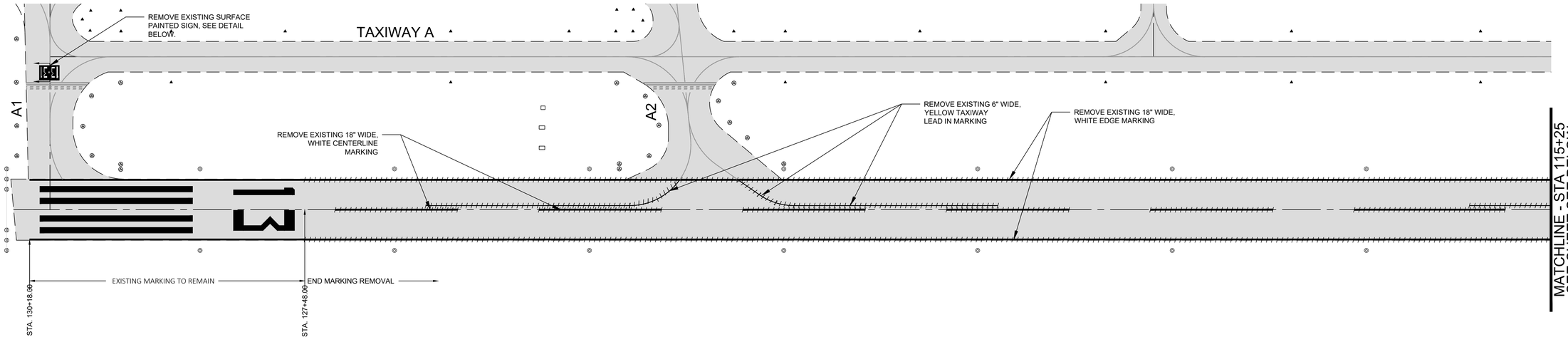
GRID NORTH

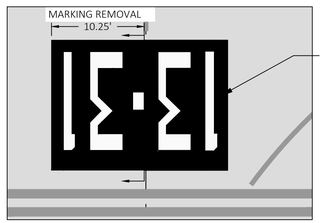
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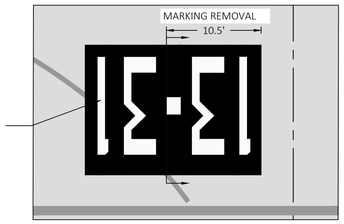


LOCATION MAP

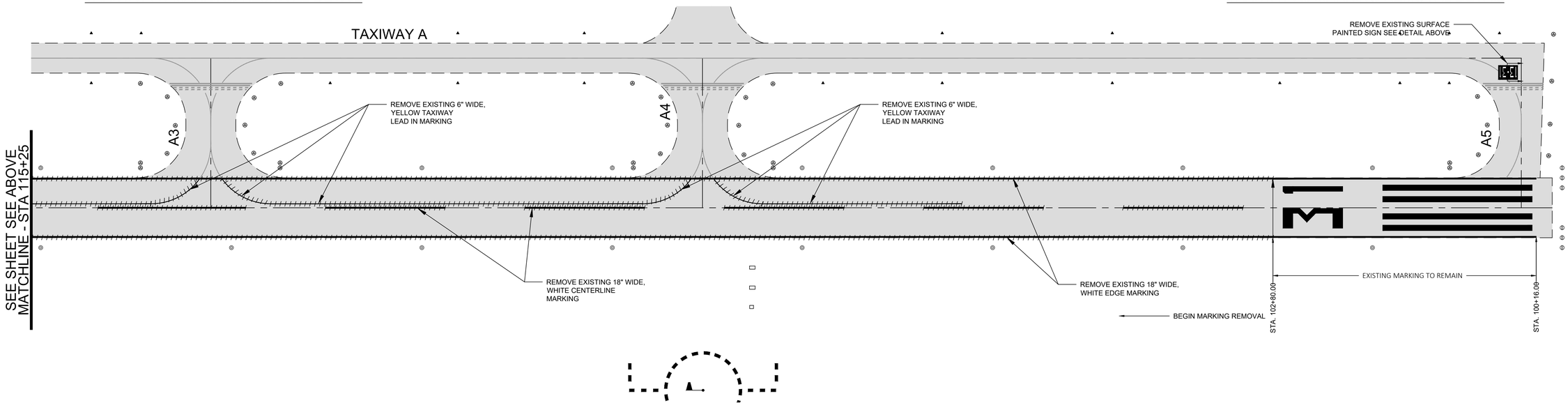




TAXIWAY A1 MARKING REMOVAL DETAIL



TAXIWAY A5 MARKING REMOVAL DETAIL



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ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER · MELISSA S. BRADLEY · No. C71139 Ex: 6-30-2021 · CIVIL · STATE OF CALIFORNIA

1-19-2021

No.	REVISIONS	BY	APR	DATE

COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA

SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31

MARKING REMOVAL PLAN

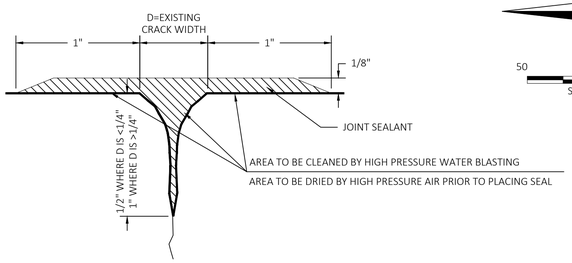
DATE	1/19/2021
DRAWN	TAS
CHECKED	MSB
PROJECT No.	76.07
FILE	7607.08.Mark
SCALE	1"=50'
SHEET No.	4 OF 8

Attachment: Plans - Colusa-Seal Cracks and Slurry Seal 1-19-21 Signed (6341 : Adopt Plans, Specifications and Working Details for RFB)

G:\76 COLUSA\07 RW CRACKS&SLURRY SET\7607.08 MARK.DWG PLOTTED BY Melissa Brandley 1/20/2021 4:01 PM

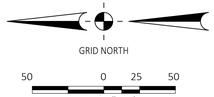
NOTES:

1. CONTRACTOR SHALL PROTECT ALL RUNWAY AND TAXIWAY LIGHTING, NAVAIDS AND SURVEY MONUMENTS FROM DAMAGE OR DEBRIS.
2. LOCATION AND LENGTHS OF EXISTING CRACKS AS SHOWN ON THIS PLAN WERE IDENTIFIED FROM AERIAL PHOTOGRAPHIC SURVEY BY BRANDLEY ENGINEERING IN OCTOBER 2020. 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 SEALING SHALL BE MARKED ON PAVEMENT BY RESIDENT PROJECT REPRESENTATIVE (RPR) PRIOR TO ANY WORK IN THE AREA BY THE CONTRACTOR.
3. ALL CRACKS TO BE SEALED MUST BE CLEANED OF ALL DEBRIS, INCLUDING WEEDS, STEMS AND ROOTS PRIOR TO REPAIR AND SEALING. CONTRACTOR SHALL CLEAN ANY FOREIGN MATERIAL FROM CRACK WITH HIGH PRESSURE WATER BLASTING TO A DEPTH OF 1" OR TWICE THE WIDTH OF THE CRACK WHICHEVER IS GREATER. CONTRACTOR SHALL NOT DAMAGE EXISTING PAVEMENT WITH HIGH PRESSURE WATER OR AIR DURING CLEANING AND DRYING.
4. BLOW DRY OR AIR DRY CRACKS PRIOR TO PLACING SEAL. SURFACE MUST BE CLEAN AND DRY BEFORE JOINT SEAL APPLICATION.
5. JOINT SEALANT SHALL BE PLACED ONLY WHEN THE AMBIENT AIR TEMPERATURE IS ABOVE 50°F AND PAVEMENT IS DRY.
6. CONTRACTOR SHALL HEAT AND INSTALL JOINT SEALANT AT TEMPERATURE RECOMMENDED BY THE MANUFACTURER.
7. CONTRACTOR SHALL OVERFILL JOINT AND SQUEEGEE TO PLACE SEALANT TO DIMENSIONS SPECIFIED ON DETAIL
8. CONTRACTOR SHALL FINISH ALL TOUCH UP AND FILL SINK HOLES OF ALL SEALED JOINTS PRIOR TO COMPLETION.
9. ALL RUNWAYS AND TAXIWAYS SHALL BE CLEAN OF ALL DEBRIS PRIOR TO OPENING FOR AIRCRAFT OPERATIONS.



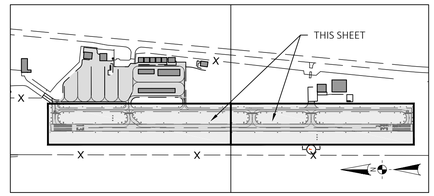
SEAL EXISTING CRACK- TYPE A

NOT TO SCALE

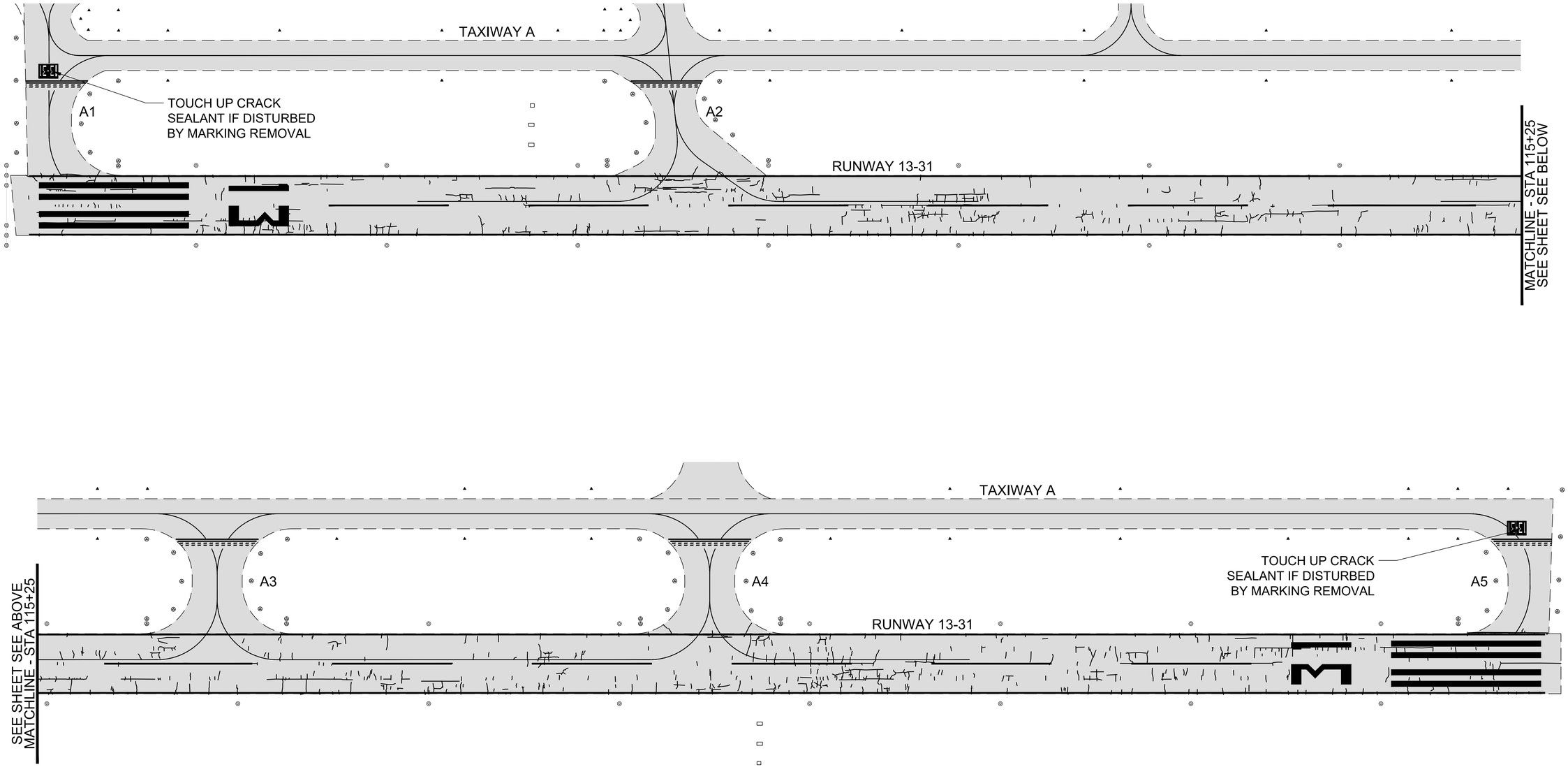


LEGEND

- EX AIRFIELD PAVEMENT
- SEAL CRACK
- EX RUNWAY EDGE LIGHT
- EX TAXIWAY EDGE LIGHT
- EX TAXIWAY EDGE REFLECTOR



LOCATION MAP



BRANDLEY ENGINEERING
6125 King Road, Suite 201 · Loomis, California 95650 · (916) 652-4725

ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER · MELISSA S. BRADLEY · No. C71139 · Exp 6-30-2021 · CIVIL · STATE OF CALIFORNIA

1-19-2021

REVISIONS	BY	APR	DATE
No.			

COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA

SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31

CRACK SEAL PLAN

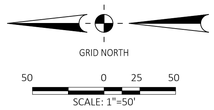
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DRAWN	KDC
CHECKED	MSB
PROJECT No.	76.07
FILE	7607.05.Cracks
SCALE	1"=50'
SHEET No.	5 OF 8

G:\76 COLUSA\07 RW CRACKS\BID SET\7607.05.CRACKS.DWG PLOTTED BY Melissa Bradley 1/20/2021 4:01 PM

Attachment: Plans - Colusa-Seal Cracks and Slurry Seal 1-19-21 Signed (6341 : Adopt Plans, Specifications and Working Details for RFB)

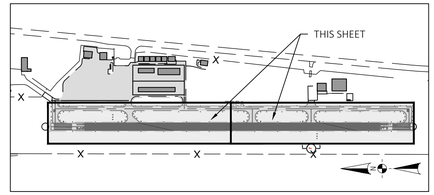
NOTES:

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.

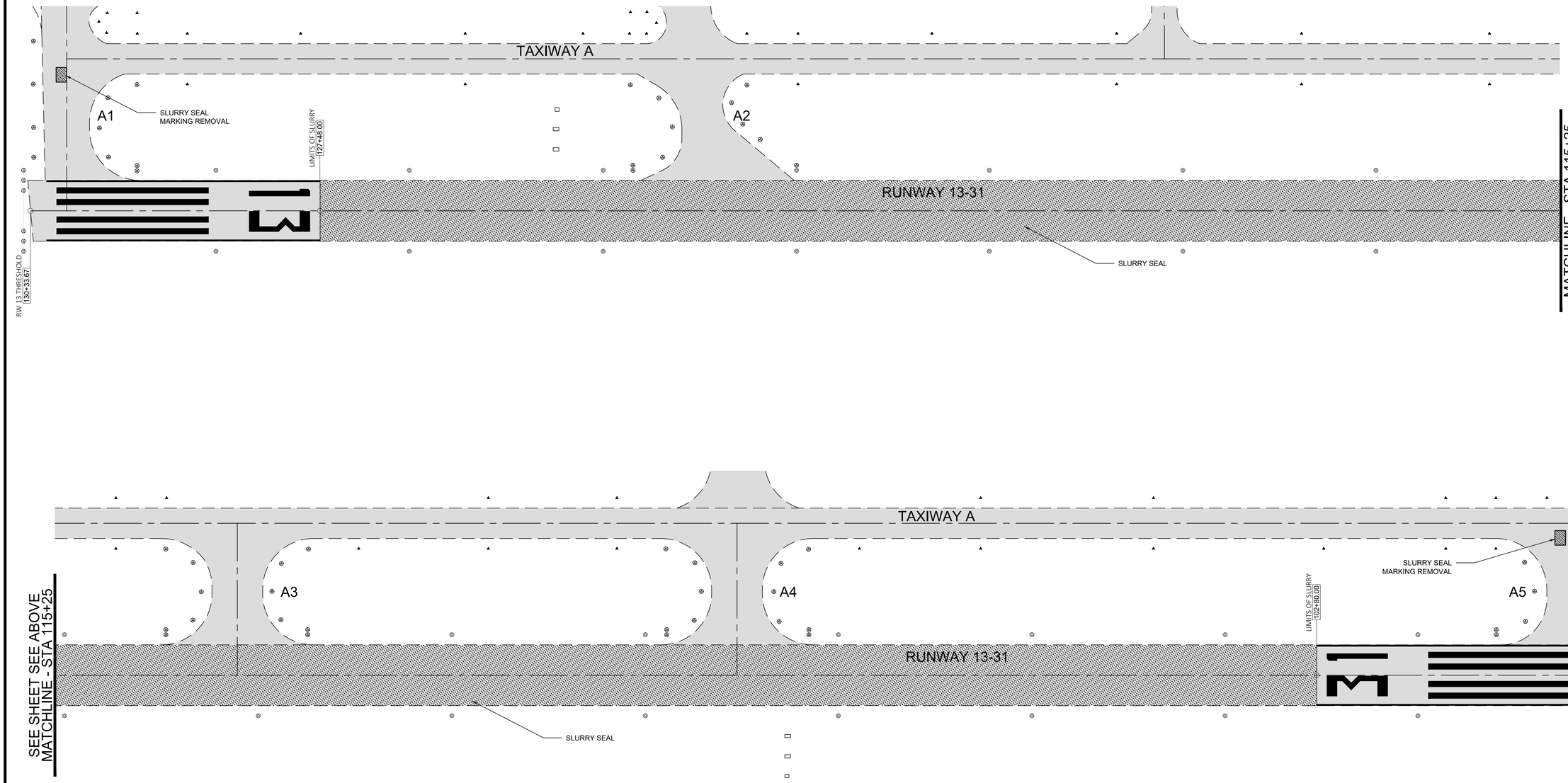


LEGEND

100+00	RUNWAY STATION
	EX AIRFIELD PAVEMENT
	SLURRY SEAL
◎	EX RUNWAY EDGE LIGHT
Ⓐ	EX TAXIWAY EDGE LIGHT
▲	EX TAXIWAY REFLECTOR



LOCATION MAP



BRANDLEY ENGINEERING
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ENGINEER OF RECORD
REGISTERED PROFESSIONAL ENGINEER MELISSA S. BRANDLEY No. C 71139 Exp. 6-30-2021 CIVIL STATE OF CALIFORNIA
1-19-2021

No.	REVISIONS	BY	APR	DATE

COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA

SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31

SLURRY SEAL PLAN

DATE	1/19/2021
DRAWN	KDC
CHECKED	MSB
PROJECT No.	76.07
FILE	7607.06.Slurry
SCALE	1"=50'
SHEET No.	6 OF 8

Attachment: Plans - Colusa-Seal Cracks and Slurry Seal 1-19-21 Signed (6341 : Adopt Plans, Specifications and Working Details for RFB)

G:\76 COLUSA\07 RWY CRACKS\BID SET\7607.06.SLURRY.DWG PLOTTED BY Melissa Brandley 1/20/2021 4:01 PM

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 13-3 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. 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 24 HOURS AFTER THE FIRST COAT OF PAINT. NEW MARKING SCHEDULE SHALL BE SUBMITTED BY CONTRACTOR PRIOR TO START OF ALL MARKING WORK.

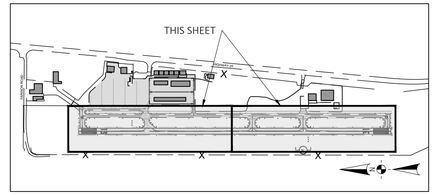
LEGEND

- EX AIRFIELD PAVEMENT
- NEW MARKING
- EXISTING MARKING

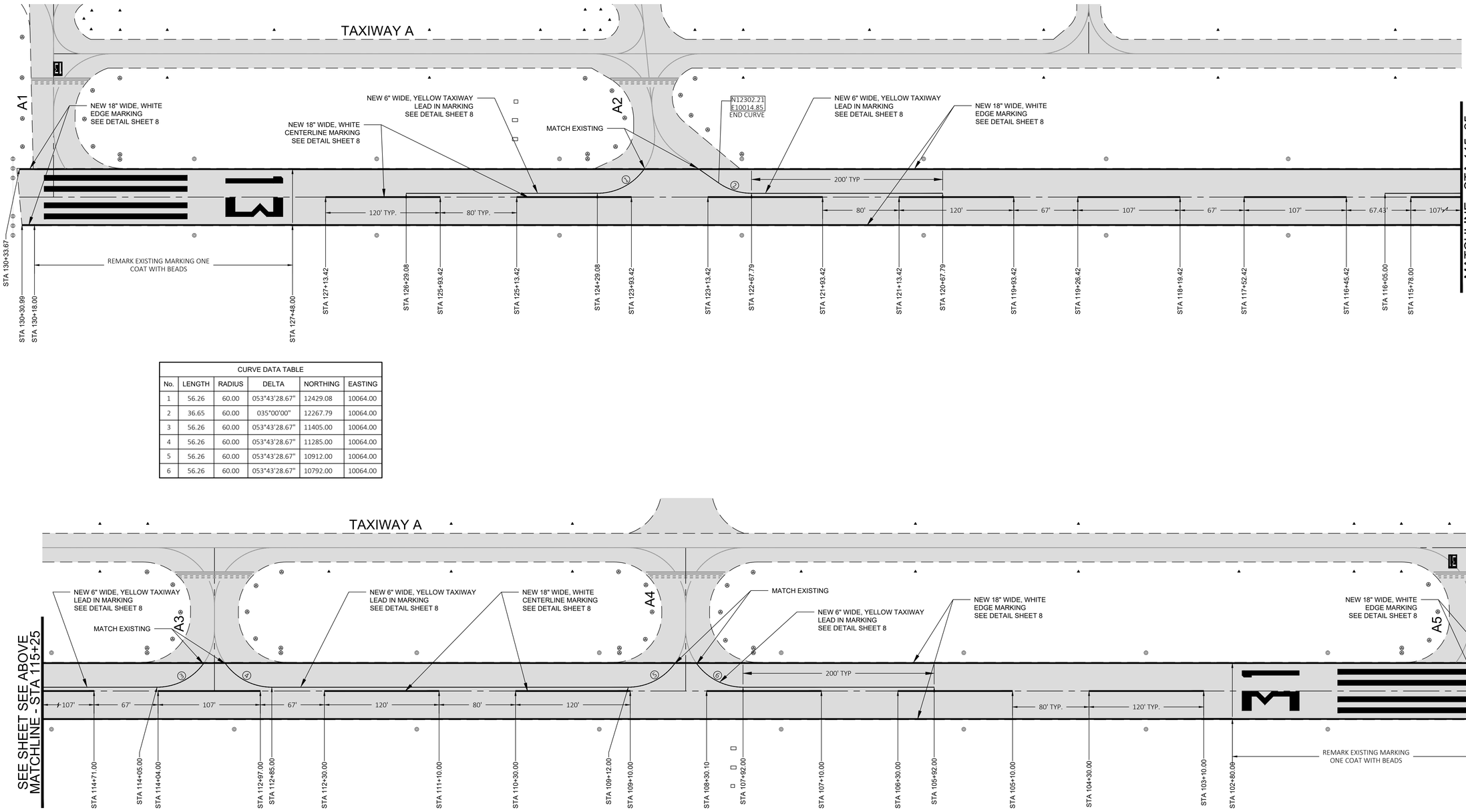
GRID NORTH

50 0 25 50

SCALE: 1"=50'



LOCATION MAP



CURVE DATA TABLE					
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2	36.65	60.00	035°00'00"	12267.79	10064.00
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4	56.26	60.00	053°43'28.67"	11285.00	10064.00
5	56.26	60.00	053°43'28.67"	10912.00	10064.00
6	56.26	60.00	053°43'28.67"	10792.00	10064.00

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ENGINEER OF RECORD

REGISTERED PROFESSIONAL ENGINEER MELISSA S. BRADLEY No. C71139 Exp. 6-30-2021 CIVIL STATE OF CALIFORNIA

1-19-2021

No.	REVISIONS	BY	APR	DATE

COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA

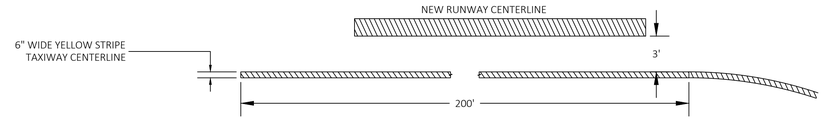
SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31

RUNWAY 13-31 MARKING PLAN

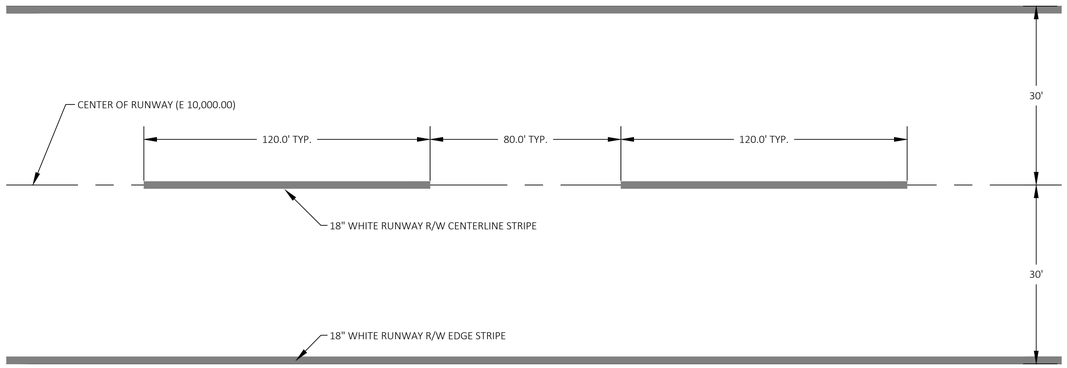
DATE	1/19/2021
DRAWN	KDC
CHECKED	MSB
PROJECT No.	76.07
FILE	7607.08.Mark
SCALE	1"=50'
SHEET No.	7 OF 8

Attachment: Plans - Colusa-Seal Cracks and Slurry Seal 1-19-21 Signed (6341 : Adopt Plans, Specifications and Working Details for RFB)

G:\76 COLUSA\07 RNY CRACKS\BID SET\7607.08.MARK.DWG PLOTTED BY Melissa Brandley 1/20/2021 4:01 PM



TAXIWAY CENTERLINE LEAD-IN DETAIL
NO SCALE



RUNWAY CENTERLINE STRIPE MARKING DETAIL
RUNWAY EDGE MARKING DETAIL
NO SCALE

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ENGINEER OF RECORD
REGISTERED PROFESSIONAL ENGINEER MELISSA S. BRANDLEY No. C 71139 Exp. 6-30-2021 CIVIL STATE OF CALIFORNIA
1-19-2021

No.	REVISIONS	BY	APR	DATE

COLUSA COUNTY AIRPORT
COLUSA CALIFORNIA

SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31

MARKING DETAILS

DATE	1/19/2021
DRAWN	TS
CHECKED	MSB
PROJECT No.	76.07
FILE	7607.08.Mark
SCALE	NO SCALE
SHEET No.	8 OF 8

G:\76 COLUSA\97 RW CRACKS\BID SET\7607.08.MARK.DWG PLOTTED BY Melissa Brandley 1/20/2021 4:01 PM

Attachment: Plans - Colusa-Seal Cracks and Slurry Seal 1-19-21 Signed (6341 : Adopt Plans, Specifications and Working Details for RFB)

SECTION A

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the County of Colusa is requesting bids (RFB) for the Seal Cracks and Slurry Seal Runway 13-31 Phase 1, located at Colusa County Airport, AIP No 3-06-0048-021-2021, 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 Wednesday, March 10, 2021, 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 the sealing of cracks, placing of a slurry seal coat, and remarking pavements on Runway 13-31 – 60' x 3,039'.

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 Monday, March 1, 2021, at 9:00 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.

Attachment: Invitation for Bids - Short Version (6341 : Adopt Plans, Specifications and Working Details for RFB)

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.

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 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that 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 will not be discriminated against on the grounds of race, color, or national origin 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 ninety (90) 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.

Attachment: Invitation for Bids - Short Version (6341 : Adopt Plans, Specifications and Working Details for RFB)

SPECIFICATIONS FOR

COLUSA COUNTY AIRPORT

Colusa, Colusa County, California

SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31 PHASE 1

AIP NO. 3-06-0048-021-2021



FEBRUARY 2021

Brandley Engineering, Inc.

6125 King Road, Suite 201 * Loomis, California 95650-8004 * (916) 652-4725

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

SPECIFICATIONS FOR

COLUSA COUNTY AIRPORT
COLUSA, CALIFORNIA

SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31 PHASE 1

AIP NO. 3-06-0048-021-2021

FEBRUARY 2021

PREPARED BY:

BRANDLEY ENGINEERING

LOOMIS, CALIFORNIA

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SPECIFICATIONS FOR

COLUSA COUNTY AIRPORT
COLUSA, CALIFORNIA

SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31 PHASE 1

AIP NO. 3-06-0048-021-2021

COUNTY OF COLUSA
STATE OF CALIFORNIA

FEBRUARY 2021

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

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SPECIFICATIONS FOR

COLUSA COUNTY AIRPORT
COLUSA, CALIFORNIA

SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31

AIP NO. 3-06-0048-021-2021

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DIVISION I

ORGANIZATION OF SPECIFICATIONS

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

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.

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DIVISION II

BIDDING AND CONTRACT DOCUMENTS

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SECTION A

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GENERAL WORK DESCRIPTION; CONTRACT TIME: The WORK, in general, consists of the sealing of cracks, placing of a slurry seal coat, and remarking pavements on Runway 13-31 – 60' x 3,039'.

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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.

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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 ninety (90) 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 Advertisement for Bids for the furnishing of all required tax, labor, material, transportation, and equipment necessary for the construction of all work covered by AIP No. 3-06-0048-021-2021, Seal Cracks and Slurry Seal Runway 13-31 Phase 1, 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 1) – 60' x 3,039'.
- Remove Surface Painted Signs Taxiways A1 and A5

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, SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31 PHASE 1, AIP NO. 3-06-0048-021-2021"** 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".

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

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 90 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.

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

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 ninety (90) 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:

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

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 twenty (20) calendar 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 ten (10) 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.

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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.

19. FEDERAL REQUIREMENTS

The work done under this contract is being financed in part by a grant from the U.S. Government under the Airport Improvement Program. The following Federal Requirements must be adhered to by the Contractor:

a. This contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, the Federal Labor provisions and the Equal Employment Opportunity (EEO) provisions as contained in the contract, specifications, and bid documents.

b. 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 Rate Determination applicable to this contract is included in the specifications.

c. Each bidder must complete, sign and furnish with his bid the "Bidder's Statement on Previous Contracts Subject to EEO Clause," a "Prohibition of Segregated Facilities," and the pertinent Disadvantaged Business Enterprise forms if applicable. The DBE information included in the Bid Form, including the Disadvantaged Business Enterprise (DBE) Utilization, Letter of Intent, and Bidder's List, does not need to be submitted with the bid, but the three lowest bidders must submit this information no later than 4:00 p.m. on the fourth business day following the date of bid opening to remain eligible for award.

d. Required Notice for All Contracts:

(1) The bidder must supply all the information required by the proposal forms and specifications.

(2) The appropriate sponsor, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all bidders that they (bidders) must affirmatively insure that in any contract entered into pursuant to this advertisement, the Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21) as they may be amended from time to time.

(3) The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have an equitable opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this agreement. In this regard Contractors shall take all

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have an equitable opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.

e. Required Notices for Contracts Over $10,000. The regulations and orders of the Secretary of Labor, Office of Federal Contract Compliance Programs (OFCCP) require that the sponsor and/or his contractor(s) include in Invitation for Bids (IFB) or negotiations for contracts over $10,000 the following notices:

(1) Each bidder will be required to comply with the affirmative action plan for equal employment opportunity prescribed by the OFCCP, United States Department of Labor, Regulations of the Secretary of Labor (41 CFR 60), or by other designated trades used in the performance of the contract and other non-Federally involved contracts in the area geographically defined in the plan.

(2) The proposed contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the EEO clause; and

(4) The successful bidder will be required to submit a Certification of Non-Segregated Facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds $10,000. Samples of the certification and the notice to subcontractors appear in the specifications.

(5) When a determination has been made to award a contract or subcontract to a specific contractor, such contractor is required, prior to the award or after the award, or both, to furnish such other information as the FAA, the Sponsor, or the Director of OFCC requests.

(6) A bidder must indicate whether he has previously had a contract subject to the EEO clause, whether he has filed all report forms required in such contract, and if not, a compliance report (Standard Form SF 100) must be submitted prior to award of the contract.

(7) EEO and labor provisions, when applicable, are included in the bidding documents of specifications.

(8) Contractors and subcontractors may satisfy requirements of the EEO contract clause by stating in all solicitations or advertisements for employees that:

"All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin."

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

or by using a single advertisement in which appears in clearly distinguished type, the phrase:

"An Equal Opportunity Employer".

20. 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.

21. 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:

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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							$	

Submitted by: Approved by:

_____ _____

*List contract items which comprise the total of the bid as shown in the proposal.

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

22. 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 90-09, Acceptance and Final Payment 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 and red-lined as-built drawings.

23. 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.

24. 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.

25. 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.

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.

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26. 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.

27. 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.

28. 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.

29. 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 ****

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

SECTION C * BID DOCUMENTS

BIDDER'S CHECKLIST

COLUSA COUNTY AIRPORT * SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31 PHASE 1
AIP NO. 3-06-0048-021-2021

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 OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS,** PAGE C-24
[X] 14. **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-25
[X] **LETTER OF INTENT**, PAGE C-26
[X] **BIDDER'S LIST**, PAGE C-27

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.

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

BID FORM

Bid Opening Date: March 10, 2021
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 1, 2021
Hour of Pre-Bid Conference: 9 :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
SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31 PHASE 1
AIP NO. 3-06-0048-021-2021

The County shall conduct a Pre-bid Conference on Monday, March 1, 2021 , at 9:00 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: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

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 ninety (90) 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 ninety (90) 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:

_____

_____

_____

SUBMIT THIS SHEET AS PART OF YOUR BID.

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

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.

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

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.

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

SUBMIT THIS SHEET AS PART OF YOUR BID.

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.

SUBMIT THIS SHEET AS PART OF YOUR BID.

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

COLUSA COUNTY AIRPORT
COLUSA, CALIFORNIA

SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31 PHASE 1

AIP NO. 3-06-0048-021-2021

BID SCHEDULE

Item No.	Estimated Quantity	Item Description and 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	11,000 LF	Joint Sealing Filler (P-605) _____Dollars and_____Cents per Linear Foot	$_____	$_____
4	10,725 SF	Surface Preparation – Marking Removal (P-620) _____Dollars and_____Cents per Square Foot	$_____	$_____
5	22,500 SF	Marking (P-620) _____Dollars and_____Cents per Square Foot	$_____	$_____

*Mobilization shall be limited to 10 percent of the total bid.

SUBMIT THIS SHEET AS PART OF YOUR BID.

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Item No.	Estimated Quantity	Item Description and Price	Unit Price	Item Total
6	2,000 LB	Reflective Media (P-620) _____Dollars and_____Cents per Pound	$_____	$_____
7	20 TON	Emulsified Asphalt for Slurry Coat (P-626) _____Dollars and_____Cents per Ton	$_____	$_____
8	85 TON	Aggregate (P-626) _____Dollars and_____Cents per Ton of Dry Aggregate	$_____	$_____
		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.**

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

SUBMIT THIS SHEET AS PART OF YOUR BID.

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 _____, 2021, 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.

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

IN WITNESS WHEREOF, we have hereunder set our hands and seals on this ____day of _____, 2021.

_____(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.

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

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.

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

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:_____

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

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

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

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, 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.

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

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 verify 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 Section 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 may rely on the certification of a prospective subcontractor that it is not a firm from a foreign

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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 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 by:

a) Only installing steel and manufactured products produced in the United States; or
b) 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
c) 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:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ 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 either 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 Owner within 15 calendar days of the bid opening, 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.
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 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". The required documentation for a Type 3 waiver is:

a) 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).

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b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c) 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 – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

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 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 ( ) 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 U.S.C. § 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 _____

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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 ____%) 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. _____

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THIS SHEET TO BE SUBMITTED BY FOUR LOWEST BIDDERS
NO LATER THAN 4:00 P.M. FOLLOWING DATE OF BID OPENING.

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 FOUR LOWEST BIDDERS
NO LATER THAN 4:00 P.M. FOLLOWING DATE OF BID OPENING.

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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 FOUR 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 Corporation, 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 Seal Cracks and Slurry Seal Runway 13-31 Phase 1 at the Colusa County Airport, contract No. _____, as more specifically detailed in the plans and specifications for this contract. Additionally, 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 Contract No. _____, dated February 2021, including all addendums and attachments thereto.

2. **Term:** The work shall be commenced within ten (10) calendar days and the total project completed within twenty (20) working days from the date set in the "Notice to Proceed" issued by the County.

3. **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 retention money shall be paid over to the Contractor upon the receipt of a Certificate of Completion.

4. **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

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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.

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.

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,

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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. **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.

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 non-renewal of all Workers' Compensation policies must be received by County at

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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;

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

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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 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

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subcontractor's, performance and provide coverage for the services to be provided pursuant to this Contract by Contractor and any subcontractor.

15. **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.

16. **Controlling Law Venue**: This Contract is made in the County of Colusa, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Colusa.

17. **Written Notification**: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County:
Michael J. Azevedo, Airport Manager
Colusa County Public Works
1215 Market Street
Colusa, CA 95932
530.458.0466

If to Contractor:
_____
_____
_____

18. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including **correspondence**, drafts, memoranda, and representations, are superseded in total by this Contract.

19. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

20. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

21. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

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22. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of 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.

23. **Termination**: This Contract may be terminated for the following reasons:

    A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

    B. By County without cause upon seven (7) 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.

24. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

25. **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 Rate Determination applicable to this contract is included in Part C of Division III of the specifications.

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C____-_____

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this _____ day of _____, 2021.

COUNTY OF COLUSA	**CONTRACTOR**
_____	_____
Gary J. Evans, Board Chair	Signature
	_____
	Printed Name and Title
APPROVED AS TO FORM	**ATTEST:** Ann Nordyke, Clerk of the Board of Supervisors
_____	By _____
Marcos A. Kropf, 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 1 – 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 9:00 am, on Monday, March 1, 2021, 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 90 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.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

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.

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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:

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.

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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.

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

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 20 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.

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 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.

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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 2 – 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 Contractor must furnish, 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 delivered to the Airport and become property of the Airport.

106-2.2 AIRFIELD GUIDANCE SIGN COVERS. Not applicable.

106-2.3 RUNWAY CLOSURE MARKERS. The Contractor must furnish, place, and maintain closed runway markers on both thresholds of the runway(s) when it is closed.

The markers must 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

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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, which will become property of 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 furnishing, placing, maintaining, and removing barricades and furnishing, 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 III – Federal Provisions

Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects

B1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.333

2 CFR § 200.336

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.

B2 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 non-federally involved construction.

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

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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, Yolo, Davis.

B3 BREACH OF CONTRACT TERMS

2 CFR § 200 Appendix II(A)

B3.1 CONTRACT CLAUSE

Any violation or breach of terms of this contract on the part of the Consultant 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 Consultant written notice that describes the nature of the breach and corrective actions the Consultant 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 Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant 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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B4 CIVIL RIGHTS - GENERAL

B4.1 SOURCE

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B5 CIVIL RIGHTS – TITLE VI ASSURANCE

B5.1 SOURCE

49 USC § 47123

FAA Order 1400.11

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 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 will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI Clauses for Compliance with Nondiscrimination Requirements

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, or national origin 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

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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 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.

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;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

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- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (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);
- Titles II and III of the Americans with Disabilities Act of 1990, which 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 (42 USC §§ 12131 – 12189) 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, which 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. at 74087 to 74100);
- 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).

B6 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR § 200, Appendix II(G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) 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 exceeds $150,000.

B7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR § 200, Appendix II(E)

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 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

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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 $10 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.

B8 DEBARMENT AND SUSPENSION

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

B8.1 SOLICITATION CLAUSE

CERTIFICATION OF OFFERER/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.

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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 verify 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 Offerer /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.

B9 DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the County of Colusa to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§ 26.13) –

The Contractor 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 Department of Transportation-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 Owner 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 (§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 the 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.

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B10 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 $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

B11 ENERGY CONSERVATION REQUIREMENTS

2 CFR § 200, Appendix II(H)

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

B12 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

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, 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.

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(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 considerations for employment without regard to race, color, religion, sex, or national origin.

(3) 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 advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

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

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance*: Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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:

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(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.

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 shall 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 area 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 non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion

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of their training, subject to the availability of employment opportunities. Trainees shall 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 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 therefore 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 female 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

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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.

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 workforce.

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 non-segregated 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 groups 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

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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, if the 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, or national origin.

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 number, 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).

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B13 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, 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 Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

B14 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

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

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certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

B15 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 (20 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.

B16 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 (X) 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 (X) 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 twentyfour (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 U.S.C. § 3559.

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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.

B17 TERMINATION OF CONTRACT

B17.1

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs,

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estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B18 TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR part 30

B18.1 APPLICABILITY

SOLICITATION CLAUSE

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);

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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 Section 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 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.

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

B19 VETERAN'S PREFERENCE

49 USC § 47112(c)

B19.1 APPLICABILITY

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.

END OF PART III

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Part IV – Federal Provisions

Part D - Department of Labor Wage Rate Determination

"General Decision Number: CA20210007 01/22/2021

Superseded General Decision Number: CA20200007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/15/2021
3	01/22/2021

ASBE0016-001 01/01/2020

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 71.16	23.39
Area 2	$ 54.26	23.39

ASBE0016-007 01/01/2019

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

& YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1	$ 30.81	22.71
AREA 2	$ 36.53	9.27

BOIL0549-002 10/01/2016

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties	$ 43.28	37.91
(2) Remaining Counties	$ 39.68	35.71

BRCA0003-001 08/01/2020

	Rates	Fringes
MARBLE FINISHER	$ 36.53	17.08

BRCA0003-004 05/01/2019

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY COUNTIES

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

	Rates	Fringes
BRICKLAYER		
AREA 1	$ 43.24	21.63
AREA 2	$ 45.92	26.70

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid $1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive $1.25 per hour in addition to the above.

(B) Operating a saw or grinder shall receive $1.25 per hour above the regular rate.

(C) Gunite nozzle person shall receive $1.25 per hour above the regular rate.

BRCA0003-008 07/01/2019

	Rates	Fringes
TERRAZZO FINISHER	$ 37.58	17.33
TERRAZZO WORKER/SETTER	$ 48.53	26.84

BRCA0003-010 04/01/2019

	Rates	Fringes
TILE FINISHER		
Area 1	$ 27.31	14.75
Area 2	$ 27.10	16.50
Area 3	$ 29.94	16.38
Area 4	$ 28.06	15.82
Tile Layer		
Area 1	$ 45.51	17.64
Area 2	$ 45.15	19.06
Area 3	$ 49.90	19.16
Area 4	$ 46.77	19.08

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba
AREA 2: Alpine, Amador
AREA 3: Marin, Napa, Solano, Siskiyou
AREA 4: Sonoma

BRCA0003-014 08/01/2020

	Rates	Fringes
MARBLE MASON	$ 51.30	28.47

CARP0034-001 07/01/2020

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 51.90	34.02
Diver standby	$ 58.09	34.02
Diver Tender	$ 57.09	34.02
Diver wet	$ 101.42	34.02
Manifold Operator (mixed gas)	$ 62.09	34.02
Manifold Operator (Standby)	$ 57.09	34.02

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2020

	Rates	Fringes
Piledriver	$ 51.90	34.02

CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 50.50	30.64
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Area 1.....$ 25.25 17.86
Area 3.....$ 23.64 18.22
Area 4.....$ 22.97 18.22

CARP0035-009 07/01/2020

Marin County

Rates Fringes

CARPENTER
Bridge Builder/Highway
Carpenter.....$ 52.65 30.82
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 52.80 30.82
Journeyman Carpenter.....$ 52.65 30.82
Millwright.....$ 52.75 32.41

CARP0035-010 07/01/2017

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

Rates Fringes

Modular Furniture Installer
Area 1
Installer I.....$ 24.91 19.63
Installer II.....$ 22.18 20.42
Lead Installer.....$ 29.06 20.92
Master Installer.....$ 33.28 20.92
Area 2
Installer I.....$ 22.96 20.42

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Installer II.....$ 20.01 20.42
Lead Installer.....$ 25.93 20.92
Master Installer.....$ 29.56 20.92
Area 3
Installer I.....$ 22.01 20.42
Installer II.....$ 19.24 20.42
Lead Installer.....$ 24.81 20.92
Master Installer.....$ 31.83 20.92

CARP0046-001 07/01/2020

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

CARP0046-002 07/01/2020

Alpine, Colusa, El Dorado (East), Nevada, Placer (East), Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Carpenter.....$ 52.65 30.82
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 45.57 30.82
Journeyman Carpenter.....$ 45.42 30.82
Millwright.....$ 47.92 32.41

CARP0152-003 07/01/2020

Amador County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 52.65 30.82
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 45.57 30.82
Journeyman Carpenter.....$ 45.42 30.82
Millwright.....$ 47.92 32.41

CARP0180-001 07/01/2020

Solano County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 52.65 30.82
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 52.80 30.82
Journeyman Carpenter.....$ 52.65 30.82
Millwright.....$ 52.75 32.41

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

CARP0751-001 07/01/2020

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

ELEC0180-001 06/01/2020

NAPA AND SOLANO COUNTIES

	Rates	Fringes

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

CABLE SPLICER.....$ 58.51 24.74
ELECTRICIAN.....$ 52.01 24.54
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* ELEC0180-003 12/01/2020

NAPA AND SOLANO COUNTIES

Rates Fringes

Sound & Communications
Installer.....$ 42.11 22.41
Technician.....$ 48.43 22.60

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

Rates Fringes

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Communications System
Sound & Communications
Installer.....$ 29.35 3%+15.35
Sound & Communications
Technician.....$ 33.75 3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS
Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0340-003 08/01/2020

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area	$ 40.56	32.46
Sierra Army Depot, Herlong	$ 48.83	18.54
Tunnel work	$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

ELEC0401-005 07/01/2020

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN	$ 41.50	20.17

ZONE RATE:

70-90 miles - $8.00 per hour
91+ miles - $10.00 per hour

ELEC0551-004 06/01/2020

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 52.40	3%+23.31

ELEC0551-005 12/21/2020

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 42.11	22.41
Technician	$ 48.43	22.60

SCOPE OF WORK INCLUDES-
SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs],
TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-
Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

ELEC0659-006 01/01/2020

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 36.59	17.39

ELEC0659-008 02/01/2019

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer	$ 59.09	20.22
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man	$ 52.76	19.96
(3) Tree Trimmer	$ 31.10	11.32
(4) Line Equipment Man	$ 52.76	19.96
(5) Powdermen, Jackhammermen	$ 33.80	13.35
(6) Groundman	$ 33.24	14.79

ELEC1245-004 06/01/2020

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

LINE CONSTRUCTION
(1) Lineman; Cable splicer..$ 59.14 20.78
(2) Equipment specialist
(operates crawler
tractors, commercial motor
vehicles, backhoes,
trenchers, cranes (50 tons
and below), overhead &
underground distribution
line equipment).....$ 47.24 19.59
(3) Groundman.....$ 36.12 19.19
(4) Powderman.....$ 51.87 18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC	$ 72.10	35.825+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-008 07/20/2020

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

(1) Leverman.....$ 49.88 34.35
(2) Dredge Dozer; Heavy
duty repairman.....$ 44.92 34.35
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 43.80 34.35
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 40.50 34.35

AREA 2:
(1) Leverman.....$ 51.88 34.35
(2) Dredge Dozer; Heavy
duty repairman.....$ 46.92 34.35
(3) Booster Pump
Operator; Deck
Engineer; Deck mate;
Dredge Tender; Winch
Operator.....$ 45.80 34.35
(4) Bargeman; Deckhand;
Fireman; Leveehand; Oiler..$ 42.50 34.35

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

(LANDSCAPE WORK ONLY)

GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

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""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(AREA 1:)		
GROUP 1	$ 51.42	31.15
GROUP 2	$ 49.89	31.15
GROUP 3	$ 48.41	31.15
GROUP 4	$ 47.03	31.15
GROUP 5	$ 45.76	31.15
GROUP 6	$ 44.44	31.15
GROUP 7	$ 43.30	31.15

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

GROUP 8.....$ 42.16 31.15
GROUP 8-A.....$ 39.95 31.15
OPERATOR: Power Equipment
(Cranes and Attachments -
AREA 1:)
GROUP 1
Cranes.....$ 52.30 31.15
Oiler.....$ 43.79 31.15
Truck crane oiler.....$ 46.08 31.15
GROUP 2
Cranes.....$ 50.54 31.15
Oiler.....$ 42.83 31.15
Truck crane oiler.....$ 45.07 31.15
GROUP 3
Cranes.....$ 48.80 31.15
Hydraulic.....$ 44.44 31.15
Oiler.....$ 42.55 31.15
Truck crane oiler.....$ 44.83 31.15
GROUP 4
Cranes.....$ 45.76 31.15
OPERATOR: Power Equipment
(Piledriving - AREA 1:)
GROUP 1
Lifting devices.....$ 52.64 31.15
Oiler.....$ 43.38 31.15
Truck Crane Oiler.....$ 45.66 31.15
GROUP 2
Lifting devices.....$ 50.82 31.15
Oiler.....$ 43.11 31.15
Truck Crane Oiler.....$ 45.41 31.15
GROUP 3
Lifting devices.....$ 49.14 31.15
Oiler.....$ 42.89 31.15
Truck Crane Oiler.....$ 45.12 31.15
GROUP 4
Lifting devices.....$ 47.37 31.15
GROUP 5
Lifting devices.....$ 44.73 31.15
GROUP 6
Lifting devices.....$ 42.50 31.15
OPERATOR: Power Equipment
(Steel Erection - AREA 1:)

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

GROUP 1
Cranes.....$ 53.27 31.15
Oiler.....$ 43.72 31.15
Truck Crane Oiler.....$ 45.95 31.15
GROUP 2
Cranes.....$ 51.50 31.15
Oiler.....$ 43.45 31.15
Truck Crane Oiler.....$ 45.73 31.15
GROUP 3
Cranes.....$ 50.02 31.15
Hydraulic.....$ 45.07 31.15
Oiler.....$ 43.23 31.15
Truck Crane Oiler.....$ 45.46 31.15
GROUP 4
Cranes.....$ 48.00 31.15
GROUP 5
Cranes.....$ 46.70 31.15

OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1.....$ 47.52 31.15
GROUP 1-A.....$ 49.99 31.15
GROUP 2.....$ 46.26 31.15
GROUP 3.....$ 44.93 31.15
GROUP 4.....$ 43.79 31.15
GROUP 5.....$ 42.65 31.15
UNDERGROUND:
GROUP 1.....$ 47.42 31.15
GROUP 1-A.....$ 49.89 31.15
GROUP 2.....$ 46.16 31.15
GROUP 3.....$ 44.83 31.15
GROUP 4.....$ 43.69 31.15
GROUP 5.....$ 42.55 31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work);

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:
Area 1: Extreme Southwest corner
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

MENDOCINO COUNTY:
Area 1: Central and Southeastern Parts
Area 2: Remainder

IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 34.58	24.81
Ornamental, Reinforcing		

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

and Structural.....$ 41.00 33.45

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-001 06/29/2020

AREA ""A"" - MARIN COUNTY

AREA ""B"" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer	$ 25.05	12.00
LABORER (Lead Removal)		
Marin County	$ 33.07	25.30
Remaining Counties	$ 32.07	25.30

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

LABO0067-005 06/27/2017

AREA ""A"" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCREMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YOUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 29.54	22.17
Area B	$ 28.54	22.17
Traffic Control Person I		
Area A	$ 29.84	22.17
Area B	$ 28.84	22.17
Traffic Control Person II		
Area A	$ 27.34	22.17
Area B	$ 26.34	22.17

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0185-002 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.84	23.71

LABO0185-005 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0185-006 06/25/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 30.49	23.20
GROUP 1	$ 29.79	23.20
GROUP 1-a	$ 30.01	23.20
GROUP 1-c	$ 30.01	23.20
GROUP 1-e	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 29.64	23.20
GROUP 3	$ 29.54	23.20
GROUP 4	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

GROUP 1.....$ 29.79 23.20
GROUP 2.....$ 29.64 23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder;

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0185-008 07/01/2018

	Rates	Fringes
Plasterer tender.....$	32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

LABO0261-002 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 30.54	23.65
Traffic Control Person I	$ 30.84	23.65
Traffic Control Person II	$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-004 06/25/2018

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-007 07/01/2018

MARIN AND NAPA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 32.45	22.20

LABO0261-010 06/25/2018

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 31.49	23.20
GROUP 1	$ 30.79	23.20
GROUP 1-a	$ 31.01	23.20
GROUP 1-c	$ 30.84	23.20
GROUP 1-e	$ 31.34	23.20

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

GROUP 1-f.....$ 31.37 23.20
GROUP 2.....$ 30.64 23.20
GROUP 3.....$ 30.54 23.20
GROUP 4.....$ 24.23 23.20
See groups 1-b and 1-d under laborer classifications.
LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 30.54 23.20
(2) Establishment Warranty
Period.....$ 24.23 23.20
LABORER (GUNITE - AREA A:)
GROUP 1.....$ 30.75 22.31
GROUP 2.....$ 30.25 22.31
GROUP 3.....$ 29.66 22.31
GROUP 4.....$ 29.54 22.31
LABORER (WRECKING - AREA A:)
GROUP 1.....$ 30.79 23.20
GROUP 2.....$ 30.64 23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-015 07/01/2018

	Rates	Fringes
Plasterer tender.....$	32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-004 06/25/2018

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..$	29.54	23.65
Traffic Control Person I....$	29.84	23.65
Traffic Control Person II...$	27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-008 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Tunnel and Shaft Laborers:

GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-010 07/01/2018

SOLANO AND SONOMA COUNTIES

	Rates	Fringes

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

LABORER
Mason Tender-Brick.....$ 31.45 22.20

LABO0324-013 06/25/2018

NAPA, SOLANO, AND SONOMA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA B:)
Construction Specialist
Group.....$ 30.49 23.20
GROUP 1.....$ 29.79 23.20
GROUP 1-a.....$ 30.01 23.20
GROUP 1-c.....$ 29.84 23.20
GROUP 1-e.....$ 30.34 23.20
GROUP 1-f.....$ 29.37 23.20
GROUP 2.....$ 29.64 23.20
GROUP 3.....$ 29.54 23.20
GROUP 4.....$ 23.23 23.20
See groups 1-b and 1-d under laborer classifications.
LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)
(1) New Construction.....$ 29.54 23.20
(2) Establishment Warranty
Period.....$ 23.23 23.20
LABORER (GUNITE - AREA B:)
GROUP 1.....$ 29.75 22.31
GROUP 2.....$ 29.25 22.31
GROUP 3.....$ 28.66 22.31
GROUP 4.....$ 28.54 22.31
LABORER (WRECKING - AREA B:)
GROUP 1.....$ 29.79 23.20
GROUP 2.....$ 29.64 23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0324-019 07/01/2018

	Rates	Fringes
Plasterer tender.....$	32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-004 01/01/2019

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....$	42.67	24.03

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

PREMIUMS:
EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-005 06/01/2020

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 47.38	25.99

PAIN0016-007 01/01/2019

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Painters:.....$ 33.68 20.24

SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-008 01/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 48.60	27.43

PAIN0169-004 07/01/2020

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	$ 52.17	30.55

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* PAIN0567-001 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

	Rates	Fringes
Painters:		
Brush and Roller.....	$ 29.80	13.44
Spray Painter & Paperhanger.	$ 31.29	13.44

PREMIUMS:
Special Coatings (Brush), and Sandblasting = $0.50/hr
Special Coatings (Spray), and Steeplejack = $1.00/hr
Special Coating Spray Steel = $1.25/hr
Swing Stage = $2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

PAIN0567-007 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 31.01	15.48

PAIN0567-010 07/01/2020

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

(1) Taper.....$ 35.20 14.02
(2) Steeplejack - Taper,
over 40 ft with open space
below.....$ 36.70 14.02

PAIN0767-004 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER	$ 40.61	30.76

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2020

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 38.48	16.88
GROUP 2	$ 32.71	16.88
GROUP 3	$ 33.09	16.88

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-001 06/01/2020

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada Mountains); GLENN; LASSEN (west of Highway 395, beginning at Stacey and including Honey Lake); MODOC; NEVADA (west of the Sierra Nevada Mountains); PLACER (west of the Sierra Nevada Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY; YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 39.61	22.59

PLAS0300-003 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties	$ 32.70	31.68
AREA 355: Marin	$ 36.73	31.68
AREA 355: Napa & Sonoma Counties	$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 33.49	23.67

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

PLUM0038-002 07/01/2020

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and resarch facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE	$ 64.86	43.54
(2) All other work - NEW CONSTRUCTION RATE	$ 76.30	45.27

PLUM0038-006 07/01/2019

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 63.04	31.48

PLUM0228-001 01/01/2021

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

PLUMBER.....$ 42.00 35.14

PLUM0343-001 07/01/2020

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial	$ 30.85	20.40
All Other Work	$ 54.00	38.74

DEFINITION OF LIGHT COMMERICIAL:
Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand ($250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand ($250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand ($250,000) for the plumbing bid; and Two Hundred Fifty Thousand ($250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: $.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: $.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: $.75 per hour additional.

PLUM0350-001 08/01/2019

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 45.84	13.81

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PLUM0355-001 07/01/2020

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 29.90	16.30

PLUM0442-003 07/01/2020

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER	$ 45.50	31.89

PLUM0447-001 07/01/2020

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman	$ 54.37	25.75
Light Commercial Work	$ 36.23	17.72

ROOF0081-006 08/01/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer	$ 40.10	18.88

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

ROOF0081-007 08/01/2020

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN,LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer	$ 39.73	19.11

SFCA0483-003 07/29/2019

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 65.52	32.67

SFCA0669-003 01/01/2021

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER	$ 40.87	26.29

SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker		
Mechanical Contracts		
$200,000 or less	$ 55.92	45.29
All other work	$ 64.06	46.83

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SHEE0104-009 07/01/2020

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER, YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER	$ 46.60	40.21

SHEE0104-010 07/01/2020

AlPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER	$ 43.50	37.42

SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only)	$ 44.45	35.55

SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-019 07/01/2020

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs $200,000 & under	$ 35.16	35.88
Mechanical Jobs over $200,000	$ 46.60	40.21

TEAM0094-001 07/01/2018

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 31.68	27.86
GROUP 2	$ 31.98	27.86
GROUP 3	$ 32.28	27.86
GROUP 4	$ 32.63	27.86
GROUP 5	$ 32.98	27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy;

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Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low

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bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

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a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

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Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

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process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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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 3,039'.
- Remove Surface Painted Signs Taxiways A1 and A5

(3) PLANS AND SPECIFICATIONS

The work shall conform to the plans and specifications marked, *Colusa County Airport, Seal Cracks and Slurry Seal Runway 13-31 Phase 1, AIP No. 3-06-0048-021-2021.*

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.

Contractor-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. Contractor-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 furnish, install and maintain new 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 furnishing, maintaining, operating, and placing of runway closure crosses will be made under Item C-106 of these specifications.

The contractor shall 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 furnishing, 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 three work zones on the airport – Work Zone 1consists of the Hold Bar Surface Signage for Taxiway A1 and Taxiway A5, Work Zone 2 consists of the center portion of Runway 13-31 ends, and Work Zone 3 consists of the Runway 13-31 ends. The staging of the project is as follows:

Stage	Contractor's Work	Contractor's Work Area
1	Marking Removal	Work Zone 1 Work Zone 2
2	Crack Seal	Work Zone 1 Work Zone 2 Work Zone 3
3	Slurry Seal	Work Zone 1 Work Zone 2
4	Marking – 1st Coat	Work Zone 2
5	Marking – 2nd Coat	Work Zone 2 Work Zone 3

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- Contractor is allowed 7 consecutive days to complete Stages 1 through 4. A minimum 48 hours of cure time shall be allowed between Stages 3 and 4.

- Contractor shall start Stage 5 two weeks after completing Stage 4. Contractor will be allowed 1 day for Stage 5.

- No construction shall take place between April 1 through August 31.

- 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 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.

- Runway 13-31 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 120 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 303, “Runway End Siting Requirements,” of AC 150/5300-13A.
- 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 furnish and install 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 ****

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

DIVISION V

TECHNICAL PROVISIONS

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

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. The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor must demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

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

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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.

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 before sealing, the joints must be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning must be accomplished by waterblasting as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge must be waterblasted clean. Waterblasting must be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and 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 within one week of original sealing operations 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.

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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.

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 2 days 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 the

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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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APPENDIX A
CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

COLUSA COUNTY AIRPORT
COLUSA, CALIFORNIA

SEAL CRACKS AND SLURRY SEAL RUNWAY 13-31 PHASE 1

AIP NO. 3-06-0048-

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

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December 11, 2020

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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

SEAL CRACKS, SLURRY SEAL, RUNWAY 13-31 PHASE 1
AIP NO. 3-06-0048-

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

SEAL CRACKS, SLURRY SEAL, RUNWAY 13-31 PHASE 1
AIP NO. 3-06-0048-
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 Runway 13-31 at Colusa County Airport, Colusa, California. 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, 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.

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- 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 Drawings, 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	Taxiway A, A1 Thru A5 and Runway 13-31
2	Crack Seal	Work Zone 1 Work Zone 2 Work Zone 3	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 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

Contractor is allowed 7 consecutive days to complete Stages 1 through 4. Minimum 48 hours of cure time shall be allowed between stage 3 and 4.

Start Stage 5 two weeks after completing Stage 4. Contractor will be allowed 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 be allowed 1 day for Stage 5.

Contractor will allow a minimum of two weeks between Stage 4 Marking 1st Coat and Stage 5 Marking 2nd Coat.

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Runway 13-31 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.

(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.

Contractor-furnished crosses will be placed on the numbers of the closed Runway 13-31 as shown on the Construction Safety and Phasing Plan. Contractor-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 furnish, 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.

Construction will be limited to no closer than 120 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 Brisbane, 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 .....(530) 458-0466

F.A.A.
Tom Richards, Program Manager.....(650) 827-7622

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 Brisbane 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 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.

No blasting operations will be required or allowed during the construction of this project.

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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.

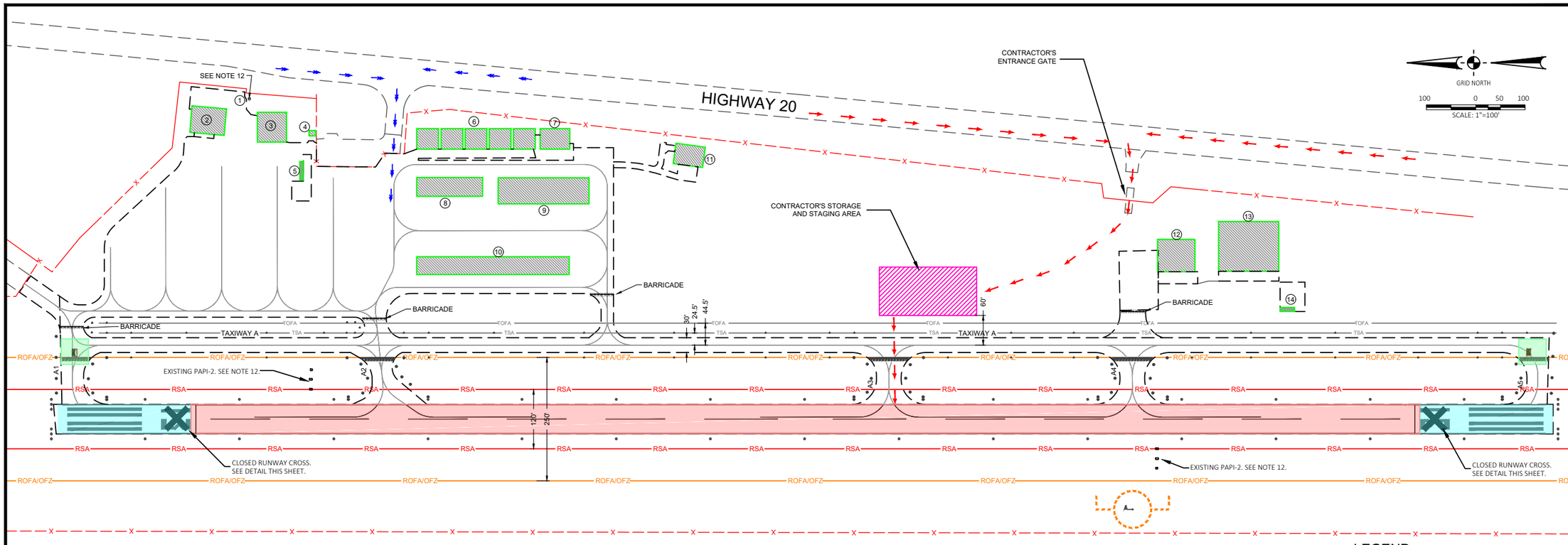
Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

(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: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)



COLUSA COUNTY AIRPORT CTAF: 122.800

NOTES:

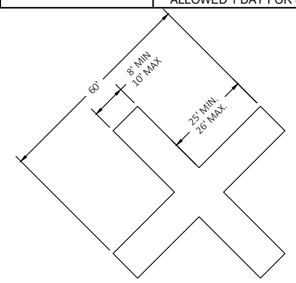
1. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE SECURITY AND CLEANLINESS OF THE WORK SITE AND CONTRACTOR'S STORAGE AREA AT ALL TIMES
2. CONTRACTOR SHALL MAINTAIN HAUL ROAD AND PAVED SURFACES CLEAN OF DEBRIS AT ALL TIMES. APRON AND TAXIWAYS SHALL BE MAINTAINED BROOM CLEAN.
3. CONTRACTOR SHALL LIMIT ALL 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 FURNISH, INSTALL AND MAINTAIN LIGHTED BARRICADES DURING CLOSING OF RUNWAY AND TAXIWAYS. CONTRACTOR PROVIDED BARRICADES SHALL BE FURNISHED AND INSTALLED AS SHOWN ON THE PLANS.
4. AIRPORT FURNISHED FLAGGER SHALL HAVE AIRCRAFT RADIO CAPABLE OF MAINTAINING RADIO CONTACT WITH AIRCRAFT AT ALL TIMES.
5. CONTRACTOR SHALL FURNISH, ERECT & MAINTAIN LIGHTED BARRICADES AT THE BOUNDARY OF THE WORK AREA TO KEEP VEHICLES AND AIRCRAFT FROM ENTERING THE CONTRACTOR'S WORK AREAS.
6. CONTRACTOR SHALL FURNISH, INSTALL AND MAINTAIN 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 7 CONSECUTIVE DAYS TO COMPLETE STAGE 1 THRU 4 MINIMUM 48 HOURS OF CURE TIME SHALL BE ALLOWED BETWEEN STAGE 3 AND 4
2	CRACK SEAL	WORK ZONE 1 WORK ZONE 2 WORK ZONE 3	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 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 FURNISH, PLACE, MAINTAIN & REMOVE BARRICADES AND CLOSED RUNWAY CROSSES AS NEEDED.
2. THERE ARE THREE WORK AREAS FOR THIS PROJECT. WORK AREA 1 IS LOCATED AT THE HOLD BAR SURFACE SIGNAGE FOR TAXIWAY A1 AND TAXIWAY A5. WORK AREA 2 AND 3 IS RUNWAY 13-31 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 7 CONSECUTIVE DAYS TO COMPLETE STAGE 1 THRU 4.
6. 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).
7. CONTRACTOR SHALL COMPLETE STAGE 1 (MARKING REMOVAL) AND STAGE 2 (CRACK SEAL), 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)
8. 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).
9. 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.
10. 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 TO BE CONSTRUCTED OF ANY MATERIAL SUCH AS FABRIC, PLYWOOD, OR OTHER SUITABLE MATERIAL. THEY WILL BE HELD IN PLACE IN A MANNER APPROVED BY THE RESIDENT PROJECT REPRESENTATIVE.
3. CROSSES SHALL BE PLACED ON 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 CONTRACTOR
5. CROSSES WILL BE INSTALLED AND MAINTAINED BY THE CONTRACTOR.
6. CONTRACTOR SHALL SUPPLY SANDBAGS OR APPROVED ALTERNATES TO SECURE CLOSURE CROSSES TO PAVEMENT.

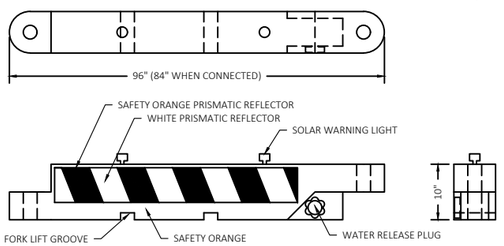
AIRPORT FACILITIES

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
- WORK ZONE 3
- 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. CONTRACTOR 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 REMOVED FROM THE AIRPORT.
6. CONTRACTOR WILL INSTALL AND MAINTAIN BARRICADES.
7. AN ESTIMATED 35 BARRICADES WILL BE USED TO CLOSE RUNWAY AND TAXIWAYS. SEE SHEET FOR LOCATIONS.

BRANDLEY ENGINEERING
6125 King Road, Suite 201 - Loomis, California 95650 - (916) 652-4

ENGINEER OF RECORD
REGISTERED PROFESSIONAL ENGINEER MICHAEL S. BRANDLEY No. C71139 Exp. 6-30-2021 STATE OF CALIFORNIA
1-19-2021

REVISIONS	No.	DATE	APR	BY

COLUSA COUNTY AIRPORT CALIFORNIA
CRACK SEAL AND SLURRY SEAL RUNWAY 13-31
CONSTRUCTION SAFETY AND PHASING PLAN
COLUSA

DATE	1/19/2021
DRAWN	TS
CHECKED	MSB
PROJECT No.	76.07
FILE	7606.2 CSPP
SCALE	1"=100'
SHEET No.	

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

C:\USERS\DBALTAZAR\DESKTOP\7607 CRACK\SB\SD SHTS\7606.2 CSPP.DWG PLOTTED BY: David Baltazar 1/21/2021 8:50 AM

Exhibit 2. Construction Project Daily Safety Inspection Checklist
Colusa County Airport
Seal Cracks, Slurry Seal Runway 13-31

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.

Potentially Hazardous Conditions

Item	Action Required	None
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.		☐
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 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.		☐

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Item	Action Required	None
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA.		☐
Wildlife attractants – such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water – on or near airports.		☐
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		☐
Failure to issue, cancel, 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 can be distracting, confusing, or alarming to pilots during aircraft operations.		☐
Water, 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,		☐

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

Item	Action Required	None
no temporary drainage provided when working on a drainage system).		
Failure to control dust.		☐
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		☐
Construction work taking place outside of designated work areas and out of phase.		☐

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

APPENDIX B
REQUIRED SUBMITTAL LIST

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

APPENDIX B
COLUSA COUNTY AIRPORT
SEAL CRACKS AND SLURRY SEALRUNWAY 13-31
AIP NO. 3-06-0048-021-2021

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
C-106	Barricades (106-2.1)			X							
C-106	Runway Closure Markers (106-2.3)			X							
P-605	Crack Sealer (605-2.1)				X						
P-605	Backer Rod (605-2.2)			X							
P-605	Bond Breaking Tapes (605-2.3)			X							
P-620	Airfield Marking Paint (620-2.2a)			X							
P-620	Reflective Media (620-2.2b)			X							
P-626	Aggregate (626-2.1)				X						
P-626	Mineral Filler (626-2.2)					X					
P-626	Emulsified Asphalt (626-2.3)					X					
P-626	Polymer (626-2.4)			X							
P-626	Slurry Seal Job Mix Formula (626-3.2)				X						

Attachment: revised specs (6341 : Adopt Plans, Specifications and Working Details for RFB)

COUNTY OF COLUSA, CA **3.8**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Public Works/Road Department**

FROM: **Michael Azevedo**

SUBJECT: **Ratify Change Order #1 & #2 with Teichert Construction**

Ratify Change Order No.'s 1 and 2 with **Teichert Construction** for construction on Hillgate Road.

Detailed Description/Background of request

Change order #1 was drafted to provide for the location and adjustment of unforeseen utilities within the project site. As well as provide re-mobilization following the projects winter suspension.

Change Order # 2 was drafted to upgrade Metal Beam Guardrail within the project site to current standards.

This is an increase of $73,915.55 for a total project cost of $1,634,529.80.

Prior Board Action

On September 15, 2020 the Chair signed C20-174

Fiscal Impact/Funding Source

Budgeted (00110-3010-53180)

Action for the Clerk

None

ATTACHMENTS:

- CCO1 - 300012-2019 executed (PDF)
- CCO2 - 300012-2019 executed (PDF)

COLUSA COUNTY

CONTRACT CHANGE ORDER

CEM-4900 (REV 05/2001) CT# 7541-3501-0

Sheet 1 of 1

Change Requested by: ☐ engineer ☒ contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	ROAD
1		300012-2019	Hillgate Road

TO Teichert Construction *contractor*

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the engineer.***

Add:

Item #19	Pothole Utilities	LS	$13,250.70
Item #20	Raise Utility Boxes	LS	$18,733.85

Adjust:

Item # 1	Mobilization	LS	+$6,500.00

(to accomadate re-mobilization after winter suspension)

Estimated Cost: ☐ Decrease ☒ Increase $ 38,484.55

By reason of this order the time of completion will be adjusted as follows: No Additional Work Days

SUBMITTED BY		
SIGNATURE Horacio Lopez	(PRINT NAME & TITLE) Horacio Lopez Engineer Technician	DATE 1/15/2021
APPROVAL RECOMMENDED BY		
SIGNATURE	(PRINT NAME & TITLE) Michael J Azevedo Director	DATE 1/15/2021
ENGINEER APPROVAL BY		
SIGNATURE	(PRINT NAME & TITLE) Michael J Azevedo Director	DATE 1/15/2021

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY		
SIGNATURE	(PRINT NAME & TITLE) Adam Storm, Project Manager	DATE 1/14/2021

CCDPW •June 2007

Attachment: CCO1 - 300012-2019 executed (6342 : Ratify Change Orders #1 & #2 withTeichert Construction)

COLUSA COUNTY

CONTRACT CHANGE ORDER

CEM-4900 (REV 05/2001) CT# 7541-3501-0

Sheet 1 of 2

Change Requested by: ☒ engineer ☐ contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NUMBER	ROAD	
2		300012-2019	Hillgate Road	

TO Teichert Construction *contractor*

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the engineer.***

Add:

Item #21	MBGR Upgrades (4 Locations)	LS	$35,431.00

Estimated Cost: ☐ Decrease ☒ Increase $ 35,431.00

By reason of this order the time of completion will be adjusted as follows: 4 Additional Work Days

SUBMITTED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
Horacio Lopez	Horacio Lopez Engineer Technician	1/19/21

APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Michael J Azevedo Director	1/19/21

ENGINEER APPROVAL BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Michael J Azevedo Director	1/19/21

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
	Adam Storm - PM	1-19-2020

CCDPW •June 2007

Attachment: CCO2 - 300012-2019 executed (6342 : Ratify Change Orders #1 & #2 withTeichert Construction)

COUNTY OF COLUSA, CA **3.9**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Sheriff**

FROM: **Jose Ruiz**

SUBJECT: **USDA, Forest Service Mendocino National Forest Cooperative Law Enforcement Master Agreement**

Approve Cooperative Law Enforcement agreement No. 21-LE-11051360-013, between the County through its Sheriff's Office and the **USDA, Forest Service Mendocino National Forest**, subject to subsequent Board approval of exhibits to the Agreement.

Detailed Description/Background of request

Accept master agreement between Colusa County Sheriff's Office and the USDA, Forest Service for patrol coverage. Patrol coverage should consist of the forest (National Forest System lands) on high use weekends and support with drug enforcement, including marijuana suppression and eradication. The USDA will provide reimbursement to the Colusa County Sheriffs Office for its services. This master agreement will be effective through September 30, 2025, with terms and conditions as set forth in the Agreement. Exhibits A and B are the Annual Operating Plan and Annual Financial Plan and will follow after the master agreement is approved. Annually, these two Exhibits will be updated, and need subsequent Board approval.

Prior Board Action

A previous master agreement between the Colusa County Sheriff's Office and the USDA, Forest Service Mendocino National Forest was approved by the board on 4/5/2016.

Master Agreement 16-LE-11051360-005 (C16-035)

Fiscal Impact/Funding Source

There is no fiscal impact because Colusa County is receiving money to provide certain law enforcement services to the USDA Forest Service.

Action for the Clerk

Please obtain necessary signatures on all copies and return the documents to:

Michael Casey - Patrol Captain

Mendocino National Forest
825 N. Humbolt Ave.
Willows CA, 95988

ATTACHMENTS:

- GM-FS signed Colusa (002) (PDF)

FS Agreement No. 21-LE-11051360-013

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between The
COLUSA COUNTY SHERIFF'S DEPARTMENT
And The
USDA, FOREST SERVICE
MENDOCINO NATIONAL FOREST

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between the Colusa County Sheriff's Department, hereinafter referred to as "the Cooperator," and the USDA, Forest Service, Mendocino National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and the Cooperator has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: COOPERATIVE LAW ENFORCEMENT AGREEMENT

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to the Cooperator for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

A. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit A. *See related Provision IV-E.*

B. Ensure that the officers/agents of the Cooperator performing law enforcement activities under this agreement meet the same standards of training required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.

C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Annual Operating Plan.

Attachment: GM-FS signed Colusa (002) (6346 : USDA Forest Service Master Agreement)

D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.

E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.

F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.

G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.

H. Bill the U.S. Forest Service for the Cooperator's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Annual Operating Plan. Billing frequency will be as specified in the Annual Operating Plan. *See related Provisions III-B, IV-I, and IV-P.*

I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

Attachment: GM-FS signed Colusa (002) (6346 : USDA Forest Service Master Agreement)

L. Perform in accordance with the approved and hereby incorporated Annual Financial and Operating Plan (Annual Operating Plan) attached as Exhibit B for controlled substances. *See related Provision IV-E.*

III. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Annual Operating Plan attached as Exhibit A.

B. Reimburse the Cooperator for actual expenses incurred, not to exceed the estimated amount shown in the Annual Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display the Cooperator's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Annual Operating Plan, less any previous U.S. Forest Service payments. *See related Provisions II-H and IV-I.* The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:

USDA, Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
E-Mail: asc_ga@fs.fed.us

Send copy to:

Michael Casey, Patrol Captain
U.S. Forest Service
Mendocino National Forest
825 N. Humboldt Ave
Willows, CA 95988
Phone: (530) 934-1261
E-Mail: michael.casey@usda.gov

Send copy to:

Jeremiah Laudenslager, Special Agent
U.S. Forest Service
Mendocino National Forest
825 N. Humboldt Ave
Willows, CA 95988
Phone: (530) 934-1164
E-Mail: jeremiah.laudenslager@usda.gov

C. Perform in accordance with the Annual Operating Plan, attached as Exhibit B.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

B. The principal contacts for this agreement are:

Attachment: GM-FS signed Colusa (002) (6346 : USDA Forest Service Master Agreement)

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Joe Garofalo, Sheriff Colusa County Sheriff's Department 929 Bridge Street Colusa, CA 95932 **Telephone**: (530) 458-0200 **FAX**: (530) 458-4697 **Email**: jgarofalo@countyofcolusa.com	Mark Contreras, Lieutenant Colusa County Sheriff's Department 929 Bridge Street Colusa, CA 95932 **Telephone**: (530) 458-0238 **FAX**: (530) 458-4697 **Email**: mcontreras@countyofcolusa.com
Cooperator Finance Contact	
James Pastorino, Budget & Finance Officer Colusa County Sheriff's Department 929 Bridge Street Colusa, CA 95932 **Telephone**: (530) 458-0209 **FAX**: (530) 458-4697 **Email**: jpastorino@countyofcolusa.com	

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Michael Casey, Patrol Captain 825 N. Humboldt Ave Willows, CA 95988 **Telephone**: (530) 934-1261 **Email**: michael.casey@usda.gov	Michelle Brown. Program Assistant 825 N. Humboldt Ave Willows, CA 95988 **Telephone**: (530) 934-1194 **Email**: michelle.t.brown@usda.gov

U.S. Forest Service Program Coordinator Contact	U.S. Forest Service Grants & Agreements Contact
Don Hoang, Special Agent in Charge 1323 Club Drive Vallejo, CA 94592-1110 **Telephone**: (707) 562-8647 **FAX**: (707) 562-9031 **Email**: don.hoang@usda.gov	Karen McWilliams, G&A Specialist 701 N. Santa Anita Ave Arcadia, CA 91006 **Telephone**: (626) 574-5221 **Email**: karen.mcwilliams@usda.gov

C. An Annual Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.

Attachment: GM-FS signed Colusa (002) (6346 : USDA Forest Service Master Agreement)

D. This agreement has no effect upon the Cooperator's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.

E. Any Annual Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Annual Operating Plan shall at a minimum contain:

1. Specific language stating that the Annual Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.

2. Specific beginning and ending dates.

3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.

4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.

5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.

6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*

7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.

8. A review and signature of a U.S. Forest Service Agreements Coordinator.

F. Nothing in this agreement obligates either party to accept or offer any Annual Operating Plan under this agreement.

G. The officers/agents of the Cooperator performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of the Cooperator. Law enforcement provided by the Cooperator and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.

H. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

I. The Cooperator's reimbursable expenses must be: listed in an approved Annual Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.

Attachment: GM-FS signed Colusa (002) (6346 : USDA Forest Service Master Agreement)

J. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse the Cooperator for only the additional activities requested and not for activities that are regularly performed by the Cooperator.

K. Reimbursement may include the costs incurred by the Cooperator in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Annual Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Annual Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether the Cooperator is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Annual Operating Plan unless approved by all parties in the agreement and shown in the Annual Operating Plan.

When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; the Cooperator shall ensure adequate safeguards and controls exist to protect loss or theft. The Cooperator shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. The Cooperator is/are responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed the Cooperator for and/or transferred to the Cooperator under the AD-107 process or equivalent.

L. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of $5,000.00, purchased by the Cooperator using any Federal funding. Upon expiration of this agreement the Cooperator shall forward an equipment and supply inventory to the U.S. Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.

M. When no equipment or supplies are approved for purchase under an Annual Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment or supplies.

Attachment: GM-FS signed Colusa (002) (6346 : USDA Forest Service Master Agreement)

N. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Annual Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

O. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to the Cooperator in excess of the amount to which the Cooperator is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.

2. Withholding advance payments otherwise due to the Cooperator.

3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

P. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

Q. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

R. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Attachment: GM-FS signed Colusa (002) (6346 : USDA Forest Service Master Agreement)

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

S. Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this agreement where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of $2,000 and Service Contract Act wage provisions apply to service contracts in excess of $2,500. The U.S. Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the cost of the contract. If the Cooperator is/are approved to issue a contract, it shall be awarded on a competitive basis.

T. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

U. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

Attachment: GM-FS signed Colusa (002) (6346 : USDA Forest Service Master Agreement)

V. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

W. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through September 30, 2025.

X. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

JOE GAROFALO, SHERIFF — Date
Colusa County Sheriff's Department

ANN CARLSON Digitally signed by ANN CARLSON Date: 2020.10.21 08:29:19 -07'00'

ANN D. CARLSON, FOREST SUPERVISOR — Date
U.S. Forest Service, Mendocino National Forest

Board Chair Member — Date
Colusa County Board of Supervisor's

DON HOANG, Special Agent in Charge — Date
U.S. Forest Service, Pacific Southwest Region

The authority and format of this agreement have been reviewed and approved for signature.

KAREN MCWILLIAMS Digitally signed by KAREN MCWILLIAMS Date: 2020.10.12 15:35:28 -07'00'

KAREN MCWILLIAMS — Date
U.S. Forest Service, Grants Management Specialist

Attachment: GM-FS signed Colusa (002) (6346 : USDA Forest Service Master Agreement)

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Attachment: GM-FS signed Colusa (002) (6346 : USDA Forest Service Master Agreement)

COUNTY OF COLUSA, CA **3.10**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Angela Gross**

SUBJECT: **Approve Fifth Modification to Contract C16-197**

Approve Fifth Modification to Contract C16-197 with **Restpadd Inc.** for hospital-based psychiatric inpatient services, effective January 1, 2021.

Detailed Description/Background of request

On December 13, 2016, the County entered into Contract C16-197 with Restpadd Inc. to provide hospital-based psychiatric inpatient services. The contract has been modified four times to extend the termination date, update the daily rate per client and increase compensation.

Behavioral Health Services (BHS) is requesting to modify this contract again to increase the compensation from $125,000 per fiscal year to $275,000 per fiscal year. BHS currently has three consumers placed in this facility at a rate of $970. per day. For the past three months, compensation has been approximately $30,000 per month. The current contract balance may not be sufficient to cover those costs if the services continue or more consumers are placed at this facility. In addition, Northern California is limited in regards to hospital-based psychiatric service facilities; therefore, it is important to maintain availability for such services.

Prior Board Action

C16-197, C17-180, C18-076, C19-086 & C20-054

Fiscal Impact/Funding Source

Budgeted (00106-4013-55270) Not to exceed $275,000 per fiscal year

Action for the Clerk

Please obtain signatures and send to:
Restpadd, Inc.
Attn: Administrator
2750 Eureka Way
Readding, CA 96001

ATTACHMENTS:

- Fifth Modification to Restpadd Redding (DOCX)

- C16-197 Restpadd Inc (PDF)
- C17-180 Restpadd Inc. - First Modification (PDF)
- C18-076 Second Mod Restpadd Inc (PDF)
- C19-086 Third Mod Restpadd (PDF)
- C20-054 4th Mod. Restpadd Redding (PDF)

Fifth Modification of Contract C16-197
For Psychiatric Services

This Fifth Modification for hospital-based psychiatric inpatient services is between County of Colusa ("County"), a political subdivision of the State of California, and Restpadd Inc., a California corporation ("Contractor").

Background

On December 13, 2016, the parties executed contract C16-197 (Contract) to provide County with hospital-based psychiatric inpatient services.

On July 1, 2017, the parties executed the First Modification (C17-180) to increase the daily rate per client.

On May 29, 2018, the parties executed the Second Modification (C18-076) to extend the term of the contract and increase the daily rate per client.

On May 15, 2019, the parties executed the Third Modification (C19-086) to extend the term of the contract and increase the daily rate per client.

On March 1, 2020, the parties executed the Fourth Modification (C20-054) to increase the compensation.

The parties now want to modify Section 3, Compensation.

Modification

The parties agree to modify the Contract effective January 1, 2021, as follows:

1. Section 3, Compensation, is modified to increase the compensation in an amount not to exceed $275,000 per fiscal year.

COUNTY OF COLUSA

_____Date:_____
Gary J. Evans, Board Chair

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

RESTPADD, INC.

_____Date:_____
Signature

_____
Print Name & Title

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

by_____
Melissa Kitts, Deputy Clerk

Attachment: Fifth Modification to Restpadd Redding [Revision 1] (6357 : Approve Fifth Modification to Contract C16-197)

Restpadd, Inc., Psychiatric Services Contract

This Inpatient Psychiatric Services contract ("Contract") is between the County of Colusa ("County"), a political subdivision of the State of California and Restpadd Inc., California Corporation ("Contractor").

1. **Services to be Performed:** Contractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide county with hospital-based psychiatric inpatient services.

2. **Term:** This Contract shall begin on December 13, 2016 and shall continue until June 30, 2018.

3. **Compensation:** County will pay Contractor compensation of $860 per day, per client, in an amount not to exceed eighty thousand dollars ($80,000) per fiscal year. Compensation will be paid in accordance with paragraph 4, Method of Payment.

4. **Method of Payment:** Monthly, Contractor shall provide County with an invoice for the services provided in the preceding month. Upon receipt of the invoice, County shall process payment to Contractor as provided for by County's established policies and procedures, and payment will be issued accordingly for undisputed invoices. Contractor shall provide County a completed IRS form W-9 before payments will be issued from County.

   A. **Invoices shall:**
      1) Be prepared on Contractor's letterhead.
      2) Bear Contractor's name as shown on the contract.
      3) Bear the contract number.
      4) Itemize the costs incurred.
      5) Include a summary of the services provided.
      6) Be signed by an authorized official, employee, or agent certifying that the claim represents actual expenses for the services performed under this Contract.

5. **Professional Ability of Contractor and Standards of Performance:** Contractor represents that it is qualified and licensed to perform the services to be done as required in this Contract. County relies upon the representations of Contractor regarding professional training, licensing, and ability to perform the services as a material inducement to enter into this Contract.

   A. Services shall be provided by Contractor without the advice, control or supervision of County. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

   B. Acceptance of work or payment of invoice by County does not operate to release Contractor from any responsibility to perform work to professional standards.

Attachment: C16-197 Restpadd Inc (6357 : Approve Fifth Modification to Contract C16-197)

C. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract.

6. **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to County for a minimum period of five (5) years, or for any longer period required by law, following audit, or from the date of final payment to Contractor under this Contract, whichever is later.

   A. Contractor shall maintain all documents and records which demonstrate performance under this Contract for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Contract.

   B. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit at any time during regular business hours, upon written request by County Counsel or other designated representative of County. Copies of such documents shall be provided to County for inspection at the office of the requesting county officer unless it is impractical to do so; in which case the records shall be made available at Contractor's address indicated for receipt of notices in this Contract.

   C. Where County has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Contractor's business, County may, on written request, require that custody of the records be given to County and that the records and documents be maintained by County at the Board of Supervisors offices. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

7. **Independent Contractor:** Contractor is an independent contractor, not an employee of County. Nothing contained in this Contract, or any document executed in connection with this Contract, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching County's objectives in entering this Contract.

8. **Indemnity and Liability:** Each party shall indemnify, defend, and hold the other party and its directors, officers, employees, and agents harmless against any claims of any kind, arising or alleged to arise out of the willful misconduct, negligent acts, omissions, or violations of law by the party.

9. **HIPPA Compliance:** The Parties agree to comply with the Colusa County Business Associate Agreement specific in Attachment "A" attached hereto and incorporated herein

Attachment: C16-197 Restpadd Inc (6357 : Approve Fifth Modification to Contract C16-197)

by reference, which is added to this agreement to comply with the privacy requirements of the Health Insurance Portability and Accountability Act (HIPPA).

10. **Insurance:** Contractor, at its own cost, agrees to maintain, for the duration of this Contract, the following insurance policies with insurers possessing a Best's rating of no less than A:

    A. **Workers' Compensation Coverage:** To the extent that Contractor has any employees, Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractors' employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by County at least thirty (30) days prior to such change.

    B. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Contract or the general aggregate limit shall be at least twice the required occurrence limit.

    C. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the contractor arising out of or in connection with the work to be performed under this Contract, including coverage for owned, hired, and non-owned vehicles.

    D. **Professional Liability Insurance:** Contractor shall maintain Professional Liability Insurance for malpractice coverage in an amount not less than one million dollars ($1,000,000) per occurrence. The insurance coverage provided by Contractor shall contain language providing coverage for up to three (3) years following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is claims made.

    E. **Proof of Coverage:** At the time of execution of this contract, Contractor shall furnish County with copies of its insurance policies affecting coverage required by this Contract.

    F. **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

Attachment: C16-197 Restpadd Inc (6357 : Approve Fifth Modification to Contract C16-197)

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 thirty (30) days written notice certain to County.

G. **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.

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: C16-197 Restpadd Inc (6357 : Approve Fifth Modification to Contract C16-197)

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:	Department of Behavioral Health 162 E. Carson Street Colusa, California 95932 (530) 458-0520 Attention: Terrance Rooney, Ph.D., Director
If to Contractor:	Restpadd, Inc 2750 Eureka Way Redding, California 96001 Attention: Carl Womack, Administrator

15. **Entire Contract**: This Contract constitutes the complete and exclusive statement of contract between County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

16. **Amendments**: This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by the County Counsel.

17. **Waiver**: No failure on the part of either party to exercise any right or remedy provided for by this Contract shall operate as a waiver of any other right or remedy that party may have.

18. **Execution**: This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties.

19. **Assignment & Subcontracting**: The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience, and competence of Contractor. Assignments of any or all rights, duties or obligations of Contractor under this Contract will be permitted only with the express consent of County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor nor shall it create any obligation on the part of County to pay any monies due to any such subcontractor unless otherwise required by law.

20. **Termination**: This Contract may be terminated for the following reasons:

Attachment: C16-197 Restpadd Inc (6357 : Approve Fifth Modification to Contract C16-197)

A. Immediately for cause if either party violates any of the terms or provisions of this Contract; or

B. By either party without cause upon fifteen (15) days written notice of termination.

21. **Partial Invalidity**. If any provision of this Contract is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

22. **Attachments:** All attachments referred to are incorporated and made part of the Contract. Attachments include:

A. Attachment "A" Colusa County Business Associate Agreement

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on this 13th day of December, 2016.

COUNTY OF COLUSA

Denise J. Carter, Board Chair

RESTPADD, INC.

Signature

Carl Womack Administrator

Printed Name and Title

APPROVED AS TO FORM

Marcos A. Kropf, County Counsel

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

By Melissa Kittle For

Ann Nordyke, Deputy

Attachment: C16-197 Restpadd Inc (6357 : Approve Fifth Modification to Contract C16-197)

ATTACHMENT "A"

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 Restpadd, 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. Colusa County Behavioral Health (Behavioral Health) and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Addendum, in compliance with HIPAA and HIPAA regulations.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean Colusa County Department of Behavioral Health.

(c) Protected Health Information or PHI. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

(d) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(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.

Attachment: C16-197 Restpadd Inc (6357 : Approve Fifth Modification to Contract C16-197)

(f) The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Addendum or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Addendum. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section (k), below. Business Associate will provide Behavioral Health with its current and updated policies;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Addendum of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) Within ten (10) days of receipt of a request from Behavioral Health make available protected health information in a designated record sent to the Colusa County Behavioral Health Department as necessary to satisfy its obligations under 45 CFR 164.524;

(f) Within ten (10) days of receipt of a request from Behavioral Health make any amendment(s) to protected health information in a designated record set as directed or agreed to by Behavioral Health pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.526;

(g) Maintain and make available within ten (10) days of receipt of a request from Behavioral Health information required to provide an accounting of disclosures to the individual as necessary to satisfy Behavioral Health's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Behavioral Health's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Behavioral Health in the performance of such obligation(s);

Attachment: C16-197 Restpadd Inc (6357 : Approve Fifth Modification to Contract C16-197)

(i) Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; 45 CFR 164.514(d)(3);

(j) Make its internal practices, books, and records available to the Behavioral Health and Secretary for purposes of determining compliance with the HIPAA Rules within ten (10) days of request by Behavioral Health;

(k) The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing Behavioral Health PHI. These steps shall include, at a minimum: Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- *Security of Federal Automated Information Systems*, which sets forth guidelines for automated information systems in Federal agencies. It is expected the Business Associate will implement and maintain the most stringent means and system to safeguard and provide the highest level of protection for Behavioral Health PHI from breaches and security incidents.

(l) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to provision of the services set forth in the Service Agreement. (Agreement) Further, the Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Behavioral Health's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the 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.

Attachment: C16-197 Restpadd Inc (6357 : Approve Fifth Modification to Contract C16-197)

(f) Business Associate may provide data aggregation services relating to the health care operations of Behavioral Health.

Provisions for Behavioral Health to Inform Business Associate of Privacy Practices and Restrictions

(a) Behavioral Health shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b)Behavioral Health shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Behavioral Health shall notify Business Associate of any restriction on the use or disclosure of protected health information that Behavioral Health has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Behavioral Health

Behavioral Health shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Behavioral Health, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the date of the Agreement, and shall terminate when the Agreement terminates or on the date Behavioral Health terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Addendum by Behavioral Health, if Behavioral Health determines Business Associate has violated a material term of the Addendum and Business Associate has not cured the breach or ended the violation within the time specified by Behavioral Health. Behavioral Health may in its discretion provide the Business Associate with an opportunity to cure a violation or breach of the contract before termination for cause.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Addendum for any reason, Business Associate, with respect to protected health information received from Behavioral Health, or created, maintained, or received by Business Associate on behalf of Behavioral Health, shall:

Attachment: C16-197 Restpadd Inc (6357 : Approve Fifth Modification to Contract C16-197)

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Behavioral Health or, if agreed to by Behavioral Health, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) above under "Permitted Uses and Disclosures By Business Associate"] which applied prior to termination; and
5. Return to Behavioral Health or, if agreed to by Behavioral Health, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; or
6. At the request of Behavioral Health transmit the protected health information to another Business Associate of the Behavioral Health at termination, and/or could add terms regarding a Business Associate's obligations to obtain or ensure the destruction of protected health information created, received, or maintained by subcontractors.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement to which this Addendum is attached shall remain in effect.

(d) Ownership. Behavioral Health at all times owns the PHI shared pursuant to the terms of this Addendum.

Attachment: C16-197 Restpadd Inc (6357 : Approve Fifth Modification to Contract C16-197)

C17-180

3.10.c

First Modification of Contract C16-197
For Psychiatric Services

This First Modification for hospital based psychiatric inpatient services is made between Colusa County ("County"), a political subdivision of the State of California, and Restpadd Inc., California corporation ("Contractor").

Background

On December 13, 2016, the parties executed contract C16-197 (Contract) to provide County with hospital-based psychiatric inpatient services.

The parties now want to modify Section 3, Compensation, to increase the daily rate.

Modification

The parties agree to modify the Contract effective July 1, 2017, as follows:

1. Section 3, Compensation, is modified to increase the daily rate per client from $860 to $880.

COUNTY OF COLUSA

Gary J. Evans, Board Chair — Date: 9/5/17

RESTPADD, INC.

Signature — Date: 9/11/17

Carl Womack Administrato
Printed Name and Title

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

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

by For Ann Nordyke, Deputy

Attachment: C17-180 Restpadd Inc. - First Modification (6357 : Approve Fifth Modification to Contract C16-197)

Restpadd Inc.

August 11, 2017

Attn: Debbie Hickel
Colusa County Behavioral Health
162 E. Carson St.
Colusa, CA 95932

Re: Contract for 2017-2018

Dear Debbie,

Restpadd, Inc's new rate of $880.00 per day per client will go into effect July 1, 2017.

Starting July 1, 2018, the rate will be $900.00 per day.

Please contact me if you need any information to complete the new contract.

Sincerely,

Carl Womack
Administrator
Restpadd, Inc.
(530) 262-6700

Attachment: C17-180 Restpadd Inc. - First Modification (6357 : Approve Fifth Modification to Contract C16-197)

C18-076

Second Modification of Contract C16-197
For Psychiatric Services

This Second Modification for hospital based psychiatric inpatient services is made between Colusa County ("County"), a political subdivision of the State of California, and Restpadd Inc., California corporation ("Contractor").

Background

On December 13, 2016, the parties executed contract C16-197 (Contract) to provide County with hospital-based psychiatric inpatient services.

On July 1, 2017, the parties executed the First Modification (C17-180) to increase the daily rate per client.

The parties now want to modify Section 2, Term, and Section 3, Compensation.

Modification

The parties agree to modify the Contract effective May 29, 2018, as follows:

1. Section 2, Term, is modified to extend the term of the contract from June 30, 2018 to June 30, 2019; and

2. Section 3, Compensation, is modified to increase the daily rate per client from $880 to $900 as set forth in Attachment "B".

COUNTY OF COLUSA

Date: 5/29/18
Gary J. Evans, Board Chair

RESTPADD, INC.

Date: 6/8/18
Signature

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

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

by
Melissa Kitts, Deputy Clerk

Attachment: C18-076 Second Mod Restpadd Inc (6357 : Approve Fifth Modification to Contract C16-197)

ATTACHMENT B

Health and Human Services Agency
Donnell Ewert, MPH, Director

2650 Breslauer Way
Redding, CA 96001-4246
Phone: (530) 225-5899
Fax: (530) 225-5903
CA Relay Service: (800) 735-2922

June 8, 2017

California Department of Healthcare Services
Mental Health and Substance Abuse Disorders
Attn: Donald Larson
1500 Capital Ave. MS400 PO Box 997413
Sacramento, CA 95899-7413

RE: Negotiated Rates for Psychiatric Health Facilities with RESTPADD, Inc.

In compliance with Title 9, CCR §1810.375(c) and §1810.110, the Shasta County negotiated and contracted psychiatric health facility rate with RESTPADD, Inc. (NPI# 1477899201), 2750 Eureka Way, Redding, CA 96001 is $880.00 per day beginning FY 17-18 and $900.00 per day beginning FY 18-19.

Thank you and please feel free to contact Dean True, Adult Services Branch Director at (530) 225-5900 if you have any questions.

Sincerely,

Donnell Ewert, M.P.H.
Director
(530) 225-5899
dewert@co.shasta.ca.us

CC: Restpadd, Inc.

"Healthy people in thriving and safe communities"
www.shastahhsa.net

Attachment: C18-076 Second Mod Restpadd Inc (6357 : Approve Fifth Modification to Contract C16-197)

Third Modification of Contract C16-197
For Psychiatric Services

This Third Modification for hospital based psychiatric inpatient services is made between the County of Colusa ("County"), a political subdivision of the State of California, and Restpadd Inc., California corporation ("Contractor").

Background

On December 13, 2016, the parties executed contract C16-197 (Contract) to provide County with hospital-based psychiatric inpatient services.

On July 1, 2017, the parties executed the First Modification (C17-180) to increase the daily rate per client.

On May 29, 2018, the parties executed the Second Modification (C18-076) to extend the term of the contract and increase the daily rate per client.

The parties now want to modify the Term and Compensation, and add Attachment "C".

Modification

The parties agree to modify the Contract effective May 14, 2019, as follows:

1. Section 2, Term, is modified to extend the term of the contract from June 30, 2019 to June 30, 2021; and

2. Section 3, Compensation, is modified to increase the daily rate per client from $900 to $940 for fiscal year 19/20 and from $940 to $970 for fiscal year 20/21 as set forth in Attachment "B".

3. Add Attachment "C" – Requirements

COUNTY OF COLUSA

Date: 5/28/19

Kent S. Boes, Board Chair

RESTPADD, INC.

Date: 6-5-19

Signature

Staci D. Ross Administrator

Printed Name and Title

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

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

by Melissa Kitts, Deputy

Attachment: C19-086 Third Mod Restpadd (6357 : Approve Fifth Modification to Contract C16-197)

ATTACHMENT B

Shasta County
Health & Human Services Agency

March 28, 2019

California Department of Health Care Services
Mental Health and Substance Abuse Disorders
PO Box 997413
Sacramento, CA 95899-7413

Re: Negotiated Rates with RESTPADD, Inc. for Psychiatric Health Facility

To whom it may concern:

In compliance with Title 9, CCR §1810.375(c) and §1810.110, the Shasta County negotiated and contracted rate for the psychiatric health facility with RESTPADD, Inc. (NPI #1477899201), 2750 Eureka Way, Redding, CA 96001 is $940 per day for Fiscal Year (FY) 2019/20 and $970 per day for FY 2020/21.

Please feel free to contact Dean True, Adult Services Branch Director at (530) 225-5900 if you have any questions.

Sincerely,

Donnell Ewert, MPH
HHSA Director
2615 Breslauer Way
Redding, CA 96001
Phone: (530) 245-6269
dewert@co.shasta.ca.us

cc: RESTPADD, Inc.

Attachment: C19-086 Third Mod Restpadd (6357 : Approve Fifth Modification to Contract C16-197)

ATTACHMENT B

REQUIREMENTS

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Contract in any manner.

B. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds and which pertain to drugs and alcohol-related programs shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with this program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, or drugs or alcohol (HSC Section 11999-11999.3).

D. Debarment and Suspension

Contractor must comply with applicable federal disbarment and suspension regulations in addition to the requirements set forth in 42 CFR Part 1001.

E. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

F. Health Insurance Portability Act (HIPAA)

All work performed under this Contract is subject to HIPPA. Contractor shall perform the work in compliance with all applicable provision of HIPAA.

G. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54.

Attachment: C19-086 Third Mod Restpadd (6357 : Approve Fifth Modification to Contract C16-197)

H. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H).

I. Cultural and Linguistic Proficiency

To ensure equal access to quality of care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards.

J. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126 (e)).

K. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

2. Reduce barriers to patients' accepting TB treatment.

3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment by disseminating information through educational bulletins and technical assistance.

L. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104 (g)) as amended by section 1702 of Pub. L. 112-239.

M. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into the Contract by reference and made a part hereto as if set forth in full, Contractor will not unlawfully discriminate against any person.

N. Federal Law Requirements:

Attachment: C19-086 Third Mod Restpadd (6357 : Approve Fifth Modification to Contract C16-197)

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

3. Age Discrimination Ace of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101-6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973 as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and constitution contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patients Records (42 CFR Part 2, Subparts A-E).

O. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code commencing with Section 11135.

3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

Attachment: C19-086 Third Mod Restpadd (6357 : Approve Fifth Modification to Contract C16-197)

Fourth Modification of Contract C16-197
For Psychiatric Services

This Fourth Modification for hospital-based psychiatric inpatient services is between County of Colusa ("County"), a political subdivision of the State of California, and Restpadd Inc., a California corporation ("Contractor").

Background

On December 13, 2016, the parties executed contract C16-197 (Contract) to provide County with hospital-based psychiatric inpatient services.

On July 1, 2017, the parties executed the First Modification (C17-180) to increase the daily rate per client.

On May 29, 2018, the parties executed the Second Modification (C18-076) to extend the term of the contract and increase the daily rate per client.

On May 15, 2019, the parties executed the Third Modification (C19-086) to extend the term of the contract and increase the daily rate per client.

The parties now want to modify Section 3, Compensation.

Modification

The parties agree to modify the Contract effective March 1, 2020, as follows:

1. Section 3, Compensation, is modified to increase the compensation in an amount not to exceed $125,000 per fiscal year.

COUNTY OF COLUSA

Date: 4/7/20
Denise J. Carter, Board Chair

APPROVED AS TO FORM:

Marcos A. Kropf, County Counsel

RESTPADD, INC.

Date: 4-16-2020
Signature
Administrator - Staci D. Ross
Print Name & Title

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

by
Patricia Rodriguez, Deputy Clerk

Attachment: C20-054 4th Mod. Restpadd Redding (6357 : Approve Fifth Modification to Contract C16-197)

COUNTY OF COLUSA, CA **3.11**

Request For County Board of Supervisors Action

MEETING DATE:	**February 16, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Patricia Rodriguez**
SUBJECT:	**Appointment to the Princeton Cemetery District**

Reappoint Marie Clare to the Princeton Cemetery District effective January 10, 2021 through January 9, 2025. **(Application received: Marie Clare**)

Detailed Description/Background of request

Ms. Clare has served on the Princeton Cemetery District Since January 10, 2017 and her appointment expired on January 9, 2021.

Ms. Clare meets the requirements set by the Health and Safety Code 9022 requiring the Trustee to be a voter within the District. Additionally the vacancy was advertised in the newspaper of local circulation per California Government Code section 54973 (Maddy Act) on December 30, 2020.

Prior Board Action

Ms. Clare was last appointed January 10, 2017.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send letter and oath of office to Marie Clare P.O. Box 38 Princeton, CA 95970 and a copy to district office.

ATTACHMENTS:

- Application from Marie Clare (PDF)

COLUSA COUNTY BOARD OF SUPERVISORS
APPLICATION TO FILL A VACANCY

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

Office Use Only
Date Stamp

RECEIVED
COUNTY OF COLUSA
BOARD OF SUPERVISORS

APPLICANT INFORMATION

NAME OF COMMITTEE/COMMISSION/DISTRICT/OTHER:

NAME OF APPLICANT:	LIST YOUR PHYSICAL AND MAILING ADDRESS IF DIFFERENT:
Marie Clare	564 Main St. P.O Box 38

CITY:	PHONE:	E-MAIL:
Princeton Ca	530-635-1003	mclareguesting@yahoo.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: Application from Marie Clare (6368 : Appointment to the Princeton Cemetery District)

COUNTY OF COLUSA, CA **3.12**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Human Resources**

FROM: **Ann Nordyke**

SUBJECT: **Revisit Resolution Establishing Temporary Personnel Policies**

Revisit Resolution No. 20-008, an Interim Resolution Establishing Temporary Personnel Policies due to COVID-19.

Detailed Description/Background of request

On March 24, 2020 the Board adopted Resolution No. 20-008 Establishing Temporary Additional Personnel Policies for County Employees in response to issues related to the COVID-19 Pandemic. The temporary policies include the ability to telecommute in some instances, to borrow up to 80 hours of sick leave upon exhaustion of all leave, and modifies the requirement for physician's note for absences longer than 3 days. The paid administrative leave provision expired March 31st, and employees are now utilizing leave balances for absences.

On April 7, 2020 the Board made a minor change to the Resolution adding the following words in Section 4: "or are absent for any COVID-19 purpose"

On August 4, 2020 a change to the resolution was made pertaining to the hours of work limitation for extra-help employees. The 28-hour per week limitation for extra help employees was lifted for all County departments, if COVID-19 related, with the approval of the Human Resources Director in consultation with the County Administrative Officer.

On August 18, 2020 the Board reconsidered/extended the resolution and added language to the resolution pertaining to bereavement leave for Colusa County Employees' Association (CCEA) employees.

On December 15, 2020 the resolution was modified to allow Department Heads to waive employee vacation accrual caps if the employee is unable to take time off due to COVID-19 related workload.

On January 5, 2021 the resolution was modified to ensure provision of continued paid administrative leave in light of the expiration of the FFRCA and SPSL on December 31, 2020.

Prior Board Action

February 2, 2021 reconsidered/extended Resolution with no changes.

January 19, 2021 reconsidered/extended Resolution with no changes.
January 5, 2021 reconsidered/extended Resolution added language in Section 2 and 3.
December 15, 2020 reconsidered/extended Resolution and made a change allowing waiver of vacation accrual cap in certain instances.
November 24, 2020 reconsidered/extended Resolution with no changes
November 10, 2020 reconsidered/extended Resolution with no changes
October 27, 2020 reconsidered/extended Resolution with no changes
October 13, 2020 reconsidered/extended Resolution with no changes
September 29, 2020 reconsidered/extended Resolution
September 15, 2020 reconsidered/extended Resolution
September 1, 2020 reconsidered/extended Resolution
August 18, 2020 reconsidered/extended Resolution and added language pertaining to bereavement leave for employees.
August 4, 2020 reconsidered/extended the Resolution for 30 days and lifted the 28-hour per week limitation for extra help employees for all County departments, if COVID-19 related, with the approval of the Human Resources Director in consultation with the County Administrative Officer.
June 30, 2020 reconsidered/extended the Resolution 35 days
June 2, 2020 reconsidered/extended the Resolution
May 5, 2020 reconsidered/extended the Resolution
April 21, 2020 reconsidered/extended the Resolution
April 7, 2020 the Board approved minor change to the Resolution by adding "or are absent for any COVID-19 purpose" to Resolution No. 20-008
March 24, 2020 Resolution 20-008 was adopted

Fiscal Impact/Funding Source
Unknown at this time since COVID related expenses vary based on need.

Action for the Clerk
None

ATTACHMENTS:

- Resolution #20-008 (PDF)

RESOLUTION NO. 20-008

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS ESTABLISHING TEMPORARY ADDITIONAL PERSONNEL POLICIES

WHEREAS, the world is experiencing a pandemic related to the COVID-19 (Corona Virus);

WHEREAS, the Governor of the State of California has declared a statewide emergency related to COVID-19;

WHEREAS, the United States Center for Disease Control, the California Department of Public Health, and the Governor have issued guidelines to help prevent the spread of COVID-19 (Guidelines);

WHEREAS, school districts in the County have temporarily suspended school or are engaging in on-line instruction in an effort to prevent the spread of COVID-19;

WHEREAS, school closures may potentially impact certain County employees to the extent they have to care for children who would normally be in school;

WHEREAS, the Board of Supervisors finds that it is in the best interest of the citizens and employees of the County to take temporary measures to help prevent the spread of COVID-19 and mitigate the impact on potentially affected employees.

NOW, THEREFORE, BE IT RESOLVED that the following temporary personnel policies are implemented:

1. Appointing authorities, with the concurrence of the County Administrative Officer (CAO) and the Human Resources Director, may in their discretion allow select employees to temporarily work remotely, to the extent those employees can remotely perform the essential functions of their job, and the remote work is consistent with issued Guidelines to prevent the spread of COVID-19;

2. Employees who have come into verifiable contact with COVID-19 and have been ordered by the Public Health Officer to self-quarantine, are following state orders to self-quarantine, or those employees who are ill or exhibiting COVID-19 symptoms, shall self-quarantine for the length of time ordered by the Public Health Officer, their doctor, State orders, or in the absence of any such direction until they have been cleared to return to work based on the return to work protocols set forth by the Human Resources Department in accordance with the Department Head Guidance. Employees who do not qualify to work from home under this resolution shall be required to use sick leave or vacation leave during the applicable period;

3. In the event of a COVID-19 workplace exposure, asymptomatic employees who have been identified as a "close contact" may receive, subject to the approval of the Human Resources Director, up to 10 working days of Paid Administrative Leave during their quarantine

Attachment: Resolution #20-008 (6373 : Revisit Resolution 20-008)

period. "Close contact" as used in this document means: an individual who interacted with a person who tested positive for COVID-19, and was in close proximity of less than 6 feet for a cumulative total of 15 or more minutes over a 24-hour period during the infectious period (48 hours prior to the onset of symptoms or a positive COVID-19 test);

4. Employees who have expended all their leave balances and who are required to self-quarantine or are absent for any COVID-19 related purpose may request to take leave without pay in accordance with existing County policy. Alternatively, the Board authorizes, subject to the approval of the County Administrative Officer and Human Resources Director in each case, the advancement of up to eighty (80) hours of sick leave, which will be made up by a percentage reduction in sick leave accruals over a 3 year period following the last advancement. Employees requesting a sick leave advancement are required to acknowledge in writing that any such advancement not made up during the term of their employment would constitute a debt owed the County and they further authorize the deduction from their final paycheck any monies due and owing the County upon ceasing County employment. Advances made under this resolution will be coordinated between the Payroll unit and the Human Resources Department;

5. Employees who are required to self-quarantine or shelter in place under an order by the Public Health Officer or the California Department of Health, or who due to a school closure or other event attributable to COVID-19 are required to remain at home to care for their child, will not be required to expend any accrued leave balances or suffer a loss in pay attributable to leave, during the month of March 2020.

6. Under these temporary policies and directives, the Human Resources Director to the extent permitted by law, may require the employee obtain medical or other factual certification supporting any remote work requests, leave requests, or leave advancements. Appointing authorities with the concurrence of the Human Resources Director and based on the facts and circumstances of any absence, may waive any requirement to provide a doctor's statement upon return to work under Colusa County Code section 45.8.5.9;

7. The Board of Supervisors will reconsider this resolution during each regularly scheduled Board meeting following adoption and absent further Board action this resolution and these temporary provisions will expire within thirty (30) days from enactment; and

8. The Human Resources Director, working through the County's labor negotiator, shall establish contact with the five bargaining unit representatives to assure labor concurrence or receive suggested modifications of these temporary policies. All personnel policies, rules, code provisions, or regulations not directly affected by this resolution shall remain in full force.

9. The Human Resources Director, in consultation with the County Administrative Officer, may waive the 28-hour per week limitation for Covid-19 related extra help positions for any County department.

10. For CCEA employees eligible to take bereavement leave, the 30-day requirement to utilize the leave will be waived. Each occurrence will be considered on a case by case basis.

Attachment: Resolution #20-008 (6373 : Revisit Resolution 20-008)

11. With the approval of the Department Head, an employee's vacation accrual cap may be waived if the employee is assisting with efforts to prevent the spread of COVID-19 and is unable to take time off.

PASSED AND ADOPTED this 5th day of January, 2021 by the following vote:

AYES: Supervisors Kent S. Boes, Daurice K. Smith, Gary J. Evans, J. Merced Corona and Denise J. Carter.

NOES: None.

ABSENT: None.

Denise J. Carter, Board Chair

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

By _____
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: Resolution #20-008 (6373 : Revisit Resolution 20-008)

COUNTY OF COLUSA, CA **3.13**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Purchasing and Procurement**

FROM: **Wendy Tyler**

SUBJECT: **Approve Lease Rate Quotes with Enterprise Fleet Management for Behavioral Health Services Vehicles**

Approve Open-End (Equity) Lease Rate Quote numbers: 4895151, 4895153, 4895202, 4895266, 4895287 and 4895298 with Enterprise Fleet Management for 7 vehicles for the Behavioral Health Department, and authorize Purchasing Agent to sign

Detailed Description/Background of request

The Behavioral Health Department has a need to replace seven of its fleet of vehicles due to one, if not several, of the following reasons: advanced age, high mileage and poor mechanical condition.

The vehicles being replaced are:

YEAR	MAKE/MODEL	MILEAGE
2002	Dodge Grand Caravan	191,277
2007	Ford Fusion	164,498
1997	Ford Taurus	155,516
2005	Crown Victoria	149,283
2013	Dodge Grand Caravan	148,227
2001	Ford Expedition	143,100
2008	Crown Victoria	140,363

The vehicles to be leased through Enterprise Fleet Management are:

YEAR	MAKE/MODEL
2021	Nissan Rogue
2021	Dodge Charger w/ Cage
2021	Ford Expedition
2021	Chrysler Voyager w/ Cage
2021	Hyundai Elantra
2021	Chrysler Voyager

Behavioral Health is the third department to enter into the Enterprise Fleet Management

Program. Vehicles are circulated through a lease period averaging 3-5 years, depending on usage. Vehicles may be terminated at any time, with no penalty, or kept at the end of the lease if desired. The Enterprise Fleet Management contract is covered under the CMAS program. The monthly lease payments include all routine maintenance, excluding tires. There are local vendors under contract to perform all maintenance or other repair work should the need arise.

Prior Board Action

On May 5, 2020 you approved the Master Equity Lease Agreement, and approved quotes for 6 new vehicles for HHS and 4 vehicles for DPW.

Fiscal Impact/Funding Source

The annual fiscal impact is $45,418 per year to be paid from Behavioral Health Mental Health Services Act - Capital Facilities Fund (02943) and is budgeted in the current year budget.

Action for the Clerk

None.

ATTACHMENTS:

- Q4895151 Chrysler Voyager (PDF)
- Q4895153 Chrysler Voyager w - Cage (PDF)
- Q4895202 Dodge Charger (PDF)
- Q4895266 Ford Expedition (PDF)
- Q4895287 Nissan Rouge (PDF)
- Q4895298 Hyundai Elantra (PDF)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No [redacted]

Prepared For: County of Colusa
Gross, Angela

Date 01/22/2021
AE/AM BTS/MHH

Unit #
Year 2021 **Make** Chrysler **Model** Voyager
Series LX Passenger Van
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 570411

$ 29,044.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 481.07	*	Initial License Fee
$ 0.00		Registration Fee
$ 515.00		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)
$ 29,559.00		Total Capitalized Amount (Delivered Price)
$ 399.05		Depreciation Reserve @ 1.3500%
$ 88.68		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 487.73		**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
$ 32.97		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
$ 32.97		**Additional Services SubTotal**
$ 35.36		Sales Tax 7.2500% **State** CA
$ 556.06		**Total Monthly Rental Including Additional Services**
$ 5,616.00		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed qu
apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Bright White Clearcoat
Interior Color	Cognac/Alloy w/Cloth 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 C
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 r
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 tra
business of the Lessee.

LESSEE County of Colusa

BY **TITLE** **DATE**

* 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 R
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 c 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 direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: Q4895151 Chrysler Voyager (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 1
Pricing Plan Delivery Charge	C	$ 1
Courtesy Delivery Fee	C	$ 2
Total Other Charges Billed		$
Total Other Charges Capitalized		$ 5
Other Charges Total		$ 5

Attachment: Q4895151 Chrysler Voyager (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Open-End (Equity) Lease Rate Quote

Quote No [redacted]

VEHICLE INFORMATION:

2021 Chrysler Voyager LX Passenger Van - US

Series ID: RUCL53

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$29,793	$30,245.00
Total Options	$1,256.00	$1,395.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$32,544.00**	**$33,135.00**

SELECTED COLOR:

Exterior: PW7-Bright White Clearcoat

Interior: G2-Cognac/Alloy w/Cloth Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
27E	Quick Order Package 27E	NC	NC
APA	Monotone Paint Application	STD	STD
CER	Toffee Seats	NC	NC
CYC	2nd Row Stow 'N Go Buckets/3rd Row Stow 'N Go (Fleet)	$1,256.00	$1,395.00
DFH	Transmission: 9-Speed 948TE Automatic	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
G2_02	Cognac/Alloy w/Cloth Bucket Seats	NC	NC
H7	Cloth Bucket Seats	STD	STD
JB2	Instrument Panel Anodized Silver Bezel	NC	NC
NAS	50 State Emissions	NC	NC
PW7_01	Bright White Clearcoat	NC	NC
SDC	Touring Suspension	STD	STD
STDAX	3.25 Axle Ratio	STD	STD
TMK	Tires: 235/65R17 BSW AS	STD	STD
UAG	Radio: Uconnect 4 w/7" Display	STD	STD
WFN	Wheels: 17" x 7" Aluminum	STD	STD
XS2	Liquid Titanium Accents	NC	NC
Z1A	GVWR: 6,055 lbs	STD	STD

Attachment: Q4895151 Chrysler Voyager (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Driver Door: sliding rear passenger doors
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers
- Front License Plate Bracket: front license plate bracket
- Body Material: galvanized steel/aluminum body material
- Grille: black w/chrome surround grille

Convenience Features:

- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Rear Air Conditioning: rear air conditioning with separate controls
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
- Front Cupholder: front and rear cupholders
- Floor Console: partial floor console with box
- Overhead Console: mini overhead console with storage, conversation mirror
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

- radio SiriusXM AM/FM stereo with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off aero-composite halogen headlamps
- Front Wipers: variable intermittent wipers
- Rear Window wiper: fixed interval rear window wiper
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade

Attachment: Q4895151 Chrysler Voyager (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front and rear seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 3 fixed third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 7
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Attachment: Q4895151 Chrysler Voyager (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Rear Seat Type: rear manual reclining bucket seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Fold into Floor: fold into floor rear seat
Rear Seat Mounted Armrests: rear seat mounted armrest
3rd Row Seat Type: fixed third row manual 60-40 split-bench seat
3rd Row Electric Control: Stow 'n Go fold into floor third row seat
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: coloured instrument panel insert, door panel insert, console insert
Shift Knob Trim: metal-look shift knob
Floor Mats: carpet front and rear floor mats
Interior Accents: piano black/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Mats: carpet cargo mat
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage
Air Compressor: tire mobility kit

Standard Engine:

Engine 287-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD

Attachment: Q4895151 Chrysler Voyager (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No [redacted]

3.13.b

Prepared For: County of Colusa
Gross, Angela

Date 01/22/2021
AE/AM BTS/MHH

Unit #
Year 2021 **Make** Chrysler **Model** Voyager
Series LX Passenger Van
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 570411

$ 30,044.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 515.00		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)
$ 30,559.00		Total Capitalized Amount (Delivered Price)
$ 412.55		Depreciation Reserve @ 1.3500%
$ 91.52		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 504.07		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed qu
apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Bright White Clearcoat
Interior Color	Cognac/Alloy w/Cloth Bucket Seats
Lic. Plate Type	Exempt
GVWR	0

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

$ 32.97 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

$ 32.97		**Additional Services SubTotal**
$ 36.55		Sales Tax 7.2500% **State** CA
$ 573.59		**Total Monthly Rental Including Additional Services**
$ 5,806.00		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

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 C
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 r
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 tra
business of the Lessee.

LESSEE County of Colusa

BY **TITLE** **DATE**

* 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 R
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 c 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 direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: Q4895153 Chrysler Voyager w - Cage (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Partition	C	$ 1,0
Total Aftermarket Equipment Billed		$
Total Aftermarket Equipment Capitalized		$ 1,0
Aftermarket Equipment Total		$ 1,0

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 1
Pricing Plan Delivery Charge	C	$ 1
Courtesy Delivery Fee	C	$ 2
Total Other Charges Billed		$
Total Other Charges Capitalized		$ 5
Other Charges Total		$ 5

Attachment: Q4895153 Chrysler Voyager w - Cage (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Open-End (Equity) Lease Rate Quote

Quote No [redacted]

VEHICLE INFORMATION:

2021 Chrysler Voyager LX Passenger Van - US

Series ID: RUCL53

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$29,793	$30,245.00
Total Options	$1,256.00	$1,395.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$32,544.00**	**$33,135.00**

SELECTED COLOR:

Exterior: PW7-Bright White Clearcoat

Interior: G2-Cognac/Alloy w/Cloth Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
27E	Quick Order Package 27E	NC	NC
APA	Monotone Paint Application	STD	STD
CER	Toffee Seats	NC	NC
CYC	2nd Row Stow 'N Go Buckets/3rd Row Stow 'N Go (Fleet)	$1,256.00	$1,395.00
DFH	Transmission: 9-Speed 948TE Automatic	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
G2_02	Cognac/Alloy w/Cloth Bucket Seats	NC	NC
H7	Cloth Bucket Seats	STD	STD
JB2	Instrument Panel Anodized Silver Bezel	NC	NC
NAS	50 State Emissions	NC	NC
PW7_01	Bright White Clearcoat	NC	NC
SDC	Touring Suspension	STD	STD
STDAX	3.25 Axle Ratio	STD	STD
TMK	Tires: 235/65R17 BSW AS	STD	STD
UAG	Radio: Uconnect 4 w/7" Display	STD	STD
WFN	Wheels: 17" x 7" Aluminum	STD	STD
XS2	Liquid Titanium Accents	NC	NC
Z1A	GVWR: 6,055 lbs	STD	STD

Attachment: Q4895153 Chrysler Voyager w - Cage (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors 4
- Rear Driver Door: sliding rear passenger doors
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers
- Front License Plate Bracket: front license plate bracket
- Body Material: galvanized steel/aluminum body material
- Grille: black w/chrome surround grille

Convenience Features:
- Air Conditioning automatic dual-zone front air conditioning
- Air Filter: air filter
- Rear Air Conditioning: rear air conditioning with separate controls
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with driver and passenger 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
- Front Cupholder: front and rear cupholders
- Floor Console: partial floor console with box
- Overhead Console: mini overhead console with storage, conversation mirror
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Interior Concealed Storage: interior concealed storage
- IP Storage: bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:
- radio SiriusXM AM/FM stereo with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type delay-off aero-composite halogen headlamps
- Front Wipers: variable intermittent wipers
- Rear Window wiper: fixed interval rear window wiper
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows
- Dome Light: dome light with fade

Attachment: Q4895153 Chrysler Voyager w - Cage (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Front Reading Lights: front reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front and rear seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints with tilt
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 3 fixed third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 7
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats

Attachment: Q4895153 Chrysler Voyager w - Cage (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Seat Mounted Armrest: driver and passenger seat mounted armrests
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Rear Seat Type: rear manual reclining bucket seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Fold into Floor: fold into floor rear seat
Rear Seat Mounted Armrests: rear seat mounted armrest
3rd Row Seat Type: fixed third row manual 60-40 split-bench seat
3rd Row Electric Control: Stow 'n Go fold into floor third row seat
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: coloured instrument panel insert, door panel insert, console insert
Shift Knob Trim: metal-look shift knob
Floor Mats: carpet front and rear floor mats
Interior Accents: piano black/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Mats: carpet cargo mat
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage
Air Compressor: tire mobility kit

Standard Engine:

Engine 287-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 9-speed automatic w/ OD

Attachment: Q4895153 Chrysler Voyager w - Cage (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No [redacted]

3.13.c

Prepared For: County of Colusa
Gross, Angela

Date 01/22/2021
AE/AM BTS/MHH

Unit #
Year 2021 **Make** Dodge **Model** Charger
Series SXT 4dr Rear-wheel Drive Sedan
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 570411

$ 26,496.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 515.00		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)
$ 27,011.00		Total Capitalized Amount (Delivered Price)
$ 364.65		Depreciation Reserve @ 1.3500%
$ 83.44		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 448.09		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed qu
apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	White Knuckle Clearcoat
Interior Color	Black w/Cloth Sport Seat or Houndstooth Cloth
Lic. Plate Type	Exempt
GVWR	0

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

$ 31.97 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

$ 31.97		**Additional Services SubTotal**
$ 32.49		Sales Tax 7.2500% **State** CA
$ 512.55		**Total Monthly Rental Including Additional Services**
$ 5,132.00		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

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 C
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 r
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 tra
business of the Lessee.

LESSEE County of Colusa

BY **TITLE** **DATE**

* 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 R
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 c 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 direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: Q4895202 Dodge Charger (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Partition	C	$ 1,0
Total Aftermarket Equipment Billed		$
Total Aftermarket Equipment Capitalized		$ 1,0
Aftermarket Equipment Total		$ 1,0

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 1
Pricing Plan Delivery Charge	C	$ 1
Courtesy Delivery Fee	C	$ 2
Total Other Charges Billed		$
Total Other Charges Capitalized		$ 5
Other Charges Total		$ 5

Attachment: Q4895202 Dodge Charger (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Open-End (Equity) Lease Rate Quote

Quote No [redacted]

3.13.c

VEHICLE INFORMATION:

2021 Dodge Charger SXT 4dr Rear-wheel Drive Sedan - US

Series ID: LDDM48

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$29,501	$29,995.00
Total Options	$0.00	$0.00
Destination Charge	$1,495.00	$1,495.00
Total Price	**$30,996.00**	**$31,490.00**

SELECTED COLOR:

Exterior: PW7-White Knuckle Clearcoat

Interior: X9-Black w/Cloth Sport Seat or Houndstooth Cloth Sport Seat or Nappa Leather Sport Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2EG	Quick Order Package 2EG	NC	NC
APA	Monotone Paint Application	STD	STD
BF	Cloth Sport Seat	STD	STD
DFW	Transmission: 8-Speed Automatic (8HP50)	STD	STD
ERB	Engine: 3.6L V6 24V VVT	STD	STD
MDA	Front License Plate Bracket	NC	NC
NAS	50 State Emissions	NC	NC
PW7_02	White Knuckle Clearcoat	NC	NC
TVW	Tires: P215/65R17 Low Rolling Res	STD	STD
UAG	Radio: Uconnect 4 w/7" Display	STD	STD
WAE	Wheels: 17" x 7.0" Painted Cast Aluminum	STD	STD
WARANT	FCA 5 yr/100,000 Mile Powertrain Limited Warranty	NC	NC
X9_01	Black w/Cloth Sport Seat or Houndstooth Cloth Sport Seat or Nappa Leather Sport Seat	NC	NC

Attachment: Q4895202 Dodge Charger (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: trunk
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers
- Front License Plate Bracket: front license plate bracket
- Body Material: galvanized steel/aluminum body material
- Grille: black grille
- Exhaust Tip: chrome tip exhaust

Convenience Features:

- Air Conditioning manual dual-zone front air conditioning
- Air Filter: air filter
- Console Ducts: console ducts
- Cruise Control: cruise control with steering wheel controls
- Trunk/Hatch/Door Remote Release: power cargo access remote release
- Fuel Remote Release: power fuel remote release
- Power Windows: power windows with driver and passenger 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: Keyless Enter-N-Go proximity key
- Valet Key: valet function
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Remote Engine Start: remote engine start - keyfob
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: illuminated locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- IP Storage: bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

- radio SiriusXM AM/FM/Satellite with seek-scan
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off projector beam halogen headlamps
- Front Wipers: variable intermittent speed-sensitive wipers wipers with heating jets
- Rear Window Defroster: rear window defroster
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights

Attachment: Q4895202 Dodge Charger (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Door Curb/Courtesy Lights: 4 door curb/courtesy lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog display
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Fuel Flap Locking Type: locking fuel flap included with power door locks
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints

Attachment: Q4895202 Dodge Charger (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Rear Headrest Control: 3 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:
Seating Capacity max. seating capacity of 5
Front Bucket Seats: front sport bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: aluminum instrument panel insert, door panel insert, console insert
Shift Knob Trim: leather shift knob
LeatherSteeringWheel: leather/metal-look steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: carpet trunk lid/rear cargo door
Cargo Light: cargo light

Standard Engine:
Engine 292-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:
Transmission 8-speed automatic w/ OD and auto-manual

Attachment: Q4895202 Dodge Charger (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

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Open-End (Equity) Lease Rate Quote

Quote No

Prepared For: County of Colusa
Gross, Angela

Date 01/22/2021
AE/AM BTS/MHH

Unit #
Year 2021 **Make** Ford **Model** Expedition
Series XL 4dr 4x2
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 570411

$ 40,228.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 515.00		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)
$ 40,743.00		Total Capitalized Amount (Delivered Price)
$ 550.03		Depreciation Reserve @ 1.3500%
$ 126.34		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 676.37		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed qu
apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) Oxford White
Interior Color	(0 I) Ebony w/Cloth Front Captain's Chairs
Lic. Plate Type	Exempt
GVWR	0

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

$ 35.63 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

$ 35.63 **Additional Services SubTotal**

$ 49.04 Sales Tax 7.2500% **State** CA

$ 761.04 **Total Monthly Rental Including Additional Services**

$ 7,741.20 Reduced Book Value at 60 Months

$ 400.00 Service Charge Due at Lease Termination

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 C
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 r
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 tra
business of the Lessee.

LESSEE County of Colusa

BY **TITLE** **DATE**

* 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 R
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 c 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 direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: Q4895266 Ford Expedition (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 1
Pricing Plan Delivery Charge	C	$ 1
Courtesy Delivery Fee	C	$ 2
Total Other Charges Billed		$
Total Other Charges Capitalized		$ 5
Other Charges Total		$ 5

Attachment: Q4895266 Ford Expedition (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Open-End (Equity) Lease Rate Quote

Quote No [redacted]

VEHICLE INFORMATION:

2021 Ford Expedition XL 4dr 4x2 - US

Series ID: U1F

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$47,064	$49,025.00
Total Options	$869.00	$925.00
Destination Charge	$1,695.00	$1,695.00
Total Price	**$49,628.00**	**$51,645.00**

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: LH-(0 I) Ebony w/Cloth Front Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard Package	NC	NC
122WB	122" Wheelbase	STD	STD
153	Front License Plate Bracket	NC	NC
425	50 States Emissions System	STD	STD
44U	Transmission: 10-Speed Automatic w/SelectShift	Included	Included
66R	Reverse Sensing System	$103.00	$110.00
87P	3rd Row 60/40 PowerFold Seat	$766.00	$815.00
99T	Engine: 3.5L EcoBoost V6	Included	Included
L	Cloth Front Captain's Chairs	Included	Included
LH_01	(0 I) Ebony w/Cloth Front Captain's Chairs	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,200 lbs	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Capable	Included	Included
STDTR	Tires: P275/65R18 AS BSW	Included	Included
STDWL	Wheels: 18" Machined-Face Aluminum	Included	Included
SYNC	SYNC Communications & Entertainment System	Included	Included
X10	3.15 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

Attachment: Q4895266 Ford Expedition (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Running Boards: running boards
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers with grey rub strip
- Rear Step Bumper: rear step bumper
- Front License Plate Bracket: front license plate bracket
- Body Material: galvanized steel/aluminum body material
- Roof Rack: rails only
- : class III trailering with harness, hitch
- Body Side Cladding: black bodyside cladding
- Fender Flares: black fender flares
- Grille: black w/chrome surround grille

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Rear Air Conditioning: rear air conditioning with separate controls
- Cruise Control: cruise control with steering wheel controls
- Rear Window Remote Release: keyfob rear window remote release
- Power Windows: power windows with driver and passenger 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Remote Engine Start: remote engine start - smart device only
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
- Emergency SOS: SYNC 3 911 Assist emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Dashboard Storage: dashboard storage
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 4 12V DC power outlets
- Lighter Elements: front lighter element(s) location

Entertainment Features:

- radio AM/FM/Satellite-prep with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: FordPass Connect 4G internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off aero-composite halogen headlamps

Attachment: Q4895266 Ford Expedition (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
Front Fog Lights: front fog lights
Front Wipers: variable intermittent speed-sensitive wipers wipers
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Rear Window: flip-up rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltometer: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: underbody mounted spare tire w/crankdown
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks

Attachment: Q4895266 Ford Expedition (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Ignition Disable: SecuriLock immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 3 fixed third row head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 8
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 40-20-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
3rd Row Seat Type: fixed third row power 60-40 split-bench seat
3rd Row Electric Control: PowerFold fold into floor third row seat
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Shift Knob Trim: metal-look shift knob
LeatherSteeringWheel: leather steering wheel
Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Light: cargo light
Cargo Net: cargo net

Standard Engine:

Engine 375-hp, 3.5-liter V-6 (premium)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

Attachment: Q4895266 Ford Expedition (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No

Prepared For: County of Colusa
Gross, Angela

Date 01/22/2021
AE/AM BTS/MHH

Unit #
Year 2021 **Make** Nissan **Model** Rogue
Series S 4dr Front-wheel Drive
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 570411

$ 21,877.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 515.00		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)
$ 22,392.00		Total Capitalized Amount (Delivered Price)
$ 302.29		Depreciation Reserve @ 1.3500%
$ 68.32		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 370.61		**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

$ 33.17 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

$ 33.17		**Additional Services SubTotal**
$ 26.87		Sales Tax 7.2500% **State** CA
$ 430.65		**Total Monthly Rental Including Additional Services**
$ 4,254.60		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed qu
apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Glacier White
Interior Color	Charcoal w/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 C
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 r
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 tra
business of the Lessee.

LESSEE County of Colusa

BY **TITLE** **DATE**

* 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 R
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 c 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 direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: Q4895287 Nissan Rouge (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 1
Pricing Plan Delivery Charge	C	$ 1
Courtesy Delivery Fee	C	$ 2
Total Other Charges Billed		$
Total Other Charges Capitalized		$ 5
Other Charges Total		$ 5

Attachment: Q4895287 Nissan Rouge (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Open-End (Equity) Lease Rate Quote

Quote No [redacted]

VEHICLE INFORMATION:

2021 Nissan Rogue S 4dr Front-wheel Drive - US

Series ID: 22111

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$24,282	$25,650.00
Total Options	$0.00	$0.00
Destination Charge	$1,095.00	$1,095.00
Total Price	**$25,377.00**	**$26,745.00**

SELECTED COLOR:

Exterior: QAK-Glacier White

Interior: G-Charcoal w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
C03	50 State Emissions	NC	NC
G_04	Charcoal w/Cloth Seat Trim	NC	NC
PAINT	Monotone Paint Application	STD	STD
QAK_02	Glacier White	NC	NC
STDAX	5.604 Axle Ratio	STD	STD
STDEN	Engine: 2.5L DOHC 16-Valve I4	STD	STD
STDGV	GVWR: 4,486 lbs (2,035 kgs)	STD	STD
STDRD	Radio: AM/FM	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Cloth Seat Trim	STD	STD
STDTN	Transmission: Xtronic CVT Automatic	STD	STD
STDTR	Tires: 235/65R17 All Season	STD	STD
STDWL	Wheels: 17" Aluminum Alloy	STD	STD

Attachment: Q4895287 Nissan Rouge (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Spoiler: rear lip spoiler
- Door Handles: black
- Front And Rear Bumpers: body-coloured front and rear bumpers with chrome rub strip
- Rear Bumper Insert: chrome rear bumper insert
- Body Material: galvanized steel/aluminum/composite body material
- Body Side Cladding: black bodyside cladding
- Grille: black w/chrome surround grille

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Console Ducts: console ducts
- Cruise Control: cruise control with steering wheel controls
- Trunk/Hatch/Door Remote Release: power cargo access remote release
- Fuel Remote Release: power fuel remote release
- Power Windows: power windows with driver 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: Intelligent Key proximity key
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

- radio AM/FM/Satellite-prep with seek-scan
- Radio Data System: radio data system
- Voice Activated Radio: voice activated radio
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 4 speakers
- Internet Access: NissanConnect internet access
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off aero-composite LED low/high beam headlamps
- Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
- Front Wipers: variable intermittent speed-sensitive wipers wipers
- Rear Window wiper: fixed interval rear window wiper with heating wiper park
- Rear Window Defroster: rear window defroster
- Tinted Windows: deep-tinted windows

Attachment: Q4895287 Nissan Rouge (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Dome Light: dome light with fade
Front Reading Lights: front reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-dash clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Battery Warning: battery warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Rear Side Airbag: rear side-impact-impact airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5

Attachment: Q4895287 Nissan Rouge (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Shift Knob Trim: urethane shift knob
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 181-hp, 2.5-liter I-4 (regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD and auto-manual

Attachment: Q4895287 Nissan Rouge (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No

Prepared For: County of Colusa
Gross, Angela

Date 01/22/2021
AE/AM BTS/MHH

Unit #
Year 2021 **Make** Hyundai **Model** Elantra
Series SE 4dr Sedan
Vehicle Order Type Ordered **Term** 60 **State** CA **Customer#** 570411

$ 17,810.00		Capitalized Price of Vehicle[1]
$ 0.00	*	Sales Tax 0.0000% **State** CA
$ 0.00	*	Initial License Fee
$ 0.00	*	Registration Fee
$ 515.00		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)
$ 18,325.00		Total Capitalized Amount (Delivered Price)
$ 247.39		Depreciation Reserve @ 1.3500%
$ 53.28		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 300.67		**Total Monthly Rental Excluding Additional Services**

All language and acknowledgments contained in the signed qu
apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	Quartz White
Interior Color	Black w/Premium Cloth Seat Trim
Lic. Plate Type	Exempt
GVWR	0

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

$ 31.97 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

$ 31.97		**Additional Services SubTotal**
$ 21.80		Sales Tax 7.2500% **State** CA
$ 354.44		**Total Monthly Rental Including Additional Services**
$ 3,481.60		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

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 C
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 r
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 tra
business of the Lessee.

LESSEE County of Colusa

BY **TITLE** **DATE**

* 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 R
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 c 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 direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: Q4895298 Hyundai Elantra (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	$ 1
Pricing Plan Delivery Charge	C	$ 1
Courtesy Delivery Fee	C	$ 2
Total Other Charges Billed		$
Total Other Charges Capitalized		$ 5
Other Charges Total		$ 5

Attachment: Q4895298 Hyundai Elantra (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Open-End (Equity) Lease Rate Quote

Quote No [redacted]

VEHICLE INFORMATION:

2021 Hyundai Elantra SE 4dr Sedan - US

Series ID: 49402F45

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$19,075	$19,650.00
Total Options	$130.00	$155.00
Destination Charge	$1,005.00	$1,005.00
Total Price	**$20,210.00**	**$20,810.00**

SELECTED COLOR:

Exterior: WW8-Quartz White

Interior: NNB-Black w/Premium Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
01	Option Group 01	NC	NC
CF	Carpeted Floor Mats	$130.00	$155.00
NNB_01	Black w/Premium Cloth Seat Trim	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDEN	Engine: 2.0L DOHC 16V 4-Cylinder D-CVVT MPI	STD	STD
STDRD	Radio: AM/FM/HD Display Audio	STD	STD
STDST	Front Bucket Seats	STD	STD
STDTM	Premium Cloth Seat Trim	STD	STD
STDTN	Transmission: Intelligent Variable (IVT)	STD	STD
STDTR	Tires: 195/65R15	STD	STD
STDWL	Wheels: 15" x 6.0J Alloy	STD	STD
WARANT	Fleet Customer Limited Warranty	NC	NC
WW8_02	Quartz White	NC	NC

Attachment: Q4895298 Hyundai Elantra (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

CONFIGURED FEATURES:

Body Exterior Features:

- Number Of Doors 4
- Rear Cargo Door Type: trunk
- Driver And Passenger Mirror: power remote manual folding side-view door mirrors
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers
- Front Bumper Insert: chrome front bumper insert
- Rear Bumper Insert: chrome rear bumper insert
- Body Material: fully galvanized steel body material
- Grille: chrome grille

Convenience Features:

- Air Conditioning manual air conditioning
- Air Filter: air filter
- Cruise Control: cruise control with steering wheel controls
- Trunk/Hatch/Door Remote Release: mechanical cargo access remote release
- Fuel Remote Release: mechanical fuel remote release
- Power Windows: power windows with driver 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Auto Locking: auto-locking doors
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Steering Wheel: steering wheel with manual tilting, manual telescoping
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console with storage
- Glove Box: glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- IP Storage: covered bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:

- radio AM/FM/HD with seek-scan
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 4 speakers
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off projector beam halogen headlamps
- Auto-Dimming Headlights: High Beam Assist (HBA) auto high-beam headlights
- Front Wipers: variable intermittent wipers
- Rear Window Defroster: rear window defroster
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front reading lights
- Ignition Switch: ignition switch light
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog display
- Tachometer: tachometer
- Exterior Temp: outside-temperature display
- Low Tire Pressure Warning: low-tire-pressure warning

Attachment: Q4895298 Hyundai Elantra (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Front Pedestrian Braking: pedestrian detection
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Clock: in-dash clock
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Rear Child Safety Locks: rear child safety locks
Security System: security system
Panic Alarm: panic alarm
Electronic Stability: electronic stability
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Height Adjustment: manual height-adjustable driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear full bench seat
Rear Folding Position: rear seat fold-forward seatback
Leather Upholstery: premium cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob

Attachment: Q4895298 Hyundai Elantra (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

Floor Mats: carpet front and rear floor mats
Interior Accents: metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: carpet trunk lid/rear cargo door
Cargo Light: cargo light

Standard Engine:

Engine 147-hp, 2.0-liter I-4 (regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD

Attachment: Q4895298 Hyundai Elantra (6377 : Approve Lease Rate Quotes with Enterprise BHS Vehicles)

COUNTY OF COLUSA, CA **3.14**

Request For County Board of Supervisors Action

MEETING DATE:	**February 16, 2021**
DEPARTMENT:	**Purchasing and Procurement**
FROM:	**Ann Nordyke**
SUBJECT:	**Adopt a Resolution declaring 7 Behavioral Health vehicles as surplus**

Adopt a Resolution declaring seven vehicles from the Behavioral Health Department as surplus county property and authorize the Purchasing Agent to dispose of same.

Detailed Description/Background of request

The Behavioral Health Department has vehicles that are no longer serviceable and would like to dispose of them.

Purchasing and Procurement requests the Board approve the attached resolution declaring the property surplus and authorize the Purchasing Agent to dispose of the vehicles using the Consignment Auction Agreement (C20-077) with Enterprise Fleet Management to dispose of the vehicles.

Prior Board Action

None.

Fiscal Impact/Funding Source

No fiscal impact. Possible revenue generated at auction which will be credited to the Behavioral Health Department revenue.

Action for the Clerk

Obtain signatures on Resolution, email copy to Purchasing & Procurement.

ATTACHMENTS:

- 02-16-2021 BOS meeting - Surplus Property-Behavioral Health (DOCX)

RESOLUTION NO. _____

RESOLUTION OF THE COLUSA COUNTY BOARD OF SUPERVISORS DECLARING CERTAIN FIXED ASSETS AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL

WHEREAS, the Colusa County Behavioral Health Department has surplus property that is no longer needed by the Department;

WHEREAS, the Colusa County Behavioral Health Department desires to dispose of the property no longer needed;

WHEREAS, the Colusa County Purchasing and Procurement Division will use contract C20-077 with Enterprise Fleet Management for auction services as the method of disposal of surplus property; and

WHEREAS, the Department listing of surplus property is attached hereto and incorporated by reference as "Exhibit A".

NOW, THEREFORE BE IT RESOLVED that certain fixed assets outlined in "Exhibit A" are declared surplus and the Colusa County Purchasing and Procurement Division is authorized to dispose of those items listed on "Exhibit A" utilizing the auction services contract with Enterprise Fleet Management, Contract No. C20-077.

PASSED AND ADOPTED this 16th day of February by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Chair

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

By _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: 02-16-2021 BOS meeting - Surplus Property-Behavioral Health [Revision 2] (6381 : Adopt Resolution Declaring Vehicles Surplus

EXHIBIT A

YEAR/MAKE/MODEL	LICENSE No.	VIN NO.	FIXED ASSET NO.
2002 Dodge Grand Caravan	1089383	2B4GP443X2R759749	0900730
2007 Ford Fusion	1219607	3FAHP06Z57R153574	0901121
1997 Ford Taurus	1219633	1FALP52U0VG185127	0900903
2005 Crown Victoria	1150338	2FAFP71W85X140507	0901151
2013 Dodge Caravan	1401098	2C4RDGBG3DR610033	0901095
2001 Ford Expedition	1083948	1FMU16L11LA76991	0900452
2008 Crown Victoria	1299864	2FAHP71V98X129312	0900978

Attachment: 02-16-2021 BOS meeting - Surplus Property-Behavioral Health [Revision 2] (6381 : Adopt Resolution Declaring Vehicles Surplus

COUNTY OF COLUSA, CA **4.1**

Request For County Board of Supervisors Action

MEETING DATE:	**February 16, 2021**
DEPARTMENT:	**Human Resources**
FROM:	**David Prentice**
SUBJECT:	**Authorize Step 6 Appointment for DA Investigator Nathan Hutson**

Approve a Step 6 appointment for Nathan Hutson, District Attorney Investigator, PFT, DSS Range 27, Step 6, $6,607 per month, conditioned upon successful background check completion and effective his date of hire. **(4/5th vote required)**

Detailed Description/Background of request

The District Attorney's Office is requesting a new hire appointment at Step 6 for Nathan Hutson in the position of District Attorney Investigator.

Mr. Hutson has 14 years of full-time peace officer experience and a strong background in law enforcement field operations, tactics, and investigations. He has handled a myriad of cases including: fraud, homicides, property crimes, driving under the influence offenses, narcotics violations and sexual assaults. He is a drug recognition expert ("DRA"), field training officer ("FTO") and range master. Mr. Hutson has over three years detective experience, has written over 125 search warrants, and has completed extensive course work in crime scene investigation and reconstruction.

Additionally, Mr. Hutson has Bachelor's and Master's Degrees in Criminal Justice and Peace Officer Standards and Training ("POST") Basic, Intermediate and Advance certificates. Further, Mr. Hutson has Institute of Criminal Investigation training that includes homicide, gang, sexual assault crimes and officer involved shootings ("OIS"). Mr. Hutson has been a SWAT team member and holds certificates as an Active Shooter Response Instructor and Defensive Tactics Instructor. He has been awarded a Citrus Heights Police Department Distinguished Service Medal for an OIS event and an Exceptional Service Ribbon for multiple SWAT operations.

Mr. Hutson is a military veteran. He has received military awards, including an award for leadership during combat.

Mr. Hutson's knowledge, experience and education warrant this advanced step and Human Resources supports the request.

Prior Board Action

None.

Fiscal Impact/Funding Source

Salary at step 6 is $6,607 per month. Both of the DA Investigators who vacated the positions were at Step 8 $6,943. Hiring Mr. Hutson at Step 6 will result in cost savings to the County.

Action for the Clerk

None.

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Human Resources**

FROM: **David Prentice**

SUBJECT: **Medical and Family Leave Policy**

Adopt amended Policy No. 308 - Medical and Family Leave Policy, effective January 1, 2021.

Detailed Description/Background of request

Effective January 1, 2021 SB1383 expanded The California Family Rights Act ("CFRA") leave law by expanding the list of qualifying family members with a serious health condition (to include grandparents, grandchildren, and siblings) for which an employee can take leave, adds qualifying exigency leave, and eliminates the previous 12 week leave restriction for parents of the same employer for bonding with a newborn child, adopted child, or foster care placement.

The employee organizations have been advised of the proposed policy amendment.

Recommendation: Staff recommends the Board approve the attached revised Medical and Family Leave Policy to comply with the recent legislative changes.

Prior Board Action

Policy 308 was first adopted June 25, 1996 as the Family Care Leave Policy and was approved to be replaced with the revised Medical and Family Leave policy on June 30, 2015 with an effective date of June 30, 2015.

Fiscal Impact/Funding Source

None

Action for the Clerk

None

ATTACHMENTS:

- Policy 308 -Medical Family Leave Policy Final (DOCX)
- Policy 308 -Medical Family Leave Policy Red-Line 2.8.21 (DOCX)

1.0 Purpose

1.1 The purpose of this Medical and Family Leave Policy is to describe leaves potentially available to County employees under the Family Medical Leave Act, the California Family Rights Act, and California's Pregnancy Disability Leave Law. Additionally, this policy describes eligibility requirements, the administrative procedures for requesting leave, and the County's management of employee medical and family related leave.

1.2 This policy shall be administered in accordance with state and federal laws by the Human Resources Director ("Leave Administrator"), who may issue further procedural guidelines to accomplish its purpose.

1.3 This policy may be modified by the Board of Supervisors and shall replace any previous version of the policy.

2.0 Definitions

2.1 **Medical and Family Leave** means leave under the Family Medical Leave Act of 1993 and the California Family Rights Act of 1993, except as otherwise noted and not including Pregnancy Disability Leave.

2.2 **Rolling 12-Month Period** means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

2.3 **Accrued Paid Leave** means an employee's accrued vacation, compensatory (comp) time, and sick leave.

2.4 **CFRA** means the California Family Rights Act of 1993 as amended; California Government Code section 12945.2.

2.5 **County** means the County of Colusa.

2.6 **Covered Active Duty** means:

2.6.1 In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2.6.2 In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty.

Attachment: Policy 308 -Medical Family Leave Policy Final (6356 : Medical and Family Leave Policy)

2.7 **Covered Servicemember** means:

2.7.1 A member of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a Serious Health Condition (as defined in Section 2.14.1); or

2.7.2 A veteran who is undergoing medical treatment, recuperation, or therapy, for a Serious Health Condition (as defined in Section 2.14.2) and who was a member of the Armed Forces at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

2.8 **FMLA** means the Family Medical Leave Act of 1993; United States Code section 2612.

2.9 **Health Care Provider** means a doctor of medicine or osteopathy who is licensed to practice medicine or surgery by the State in which the doctor practices, or any other person determined by the United States Secretary of Labor to be capable of providing health care services under the FMLA.

2.10 **Key Employee** means a salaried employee who is among the highest paid ten (10) percent of the employer's employees.

2.11 **Next of Kin** means an individual's nearest blood relative.

2.12 **Pregnancy Disability Leave (PDL)** means leave provided to an employee who is disabled by pregnancy, childbirth, or a related medical condition.

2.13 **Qualifying Exigency** means an event as defined and declared by the United States Secretary of Labor, and applies only to members of the Armed Forces.

2.14 **Serious Health Condition** means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, residential medical care facility, or continuing treatment from a health care provider, or an illness, injury, impairment, or physical or mental condition that prohibits the employee from returning to work as ordered by a health care provider.

2.14.1 In the case of a member of the Armed Forces, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

Attachment: Policy 308 -Medical Family Leave Policy Final (6356 : Medical and Family Leave Policy)

2.14.2 In the case of a veteran who was a member of the Armed Forces, and a covered servicemember, an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

2.14.3 **Inpatient Care** means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a heath care facility formally admits him or her to the facility with the expectation that he or she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

2.15 **Spouse** means the employee's husband, wife, or registered domestic partner.

2.16 **Veteran** means a person who served in the active military and who was discharged or released therefrom under conditions other than dishonorable.

3.0 Eligibility for Leave

3.1 An employee is eligible for Medical and Family Leave if they were employed by the County for at least twelve (12) months immediately preceding the commencement of leave, and actually worked at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period. Under the CFRA an employee is eligible for leave based on the same criteria.

3.2 An employee is eligible for PDL upon employment with the County.

4.0 Reasons for Leave

4.1 Eligible Employees may be permitted to take Medical and Family Leave for the following reasons:

4.1.1 Following the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee;

(a) When both parents, who are entitled to leave in connection with the birth, adoption, or foster care of a child under this policy, are both employed with the County, the employees are not cumulatively entitled to more than a combined 12 weeks of FMLA leave; however both employees are entitled to 12 weeks of CFRA leave for a combined 24 weeks of CFRA leave.

Attachment: Policy 308 -Medical Family Leave Policy Final (6356 : Medical and Family Leave Policy)

4.1.2 To care for a parent, spouse, or child (including an adult child under CFRA) of the employee who has a serious health condition; or in the case of the CFRA, in addition to the foregoing, a grandparent, grandchild and siblings. Potentially, a parent-in-law is a qualifying relationship. Eligible spouses who work for the same employer are limited to a combined total of 12 workweeks of FMLA leave in a 12-month period to care for a parent with a serious health condition.

4.1.3 For an employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's position;

4.1.4 Because of any qualifying exigency as defined in Section 2.13 out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty or call to active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces;

4.1.5 To care for a spouse, son, daughter, parent, or next of kin who is a covered service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty, or which existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.

4.2 Eligible employees may be permitted to take PDL if they are disabled by pregnancy, childbirth, or a related medical condition.

5.0 Amount of Leave

5.1 Medical and Family Leave. Eligible employees are entitled to a maximum twelve (12) workweeks of FMLA and CFRA leave during a twelve (12) month period.

5.1.1 In the case where an employee is caring for a family member, or next of kin service member, who suffers from a serious health condition while on active duty, the employee may take up to a maximum twenty-six (26) weeks of leave during that period.

5.1.2 Leave under the FMLA and CFRA, may run concurrently.

5.2 Pregnancy Disability Leave. An employee is entitled to a maximum of four (4) months of PDL leave per pregnancy. PDL is separate and distinct from Medical and Family Leave.

5.3 Intermittent Leave. Medical and Family Leave and PDL may be taken on an intermittent basis as authorized by the Leave Administrator, and when permitted under this policy.

Attachment: Policy 308 -Medical Family Leave Policy Final (6356 : Medical and Family Leave Policy)

5.3.1 Leave taken on an intermittent basis shall be taken in increments of at least one quarter (1/4, .25) of an hour.

5.3.2 Employees requesting intermittent leave must attempt to schedule their leave so as not to disrupt the County's operations. Intermittent leave is subject to the notification and certification requirements of this policy.

6.0 Notification and Procedure

6.1 Employees shall notify the Leave Administrator and their supervisor of their request to take leave under this policy, at least thirty (30) days prior to the commencement of the leave, or as soon as possible if circumstances do not permit notification within the required thirty (30) day period. If an employee knows that they will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform the Leave Administrator and his/her supervisor as soon as possible that such leave will be needed.

6.1.1 Requests for leave pursuant to this policy shall be made in writing to the Leave Administrator on a *Leave Request Notification* form. The completed form shall be submitted to the Leave Administrator with all required accompanying documentation.

(a) Upon receipt of the *Leave Request Notification* form, the Leave Administrator shall notify and consult with the employee's department head to coordinate the leave and confirm that the employee notified the employee's supervisor of the leave request.

(b) An employee's failure to use the *Leave Request Notification* form is not sufficient grounds for denial of the leave.

6.1.2 The employee shall be notified, in writing, no later than five (5) business days after receiving the employee's request, by the Leave Administrator of the approval or denial of the leave, the reason(s) for the denial, or any conditions of the approval.

6.1.3 The employee's department head shall be notified of the Leave Administrator's decision, and the notification shall include the date the leave is to begin, and the date the leave is to be terminated.

7.0 Use of Accrued Paid Leave.

7.1 Except as provided for below, employees must exhaust their applicable Accrued Paid Leave balances concurrently with their use of Medical and Family Leave, or PDL. Use of their accrued leave balances will be concurrent with, and not in lieu of, Medical and Family Leave and PDL entitlements.

Attachment: Policy 308 -Medical Family Leave Policy Final (6356 : Medical and Family Leave Policy)

7.1.1 An employee, at their option, may choose not to use accrued vacation leave concurrently with PDL.

7.1.2 An employee may not use sick leave in conjunction with CFRA leave for the birth of an employee's child, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

8.0 Certification

8.1 Employees who request leave for their own serious health condition, or to care for a child, parent, or spouse who has a serious health condition, must provide written certification from the individual's health care provider.

8.1.1 If the leave is requested to care for a child, parent, or spouse who has a serious health condition the certification must include:

(a) The date on which the serious health condition commenced;

(b) The probable duration of the condition;

(c) An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and

(d) A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

8.1.2 Upon expiration of the time estimated by the health care provider in section 8.1.1(c) above, the employee must obtain a new certification for any further leave to the extent eligible.

8.2 If the leave is requested because of the employee's own serious health condition, the certification must include:

(a) The date on which the serious health condition commenced;

(b) The probable duration of the condition; and

(c) A statement that, due to the serious health condition, the employee is unable to perform all the essential functions of their position.

8.2.1 If the employee is a Covered Servicemember, the written certification required by this section shall be done on the Department of Labor's (DOL)

Attachment: Policy 308 -Medical Family Leave Policy Final (6356 : Medical and Family Leave Policy)

forms WH-385 or WH385-V. These forms can be obtained from the Colusa County Human Resources Office, local offices of the Wage and Hour Division of the Department of Labor, or the Internet at www.dol.gov.whd.

8.3 The Leave Administrator, in his/her sole discretion, may periodically require recertification from the employee in accordance with this policy.

8.4 The Leave Administrator may require a medical opinion of a second health care provider chosen and paid for by County. If the second opinion is different from the first, the Leave Administrator may require the opinion of a third provider jointly approved by County and the employee, but paid for by County. The opinion of the third provider will be binding. An employee may request a copy of the health care providers' opinions when there is a second or third medical opinion sought.

8.4.1 When the leave is to care for a Covered Servicemember, second and third opinions shall not be required if the first certification was completed by:

(a) A United States Department of Defense (DOD) heath care provider;

(b) A United States Department of Veterans Affairs (VA) health care provider;

(c) A DOD TRICARE network authorized private health care provider; or

(d) A DOD non-network TRICARE authorized private health care provider.

8.4.2 However, second and third opinions may be required when the first certification was completed by a health care provider that is not one of the types identified in Section 8.4.1(a)-(d) of this Policy.

8.5 If the leave is requested to care for a covered service member who is a child, spouse, parent, or next of kin of the employee, the employee must provide written certification from the covered service member's health care provider regarding the service member's serious health condition.

8.5.1 The written certification required by this section shall be done on DOL forms WH-385 or WH385-V. These forms can be obtained from the Colusa County Human Resources Department, local offices of the Wage and Hour Division of the Department of Labor, or the Internet at www.dol.gov.whd.

8.5.2 In lieu of the DOL forms WH-385 or WH385-V, the employee may submit invitational travel orders or invitational travel authorizations issued

Attachment: Policy 308 -Medical Family Leave Policy Final (6356 : Medical and Family Leave Policy)

to the employee to join a Covered Servicemember at their bedside.

8.6 Qualifying Exigency: The first time an employee requests leave because of a qualifying exigency, the employee shall provide a copy of the military member's active duty orders, or other documentation issued by the military, which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service. A copy of new active duty orders or similar documentation shall be provided to the Leave Administrator if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member.

8.7 If the leave is requested in cases of adoption or foster care placement, the employee must provide written verification, such as an adoptive home study, an adoption placement agreement, or a juvenile court order.

9.0 Benefits While on Leave

9.1 Leave under this policy is unpaid unless the employee is using his or her accrued paid leave concurrently with leave under this policy. While on unpaid leave, an employee will not accrue sick, vacation, or any other leave balances and will not be entitled to holiday or other similar compensation.

9.2 While on leave provided pursuant to this Policy, and if the employee was enrolled in the County's group health insurance at the time the leave commences, the employee will continue to be covered by County's group health insurance for the duration of the leave. The employee is required however, to continue paying the employee's share of premium payments, if, any. Additionally, the County may be entitled to reimbursement of its share of premium payments, from the employee, should the employee fail to return from leave.

9.3 Any obligation the County may have to maintain health insurance coverage ceases if an employee's premium share is more than thirty (30) days late.

10.0 Return from Leave

10.1 Upon expiration of leave, the employee shall be returned to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

10.2 As a condition of return to employment for an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform the essential functions of their job, the employee must obtain, and present to the Leave Administrator, a fitness-for-duty certification from the health care provider stating the employee is able to perform the essential functions of their

Attachment: Policy 308 -Medical Family Leave Policy Final (6356 : Medical and Family Leave Policy)

job, without restriction.

10.2.1 If the employee provides the County with certification that accommodations are required as a condition of the employee's return to work, the County will engage in a process with the employee to determine if the employee can be reasonably accommodated.

10.2.2 If, at the end of the leave provided for pursuant to this Policy, the employee is unable to return to work with or without restrictions, the employee will be given an opportunity to engage the Leave Administrator regarding the employee's options, if any.

11.0 Key Employees. The County may deny a Key Employee's Medical and Family Leave if:

11.1 The employee is a Key Employee as defined by this Policy;

11.2 The denial is necessary to prevent substantial and grievous economic injury to the operations of the County; and

11.3 The County notifies the Key Employee of the intent to deny the Key Employee's request for leave at the time the County determines the denial is necessary under subsection 11.2.

11.4 In the case the leave pursuant to this Policy already commenced, the County shall give the Key Employee a reasonable opportunity to return to work following the notice prescribed in subsection 11.3.

11.5 The County may not deny leave under the CFRA based on Key employee status.

12.0 Extension of Probationary Period. An eligible probationary employee who requests and receives leave under this Policy shall have their probationary period extended for the full period of the leave taken.

Attachment: Policy 308 -Medical Family Leave Policy Final (6356 : Medical and Family Leave Policy)

MEDICAL AND FAMILY LEAVE POLICY

1.0 Purpose

1.1 The purpose of this Medical and Family Leave Policy is to describe leaves potentially available to County employees under the Family Medical Leave Act, the California Family Rights Act, and California's Pregnancy Disability Leave Law. Additionally, this policy describes eligibility requirements, the administrative procedures for requesting leave, and the County's management of employee medical and family related leave.

1.2 This policy shall be administered in accordance with state and federal laws by the Human Resources Director ("Leave Administrator"), who may issue further procedural guidelines to accomplish its purpose.

1.3 This policy may be modified by the Board of Supervisors and shall replace any previous version of the policy.

2.0 Definitions

2.1 **Medical and Family Leave** means leave under the Family Medical Leave Act of 1993 and the California Family Rights Act of 1993, except as otherwise noted and not including Pregnancy Disability Leave.

2.2 **Rolling 12-Month Period** means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken.

2.3 **Accrued Paid Leave** means an employee's accrued vacation, compensatory (comp) time, and sick leave.

2.4 **CFRA** means the California Family Rights Act of 1993 as amended; California Government Code section 12945.2.

2.5 **County** means the County of Colusa.

2.6 **Covered Active Duty** means:

2.6.1 In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

2.6.2 In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty.

2.7 **Covered Servicemember** means:

Attachment: Policy 308 -Medical Family Leave Policy Red-Line 2.8.21 (6356 : Medical and Family Leave Policy)

2.7.1 A member of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a Serious Health Condition (as defined in Section 2.14.1); or

2.7.2 A veteran who is undergoing medical treatment, recuperation, or therapy, for a Serious Health Condition (as defined in Section 2.14.2) and who was a member of the Armed Forces at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

2.8 **FMLA** means the Family Medical Leave Act of 1993; United States Code section 2612.

2.9 **Health Care Provider** means a doctor of medicine or osteopathy who is licensed to practice medicine or surgery by the State in which the doctor practices, or any other person determined by the United States Secretary of Labor to be capable of providing health care services under the FMLA.

2.10 **Key Employee** means a salaried employee who is among the highest paid ten (10) percent of the employer's employees.

2.11 **Next of Kin** means an individual's nearest blood relative.

2.12 **Pregnancy Disability Leave (PDL)** means leave provided to an employee ~~a female employee~~ who is disabled by pregnancy, childbirth, or a related medical condition.

2.13 **Qualifying Exigency** means an event as defined and declared by the United States Secretary of Labor, and applies only to members of the Armed Forces.

2.14 **Serious Health Condition** means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, residential medical care facility, or continuing treatment from a health care provider, or an illness, injury, impairment, or physical or mental condition that prohibits the employee from returning to work as ordered by a health care provider.

2.14.1 In the case of a member of the Armed Forces, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

2.14.2 In the case of a veteran who was a member of the Armed Forces, and a covered servicemember, an injury or illness that was incurred by the

Attachment: Policy 308 -Medical Family Leave Policy Red-Line 2.8.21 (6356 : Medical and Family Leave Policy)

member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

2.14.3 **Inpatient Care** means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a heath care facility formally admits him or her to the facility with the expectation that he or she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

2.15 **Spouse** means the employee's husband, wife, or registered domestic partner.

2.16 **Veteran** means a person who served in the active military and who was discharged or released therefrom under conditions other than dishonorable.

3.0 Eligibility for Leave

3.1 An employee is eligible for Medical and Family Leave if they were employed by the County for at least twelve (12) months immediately preceding the commencement of leave, and actually worked at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period. Under the CFRA an employee is eligible for leave based on the same criteria. ~~The FMLA and CFRA do may not necessarily run concurrently.~~

Commented [MAK1]: This section if for eligibility. Th is covered under section 5.0 for Amount of Leave.

3.2 An employee ~~female employee~~ is eligible for PDL upon employment with the County.

4.0 Reasons for Leave

4.1 Eligible Employees may be permitted to take Medical and Family Leave for the following reasons:

4.1.1 Following the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee;

(a) When both parents, who are entitled to leave in connection with the birth, adoption, or foster care of a child under this policy, are both employed with the County, the employees are not cumulatively entitled to more than a combined 12 weeks of FMLA leave~~leave than provided for in Section 5.1 of this Policy.~~; however both employees are entitled to 12 weeks of CFRA leave for a combined 24 weeks of CFRA leave.

Attachment: Policy 308 -Medical Family Leave Policy Red-Line 2.8.21 (6356 : Medical and Family Leave Policy)

4.1.2 To care for a parent, spouse, or child (including an adult child under CFRA) of the employee who has a serious health condition; or in the case of the CFRA, in addition to the foregoing, a grandparent, grandchild and siblings. Potentially, a parent-in-law is a qualifying relationship. Eligible spouses who work for the same employer are limited to a combined total of 12 workweeks of FMLA leave in a 12-month period to care for a parent with a serious health condition.

4.1.3 For an employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's position;

4.1.4 Because of any qualifying exigency as defined in Section 2.13 out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty or call to active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces;

4.1.5 To care for a spouse, son, daughter, parent, or next of kin who is a covered service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty, or which existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces.

4.2 Eligible ~~female~~ employees may be permitted to take PDL if they are disabled by pregnancy, childbirth, or a related medical condition.

5.0 Amount of Leave

5.1 Medical and Family Leave. Eligible employees are entitled to a maximum twelve (12) workweeks of FMLA and CFRA leave~~Medical and Family and Medical Leave~~ during a twelve (12) month period~~ and (12) workweeks under the California Family LeaveRights Act~~.

5.1.1 In the case where an employee is caring for a family member, or next of kin service member, who suffers from a serious health condition while on active duty, the employee may take up to a maximum twenty-six (26) weeks of leave during that period.

5.1.2 Leave under the FMLA and CFRA, ~~do not~~may run concurrently.

5.2 Pregnancy Disability Leave. An employee is entitled to a maximum of four (4) months of PDL leave per pregnancy. PDL is separate and distinct from Medical and Family Leave.

5.3 Intermittent Leave. Medical and Family Leave and PDL may be taken on an

Attachment: Policy 308 -Medical Family Leave Policy Red-Line 2.8.21 (6356 : Medical and Family Leave Policy)

intermittent basis as authorized by the Leave Administrator, and when permitted under this policy.

5.3.1 Leave taken on an intermittent basis shall be taken in increments of at least one quarter (1/4, .25) of an hour.

5.3.2 Employees requesting intermittent leave must attempt to schedule their leave so as not to disrupt the County's operations. Intermittent leave is subject to the notification and certification requirements of this policy.

6.0 Notification and Procedure

6.1 Employees shall notify the Leave Administrator and their supervisor of their request to take leave under this policy, at least thirty (30) days prior to the commencement of the leave, or as soon as possible if circumstances do not permit notification within the required thirty (30) day period. If an employee knows that they will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform the Leave Administrator and his/her supervisor as soon as possible that such leave will be needed.

6.1.1 Requests for leave pursuant to this policy shall be made in writing to the Leave Administrator on a *Leave Request Notification* form. The completed form shall be submitted to the Leave Administrator with all required accompanying documentation.

(a) Upon receipt of the *Leave Request Notification* form, the Leave Administrator shall notify and consult with the employee's department head to coordinate the leave and confirm that the employee notified the employee's supervisor of the leave request.

(b) An employee's failure to use the *Leave Request Notification* form is not sufficient grounds for denial of the leave.

6.1.2 The employee shall be notified, in writing, no later than five (5) business days after receiving the employee's request, by the Leave Administrator of the approval or denial of the leave, the reason(s) for the denial, or any conditions of the approval.

6.1.3 The employee's department head shall be notified of the Leave Administrator's decision, and the notification shall include the date the leave is to begin, and the date the leave is to be terminated.

7.0 Use of Accrued Paid Leave.

7.1 Except as provided for below, employees must exhaust their applicable Accrued

Attachment: Policy 308 -Medical Family Leave Policy Red-Line 2.8.21 (6356 : Medical and Family Leave Policy)

Paid Leave balances concurrently with their use of Medical and Family Leave, or PDL. Use of their accrued leave balances will be concurrent with, and not in lieu of, Medical and Family Leave and PDL entitlements.

7.1.1 An employee, at their~~her~~ option, may choose not to use accrued vacation leave concurrently with PDL.

7.1.2 An employee may not use sick leave in conjunction with CFRA leave for the birth of an employee's child, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

8.0 Certification

8.1 Employees who request leave for their own serious health condition, or to care for a child, parent, or spouse who has a serious health condition, must provide written certification from the individual's health care provider.

8.1.1 If the leave is requested to care for a child, parent, or spouse who has a serious health condition the certification must include:

(a) The date on which the serious health condition commenced;

(b) The probable duration of the condition;

(c) An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care; and

(d) A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

8.1.2 Upon expiration of the time estimated by the health care provider in section 8.1.1(c) above, the employee must obtain a new certification for any further leave to the extent eligible.

8.2 If the leave is requested because of the employee's own serious health condition, the certification must include:

(a) The date on which the serious health condition commenced;

(b) The probable duration of the condition; and

(c) A statement that, due to the serious health condition, the employee is unable to perform all the essential functions of their position.

Attachment: Policy 308 -Medical Family Leave Policy Red-Line 2.8.21 (6356 : Medical and Family Leave Policy)

8.2.1 If the employee is a Covered Servicemember, the written certification required by this section shall be done on the Department of Labor's (DOL) forms WH-385 or WH385-V. These forms can be obtained from the Colusa County Human Resources Office, local offices of the Wage and Hour Division of the Department of Labor, or the Internet at www.dol.gov.whd.

8.3 The Leave Administrator, in his/her sole discretion, may periodically require recertification from the employee in accordance with this policy.

8.4 The Leave Administrator may require a medical opinion of a second health care provider chosen and paid for by County. If the second opinion is different from the first, the Leave Administrator may require the opinion of a third provider jointly approved by County and the employee, but paid for by County. The opinion of the third provider will be binding. An employee may request a copy of the health care providers' opinions when there is a second or third medical opinion sought.

8.4.1 When the leave is to care for a Covered Servicemember, second and third opinions shall not be required if the first certification was completed by:

(a) A United States Department of Defense (DOD) heath care provider;

(b) A United States Department of Veterans Affairs (VA) health care provider;

(c) A DOD TRICARE network authorized private health care provider; or

(d) A DOD non-network TRICARE authorized private health care provider.

8.4.2 However, second and third opinions may be required when the first certification was completed by a health care provider that is not one of the types identified in Section 8.4.1(a)-(d) of this Policy.

8.5 If the leave is requested to care for a covered service member who is a child, spouse, parent, or next of kin of the employee, the employee must provide written certification from the covered service member's health care provider regarding the service member's serious health condition.

8.5.1 The written certification required by this section shall be done on DOL forms WH-385 or WH385-V. These forms can be obtained from the Colusa County Human Resources ~~Office~~Department, local offices of the Wage and Hour Division of the Department of Labor, or the Internet at www.dol.gov.whd.

Attachment: Policy 308 -Medical Family Leave Policy Red-Line 2.8.21 (6356 : Medical and Family Leave Policy)

8.5.2 In lieu of the DOL forms WH-385 or WH385-V, the employee may submit invitational travel orders or invitational travel authorizations issued to the employee to join a Covered Servicemember at their bedside.

8.6 Qualifying Exigency: The first time an employee requests leave because of a qualifying exigency, the employee shall provide a copy of the military member's active duty orders, or other documentation issued by the military, which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service. A copy of new active duty orders or similar documentation shall be provided to the Leave Administrator if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member.

8.7 If the leave is requested in cases of adoption or foster care placement, the employee must provide written verification, such as an adoptive home study, an adoption placement agreement, or a juvenile court order.

9.0 Benefits While on Leave

9.1 Leave under this policy is unpaid unless the employee is using his or her accrued paid leave concurrently with leave under this policy. While on unpaid leave, an employee will not accrue sick, vacation, or any other leave balances and will not be entitled to holiday or other similar compensation.

9.2 While on leave provided pursuant to this Policy, and if the employee was enrolled in the County's group health insurance at the time the leave commences, the employee will continue to be covered by County's group health insurance for the duration of the leave. The employee is required however, to continue paying the employee's share of premium payments, if, any. Additionally, the County may be entitled to reimbursement of its share of premium payments, from the employee, should the employee fail to return from leave.

9.3 Any obligation the County may have to maintain health insurance coverage ceases if an employee's premium share is more than thirty (30) days late.

10.0 Return from Leave

10.1 Upon expiration of leave, the employee shall be returned to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

10.2 As a condition of return to employment for an employee whose leave was due to the employee's own serious health condition which made the employee unable to

Attachment: Policy 308 -Medical Family Leave Policy Red-Line 2.8.21 (6356 : Medical and Family Leave Policy)

perform the essential functions of their job, the employee must obtain, and present to the Leave Administrator, a fitness-for-duty certification from the health care provider stating the employee is able to perform the essential functions of their job, without restriction.

10.2.1 If the employee provides the County with certification that accommodations are required as a condition of the employee's return to work, the County will engage in a process with the employee to determine if the employee can be reasonably accommodated.

10.2.2 If, at the end of the leave provided for pursuant to this Policy, the employee is unable to return to work with or without restrictions, the employee will be given an opportunity to engage the Leave Administrator regarding the employee's options, if any.

11.0 Key Employees. The County may deny a Key Employee's Medical and Family Leave if:

11.1 The employee is a Key Employee as defined by this Policy;

11.2 The denial is necessary to prevent substantial and grievous economic injury to the operations of the County; and

11.3 The County notifies the Key Employee of the intent to deny the Key Employee's request for leave at the time the County determines the denial is necessary under subsection 11.2.

11.4 In the case the leave pursuant to this Policy already commenced, the County shall give the Key Employee a reasonable opportunity to return to work following the notice prescribed in subsection 11.3.

11.5 The County may not deny leave under the CFRA based on Key employee status.

12.0 Extension of Probationary Period. An eligible probationary employee who requests and receives leave under this Policy shall have their probationary period extended for the full period of the leave taken.

Attachment: Policy 308 -Medical Family Leave Policy Red-Line 2.8.21 (6356 : Medical and Family Leave Policy)

COUNTY OF COLUSA, CA **5.1**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

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 **6.1**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Air Pollution Control**

FROM: **Casey Ryan**

SUBJECT: **Carl Moyer Memorial Air Quality Standards Attainment Program**

SITTING AS THE AIR POLLUTION CONTROL DISTRICT

Adopt a Resolution of the Governing Board of the Colusa County Air Pollution Control District Approving and Authorizing the Application to Administer The Carl Moyer Program and the Moyer Rural Assistance Program.

Detailed Description/Background of request

The Carl Moyer Memorial Air Quality Standards Attainment Program ("Carl Moyer") and the Moyer Rural Assistance Program ("RAP") are state programs that provide grant funding for cleaner-than-required engines and equipment. Grants under the programs are administered by local air districts.

The Colusa County Air Pollution Control District ("District") has administered grants under the Carl Moyer Program for the past twenty (20) years and RAP for the past fifteen (15) years. Every year the District is required to submit an application requesting that we continue to administer the programs. Additionally, the state requires that we annually provide a Board resolution to that effect. These programs offer the District a source of funding to achieve considerable emission reductions from high polluting diesel engines. Accordingly, we are asking the District Board to adopt the resolution approving and authorizing the District's continued administration of the Carl Moyer Program and the Moyer Rural Assistance Program.

Prior Board Action

The Board previously authorized the District to apply to administer the programs. This has been approved every year for the last twenty (20) years with regard to the Carl Moyer Program and every year for the last fifteen (15) years with regard to the Moyer Rural Assistance Program.

Fiscal Impact/Funding Source

There is no fiscal impact on the District and no matching fund requirements. It is anticipated that the District will receive the following funds should it continue to administer the programs:

Project Allocation: $180,000.00

Administration Allocation: $20,000.00
Total Allocation: $200,000.00

Action for the Clerk
Obtain all necessary signatures and submit the resolution to Deborah Paselk at Deborah.paselk@arb.ca.gov.

Obtain necessary signatures and submit a copy of the resolution to the Colusa County Air Pollution Control District.

ATTACHMENTS:

- Year23CMPApplicationExecuted (PDF)
- CMPYear23Resolution (DOCX)

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD

ATTACHMENT 2: CARL MOYER PROGRAM APPLICATION

The California Air Resources Board must receive this application by the due date specified in the Solicitation Memo https://ww2.arb.ca.gov/administrative-forms-carl-moyer-program-community-air-protection-incentives.

Send the Air District's signed application to MSCD Grants at MSCDGrants@arb.ca.gov.

SECTION 1: APPLICANT AIR DISTRICT

Air District Name: Colusa County Air Pollution Control District	
Street Address: 100 Sunrise Blvd., Ste. F	City/Zip Code: Colusa, CA 95932
Contact Person: Casey Ryan	Telephone Number: (530) 458-0583
E-mail: cryan@countyofcolusa.com	
The address provided above matches the address provided on the Air District's Data Record Form (STD 204) or Government Agency Tax Payer ID Form ☑ Yes ☐ If no, the Air District will be submitting a corrected STD. 204 or Government Agency Tax Payer ID Form to CARB.	

SECTION 2: AIR DISTRICT REQUEST OF CARL MOYER PROGRAM FUNDING

Moyer Year: Year 23	Fiscal Year: 2020-2021

Check one box and enter the dollar amount (if applicable).

☐ Tentative allocation ("Total Allocation" amount from Attachment 1):	$	
☐ Greater amount than tentative allocation, if available:	$	
Sum of tentative allocation plus greater amount:	$	
☑ Minimum allocation of $200,000 (no match required).		
☐ Minimum allocation and authorizes the funds be designated to the Rural District Assistance Program (RAP) for the current fiscal year.		
☐ Tentative allocation and authorizes the funds be designated to a lead air district for the current fiscal year. Identify the lead air district:		
☐ No Carl Moyer Program funds. Air District declines all funding for this fiscal year.		

Attachment: Year23CMPApplicationExecuted (6335 : Carl Moyer Program Year 23)

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD

ATTACHMENT 2: CARL MOYER PROGRAM APPLICATION

MSCD/ITAB-099 (REV. 12/2020) PAGE **2** OF **3**

SECTION 3: AIR DISTRICT MATCHING FUNDS (15% OF FUNDING REQUEST, FOR APPLICATIONS OVER $200,000)

The Total Air District Match is based on the:

☐ Tentative allocation

☐ Request Allocation (Tentative allocation plus greater amount)

☐ Other

Total Air District Match:

Specify match funding by Source and Amount:

Source of Funding	Dollar Amount

Match Funds Subtotal:

Estimated In-Kind Administration: (Up to 15% of Total District Match)

SECTION 4: PROGRAM ADMINISTRATION

Check the box with the percentage for program administration that best applies to the Air District. If the Air District wishes to request a program administration grant percentage lower than the 6.25% or 12.5% allowed under statute (H&SC § 44299.1) check last box and enter the percentage.

☐ 6.25% (Air District with one million or more inhabitants)

☑ 12.5% (Air District under one million inhabitants)

☐ The Air District requests program administration funds be included in this grant at a lower portion than allowed by statute.

Percent of the total grant:

Attachment: Year23CMPApplicationExecuted (6335 : Carl Moyer Program Year 23)

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
CALIFORNIA AIR RESOURCES BOARD

ATTACHMENT 2: CARL MOYER PROGRAM APPLICATION

SECTION 5: BOARD RESOLUTION

Check one box and complete the date (if applicable).

☐ This application has been duly approved and authorized by the Air District governing board, as specified in the attached resolution.
☑ This application is scheduled to go before the Air District Board. Date scheduled to go before the Air District Board: February 16, 2021

SECTION 6: AIR DISTRICT CONTACT INFORMATION

Air District Air Pollution Control Officer	Telephone Number	Email Address
Douglas Gearhart	(707) - 263-7000	dougg@lcaqmd.net

Air District Carl Moyer Program Manager	Telephone Number	Email Address
Casey Ryan	(530) 458-0583	cryan@countyofcolusa.com

SECTION 7: AIR DISTRICT APCO/EO APPROVED SIGNATURE

To the best of my knowledge and belief, the information in this application is true and correct. Unless my Air district has declined or designated these grant funds, an up-to-date Carl Moyer Program District Policies and Procedures Manual, based on current Carl Moyer Program Guidelines, is maintained at the Air District's office.

Signature of Air Pollution Control Officer:	Date of Signature:
Douglas Gearhart	01/15/2021

Attachment: Year23CMPApplicationExecuted (6335 : Carl Moyer Program Year 23)

RESOLUTION NO. _____

RESOLUTION OF THE GOVERNING BOARD OF THE COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT APPROVING AND AUTHORIZING THE APPLICATION TO ADMINISTER THE CARL MOYER PROGRAM AND THE MOYER RURAL ASSISTANCE PROGRAM.

WHEREAS, California Health and Safety Code sections 44275-44299.2 authorize the California Air Resources Board (ARB) to allocate Carl Moyer Program (CMP) funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emission from on-road, marine, locomotive, agricultural, and off road engines;

WHEREAS, the Colusa County Air Pollution Control District (District) has successfully implemented Carl Moyer Program projects in past years to reduce emission and improve air quality in the Sacramento Valley Air Basin and seeks to continue to reduce emissions from diesel engines through clean air projects;

WHEREAS, the District may also have projects that qualify for grant funds through the "Moyer Rural Assistance Program" (RAP); and

WHEREAS, the District may be eligible to accept Carl Moyer Program funds from other districts through inter-district transfer.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Air Pollution Control District is authorized to submit an application to the California Air Resources Board for the Carl Moyer Program and the Moyer Rural Assistance Program for the maximum amount of funds for which the District is eligible.

BE IT FURTHER RESOLVED that the Director of Air Quality Standards is authorized to accept on behalf of the District to accept Carl Moyer Program and Moyer Rural Assistance Program projects, accept grant amounts, request disbursements, and approve standard ministerial Carl Moyer Program contracts.

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Attachment: CMPYear23Resolution [Revision 1] (6335 : Carl Moyer Program Year 23)

PASSED AND ADOPTED this 16th day of February 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Board Chair

ATTEST: Wendy Tyler
Clerk of the Board of Supervisors

_____
Melissa Kitts, Deputy Clerk

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: CMPYear23Resolution [Revision 1] (6335 : Carl Moyer Program Year 23)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Assessor**

FROM: **Michelle Savage**

SUBJECT: **Stipulation for Remsun LLC**

Approve Stipulation Agreements with Remsun LLC for changed valuation in property assessment for Application No.'s 21-02, year 17/18; 21-03, year 18/19; and 21-04, year 20/21.

Detailed Description/Background of request

Corrected assessed value of the property (assessment # 022-100-088-000) described in this application and enrolled upon the assessment roll for the years 17-18, 18-19 & 20-21 have been reviewed by the Assessor, Arnold Gross, Jr.; The Assessor is now of the opinion that the full taxable value as of lien date or event date should have the values listed in the attached Stipulation Agreements.

Prior Board Action

None.

Fiscal Impact/Funding Source

Difference in value for 17-18 assessment year is <$2,544,305>.
Difference in value for 18-19 assessment year is <$2,505,487>.
Difference in value for 20-21 assessment year is $515,894.

Action for the Clerk

Obtain signatures on Stipulation if approved; send notification to Applicant, Applicants Agent (Certified Mail), Assessor and County Counsel.

ATTACHMENTS:

- 2-02-21 Stipulation Remsen 17-18 Yr Stipulation (PDF)
- 02-02-21 Stipulation Remsun 18-19 YR Stipulation (PDF)
- 02-02-21 Stipulation Remsun 20-21 YR Stipulation (PDF)

BOE-305-S (P1) REV. 02 (07-15)

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

BEFORE THE COUNTY BOARD

COUNTY OF Colusa **, STATE OF CALIFORNIA**

IN THE MATTER OF THE APPLICATION OF:

Remsun LLC
NAME OF APPLICANT

21-02
APPLICATION NUMBER(S)

022-100-088
PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.

2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 17 - 20 18 ☑ REGULAR ☐ SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE *(ROLL VALUE MINUS CORRECTED ASSESSED VALUE)*
LAND	150,000	130,000	150,000	0
IMPROVEMENTS/ STRUCTURES	3,224,305	1,700,000	680,000	(2,544,305)
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES	1,108,650	600,000	1,108,650	0
PERSONAL PROPERTY	131,930	100,000	131,930	0
TOTALS	4,614,885	2,530,000	2,070,580	(2,544,305)
PENALTY				

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 2-02-21 Stipulation Remsen 17-18 Yr Stipulation [Revision 1] (6382 : Remsun LLC)

BOE-305-S (P2) REV. 02 (07-15)

3. The facts upon which the change in assessed value is based are as follows:

The change in value for 2017 was because we made an escape for buildings that our Appraiser had missed. The fumigation building was completed in (12/17). Our Appraiser made the escape back to 2017 and it should have been picked up for 2018. Appraiser error. Also we had a warehouse that we had the wrong completion date that was on the property statement. We had 12/17 and it was actually completed on 7/18. This was confirmed with building dept. This warehouse value is now picked up for 2019.
Bottom line the buildings should not have been picked up for 2017.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE ▶	DATE EXECUTED
	February 10, 2021
NAME OF AUTHORIZED SIGNER	TITLE
Cris K. O'Neall	Attorney for Applicant

FILING STATUS

☐ OWNER ☐ AGENT ☐ ATTORNEY ☐ SPOUSE ☐ REGISTERED DOMESTIC PARTNER ☐ CHILD ☐ PARENT ☐ PERSON AFFECTED

☑ CALIFORNIA ATTORNEY, STATE BAR NUMBER: 126160 ☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

SIGNATURE OF COUNTY ASSESSOR ▶	PRINT NAME OF COUNTY ASSESSOR
	Arnold Gross
SIGNATURE OF COUNTY COUNSEL ▶	PRINT NAME OF COUNTY COUNSEL

FOR COUNTY BOARD USE ONLY

☐ The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.

☐ The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____ CHAIRPERSON

_____ CLERK OF THE BOARD

Attachment: 2-02-21 Stipulation Remsen 17-18 Yr Stipulation [Revision 1] (6382 : Remsun LLC)

BOE-305-S (P1) REV. 02 (07-15)

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

RECEIVED
FEB 01 2021
COUNTY OF COLUSA
BOARD OF SUPERVISORS

BEFORE THE COUNTY BOARD

COUNTY OF Colusa **, STATE OF CALIFORNIA**

IN THE MATTER OF THE APPLICATION OF:

Remsun LLC
NAME OF APPLICANT

21-03
APPLICATION NUMBER(S)

022-100-088
PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.

2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 18 - 20 19 ☑ REGULAR ☐ SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE *(ROLL VALUE MINUS CORRECTED ASSESSED VALUE)*
LAND	153,000	130,000	153,000	0
IMPROVEMENTS/ STRUCTURES	3,587,810	1,800,000	1,082,323	(2,505,487)
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES	4,157,890	2,000,000	4,157,890	0
PERSONAL PROPERTY	356,280	200,000	356,280	0
TOTALS	8,254,980	4,130,000	5,749,493	(2,505,487)
PENALTY				

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 02-02-21 Stipulation Remsun 18-19 YR Stipulation (6382 : Remsun LLC)

BOE-305-S (P2) REV. 02 (07-15)

3. The facts upon which the change in assessed value is based are as follows:

The fumigation building that should not have been picked up in 2017 is picked up here with a value of 567,481. Also 3 building were removed on 4/17 with total value of 175,253. 680,000 existing building value before - 175,253 buildings removed = 504,747 * 1.02 cpi = 514,842.
Corrected value after:
567,481 + 514,842 = 1,082,323 Corrected building value.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE ▶	DATE EXECUTED
	January 29, 2021
NAME OF AUTHORIZED SIGNER	TITLE
Cris K. O'Neall	Attorney for Applicant

FILING STATUS

☐ OWNER ☐ AGENT ☐ ATTORNEY ☐ SPOUSE ☐ REGISTERED DOMESTIC PARTNER ☐ CHILD ☐ PARENT ☐ PERSON AFFECTED

☑ CALIFORNIA ATTORNEY, STATE BAR NUMBER: 126160 ☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

SIGNATURE OF COUNTY ASSESSOR ▶	PRINT NAME OF COUNTY ASSESSOR
	Arnold Gross
SIGNATURE OF COUNTY COUNSEL ▶	PRINT NAME OF COUNTY COUNSEL

FOR COUNTY BOARD USE ONLY

☐ The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.

☐ The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____ CHAIRPERSON

_____ CLERK OF THE BOARD

Attachment: 02-02-21 Stipulation Remsun 18-19 YR Stipulation (6382 : Remsun LLC)

BOE-305-S (P1) REV. 02 (07-15)

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

RECEIVED
FEB 01 2021
COUNTY OF COLUSA
BOARD OF SUPERVISORS

BEFORE THE COUNTY BOARD

COUNTY OF Colusa **, STATE OF CALIFORNIA**

IN THE MATTER OF THE APPLICATION OF:

21-04
APPLICATION NUMBER(S)

Remsun LLC
NAME OF APPLICANT

022-100-088
PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.

2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 20 - 20 21 ☑ REGULAR ☐ SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE *(ROLL VALUE MINUS CORRECTED ASSESSED VALUE)*
LAND	159,181	100,000	159,181	0
IMPROVEMENTS/ STRUCTURES	5,287,582	3,000,000	5,803,476	515,894
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES	9,371,480	6,000,000	9,371,480	0
PERSONAL PROPERTY	161,260		161,260	0
TOTALS	14,979,503	9,100,000	15,495,397	515,894
PENALTY				

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 02-02-21 Stipulation Remsun 20-21 YR Stipulation (6382 : Remsun LLC)

BOE-305-S (P2) REV. 02 (07-15)

3. The facts upon which the change in assessed value is based are as follows:

2017 existing building value		680,000	
3 Buildings removed (4/17)		-175,253	
	Total	504,747	CPI * 1.0612 = 535,643
Fumigation building (12/17)		567,481	*1.0404 = 590,407
2 Warehouses and office remodel	(2018)	2,989,619	* 1.02 = 3,049,411
Warehouse and Electrical (12/19)		1,628,016	* 1.00 =1,628,016
		Total Building value	5,803,476

This is a summary of all buildings completed from 2017.
This is assessing the buildings on the right years and correcting some math errors.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE ▶	DATE EXECUTED
	January 29, 2021
NAME OF AUTHORIZED SIGNER	TITLE
Cris K. O'Neall	Attorney for Applicant

FILING STATUS

☐ OWNER ☐ AGENT ☐ ATTORNEY ☐ SPOUSE ☐ REGISTERED DOMESTIC PARTNER ☐ CHILD ☐ PARENT ☐ PERSON AFFECTED

☑ CALIFORNIA ATTORNEY, STATE BAR NUMBER: 126160 ☐ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

SIGNATURE OF COUNTY ASSESSOR ▶	PRINT NAME OF COUNTY ASSESSOR
	Arnold Gross
SIGNATURE OF COUNTY COUNSEL ▶	PRINT NAME OF COUNTY COUNSEL

FOR COUNTY BOARD USE ONLY

☐ The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.

☐ The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____ CHAIRPERSON

_____ CLERK OF THE BOARD

Attachment: 02-02-21 Stipulation Remsun 20-21 YR Stipulation (6382 : Remsun LLC)

COUNTY OF COLUSA, CA **7.2**

Request For County Board of Supervisors Action

MEETING DATE:	**February 16, 2021**
DEPARTMENT:	**Board of Supervisors**
FROM:	**Ann Nordyke**
SUBJECT:	**Request to continue Assessment Appeal Hearing scheduled for March 2, 2021 for 90 days**

SITTING AS THE BOARD OF EQUALIZATION

Consider applicant Olam Tomato Processing Inc.'s second request for a continuance of the Assessment Appeal Hearing scheduled for March 2, 2021 under Application No. 20-06, APN 017-090-062-000.

Detailed Description/Background of request

In late 2019 applicant Olam Tomato Processing, Inc. submitted an application for an assessment appeal. In response, an assessment appeal hearing was set for October 27, 2020. On October 6, 2020 the Clerk received a request via email, with the original put in the mail and received by this office on October 13 to postpone the Appeal Hearing scheduled for Appeal No. 20-06; APN 017-090-062-000 to March 2, 2021. That request was granted.

On February 11, 2021 via email the Clerks office received a second request to continue the Appeal Hearing another 90 days.

Under Rule 323 the Applicant is allowed one continuance as a matter of right. That one allowance was exhausted. Additionally, if the applicant or applicant's agent are unable to attend a noticed hearing, the applicant or its agent may request another postponement. The applicant however must show good cause for the further postponement.

Postponement requests by an applicant made with 120 days of the expiration of the two-year period (starting from the appeal being filed date) must be conditioned on the applicant waiving the two-year time period in writing to the BOE.

Prior Board Action

None

Fiscal Impact/Funding Source

N/A

Action for the Clerk

Send notification applicant, applicants agent, Assessor and County Counsel.

ATTACHMENTS:

- Olam CA Colusa PT 2019 Continuance Request 20-06 2021-02-11 (PDF)

BEFORE THE BOARD OF EQUALIZATION

OF THE COUNTY OF COLUSA, STATE OF CALIFORNIA

* * * * * * * *

IN THE MATTER OF THE
ASSESSMENT APPEAL
OF OLAM TOMATO PROCESSORS INC.

Application Nos 20-06
TAXPAYER REQUEST FOR CONTINUANCE OF HEARING SCHEDULED FOR MARCH 2, 2021

TAXPAYER REQUEST

The above matter is currently scheduled for hearing before the Colusa County Board of Equalization ("Board") on March 2, 2021. For good cause, the taxpayer hereby requests a postponement of the hearing for 90 days to an available date in early June 2021. Enclosed with this request for continuance is a signed waiver of the two-year statute period for hearing under Section 1604 of the Revenue and Taxation Code.

Colusa County is listed as a Tier 1 county by the California Department of Public Health (CDPH), a designation that has been in place since November 24, 2020. Tier 1 counties have "widespread" risk of COVID-19 infections with the greatest cautions required. Additionally, the CDPH has a travel advisory in effect discouraging travel within the state to less than 120 miles as well as any travel from out of state into California. The taxpayer, Olam Tomato Processors Inc. ("Olam"), is headquartered 235 miles away in Fresno. Additionally, Olam's authorized representative in this appeal is located in Arizona. The necessary participants from Olam for the appeal hearing would require travel to attend. In light of current conditions within the state, region, and county, travel by Olam and its representatives would be an extreme hardship and risk to their health as well as the general public health.

As was the case last year with COVID-19, and has been the case with other virus outbreaks, environmental conditions greatly improve in the late spring and summer months. And in 2021, vaccinations against the virus are underway at a reported rate of 1 million vaccinations per day across the country. By early June, another 80 million vaccinations will have taken place, significantly reducing the risk of further spread.

Attachment: Olam CA Colusa PT 2019 Continuance Request 20-06 2021-02-11 (6400 : Direction regarding request toPostpone Assessment

Although some type of remote hearing accommodation might be offered by the Board to maintain the currently scheduled March 2 hearing, Olam would be greatly disadvantaged by such an arrangement. The property at issue in this case is a very large industrial food processing plant, now closed, and assessed at $58,111,390 for the 2019 tax year. The complexities of this case really demand an in-person hearing so that the taxpayer may have a fair opportunity to present its case. A remote hearing would give an unfair advantage to the Colusa County Assessor ("Assessor") who may appear in person without having to travel against the CDPH advisory. Moreover, an in-person hearing would be much more beneficial for the Board to hear all of the evidence, review exhibits, and ask questions more effectively.

The Assessor has initiated a Section 1606 exchange of information in this matter, and a continuance by the Board would not alleviate Olam's obligation to comply. Olam is not requesting an enlargement of the time period for providing its information to the Assessor and will respond within the time frame requested by the Assessor. Therefore, a continuance would not disadvantage the Assessor.

It should be acknowledged that this matter was continued previously from October 27, 2020 to March 2, 2021 under Property Tax Rule 323 which allows the taxpayer an automatic one-time postponement. The reason for making the first continuance request was to allow time for the subject property to be sold. However, COVID-19 conditions disrupted normal market activity, and the property remains unsold. The pandemic turned far more serious in October through December and health conditions are tenuous today.

CONCLUSION

For the foregoing reasons, Olam requests the hearing be continued for 90 days to sometime in early June. The enclosed waiver of the two-year statute under Section 1604 removes the time pressure for the Board to conduct the hearing immediately, and it is customarily offered by a taxpayer when making a request for continuance.

Dated: February 11, 2021

Mark LoRusso
Ryan, LLC
Agent for Taxpayer

Enclosures:

- Waiver of Section 1604 Two-Year Statute
- October 6, 2020 Continuance Request

Attachment: Olam CA Colusa PT 2019 Continuance Request 20-06 2021-02-11 (6400 : Direction regarding request toPostpone Assessment

Phone (530) 458-0508
Email: boardclerk@countyofcolusa.org

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

WAIVER AGREEMENT

Application Number(s): 20-06

Applicant Name: Olam Tomato Processors, Inc

Block & Lot / Assessment Number(s): 017-090-062-000

Address: _____

In consideration of the Assessment Appeals Board granting a postponement of the hearing on the above referenced application(s), I hereby waive the benefit of the time limitations provided in the following provision of the Revenue and Taxation Code:

> Section 1604 which provides that the Assessment Appeals Board should hear evidence and make a final determination on an application for reduction of assessment of property within two (2) years of the timely filing of the application unless the taxpayer and the appeals board mutually agree in writing to an extension of time for the hearing.

I HEREBY AGREE TO AN EXTENSION OF TIME FOR THE HEARING ON THE AFORESTATED APPLICATION NUMBER(S) BEYOND THE TWO-YEAR PERIOD OF MY TIMELY FILING.

Date: 2/11/2021 Signature: _____

Name of Applicant/Agent: Mark LoRusso

****Please return this form with your Hearing Postponement Request****

AGREED AND ACCEPTED:

Colusa County Assessment Appeals Board Date: _____

By: _____

By: _____

By: _____

Attachment: Olam CA Colusa PT 2019 Continuance Request 20-06 2021-02-11 (6400 : Direction regarding request toPostpone Assessment

MAX at Kierland
16220 North Scottsdale Road
Suite 650
Scottsdale, AZ 85254
Tel. 602.955.1792
Fax 602.955.4892

www.ryan.com

SENT VIA CERTIFIED MAIL 9214 7969 0099 9790 1635 4968 31
RETURN RECEIPT REQUESTED

October 6, 2020

Colusa County
Clerk of the Board of Supervisors
547 Market Street, Suite 102
Colusa, CA 95932

Re: Request to Postpone Assessment Appeal Hearing
Olam Tomato Processors, Inc
Appeal No. 20-06 (APN 017-090-062-000)

To Whom It May Concern:

Ryan, LLC is the appointed Property Tax Agent for Olam Tomato Processors, Inc, and we are respectfully requesting a postponement for the referenced appeal, currently scheduled for October 27, 2020.

We are requesting a postponement due in part to the travel difficulties that COVID-19 is currently presenting. Also, the entire facility is currently for sale. This includes land & buildings as well as Machinery & Equipment. Postponement until after the sale of the facility would provide the appeals board additional evidence of market value. Although market sales data beyond 90 days of the valuation is typically not considered, Property Tax Rule 324(d) allows an exception to the 90-day rule for the *sale of the subject property*.

For the reasons noted above, we are requesting postponement until a new hearing can be scheduled in March/April 2021.

Sincerely,

Mark LoRusso
Principal & Agent

Attachment: Olam CA Colusa PT 2019 Continuance Request 20-06 2021-02-11 (6400 : Direction regarding request toPostpone Assessment

CLERK OF THE BOARD OF SUPERVISORS

Wendy G. Tyler, Clerk to the Board of Supervisors

Ann Nordyke, Chief Deputy Clerk to the Board

Patricia Rodriguez Deputy Clerk to the Board

Melissa Kitts Deputy Clerk to the Board

SUPERVISORS
Merced Corona, District I

John D. Loudon, District II,

Kent S. Boes, District III,

Gary J. Evans, District IV, Vice-Chair

Denise J. Carter, District V, Chair

October 7, 2020

Ryan, LLC
Attn: Mark LoRusso
16220 North Scottsdale Rd.
Suite 650
Scottsdale, AZ 85254

SENT VIA EMAIL &
Certified Mail No. 7018 1830 0001 2913 8484

RE: **Request to Postpone Assessment Appeal Hearing, Olam Tomato Processors, Inc. Appeal No. 20-06 (APN 017-090-062-000)**

Dear Mr. LoRusso,

This letter is to advise you that we are in receipt of the letter dated October 6, 2020 requesting postponement of the Appeal Hearing Scheduled for Appeal No. 20-06 (APN No. 017-090-062-000), on behalf of Olam Tomato Processors, Inc.

Per your request, the Appeal Hearing scheduled to review your request for a changed assessment on October 27, 2020 has been postponed to March 2, 2021 at 11:00 a.m., and will be held at the Board of Supervisors Chambers at 547 Market Street, Suite 108, Colusa, CA.

Should you have any questions regarding this matter, please contact this office at (530) 458-0508 or the Colusa County Assessor's Office at (530) 458-0450.

Sincerely,

Melissa Kitts
Deputy Clerk to the Board

Your signing of this letter and its receipt by fax (530) 458-0510 or email mkitts@countyofcolusa.com at the office of the Clerk of the Board on or before October 17, 2020 by 5:00 p.m. will constitute the mutual agreement in writing of the extension of time for your Appeal Hearing.

Ryan, LLC

By _____ 10/9/20

Title MARK LORUSSO PRINCIPAL

547 Market Street, Suite 102 ✦ Colusa, CA 95932 ✦ (530) 458-0508/0509/0735 ✦
(530) 458-0510 fax ✦ boardclerk@countyofcolusa.org

Attachment: Olam CA Colusa PT 2019 Continuance Request 20-06 2021-02-11 (6400 : Direction regarding request toPostpone Assessment

COUNTY OF COLUSA, CA

8.1

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Commercial Cannabis Ordinance Expiration Extension**

Adoption by title only of a proposed Ordinance amending Section 11-7.7 of Chapter 11 of the Colusa County Code extending the February 22, 2021 expiration date by one year to February 22, 2022.

Detailed Description/Background of request

On January 22, 2019, the Board approved an amendment to Chapter 11 of the County Code to allow limited commercial cannabis cultivation, processing, and distribution in the Colusa Industrial Park due to an anticipated annexation to the City of Colusa (Attachment #1). As part of the ordinance approval, Section 11-7.7 specified that the ordinance provisions that allowed the commercial cannabis operations would automatically end and no longer be in effect on February 22, 2021, or sooner if the Colusa Industrial Park annexation was completed. Said section also specified that upon expiration, any cannabis license that was issued would automatically be revoked and prohibited from operating after the February 22, 2021 expiration date.

The City has moved forward with the Colusa Industrial Park annexation. However, the LAFCo annexation was not submitted until recently as the property tax transfer agreement between the City and County took longer than originally anticipated. As a result, County staff believes that the February 22, 2021 expiration date will occur prior to the annexation being completed.

The attached ordinance would extend the February 22, 2021 expiration date by one year to February 22, 2022. Staff believe that this will provide ample time for the CIP annexation to be completed.

Prior Board Action

In November of 2015 Chapter 11 (Marijuana Cultivation, Related Possession, and Sales) was added to the County Code.

In May of 2017 the Board appointed an Ad Hoc Committee to study the potential of amending the County's ordinance to allow cannabis operations in the County.

In October of 2017 the Ad Hoc Committee presented its report to the entire Board and the Board subsequently directed staff to conduct a public outreach effort to hear directly from the community their views of cannabis cultivation in the County.

In December of 2017 the Board approved a contract with DeNovo to conduct 5 public workshops and a survey.

In February of 2018 the Board approved a contract amendment with DeNovo to add two additional public workshops.

In May of 2018 DeNovo gave a presentation to the Board on the community-wide cannabis workshops and survey.

In June of 2018 the Board considered a potential advisory ballot measure concerning commercial cannabis regulations in the County.

In August of 2018 the Board provided direction to staff on the submittal of a comment letter to the State concerning proposed regulations for the Bureau of Cannabis Control.

In November of 2018 staff provided an informational report on State amendments to the existing State cannabis laws.

In December of 2018/January of 2019 the Board approved an amendment to Chapter 11 to allow limited cannabis operations in the Colusa Industrial Park.

On April 30, 2019, staff presented an information report on industrial hemp to the Board.

On January 22, 2019, the Board approved an amendment to Chapter 11 (Marijuana Cultivation, Related Possession, and Sales) of the County Code to allow limited commercial cannabis operations for indoor cultivation, processing and distribution of cannabis in a limited geographical area of the County that is the subject to a City of Colusa's proposed annexation.

On May 14, 2019, the Board conducted a public hearing on the first reading of an ordinance amending Chapter 11 to add cultivation nurseries (Type 4) and testing facilities (Type 8) to the list of allowed license types.

On May 28, 2019, the Board approved the second reading of the ordinance amending Chapter 11 to add cultivation nurseries (Type 4) and testing facilities (Type 8) to the list of allowed license types.

February 2, 2021, the Board introduced the subject ordinance amendment to extend the February 22, 2021 ordinance expiration date by one year to February 22, 2022.

Fiscal Impact/Funding Source

There is no anticipated fiscal impact.

Action for the Clerk

ATTACHMENTS:

- Chapter 11 Date Extension Ordinance Amendment (DOCX)
- Section 11.7.7 Redline Change (DOCX)
- Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND SALES (PDF)

ORDINANCE NO. _____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS AMENDING CHAPTER 11 OF THE COLUSA COUNTY CODE REGARDING EXTENDING THE EXPIRATION DATE FOR THE PROVISIONS ALLOWING COMMERCIAL CANNABIS OPERATIONS.

The Board of Supervisors for the County of Colusa ordains as follows:

SECTION 1

Section 11-7.7 of Chapter 11 of the Colusa County Code is amended to read:

11-7.7 Expiration of provisions allowing commercial cannabis operations.

All Code sections and provisions in this chapter allowing commercial cannabis operations, with the exception of industrial hemp cultivation, will automatically end and no longer be in effect on February 22, 2022, or until the city of Colusa completes its annexation of the area provided for in section 11-7.1(b), whichever comes first. Upon termination of the provisions, any licenses issued under this chapter, with the exception of those licenses allowing industrial hemp cultivation, will automatically be revoked and all unlicensed commercial cannabis operations will be prohibited from operating and constitute a public nuisance subject to abatement under this chapter.

SECTION 2

This ordinance is exempt from the California Environmental Quality Act (CEQA) because it is not a project under CEQA. Additionally, if it were deemed a project it would be categorically exempt under California Code of Regulations Title 14, Division 6, Chapter 3 Section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3) because there is no possibility that the project may have a significant effect on the environment.

SECTION 3

The provisions of Chapter 11 are severable and if any provision of Chapter 11 or its application in a particular circumstance is held invalid, the remainder of the Chapter, including the application of such part or provision in another circumstance, will not be affected and will continue in full force. The Board of Supervisors declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase in Chapter 11 irrespective of the fact that any one, or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 4

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance

Attachment: Chapter 11 Date Extension Ordinance Amendment (6370 : Commercial Cannabis Ordinance Expiration Extension)

in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced at a regular meeting of the Board of Supervisors held on the 2nd day of February, 2021, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Chair
Colusa County Board of Supervisors

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

By _____
Melissa Kitts, Deputy

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: Chapter 11 Date Extension Ordinance Amendment (6370 : Commercial Cannabis Ordinance Expiration Extension)

11-7.7 Expiration of provisions allowing commercial cannabis operations.

All Code sections and provisions in this chapter allowing commercial cannabis operations, with the exception of industrial hemp cultivation, will automatically end and no longer be in effect on February 22, ~~2021~~2022, or until the city of Colusa completes its annexation of the area provided for in section 11-7.1(b), whichever comes first. Upon termination of the provisions, any licenses issued under this chapter, with the exception of those licenses allowing industrial hemp cultivation, will automatically be revoked and all unlicensed commercial cannabis operations will be prohibited from operating and constitute a public nuisance subject to abatement under this chapter. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6-1.5.)

Attachment: Section 11.7.7 Redline Change (6370 : Commercial Cannabis Ordinance Expiration Extension)

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

Chapter 11
CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND SALES

Sections:

11-1 Authority and title.

11-2 Findings and purpose.

11-3 Definitions.

11-4 Application.

11-5 Sales, dispensaries and delivery.

11-6 Personal use cannabis cultivation.

11-7 Commercial cannabis operations.

11-7.1 Limited areas for commercial cannabis operations.

11-7.2 County commercial cannabis license.

11-7.3 County commercial cannabis operations license conditions.

11-7.4 County commercial cannabis operations license term, revocation, and renewal.

11-7.5 Violations are a public nuisance.

11-7.6 No property right or entitlement to commercial cannabis operations.

11-7.7 Expiration of provisions allowing commercial cannabis operations.

11-8 Industrial hemp operations.

11-8.1 Limited areas for industrial hemp cultivation, nursery and processing.

11-8.2 Industrial hemp cultivation license.

11-8.3 Industrial hemp conditions.

11-8.4 Industrial hemp license term, revocation, and renewal.

11-8.5 Violations are a public nuisance.

11-8.6 No property right or entitlement for industrial hemp.

11-8.7 Limitation on the number of industrial hemp licenses.

11-9 Public nuisance.

11-10 Notice to abate unlawful cannabis or industrial hemp activities.

11-11 Contents of notice to abate unlawful cannabis or industrial hemp activities.

11-12 Service of notice to abate unlawful cannabis or industrial hemp activities.

11-13 Appeal hearing.

11-14 Administrative penalties.

11-15 Costs.

11-16 Special assessments and liens.

11-17 Summary abatement.

11-1 Authority and title.

The board of supervisors for the county of Colusa enacts this chapter under the authority granted to the county by Article XI, Section 7 of the California Constitution, Health and Safety Code Section 11362.83, Government Code Section 25845, Sections 19315 and 19316 of the Medical Marijuana Regulation and Safety Act (AB 266) the Adult Use of Marijuana Act (Proposition 64), California Food and Agriculture Code Sections 81000 et. seq. and the Federal Agricultural Improvement Act of 2018. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-2 Findings and purpose.

The Colusa County board of supervisors finds and declares the following:

(a) The purpose and intent of this chapter is to regulate cannabis cultivation in a manner consistent with state and federal law; promote the health, safety and general welfare of the residents in the unincorporated territory of Colusa County; and prevent potential adverse impacts from cannabis cultivation.

(b) In 1996 California voters approved Proposition 215, the Compassionate Use Act of 1996 (CUA), codified as California Health and Safety Code Section 11362.5. The CUA is limited in scope. It only provides a limited immunity and defense from criminal prosecution for certain crimes related to the possession and cultivation of cannabis by qualified patients and their primary caregivers. The CUA does not supersede legislation prohibiting

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

persons from engaging in conduct that endangers or affects others. Additionally, the CUA does not create an affirmative right to possess or cultivate cannabis.

(c) In 2004 the Legislature enacted Senate Bill 420, the Medical Marijuana Program (MMP), codified as California Health and Safety Code Section 11362.7 et seq. The MMP was meant to clarify the scope of the CUA and provide qualifying patients and primary caregivers, who collectively or cooperatively cultivate cannabis for medical purposes, a limited defense to certain state criminal statutes. The MMP does not create an affirmative right to possess or cultivate cannabis.

(d) On October 9, 2015, the Governor signed into law AB 266, the Medical Marijuana Regulation and Safety Act (MMRSA). Generally, the MMRSA provides for the licensure and regulation of medical cannabis. It also establishes the Bureau of Medical Marijuana Regulation. The MMRSA does not create an affirmative right to possess or cultivate cannabis.

(e) Effective November 9, 2016, California voters approved Proposition 64, the Adult Use of Marijuana Act (AUMA). AUMA legalizes specified personal use and cultivation of cannabis for adults twenty-one years of age or older under state law. AUMA authorizes the county to enact and enforce reasonable regulations regarding the possession and cultivation of cannabis within the county.

(f) Neither the CUA, MMP, MMRSA, or AUMA gives anyone the right to cultivate cannabis anywhere they choose or free of local regulation. Health and Safety Code Section 11362.5(b)(2) specifically provides that the CUA does not supersede any legislation intended to prohibit conduct that endangers others. Further, Health and Safety Code Section 11362.83 expressly allows counties to adopt and enforce ordinances that are consistent with the MMP. Additionally, Section 19315 of the MMRSA specifically provides that the MMRSA shall not be interpreted to supersede or limit local ordinances. Similarly, Section 19316 of the MMRSA affirms the right of the county to adopt ordinances regulating cannabis cultivation. Health and Safety Code Section 11362.2 also provides that the county may enact and enforce reasonable regulations regarding the possession or cultivation of cannabis.

(g) Regardless of state law, the possession and cultivation of cannabis, whether used for medical purposes or not, is unlawful under the Federal Controlled Substances Act (21 U.S.C. 801 et seq.). Cannabis is classified as a Schedule I drug. As a Schedule I drug, cannabis is deemed under the law to have a high potential for abuse, no currently accepted medical use, and it has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful for any person to cultivate, manufacture, distribute, or dispense cannabis. The Federal Controlled Substances Act does not exempt the cultivation, manufacture, distribution, dispensation, transportation, or possession of cannabis for medical or any other purpose.

(h) As recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, the cultivation of cannabis in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

activity such as loitering or crime. Nothing in the Guidelines or any other provision of law mandates local governments, such as Colusa County, to allow, sanction or permit the establishment or operation of facilities cultivating or dispensing cannabis within their jurisdiction whether for medical or any other purpose.

(i) The unregulated cultivation of cannabis in the unincorporated area of Colusa County can adversely affect the health, safety, and well-being of its residents. The regulation of cannabis cultivation in Colusa County is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and to preserve the use of limited water resources.

(j) The cultivation of cannabis increases the risk of trespassing, burglary, and acts of violence in connection with the commission of such crimes or the occupants' attempts to prevent such crimes at locations where it is cultivated. Similarly, locations where cultivation is taking place are also more prone to be attractive nuisances and interfere with the quiet enjoyment by other property owners in the area, due to offensive odors and increased growing activities at various times of the year.

(k) Cultivation of cannabis is often associated with violations of local, state and federal environmental laws and pesticide regulations. These violations threaten harm to local waterways, groundwater quality, and endanger the public health and safety.

(l) Indoor cannabis cultivation presents potential health and safety risks to those living within a structure where cannabis is grown, especially children. These risks include, but are not limited to, potential property crimes, increased risk of fires from grow light systems, and exposure to fertilizers, pesticides, and anti-fungus agents.

(m) The United States Bureau of Reclamation, which controls a significant portion of the water used by the residents of Colusa County, prohibits the use of any federally controlled water for the cultivation of cannabis crops.

(n) Water for cannabis cultivation may be illegally diverted from local creeks, streams, and rivers. These diversions unreasonably deprive downstream users of beneficial water sources. Such diversions may also impact water supplies, harm ecosystems, and negatively affect threatened or endangered species.

(o) There are no fertilizers or pesticides approved for use in cannabis cultivation. The unapproved use of such fertilizers and pesticides may unreasonably increase the concentration of such chemicals in storm water runoff, impacting local creeks, streams and rivers.

(p) The limited immunity from certain state cannabis laws does not confer the right to create or maintain a public nuisance. Similarly, a limited immunity does not abrogate the right and duty of the county to regulate cannabis cultivation in the unincorporated portions of the county. Through the adoption of this chapter, the county aims to prevent the adverse effects caused by the unregulated cultivation of cannabis in the county.

(q) In December 2018 the Federal Agricultural Improvement Act of 2018 ("Act") otherwise known as the "2018

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Farm Bill" was signed into law. The Act removes cannabis having a THC content of three-tenths of one percent or less otherwise referred to as "hemp" from the list of prohibited Schedule I drugs under the Federal Controlled Substances Act.

(r) The Act allows the legal cultivation of hemp subject to an approved state regulatory scheme and local control. To that end, the state of California enacted California Industrial Hemp Law as codified under Section 81000 et seq. of the California Food and Agriculture Code. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-3 Definitions.

(a) "Accessory structure" means a structure legally permitted under the Colusa County Code that is located on a parcel of property that includes a legally established and inhabited residence. Any accessory structure used for cannabis cultivation under this chapter must have properly permitted power and water sources, must be secured against unauthorized entry and be accessible only through one or more lockable doors, must be constructed of solid opaque, nontranslucent materials that cannot easily be broken through (such as two-inch by four-inch or thicker studs overlain with three-eighths-inch or thicker plywood or equivalent materials), and must have a complete roof enclosure. Plastic sheeting, regardless of gauge, or similar products do not satisfy this solid material requirement and greenhouses are not permitted under this definition of an accessory structure.

(b) "Cannabis" means all parts of the plant genus Cannabis, including its different species or strains, excluding industrial hemp as defined in this chapter, whether growing or not, the resin, or any substance extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, resin, or any substance extracted from the plant and shall include but is not limited to marijuana as defined in California Health and Safety Code Section 11018.

(c) "Cannabis cultivation" means the planting, growing, harvesting, drying, processing, trimming, or storage of cannabis, in any amount, at any location, in any structure or vehicle, whether indoor or outdoor.

(d) "County" means the county of Colusa, or the unincorporated area of the county of Colusa as required by the context.

(e) "Enforcing officer" means the sheriff, the agricultural commissioner, or the community development director, and their respective designees.

(f) "Industrial hemp" means a plant that is limited to types of the plant Cannabis sativa L. having no more than three-tenths of one percent tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seed or resin.

(g) "Industrial hemp cultivation" means the tilling, growing, raising, harvesting, and other cultivation practices of

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industrial hemp, including cultivation of industrial hemp by a seed breeder or an established agricultural research institution.

(h) “Industrial hemp processing” means the storage, including the storage in a vehicle, trailer, or other container waiting transport, refinement, treatment, removal of flowers, or conversion of industrial hemp where a physical, chemical or similar change of the industrial hemp plant occurs. Examples of hemp processing include but are not limited to cooling, freezing, dehydrating, extracting oil, separating the plant into its component parts, or the sorting, cleaning, packing, and storing of products preparatory to sale or shipment.

(i) “Residence” means a private parcel of land with a habitable and properly permitted structure, not a vehicle or trailer, that complies with all state and county residency requirements, and is occupied by a full-time permanent resident age twenty-one or older. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part); Ord. No. 797, § 1: Ord. No. 806, § 1 (Exh. A) (part).)

11-4 Application.

The provisions of this chapter shall apply to activities and property in the unincorporated territory of Colusa County. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-5 Sales, dispensaries and delivery.

The following activities are prohibited and deemed a public nuisance, unless otherwise specifically allowed under this chapter:

(a) The sale of cannabis in any amount;

(b) The operation or establishment of a dispensary or storefront type facility, business, or operation, to distribute or dispense cannabis; and

(c) The delivery of cannabis through a delivery service such as a mobile delivery service or other means. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-6 Personal use cannabis cultivation.

Personal use cannabis cultivation in the county is allowed only under the following conditions:

(a) Cultivation for personal use is limited to individuals age twenty-one or older. The individual must be a full-time permanent resident of the residence at which the cultivation takes place. Cultivation for any other purpose is prohibited except as provided for in section 11-7.

(b) Personal use cultivation is only allowed in a secured, permitted accessory structure, not an inhabited dwelling, located on the same legal parcel as the residence.

(c) Accessory structures must be legally permitted through the Colusa County planning and building department.

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"Legally permitted" means constructed pursuant to all required permits including but not limited to a building, electrical, and/or plumbing permit and building, electrical and/or plumbing permit final from the county building unit. Should the accessory structure not require a building permit because the total area of the structure as determined by the roofline is equal to or less than one hundred twenty square feet, all other required permits including but not limited to an electrical and/or plumbing permit and an electrical and/or plumbing permit final from the county building unit must still be obtained. An accessory structure for personal use cultivation must also meet other requirements including but not limited to odor control filtration, ventilation systems, a water source and other utility and support systems that the county deems in its sole discretion to be required pursuant to state and county codes.

(d) Accessory structures used for personal use cultivation must be permitted and inspected prior to any cultivation.

(e) The accessory structure cannot be located in any front yard setback area and cannot be located between the residence on the parcel and the front yard property line, and must be set back from the side and rear property line at least ten feet.

(f) The accessory structure must be locked and secured to the extent necessary to prevent unauthorized access or access to anyone under the age of twenty-one.

(g) Personal use plants or products must not be visible from the street or neighboring properties.

(h) Personal use cultivation and possession is limited to no more than six plants per residence, no matter the number of occupants at a residence.

(i) Personal use in excess of twenty-eight and one-half grams must be kept in an accessory structure. (Ord. No. 785, § 1 (Exh. A) (part); Ord. No. 797, §§ 2 – 4: Ord. No. 806, § 1 (Exh. A) (part).)

11-7 Commercial cannabis operations.

In addition to limited personal use cannabis cultivation allowed under section 11-6 and industrial hemp operations allowed under section 11-8, and subject to the requirements of this chapter and the issuance by the county of a commercial cannabis cultivation license, the following commercial cannabis operations, including industrial hemp operations, are allowed in certain areas of the county:

(a) Industrial hemp cultivation, nurseries, and processing.

(b) State licensed commercial cannabis operations holding one or more of the following state license classifications under California Business and Professions Code Section 26050(a):

(1) Type1A – Cultivation; Specialty indoor; Small.

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(2) Type 2A – Cultivation; Indoor; Small.

(3) Type 3A – Cultivation; Indoor; Medium.

(4) Type 4 – Cultivation; Nursery.

(5) Type 5A – Cultivation; Indoor; Large.

(6) Type 6 – Manufacturer 1.

(7) Type 7 – Manufacturer 2.

(8) Type 8 – Testing.

(9) Type 11 – Distributor.

(10) Type 12 – Microbusiness. (Ord. No. 797, § 5 (part); Ord. No. 799, § 1: Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.)

11-7.1 Limited areas for commercial cannabis operations.

Commercial cannabis operations may only be operated in the following areas within the county:

(a) Industrial hemp cultivation, nurseries, and processing may be conducted at the same locations and under the same requirements allowed for state licensed commercial cannabis operations.

(b) State licensed commercial cannabis operations, other than industrial hemp cultivation, may only be conducted in an M-2 heavy industrial zoning district, with an existing Regional Water Quality Control Board approved wastewater permit, within the sphere of influence of the city of Colusa for which a city annexation application has been filed with the Colusa local agency formation commission and only on parcels which as of January 7, 2019, have the following county assessor parcel numbers:

017-030-054

017-030-055

017-030-078

017-030-082 through 017-034-084

017-030-094 through 017-034-096

017-130-005 through 017-130-008

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017-130-011 through 017-130-012

017-130-025

017-130-028

017-130-029

017-130-031

017-130-035

017-130-037 through 017-130-040

017-130-043

017-130-068

017-130-075

017-130-084

017-130-085

017-140-001 through 017-140-011

(c) Commercial cannabis operations are not allowed in any area less than six hundred feet from an existing school, church or park, or residence.

(d) Commercial cannabis operations involving the distribution of cannabis are not allowed to distribute or deliver cannabis, any cannabis product, or any product derived from cannabis to any location in the unincorporated portion of the county. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.1.)

11-7.2 County commercial cannabis license.

(a) All commercial cannabis operations in the county are prohibited unless operating under a county commercial cannabis license issued by the county community development director or his designee.

(b) A county commercial cannabis license may only be issued after the community development director has found the following requirements have been met:

(1) Submittal of a complete license application to the community development department on a form provided by the department. License applications shall include the following:

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(A) A site plan, floor plans, and a general description of the nature, square-footage, and type of proposed cannabis operation.

(B) An odor management plan. The plan must detail how the contemplated use will be properly ventilated and exhaust air filtered to neutralize the odor from cannabis so it is not detected by a person with a normal sense of smell outside of the business premises or on an adjoining property.

(C) A security plan describing physical and operational security measures sufficient to deter theft, eliminate diversion, mitigate other potential crime, and appropriately secure cannabis and cannabis derived products. The plan shall provide for a video surveillance system that effectively and clearly records images of the area under surveillance at all times. It will also provide for permanently mounted electronic surveillance cameras in fixed locations placed in such a manner to record activity occurring within twenty feet of all points of entry and exit, areas where cannabis goods are weighed, packed, stored, loaded and unloaded for transportation, prepared or moved in the facility, security rooms, and areas storing the surveillance-system storage device. Camera resolution shall be sufficient to allow for the identification of any person and activities in all areas under surveillance. Furthermore, the surveillance system and plan shall provide for the retention of recorded video images for at least ninety days. The security plan shall be subject to review and approval by the county sheriff in addition to the community development director.

(D) A safety plan including a hazardous materials business plan to the extent required by the county certified unified program agency.

(E) A waste management plan.

(F) Documentation, including copies of title documents, leases, or similar agreements, showing that the person or entity seeking the license owns the real property where the commercial cannabis operation will take place or has permission from the real property owner to engage in a commercial cannabis operation at the proposed site.

(G) Any additional information the community development director in his sole discretion deems necessary to evaluate the proposed commercial cannabis operation.

(2) Payment of a minimum five thousand dollar deposit, or higher, as determined by the community development director depending on the scope of the proposed commercial cannabis operations. The deposit shall be used to reimburse the county's cost for applicable staff time, any consultant time, and all other related expenses to process the license application, including any required investigation and inspections. The county shall provide an itemized accounting for all costs charged against the deposit on a monthly basis. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the

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balance to the initial determined deposit within fourteen days of notice from the county. Should the license be granted, the license processing account shall be automatically converted to a monitoring and inspection account.

(3) Satisfaction of any mitigation measures identified by the community development director to address potential impacts the commercial cannabis operations may have on the community.

(4) Compliance with all County Code requirements, including applicable zoning provisions, any other permitting requirements or authorizations required by law including any permits or authorizations required by the Colusa County air pollution control district, and state law and regulations including whatever temporary, interim or urgency regulations that may be in effect pending the state's consideration and adoption of permanent regulations. Notwithstanding this provision the community development director may issue a temporary or conditional commercial cannabis operations license prior to an applicant obtaining a final state license. (Ord. No. 797 § 5, (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.2.)

11-7.3 County commercial cannabis operations license conditions.

A commercial cannabis operations license will include the following requirements and conditions in addition to any additional requirements the community development director determines in his discretion to be necessary to protect the health, safety, and welfare of the community:

(a) Licensee will comply with all statutes, regulations, and rules governing the disposal of solid and hazardous wastes, including but not limited to those in Public Resource Code Section 40000 et seq.

(b) Licensee shall comply with all state and local laws and regulations.

(c) Licensee shall permit inspections of licensee's facilities and commercial cannabis activities, on quarterly basis or more frequently as may be needed, by the community development director or his designee following twenty-four hours' notice to licensee. Licensee shall make available for review retained video surveillance recordings at the time of inspection or upon demand by the community development director. Inspections will be used to verify compliance with this chapter and license requirements and conditions. Inspection costs, including county staff time, shall be funded by licensee. Licensee will maintain an account with the community development department of at least five thousand dollars to satisfy any county inspection costs as they are incurred for the duration of the license. The county shall provide an itemized accounting for all costs charged against the deposit on a quarterly basis or more frequently dependent upon the inspection schedule. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.2.1.)

11-7.4 County commercial cannabis operations license term, revocation, and renewal.

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(a) Subject to the right of the community development director to revoke a county commercial cannabis operations license as provided for in this section, the license will have a maximum term of two years.

(b) The community development director may revoke a county commercial cannabis operations license at any time as follows:

(1) Immediately without notice in accordance with section 11-17; or

(2) Following completion of applicable notice and appeal procedures provided for in this chapter for the abatement of unlawful cannabis cultivation.

(c) The community development director may renew a license for subsequent one-year terms or less, if the licensee is not in violation of its license terms or this chapter. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.2.2.)

11-7.5 Violations are a public nuisance.

Commercial cannabis operations failing to comply with the County Code, any state law or regulation, or the terms and conditions of a county commercial cannabis license constitute a public nuisance subject to abatement as provided for in this chapter. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.3.)

11-7.6 No property right or entitlement to commercial cannabis operations.

Issuance of a commercial cannabis operations license by the county is not an entitlement or property right. Furthermore, it does not provide immunity or exempt a licensee from any other requirement or restriction under state or federal law. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.4.)

11-7.7 Expiration of provisions allowing commercial cannabis operations.

All Code sections and provisions in this chapter allowing commercial cannabis operations, with the exception of industrial hemp cultivation, will automatically end and no longer be in effect on February 22, 2021, or until the city of Colusa completes its annexation of the area provided for in section 11-7.1(b), whichever comes first. Upon termination of the provisions, any licenses issued under this chapter, with the exception of those licenses allowing industrial hemp cultivation, will automatically be revoked and all unlicensed commercial cannabis operations will be prohibited from operating and constitute a public nuisance subject to abatement under this chapter. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6-1.5.)

11-8 Industrial hemp operations.

In addition to limited personal use cannabis cultivation under section 11-6 and commercial cannabis and industrial hemp operations under section 11-7, industrial hemp operations are allowed in specific limited areas of the county, under certain conditions as provided for in this section. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.1 Limited areas for industrial hemp cultivation, nursery and processing.

(a) Industrial hemp cultivation, including seed production, may only occur on properties zoned foothill agriculture

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(F-A) and exclusive agriculture (E-A) that are a minimum of one and one-half miles away from the following boundaries:

(1) The city of Colusa;

(2) The city of Williams excluding that area within the city south of Abel Road and south of a direct line extending from the western terminus of Abel Road westerly from Abel Road's southern right-of-way line to this line's projected intersection with 7th Street;

(3) Property that is zoned residential single-family (R-1) within the communities of Arbuckle, College City, Grimes, Maxwell, and Princeton as shown on the county's zoning area maps; and

(4) Property that is zoned rural residential (RR) within the community of Stonyford-Lodoga as shown on the county's zoning area map.

(b) Industrial hemp processing shall only be allowed in the same locations and under the same conditions as other agricultural processing uses in the Zoning Code, to the extent the processing does not meet the industrial hemp cultivation community separation and/or residential setback requirements of this section an odor management plan that details how any resulting odor will be neutralized so it is not detected by a person with a normal sense of smell outside of the business premises or on an adjoining property shall be developed. The odor management plan must be submitted and approved by the community development director before any industrial hemp processing can occur.

(c) Industrial hemp nurseries shall only be allowed in the same locations and under the same conditions as other nursery uses in the Zoning Code subject to the following conditions and exceptions:

(1) Nursery plants shall not exceed the greater of thirty inches in height or three months old and in no case shall be allowed to flower on site.

(2) Nursery plants, including plants that are grown for research and plant development by an established agricultural research institution, that would exceed the height, age, and flower status shall be grown pursuant to the industrial hemp cultivation license requirements, including the community separation and residential setback requirements.

(3) A nursery that is producing genetic clones that would meet the height and age requirements of this section with the exception of the mother plants may be allowed subject to the approval by the planning director of an odor management plan that details how the odor will be neutralized so it is not detected by a person with a normal sense of smell outside of the business premises or on an adjoining property prior to the earlier of a building permit issuance or the use commencing.

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(4) The agricultural commissioner has determined that the requirements of section 11-8.2(b)(2) have been met to his/her satisfaction and that the state mandated nursery license requirements for industrial hemp have been met.

(d) Notwithstanding the one-and-one-half-mile community setback requirement detailed in this section, there shall also be a residential setback from an existing off-site residence owned and/or occupied by an inhabitant that is not associated with the cultivation operation as follows:

(1) Five-hundred-foot setback for less than ten acres of cultivated area;

(2) Seven-hundred-fifty-foot setback for ten acres to less than twenty acres of cultivated area; and

(3) One-thousand-foot setback for twenty acres or more of cultivated area. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.2 Industrial hemp cultivation license.

(a) Industrial hemp cultivation operations, including an established agricultural research institution as defined by Section 81000 of the California Food and Agricultural Code, in the county are prohibited unless operating under a county industrial hemp cultivation license issued by the Colusa County community development director or his/her designee.

(b) An industrial hemp license may only be issued after the community development director has found that the following requirements have been met:

(1) The community development department has determined that:

(A) The proposed location of the industrial hemp operation meets the location and separation requirements of this section;

(B) The licensee is either the owner in fee of the land upon which the industrial hemp operations would occur or that a written authorization form approved by the community development director from the owner has been submitted;

(C) A security plan has been submitted and approved by the county sheriff detailing how security will be provided to prevent theft once the crop has begun to flower. The security plan shall detail the signage which identifies that the crop is industrial hemp and other security measures that will be used which may include night-time private security patrols.

(D) The license applicant has made a two thousand five hundred dollar deposit to the community development department to reimburse the county's cost for the applicable staff time and cost to process the industrial hemp license and any sheriff department costs to respond to calls for service.

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The county shall provide an itemized accounting for all costs charged against the deposit on a periodic basis. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. Upon expiration of the license, all remaining funds shall be returned to the applicant.

(2) The Colusa County agricultural commissioner has determined that:

(A) A complete California Department of Food and Agriculture industrial hemp registration application form, or other registration form approved by the Colusa County agricultural commissioner, has been submitted and is ready for approval;

(B) A complete California Department of Food and Agriculture destruction plan form, or other destruction plan form approved by the Colusa County agricultural commissioner, detailing how the crop would be destroyed should it fail to meet the THC limits specified by the Food and Agriculture Code Section 81006(d) et seq. has been submitted and is ready for approval;

(C) The state registration fee amount has been submitted to the Colusa County department of agriculture; and

(D) A minimum two thousand five hundred dollar deposit, or higher as determined by the agricultural commissioner depending on the scope of the proposed industrial hemp operations, has been paid to the Colusa County department of agriculture. The deposit shall be used to reimburse the county for all unreimbursed costs for all applicable staff time, any consultant time, and all other related expenses to process the license application, including any required investigation and inspections. The county shall provide an itemized accounting for all costs charged against the deposit on a periodic basis. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. Should the license be granted, the license processing account shall be automatically converted to a monitoring and inspection account. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.3 Industrial hemp conditions.

All industrial hemp operations shall comply with the following requirements in addition to any additional license conditions that the community development director and/or agricultural commissioner determine in their discretion to be necessary to protect the health, safety, and welfare of the community:

(a) The operator shall comply with all State law and regulatory requirements including whatever temporary, interim or urgency regulations that may be in effect pending the state's consideration and adoption of permanent industrial hemp regulations.

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(b) The operator shall comply with all County Code provisions, zoning requirements, and any other permitting requirements detailed in this chapter.

(c) The operator shall permit inspections of licensee's facilities and industrial hemp operations, on an as-needed basis, by the community development or agriculture departments. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.4 Industrial hemp license term, revocation, and renewal.

(a) Subject to the right of the community development director to revoke a county industrial hemp license as provided for in this section, the license will have a maximum term of one year.

(b) The community development director may revoke a county industrial hemp license at any time as follows:

(1) Immediately without notice in accordance with section 11-17; or

(2) Following completion of applicable notice and appeal procedures provided for in this chapter for the abatement of unlawful industrial hemp operation. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.5 Violations are a public nuisance.

Industrial hemp operations failing to comply with the County Code, any state law or regulation, or the terms and conditions of an industrial hemp license, constitute a public nuisance subject to abatement as provided for in this chapter or chapter 42. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.6 No property right or entitlement for industrial hemp.

Issuance of an industrial hemp license by the county is not an entitlement or property right. Furthermore, it does not provide immunity or exempt a licensee from any other requirement or restriction under state or federal law. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.7 Limitation on the number of industrial hemp licenses.

A maximum of twenty industrial hemp licenses or licenses totaling no more than three thousand acres shall be issued in any calendar year. The community development director and agricultural commissioner shall develop the application submittal process to ensure that the number of applicants and the proposed cultivated acreage for any calendar year is not exceeded. Should there be more than twenty applications and/or more than three thousand acres proposed to be cultivated in any calendar year, the community development director and the agricultural commissioner shall develop the applicant selection process and the manner in which the acreage will be distributed among the applicants. (Ord. No. 806, § 1 (Exh. A) (part).)

11-9 Public nuisance.

(a) Any activity involving cannabis or industrial hemp in Colusa County must comply with the requirements in this chapter and state law or it is deemed a public nuisance.

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(b) Any person owning, leasing, occupying, or having charge or possession of any real property within the county who causes, allows, or permits such property to be used for any activity involving cannabis or industrial hemp in violation of this chapter or state law is deemed to be maintaining a public nuisance. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part). Formerly 11-6: Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-7.)

11-10 Notice to abate unlawful cannabis or industrial hemp activities.

(a) Whenever the enforcing officer determines that there exists a violation of this chapter, the enforcing officer is authorized to provide the person(s) who the enforcing officer believes is violating this chapter, including the property owner(s) and occupants of real property where a violation is occurring, with a notice to abate unlawful cannabis or industrial hemp activities.

(b) Notwithstanding any other provision of this chapter or the Colusa County Code, the enforcing officer and the county are not precluded from taking any other enforcement action, without notice, consistent with and in response to violations of state law. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-8.)

11-11 Contents of notice to abate unlawful cannabis or industrial hemp activities.

A notice to abate unlawful cannabis or industrial hemp activities shall be in writing and include the following:

(a) The name of the property owner(s), as well as any known tenant, lessee, or occupant of the property;

(b) The address or location of the violation;

(c) A general description of the violation;

(d) A statement that the unlawful activity must be abated within five calendar days after the date that the notice is served;

(e) The date of service;

(f) A statement that the violation determination may, within five calendar days after the date the notice was served, be appealed by providing the clerk of the board of supervisors with a request in writing for a hearing to appeal the determination of the enforcing officer;

(g) A statement that unless an appeal hearing is requested within the time prescribed in the notice, the enforcing officer will abate the nuisance at the expense of those determined by the enforcing officer to have violated this chapter. It shall also state that the abatement costs, including administration costs, may be made a special assessment added to the county assessment roll and become a lien on the real property where the violation has occurred, on the real property owned by those persons violating this chapter, or be placed on the unsecured roll. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

11-9.)

11-12 Service of notice to abate unlawful cannabis or industrial hemp activities.

The notice to abate may be served in the following ways or in combination:

(a) By certified mail to the property address and to any additional address on file with the county assessor's office.

(b) By posting the notice on the property where the violation is occurring in a visible location, so long as the notice is also served by certified mail to the legal owner of the property as determined by the records of the county assessor. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-10.)

11-13 Appeal hearing.

(a) Any person served with a notice may appeal the determination of the enforcing officer.

(b) An appeal under this section may be commenced by filing a written request for hearing with the clerk of the board of supervisors within five calendar days after the date the notice of violation was served. The five-day limitation is jurisdictional and may not be waived. The request shall include a statement of facts supporting the appeal.

(c) Upon timely receipt of a written request for hearing, the clerk shall set a hearing not less than five calendar days nor more than twenty calendar days from the date the request was filed. Notice of the hearing shall be served via certified mail by the clerk and posted on the property by the enforcing officer.

(d) Hearings will be conducted by a hearing officer designated by the board of supervisors and need not be conducted according to the strict technical rules of evidence concerning witnesses and hearsay, although the hearing officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

(e) The hearing officer may continue the appeal hearing upon a showing of good cause by the requesting party. Only one continuance may be granted.

(f) The hearing officer shall consider the matter de novo and may affirm, reverse or modify the determination made by the enforcement officer. The decision of the hearing officer shall be final and conclusive.

(g) The decision of the hearing officer shall be served by certified mail on all interested parties within seven calendar days of the hearing.

(h) The decision of the hearing officer shall be served by certified mail to the property address, any additional address of the property owner listed with the county assessor's office, counsel of record for any party, the

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

sheriff, and the county counsel's office. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-11.)

11-14 Administrative penalties.

In addition to any other remedies provided by the County Code or state law, the following civil penalties are imposed for each violation under this chapter: five hundred dollars per day from the date of the notice to abate the unlawful cannabis or industrial hemp cultivation is posted on the property, and continuing for each day that violation continues to exist. The property owner and any lessee, tenant, or occupant will be jointly and severally liable for any violations under this chapter. (Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-12.)

11-15 Costs.

In any action brought to enforce this chapter, whether by administrative proceedings, judicial proceedings or summary abatement, each person who violates this chapter shall be liable to the county for all costs incurred by the county, including but not limited to administrative costs, enforcement costs, investigation costs, costs of abatement, costs to compel abatement, costs for appeal, and any collection costs. These costs shall include reasonable attorneys' fees to the prevailing party in those actions or proceedings in which the county elects, at the initiation of the action or proceeding, to seek recovery of its attorneys' fees. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-13.)

11-16 Special assessments and liens.

The board of supervisors may order that costs incurred by the county as provided for in section 11-15 be placed upon the county tax roll by the county auditor as a special assessment against any respective real property, or placed on the unsecured roll. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-14.)

11-17 Summary abatement.

Notwithstanding any other provision in this chapter, when any unlawful cannabis or industrial hemp cultivation is an immediate threat to the public health or safety, the enforcing officer may direct any officer or employee of the county to summarily abate the nuisance without notice. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-15.)

Attachment: Attachment #1 - Chapter 11 CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND

COUNTY OF COLUSA, CA **8.2**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Community Development**

FROM: **Greg Plucker**

SUBJECT: **Industrial Hemp Ordinance Amendment**

Introduction, by title only, of a proposed Ordinance amending certain Industrial Hemp provisions of Chapter 11of the Colusa County Code or alternatively an amendment that would add Industrial Hemp Cultivation in the Upland Conservation (U-C) zoning district.

Detailed Description/Background of request

In January of 2020, the Board approved an ordinance amendment to Chapter 11 (Marijuana Cultivation, Related Possession, and Sales) of the County Code to permit limited industrial hemp operations in Colusa County. In 2020, 6 licenses totaling some 790 acres were approved. However, because of the lack of production facilities and constrained sale's opportunities, only 2 license holders planted industrial hemp totaling approximately 23 acres.

The ordinance included a 20-license and 3,000-acre limitation in order to allow Industrial Hemp cultivation on a moderate scale but also to help determine if there were any unintended consequences. In 2020, County staff did not receive any odor complaints and no security issues were identified. However, staff did identify a number of amendments to the ordinance to help address potential issues with Industrial Hemp post-harvest processing and to enhance compliance provisions.

At the Board's January 5, 2021 meeting, County staff presented an informational update to the Board on the 2020 cultivation activities and staff's recommendations for several ordinance amendments. At the meeting, a property owner also provided input and recommended that Industrial Hemp cultivation be allowed on property zoned Upland Conversation (U-C). Subsequent to the meeting, County staff met with the Board's Industrial Hemp ad-hoc committee (Supervisors Carter and Boes) to discuss the proposed recommendations.

The ad-hoc committee concurred with staff's recommended changes regarding a Industrial Hemp processing license requirement and the enhanced compliance provisions. In addition, staff discussed that the actual processing costs of the Community Development Department and the Agricultural Commissioner's Office were much less than anticipated. As a result a recommendation was developed to

eliminate the Agricultural Commissioner's $2,500 processing deposit and to just have one $2,500 deposit for all of the County's processing, inspection, and testing costs submitted to the Community Development Department. All of the County's cost would be paid for by this one deposit.

During the ad-hoc committee's discussion, the committee also discussed allowing industrial hemp processing on properties zoned Upland Conversation (U-C). Attachment #1 (County-Wide Permitted Zoning with U-C) shows the E-A and F-A zoning districts county-wide which allows the cultivation of Industrial Hemp as well as the location of land zoned with the U-C zoning designation. As is shown, the U-C zoning designation is limited to the Stonyford/East Park area. Attachment #2 (Enlarged Permitted Zoning with U-C) shows an enlargement of the zoning in the Stonyford/East Park area, which includes U-C zoning designated lands.

Per the zoning code, the purpose of the U-C zoning designation is to protect the mountain and upland foothill areas where forestry, mining, grazing, and recreational uses are natural and desirable uses. The U-C zone is intended to provide protection in these areas of the County from man-made fire and erosion hazards, pollution, and other detrimental effects of incompatible land uses. The purpose of the F-A zone is to protect, support, and maintain a viable, long-term agricultural sector in areas of the County with soil types that are not optimal for crop production. The F-A zone is intended to be applied in areas where agricultural activities such as grazing, orchards, and vineyards are the natural and desirable primary land use, and where the protection of agriculture from the encroachment of incompatible land uses is essential to the general welfare and economic prosperity of the County.

As shown on the attached zoning maps, properties zoned the U-C zoning district are interspersed amongst properties zoned F-A. The F-A zoning district was established during the 2014 county-wide zoning code update. At that time, these properties were zoned the "A-P" (Agricultural Preserve) zoning designation because the properties were subject to Williamson Act contracts and were rezoned to the F-A zoning district with the 2014 zoning amendment. In 2014, properties that were not in the Williamson Act retained the U-C zoning designation from the 1991 zoning ordinance.

During the committee's discussion, the committee discussed amending Chapter 11 to allow Industrial Hemp cultivation in the U-C zoning designation given the similarity of the geography between land zoned U-C and F-A and the similarity of the development standards and allowed uses. With respect to the topography, the area is characterized by gentle to steep slopes with separating valley floors. Much of the area has never been cultivated. Accordingly, pursuant to Section 9-2 of the County Code, before any cultivation (Industrial Hemp or other crop) can occur that would disturb more than five (5) acres of land, a grading permit would need to be approved. With respect to development standards or permitted uses, the only difference between the F-A and U-C zoning districts is that in the U-C zoning district agriculture auction and sales yard would require a minor use permit from the Zoning Administrator where in the F-A zoning district this is a permitted use.

During the committee's discussion, staff also suggested that it may be appropriate to

consider reviewing the potential of rezoning the U-C land to F-A given the similarity between the landform and the zoning regulations between the two zoning designations; especially since the only U-C designated land in the County is located in the Stonyford/East Park reservoir area. If this was desirable, the Board may wish to refer this matter to the Board's land use committee that was involved with the 2014 zoning ordinance update. During the 2014 zoning ordinance update, Supervisors Carter and Evans were involved in a committee that conducted a preliminary review of the proposed zoning regulations as the public draft was being developed.

Staff has included two draft ordinances as attachments. The first ordinance does not include the ability of cultivating Industrial Hemp on lands zoned U-C while the second does. Depending on the Board's preference, the Board would introduce the applicable ordinance amendment.

Upon Board decision the Clerk will publish and post a Notice of Public Hearing for the March 2, 2021 meeting.

Prior Board Action

In November of 2015 Chapter 11 (Marijuana Cultivation, Related Possession, and Sales) was added to the County Code.

In May of 2017 the Board appointed an Ad Hoc Committee to study the potential of amending the County's ordinance to allow cannabis operations in the County.

In October of 2017 the Ad Hoc Committee presented its report to the entire Board and the Board subsequently directed staff to conduct a public outreach effort to hear directly from the community their views of cannabis cultivation in the County.

In December of 2017 the Board approved a contract with DeNovo to conduct 5 public workshops and a survey.

In February of 2018 the Board approved a contract amendment with DeNovo to add two additional public workshops.

In May of 2018 DeNovo gave a presentation to the Board on the community-wide cannabis workshops and survey.

In June of 2018 the Board considered a potential advisory ballot measure concerning commercial cannabis regulations in the County.

In August of 2018 the Board provided direction to staff on the submittal of a comment letter to the State concerning proposed regulations for the Bureau of Cannabis Control.

In November of 2018 staff provided an informational report on State amendments to the existing State cannabis laws.

In December of 2018/January of 2019 the Board approved an amendment to Chapter

11 to allow limited cannabis operations in the Colusa Industrial Park.

On April 30, 2019, staff presented an information report on industrial hemp to the Board.

On January 22, 2019, the Board approved an amendment to Chapter 11 (Marijuana Cultivation, Related Possession, and Sales) of the County Code to allow limited commercial cannabis operations for indoor cultivation, processing and distribution of cannabis in a limited geographical area of the County that is the subject to a City of Colusa's proposed annexation.

On May 14, 2019, the Board conducted a public hearing on the first reading of an ordinance amending Chapter 11 to add cultivation nurseries (Type 4) and testing facilities (Type 8) to the list of allowed license types.

On May 28, 2019, the Board approved the second reading of the ordinance amending Chapter 11 to add cultivation nurseries (Type 4) and testing facilities (Type 8) to the list of allowed license types.

On January 5, 2021, The Board received an staff information report on the 2020 Industrial Hemp activities in the County.

Fiscal Impact/Funding Source

There is no anticipated fiscal impact.

Action for the Clerk

None at this time.

ATTACHMENTS:

- Chapter 11 Amendment Industrial Hemp Without UC Zoning (DOCX)
- Chapter 11 Amendment Industrial Hemp With U-C Zoning (DOCX)
- Chapter 11 Red-Lined Industrial Hemp Update With U-C Zoning Annotated (DOCX)
- Attachment #1 Countywide Industrial Hemp Zoning Including U-C Zoning (PDF)
- Attachment #2 Enlarged Stonford/East Park Industrial Hemp Zoning Including U-C Zoning (PDF)

ORDINANCE NO. _____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS AMENDING CHAPTER 11 OF THE COLUSA COUNTY CODE REGARDING AMENDING CERTAIN INDUSTRIAL HEMP PROVISIONS INCLUDING A PROCESSOR LICENSE, LICENSE PROCESSING DEPOSITS, AND COMPLIANCE PROVISIONS

The Board of Supervisors for the County of Colusa ordains as follows:

SECTION 1

Section 11-8.1(b)(1) is hereby added to read as follows:

(1) Prior to the commencement of an industrial hemp processing use, an industrial hemp processing license shall be issued by the community development director for said use. To obtain an industrial hemp processing license, an application shall be submitted to the director detailing the processing details, the source of the industrial hemp with proof that is was grown under a valid State registration and any required local jurisdiction approval, and local jurisdiction testing verifying the that the level of tetrahydrocannabinol (THC) is no more than three-tenths of one percent. The director shall determine the form of the application.

SECTION 2

Section 11-8.2(b)(2)(D) is hereby amended to read as follows:

(D) The two thousand five hundred dollar deposit submitted to the community development department pursuant to this section may also be used to reimburse the county for all unreimbursed costs for all staff time, any consultant time, and all other related expenses to process and monitor the license application, including any required investigations, inspections, and testing.

SECTION 3

Section 11-8.3 is hereby amended to read as follows and Sections 11-8.3(a), (b), and (c) shall remain unchanged:

All industrial hemp operations, including industrial hemp processing, shall comply with the following requirements in addition to any additional license conditions that the community development director and/or agricultural commissioner determine in their discretion to be necessary to protect the health, safety, and welfare of the community:

Attachment: Chapter 11 Amendment Industrial Hemp Without UC Zoning (6371 : Industrial Hemp Ordinance Amendment)

SECTION 4

Section 11-8.4(c) is hereby added to read as follows:

(c) The community development director may in their discretion not issue an industrial hemp license for a property or applicant when said property owner or applicant failed to reasonably correct a written notice of code violation involving an industrial hemp license or County code provisions in the preceding twelve months. The decision to withhold an industrial hemp license may be appealed pursuant to Section 44-1.80.080 of the County Code.

SECTION 5

This ordinance is exempt from the California Environmental Quality Act (CEQA) because it is not a project under CEQA. Additionally, if it were deemed a project it would be categorically exempt under California Code of Regulations Title 14, Division 6, Chapter 3 Section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3) because there is no possibility that the project may have a significant effect on the environment.

SECTION 6

The provisions of Chapter 11 are severable and if any provision of Chapter 11 or its application in a particular circumstance is held invalid, the remainder of the Chapter, including the application of such part or provision in another circumstance, will not be affected and will continue in full force. The Board of Supervisors declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase in Chapter 11 irrespective of the fact that any one, or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

SECTION 7

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

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Attachment: Chapter 11 Amendment Industrial Hemp Without UC Zoning (6371 : Industrial Hemp Ordinance Amendment)

Introduced at a regular meeting of the Board of Supervisors held on the 16th day of February, 2021, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the _____ day of _____, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Boad Chair
Colusa County Board of Supervisors

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

By _____
Ann Nordyke, Chief Deputy

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: Chapter 11 Amendment Industrial Hemp Without UC Zoning (6371 : Industrial Hemp Ordinance Amendment)

ORDINANCE NO. _____

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS AMENDING CHAPTER 11 OF THE COLUSA COUNTY CODE REGARDING AMENDING CERTAIN INDUSTRIAL HEMP PROVISIONS INCLUDING A PROCESSOR LICENSE, LICENSE PROCESSING DEPOSITS, AND COMPLIANCE PROVISIONS

The Board of Supervisors for the County of Colusa ordains as follows:

SECTION 1

Section 11-8.1(b)(1) is hereby added to read as follows:

(1) Prior to the commencement of an industrial hemp processing use, an industrial hemp processing license shall be issued by the community development director for said use. To obtain an industrial hemp processing license, an application shall be submitted to the director detailing the processing details, the source of the industrial hemp with proof that is was grown under a valid State registration and any required local jurisdiction approval, and local jurisdiction testing verifying the that the level of tetrahydrocannabinol (THC) is no more than three-tenths of one percent. The director shall determine the form of the application.

SECTION 2

Section 11-8.2(b)(2)(D) is hereby amended to read as follows:

(D) The two thousand five hundred dollar deposit submitted to the community development department pursuant to this section may also be used to reimburse the county for all unreimbursed costs for all staff time, any consultant time, and all other related expenses to process and monitor the license application, including any required investigations, inspections, and testing.

SECTION 3

Section 11-8.3 is hereby amended to read as follows and Sections 11-8.3(a), (b), and (c) shall remain unchanged:

All industrial hemp operations, including industrial hemp processing, shall comply with the following requirements in addition to any additional license conditions that the community development director and/or agricultural commissioner determine in their discretion to be necessary to protect the health, safety, and welfare of the community:

Attachment: Chapter 11 Amendment Industrial Hemp With U-C Zoning (6371 : Industrial Hemp Ordinance Amendment)

SECTION 4

Section 11-8.4(c) is hereby added to read as follows:

(c) The community development director may in their discretion not issue an industrial hemp license for a property or applicant when said property owner or applicant failed to reasonably correct a written notice of code violation involving an industrial hemp license or County code provisions in the preceding twelve months. The decision to withhold an industrial hemp license may be appealed pursuant to Section 44-1.80.080 of the County Code.

SECTION 5

Section 11-8.1(a) is hereby amended to read as follows and Sections 11-8.1(a)(1), (2), (3) and (4) shall remain unchanged:

(a) Industrial hemp cultivation, including seed production, may only occur on properties zoned foothill agriculture (F-A), exclusive agriculture (E-A), and upland conservation (U-C) that are a minimum of one and one-half miles away from the following boundaries:

SECTION 6

This ordinance is exempt from the California Environmental Quality Act (CEQA) because it is not a project under CEQA. Additionally, if it were deemed a project it would be categorically exempt under California Code of Regulations Title 14, Division 6, Chapter 3 Section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15061(b)(3) because there is no possibility that the project may have a significant effect on the environment.

SECTION 7

The provisions of Chapter 11 are severable and if any provision of Chapter 11 or its application in a particular circumstance is held invalid, the remainder of the Chapter, including the application of such part or provision in another circumstance, will not be affected and will continue in full force. The Board of Supervisors declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase in Chapter 11 irrespective of the fact that any one, or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be held unconstitutional, invalid or unenforceable.

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Attachment: Chapter 11 Amendment Industrial Hemp With U-C Zoning (6371 : Industrial Hemp Ordinance Amendment)

SECTION 8

This ordinance shall become effective thirty (30) days after its passage. It shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Colusa, State of California, within fifteen (15) days after its passage.

Introduced at a regular meeting of the Board of Supervisors held on the 16th day of February, 2021, and passed and adopted by the Board of Supervisors of the County of Colusa, State of California, on the _____ day of _____, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

_____
Gary J. Evans, Boad Chair
Colusa County Board of Supervisors

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

By _____
Ann Nordyke, Chief Deputy

APPROVED AS TO FORM:

_____
Marcos A. Kropf, County Counsel

Attachment: Chapter 11 Amendment Industrial Hemp With U-C Zoning (6371 : Industrial Hemp Ordinance Amendment)

Chapter 11

CANNABIS AND INDUSTRIAL HEMP CULTIVATION, PROCESSING, RELATED POSSESSION, AND SALES

Sections:

11-1 Authority and title.
11-2 Findings and purpose.
11-3 Definitions.
11-4 Application.
11-5 Sales, dispensaries and delivery.
11-6 Personal use cannabis cultivation.
11-7 Commercial cannabis operations.
11-7.1 Limited areas for commercial cannabis operations.
11-7.2 County commercial cannabis license.
11-7.3 County commercial cannabis operations license conditions.
11-7.4 County commercial cannabis operations license term, revocation, and renewal.
11-7.5 Violations are a public nuisance.
11-7.6 No property right or entitlement to commercial cannabis operations.
11-7.7 Expiration of provisions allowing commercial cannabis operations.
11-8 Industrial hemp operations.
11-8.1 Limited areas for industrial hemp cultivation, nursery and processing.
11-8.2 Industrial hemp cultivation license.
11-8.3 Industrial hemp conditions.
11-8.4 Industrial hemp license term, revocation, and renewal.
11-8.5 Violations are a public nuisance.
11-8.6 No property right or entitlement for industrial hemp.
11-8.7 Limitation on the number of industrial hemp licenses.
11-9 Public nuisance.
11-10 Notice to abate unlawful cannabis or industrial hemp activities.
11-11 Contents of notice to abate unlawful cannabis or industrial hemp activities.
11-12 Service of notice to abate unlawful cannabis or industrial hemp activities.
11-13 Appeal hearing.
11-14 Administrative penalties.
11-15 Costs.
11-16 Special assessments and liens.
11-17 Summary abatement.

11-1 Authority and title.

The board of supervisors for the county of Colusa enacts this chapter under the authority granted to the county by Article XI, Section 7 of the California Constitution, Health and Safety Code Section 11362.83, Government Code Section 25845, Sections 19315 and 19316 of the Medical Marijuana Regulation and Safety Act (AB 266) the Adult Use of Marijuana Act (Proposition 64), California Food and Agriculture Code Sections 81000 et. seq. and the Federal Agricultural Improvement Act of 2018. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-2 Findings and purpose.

The Colusa County board of supervisors finds and declares the following:

(a) The purpose and intent of this chapter is to regulate cannabis cultivation in a manner consistent with state and federal law; promote the health, safety and general welfare of the residents in the unincorporated territory of Colusa County; and prevent potential adverse impacts from cannabis cultivation.

Attachment: Chapter 11 Red-Lined Industrial Hemp Update With U-C Zoning Annotated (6371 : Industrial Hemp Ordinance Amendment)

(b) In 1996 California voters approved Proposition 215, the Compassionate Use Act of 1996 (CUA), codified as California Health and Safety Code Section 11362.5. The CUA is limited in scope. It only provides a limited immunity and defense from criminal prosecution for certain crimes related to the possession and cultivation of cannabis by qualified patients and their primary caregivers. The CUA does not supersede legislation prohibiting persons from engaging in conduct that endangers or affects others. Additionally, the CUA does not create an affirmative right to possess or cultivate cannabis.

(c) In 2004 the Legislature enacted Senate Bill 420, the Medical Marijuana Program (MMP), codified as California Health and Safety Code Section 11362.7 et seq. The MMP was meant to clarify the scope of the CUA and provide qualifying patients and primary caregivers, who collectively or cooperatively cultivate cannabis for medical purposes, a limited defense to certain state criminal statutes. The MMP does not create an affirmative right to possess or cultivate cannabis.

(d) On October 9, 2015, the Governor signed into law AB 266, the Medical Marijuana Regulation and Safety Act (MMRSA). Generally, the MMRSA provides for the licensure and regulation of medical cannabis. It also establishes the Bureau of Medical Marijuana Regulation. The MMRSA does not create an affirmative right to possess or cultivate cannabis.

(e) Effective November 9, 2016, California voters approved Proposition 64, the Adult Use of Marijuana Act (AUMA). AUMA legalizes specified personal use and cultivation of cannabis for adults twenty-one years of age or older under state law. AUMA authorizes the county to enact and enforce reasonable regulations regarding the possession and cultivation of cannabis within the county.

(f) Neither the CUA, MMP, MMRSA, or AUMA gives anyone the right to cultivate cannabis anywhere they choose or free of local regulation. Health and Safety Code Section 11362.5(b)(2) specifically provides that the CUA does not supersede any legislation intended to prohibit conduct that endangers others. Further, Health and Safety Code Section 11362.83 expressly allows counties to adopt and enforce ordinances that are consistent with the MMP. Additionally, Section 19315 of the MMRSA specifically provides that the MMRSA shall not be interpreted to supersede or limit local ordinances. Similarly, Section 19316 of the MMRSA affirms the right of the county to adopt ordinances regulating cannabis cultivation. Health and Safety Code Section 11362.2 also provides that the county may enact and enforce reasonable regulations regarding the possession or cultivation of cannabis.

(g) Regardless of state law, the possession and cultivation of cannabis, whether used for medical purposes or not, is unlawful under the Federal Controlled Substances Act (21 U.S.C. 801 et seq.). Cannabis is classified as a Schedule I drug. As a Schedule I drug, cannabis is deemed under the law to have a high potential for abuse, no currently accepted medical use, and it has not been accepted as safe for use under medical supervision. The Federal Controlled Substances Act makes it unlawful for any person to cultivate, manufacture, distribute, or dispense cannabis. The Federal Controlled Substances Act does not exempt the cultivation, manufacture, distribution, dispensation, transportation, or possession of cannabis for medical or any other purpose.

(h) As recognized by the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use, the cultivation of cannabis in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime. Nothing in the Guidelines or any other provision of law mandates local governments, such as Colusa County, to allow, sanction or permit the establishment or operation of facilities cultivating or dispensing cannabis within their jurisdiction whether for medical or any other purpose.

(i) The unregulated cultivation of cannabis in the unincorporated area of Colusa County can adversely affect the health, safety, and well-being of its residents. The regulation of cannabis cultivation in Colusa County is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and to preserve the use of limited water resources.

(j) The cultivation of cannabis increases the risk of trespassing, burglary, and acts of violence in connection with the commission of such crimes or the occupants' attempts to prevent such crimes at locations where it is cultivated. Similarly, locations where cultivation is taking place are also more prone to be attractive nuisances and interfere with

Attachment: Chapter 11 Red-Lined Industrial Hemp Update With U-C Zoning Annotated (6371 : Industrial Hemp Ordinance Amendment)

the quiet enjoyment by other property owners in the area, due to offensive odors and increased growing activities at various times of the year.

(k) Cultivation of cannabis is often associated with violations of local, state and federal environmental laws and pesticide regulations. These violations threaten harm to local waterways, groundwater quality, and endanger the public health and safety.

(l) Indoor cannabis cultivation presents potential health and safety risks to those living within a structure where cannabis is grown, especially children. These risks include, but are not limited to, potential property crimes, increased risk of fires from grow light systems, and exposure to fertilizers, pesticides, and anti-fungus agents.

(m) The United States Bureau of Reclamation, which controls a significant portion of the water used by the residents of Colusa County, prohibits the use of any federally controlled water for the cultivation of cannabis crops.

(n) Water for cannabis cultivation may be illegally diverted from local creeks, streams, and rivers. These diversions unreasonably deprive downstream users of beneficial water sources. Such diversions may also impact water supplies, harm ecosystems, and negatively affect threatened or endangered species.

(o) There are no fertilizers or pesticides approved for use in cannabis cultivation. The unapproved use of such fertilizers and pesticides may unreasonably increase the concentration of such chemicals in storm water runoff, impacting local creeks, streams and rivers.

(p) The limited immunity from certain state cannabis laws does not confer the right to create or maintain a public nuisance. Similarly, a limited immunity does not abrogate the right and duty of the county to regulate cannabis cultivation in the unincorporated portions of the county. Through the adoption of this chapter, the county aims to prevent the adverse effects caused by the unregulated cultivation of cannabis in the county.

(q) In December 2018 the Federal Agricultural Improvement Act of 2018 (“Act”) otherwise known as the “2018 Farm Bill” was signed into law. The Act removes cannabis having a THC content of three-tenths of one percent or less otherwise referred to as “hemp” from the list of prohibited Schedule I drugs under the Federal Controlled Substances Act.

(r) The Act allows the legal cultivation of hemp subject to an approved state regulatory scheme and local control. To that end, the state of California enacted California Industrial Hemp Law as codified under Section 81000 et seq. of the California Food and Agriculture Code. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-3 Definitions.

(a) “Accessory structure” means a structure legally permitted under the Colusa County Code that is located on a parcel of property that includes a legally established and inhabited residence. Any accessory structure used for cannabis cultivation under this chapter must have properly permitted power and water sources, must be secured against unauthorized entry and be accessible only through one or more lockable doors, must be constructed of solid opaque, nontranslucent materials that cannot easily be broken through (such as two-inch by four-inch or thicker studs overlain with three-eighths-inch or thicker plywood or equivalent materials), and must have a complete roof enclosure. Plastic sheeting, regardless of gauge, or similar products do not satisfy this solid material requirement and greenhouses are not permitted under this definition of an accessory structure.

(b) “Cannabis” means all parts of the plant genus Cannabis, including its different species or strains, excluding industrial hemp as defined in this chapter, whether growing or not, the resin, or any substance extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, resin, or any substance extracted from the plant and shall include but is not limited to marijuana as defined in California Health and Safety Code Section 11018.

(c) “Cannabis cultivation” means the planting, growing, harvesting, drying, processing, trimming, or storage of cannabis, in any amount, at any location, in any structure or vehicle, whether indoor or outdoor.

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(d) “County” means the county of Colusa, or the unincorporated area of the county of Colusa as required by the context.

(e) “Enforcing officer” means the sheriff, the agricultural commissioner, or the community development director, and their respective designees.

(f) “Industrial hemp” means a plant that is limited to types of the plant Cannabis sativa L. having no more than three-tenths of one percent tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seed or resin.

(g) “Industrial hemp cultivation” means the tilling, growing, raising, harvesting, and other cultivation practices of industrial hemp, including cultivation of industrial hemp by a seed breeder or an established agricultural research institution.

(h) “Industrial hemp processing” means the storage, including the storage in a vehicle, trailer, or other container waiting transport, refinement, treatment, removal of flowers, or conversion of industrial hemp where a physical, chemical or similar change of the industrial hemp plant occurs. Examples of hemp processing include but are not limited to cooling, freezing, dehydrating, extracting oil, separating the plant into its component parts, or the sorting, cleaning, packing, and storing of products preparatory to sale or shipment.

(i) “Residence” means a private parcel of land with a habitable and properly permitted structure, not a vehicle or trailer, that complies with all state and county residency requirements, and is occupied by a full-time permanent resident age twenty-one or older. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part); Ord. No. 797, § 1: Ord. No. 806, § 1 (Exh. A) (part).)

11-4 Application.
The provisions of this chapter shall apply to activities and property in the unincorporated territory of Colusa County. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-5 Sales, dispensaries and delivery.
The following activities are prohibited and deemed a public nuisance, unless otherwise specifically allowed under this chapter:

(a) The sale of cannabis in any amount;

(b) The operation or establishment of a dispensary or storefront type facility, business, or operation, to distribute or dispense cannabis; and

(c) The delivery of cannabis through a delivery service such as a mobile delivery service or other means. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part).)

11-6 Personal use cannabis cultivation.
Personal use cannabis cultivation in the county is allowed only under the following conditions:

(a) Cultivation for personal use is limited to individuals age twenty-one or older. The individual must be a full-time permanent resident of the residence at which the cultivation takes place. Cultivation for any other purpose is prohibited except as provided for in section 11-7.

(b) Personal use cultivation is only allowed in a secured, permitted accessory structure, not an inhabited dwelling, located on the same legal parcel as the residence.

(c) Accessory structures must be legally permitted through the Colusa County planning and building department. “Legally permitted” means constructed pursuant to all required permits including but not limited to a building, electrical, and/or plumbing permit and building, electrical and/or plumbing permit final from the county building unit.

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Should the accessory structure not require a building permit because the total area of the structure as determined by the roofline is equal to or less than one hundred twenty square feet, all other required permits including but not limited to an electrical and/or plumbing permit and an electrical and/or plumbing permit final from the county building unit must still be obtained. An accessory structure for personal use cultivation must also meet other requirements including but not limited to odor control filtration, ventilation systems, a water source and other utility and support systems that the county deems in its sole discretion to be required pursuant to state and county codes.

(d) Accessory structures used for personal use cultivation must be permitted and inspected prior to any cultivation.

(e) The accessory structure cannot be located in any front yard setback area and cannot be located between the residence on the parcel and the front yard property line, and must be set back from the side and rear property line at least ten feet.

(f) The accessory structure must be locked and secured to the extent necessary to prevent unauthorized access or access to anyone under the age of twenty-one.

(g) Personal use plants or products must not be visible from the street or neighboring properties.

(h) Personal use cultivation and possession is limited to no more than six plants per residence, no matter the number of occupants at a residence.

(i) Personal use in excess of twenty-eight and one-half grams must be kept in an accessory structure. (Ord. No. 785, § 1 (Exh. A) (part); Ord. No. 797, §§ 2 – 4: Ord. No. 806, § 1 (Exh. A) (part).)

11-7 Commercial cannabis operations.
In addition to limited personal use cannabis cultivation allowed under section 11-6 and industrial hemp operations allowed under section 11-8, and subject to the requirements of this chapter and the issuance by the county of a commercial cannabis cultivation license, the following commercial cannabis operations, including industrial hemp operations, are allowed in certain areas of the county:

(a) Industrial hemp cultivation, nurseries, and processing.

(b) State licensed commercial cannabis operations holding one or more of the following state license classifications under California Business and Professions Code Section 26050(a):

(1) Type1A – Cultivation; Specialty indoor; Small.

(2) Type 2A – Cultivation; Indoor; Small.

(3) Type 3A – Cultivation; Indoor; Medium.

(4) Type 4 – Cultivation; Nursery.

(5) Type 5A – Cultivation; Indoor; Large.

(6) Type 6 – Manufacturer 1.

(7) Type 7 – Manufacturer 2.

(8) Type 8 – Testing.

(9) Type 11 – Distributor.

(10) Type 12 – Microbusiness. (Ord. No. 797, § 5 (part); Ord. No. 799, § 1: Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.)

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11-7.1 Limited areas for commercial cannabis operations.
Commercial cannabis operations may only be operated in the following areas within the county:

(a) Industrial hemp cultivation, nurseries, and processing may be conducted at the same locations and under the same requirements allowed for state licensed commercial cannabis operations.

(b) State licensed commercial cannabis operations, other than industrial hemp cultivation, may only be conducted in an M-2 heavy industrial zoning district, with an existing Regional Water Quality Control Board approved wastewater permit, within the sphere of influence of the city of Colusa for which a city annexation application has been filed with the Colusa local agency formation commission and only on parcels which as of January 7, 2019, have the following county assessor parcel numbers:

017-030-054

017-030-055

017-030-078

017-030-082 through 017-034-084

017-030-094 through 017-034-096

017-130-005 through 017-130-008

017-130-011 through 017-130-012

017-130-025

017-130-028

017-130-029

017-130-031

017-130-035

017-130-037 through 017-130-040

017-130-043

017-130-068

017-130-075

017-130-084

017-130-085

017-140-001 through 017-140-011

(c) Commercial cannabis operations are not allowed in any area less than six hundred feet from an existing school, church or park, or residence.

(d) Commercial cannabis operations involving the distribution of cannabis are not allowed to distribute or deliver cannabis, any cannabis product, or any product derived from cannabis to any location in the unincorporated portion of the county. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.1.)

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11-7.2 County commercial cannabis license.

(a) All commercial cannabis operations in the county are prohibited unless operating under a county commercial cannabis license issued by the county community development director or his designee.

(b) A county commercial cannabis license may only be issued after the community development director has found the following requirements have been met:

(1) Submittal of a complete license application to the community development department on a form provided by the department. License applications shall include the following:

(A) A site plan, floor plans, and a general description of the nature, square-footage, and type of proposed cannabis operation.

(B) An odor management plan. The plan must detail how the contemplated use will be properly ventilated and exhaust air filtered to neutralize the odor from cannabis so it is not detected by a person with a normal sense of smell outside of the business premises or on an adjoining property.

(C) A security plan describing physical and operational security measures sufficient to deter theft, eliminate diversion, mitigate other potential crime, and appropriately secure cannabis and cannabis derived products. The plan shall provide for a video surveillance system that effectively and clearly records images of the area under surveillance at all times. It will also provide for permanently mounted electronic surveillance cameras in fixed locations placed in such a manner to record activity occurring within twenty feet of all points of entry and exit, areas where cannabis goods are weighed, packed, stored, loaded and unloaded for transportation, prepared or moved in the facility, security rooms, and areas storing the surveillance-system storage device. Camera resolution shall be sufficient to allow for the identification of any person and activities in all areas under surveillance. Furthermore, the surveillance system and plan shall provide for the retention of recorded video images for at least ninety days. The security plan shall be subject to review and approval by the county sheriff in addition to the community development director.

(D) A safety plan including a hazardous materials business plan to the extent required by the county certified unified program agency.

(E) A waste management plan.

(F) Documentation, including copies of title documents, leases, or similar agreements, showing that the person or entity seeking the license owns the real property where the commercial cannabis operation will take place or has permission from the real property owner to engage in a commercial cannabis operation at the proposed site.

(G) Any additional information the community development director in his sole discretion deems necessary to evaluate the proposed commercial cannabis operation.

(2) Payment of a minimum five thousand dollar deposit, or higher, as determined by the community development director depending on the scope of the proposed commercial cannabis operations. The deposit shall be used to reimburse the county's cost for applicable staff time, any consultant time, and all other related expenses to process the license application, including any required investigation and inspections. The county shall provide an itemized accounting for all costs charged against the deposit on a monthly basis. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. Should the license be granted, the license processing account shall be automatically converted to a monitoring and inspection account.

(3) Satisfaction of any mitigation measures identified by the community development director to address potential impacts the commercial cannabis operations may have on the community.

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(4) Compliance with all County Code requirements, including applicable zoning provisions, any other permitting requirements or authorizations required by law including any permits or authorizations required by the Colusa County air pollution control district, and state law and regulations including whatever temporary, interim or urgency regulations that may be in effect pending the state's consideration and adoption of permanent regulations. Notwithstanding this provision the community development director may issue a temporary or conditional commercial cannabis operations license prior to an applicant obtaining a final state license. (Ord. No. 797 § 5, (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.2.)

11-7.3 County commercial cannabis operations license conditions.
A commercial cannabis operations license will include the following requirements and conditions in addition to any additional requirements the community development director determines in his discretion to be necessary to protect the health, safety, and welfare of the community:

(a) Licensee will comply with all statutes, regulations, and rules governing the disposal of solid and hazardous wastes, including but not limited to those in Public Resource Code Section 40000 et seq.

(b) Licensee shall comply with all state and local laws and regulations.

(c) Licensee shall permit inspections of licensee's facilities and commercial cannabis activities, on quarterly basis or more frequently as may be needed, by the community development director or his designee following twenty-four hours' notice to licensee. Licensee shall make available for review retained video surveillance recordings at the time of inspection or upon demand by the community development director. Inspections will be used to verify compliance with this chapter and license requirements and conditions. Inspection costs, including county staff time, shall be funded by licensee. Licensee will maintain an account with the community development department of at least five thousand dollars to satisfy any county inspection costs as they are incurred for the duration of the license. The county shall provide an itemized accounting for all costs charged against the deposit on a quarterly basis or more frequently dependent upon the inspection schedule. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.2.1.)

11-7.4 County commercial cannabis operations license term, revocation, and renewal.
(a) Subject to the right of the community development director to revoke a county commercial cannabis operations license as provided for in this section, the license will have a maximum term of two years.

(b) The community development director may revoke a county commercial cannabis operations license at any time as follows:

(1) Immediately without notice in accordance with section 11-17; or

(2) Following completion of applicable notice and appeal procedures provided for in this chapter for the abatement of unlawful cannabis cultivation.

(c) The community development director may renew a license for subsequent one-year terms or less, if the licensee is not in violation of its license terms or this chapter. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.2.2.)

11-7.5 Violations are a public nuisance.
Commercial cannabis operations failing to comply with the County Code, any state law or regulation, or the terms and conditions of a county commercial cannabis license constitute a public nuisance subject to abatement as provided for in this chapter. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.3.)

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11-7.6 No property right or entitlement to commercial cannabis operations.
Issuance of a commercial cannabis operations license by the county is not an entitlement or property right. Furthermore, it does not provide immunity or exempt a licensee from any other requirement or restriction under state or federal law. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6.1.4.)

11-7.7 Expiration of provisions allowing commercial cannabis operations.
All Code sections and provisions in this chapter allowing commercial cannabis operations, with the exception of industrial hemp cultivation, will automatically end and no longer be in effect on February 22, 2022, or until the city of Colusa completes its annexation of the area provided for in section 11-7.1(b), whichever comes first. Upon termination of the provisions, any licenses issued under this chapter, with the exception of those licenses allowing industrial hemp cultivation, will automatically be revoked and all unlicensed commercial cannabis operations will be prohibited from operating and constitute a public nuisance subject to abatement under this chapter. (Ord. No. 797, § 5 (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-6-1.5.)

11-8 Industrial hemp operations.
In addition to limited personal use cannabis cultivation under section 11-6 and commercial cannabis and industrial hemp operations under section 11-7, industrial hemp operations are allowed in specific limited areas of the county, under certain conditions as provided for in this section. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.1 Limited areas for industrial hemp cultivation, nursery and processing.
(a) Industrial hemp cultivation, including seed production, may only occur on properties zoned foothill agriculture (F-A), ~~and~~ exclusive agriculture (E-A), and upland conservation (U-C) that are a minimum of one and one-half miles away from the following boundaries:

Commented [GAP1]: This section would only apply sh cultivation to Industrial Hemp be extended to the U-C zon district.

(1) The city of Colusa;

(2) The city of Williams excluding that area within the city south of Abel Road and south of a direct line extending from the western terminus of Abel Road westerly from Abel Road's southern right-of-way line to this line's projected intersection with 7th Street;

(3) Property that is zoned residential single-family (R-1) within the communities of Arbuckle, College City, Grimes, Maxwell, and Princeton as shown on the county's zoning area maps; and

(4) Property that is zoned rural residential (RR) within the community of Stonyford-Lodoga as shown on the county's zoning area map.

(b) Industrial hemp processing shall only be allowed in the same locations and under the same conditions as other agricultural processing uses in the Zoning Code, to the extent the processing does not meet the industrial hemp cultivation community separation and/or residential setback requirements of this section an odor management plan that details how any resulting odor will be neutralized so it is not detected by a person with a normal sense of smell outside of the business premises or on an adjoining property shall be developed. The odor management plan must be submitted and approved by the community development director before any industrial hemp processing can occur.

(1) Prior to the commencement of an industrial hemp processing use, an industrial hemp processing license shall be issued by the community development director for said use. To obtain an industrial hemp processing license, an application shall be submitted to the director detailing the processing details, the source of the industrial hemp with proof that is was grown under a valid State registration and any required local jurisdiction approval, and local jurisdiction testing verifying the that the level of tetrahydrocannabinol (THC) is no more than three-tenths of one percent. The director shall determine the form of the application.

(c) Industrial hemp nurseries shall only be allowed in the same locations and under the same conditions as other nursery uses in the Zoning Code subject to the following conditions and exceptions:

(1) Nursery plants shall not exceed the greater of thirty inches in height or three months old and in no case shall be allowed to flower on site.

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(2) Nursery plants, including plants that are grown for research and plant development by an established agricultural research institution, that would exceed the height, age, and flower status shall be grown pursuant to the industrial hemp cultivation license requirements, including the community separation and residential setback requirements.

(3) A nursery that is producing genetic clones that would meet the height and age requirements of this section with the exception of the mother plants may be allowed subject to the approval by the planning director of an odor management plan that details how the odor will be neutralized so it is not detected by a person with a normal sense of smell outside of the business premises or on an adjoining property prior to the earlier of a building permit issuance or the use commencing.

(4) The agricultural commissioner has determined that the requirements of section 11-8.2(b)(2) have been met to his/her satisfaction and that the state mandated nursery license requirements for industrial hemp have been met.

(d) Notwithstanding the one-and-one-half-mile community setback requirement detailed in this section, there shall also be a residential setback from an existing off-site residence owned and/or occupied by an inhabitant that is not associated with the cultivation operation as follows:

(1) Five-hundred-foot setback for less than ten acres of cultivated area;

(2) Seven-hundred-fifty-foot setback for ten acres to less than twenty acres of cultivated area; and

(3) One-thousand-foot setback for twenty acres or more of cultivated area. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.2 Industrial hemp cultivation license.
(a) Industrial hemp cultivation operations, including an established agricultural research institution as defined by Section 81000 of the California Food and Agricultural Code, in the county are prohibited unless operating under a county industrial hemp cultivation license issued by the Colusa County community development director or his/her designee.

(b) An industrial hemp license may only be issued after the community development director has found that the following requirements have been met:

(1) The community development department has determined that:

(A) The proposed location of the industrial hemp operation meets the location and separation requirements of this section;

(B) The licensee is either the owner in fee of the land upon which the industrial hemp operations would occur or that a written authorization form approved by the community development director from the owner has been submitted;

(C) A security plan has been submitted and approved by the county sheriff detailing how security will be provided to prevent theft once the crop has begun to flower. The security plan shall detail the signage which identifies that the crop is industrial hemp and other security measures that will be used which may include night-time private security patrols.

(D) The license applicant has made a two thousand five hundred dollar deposit to the community development department to reimburse the county's cost for the applicable staff time and cost to process the industrial hemp license and any sheriff department costs to respond to calls for service. The county shall provide an itemized accounting for all costs charged against the deposit on a periodic basis. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. Upon expiration of the license, all remaining funds shall be returned to the applicant.

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(2) The Colusa County agricultural commissioner has determined that:

(A) A complete California Department of Food and Agriculture industrial hemp registration application form, or other registration form approved by the Colusa County agricultural commissioner, has been submitted and is ready for approval;

(B) A complete California Department of Food and Agriculture destruction plan form, or other destruction plan form approved by the Colusa County agricultural commissioner, detailing how the crop would be destroyed should it fail to meet the THC limits specified by the Food and Agriculture Code Section 81006(d) et seq. has been submitted and is ready for approval;

(C) The state registration fee amount has been submitted to the Colusa County department of agriculture; and

(D) The two thousand five hundred dollar deposit submitted to the community development department pursuant to this section may also be used to reimburse the county for all unreimbursed costs for all staff time, any consultant time, and all other related expenses to process and monitor the license application, including any required investigations, inspections, and testing. ~~A minimum two thousand five hundred dollar deposit, or higher as determined by the agricultural commissioner depending on the scope of the proposed industrial hemp operations, has been paid to the Colusa County department of agriculture. The deposit shall be used to reimburse the county for all unreimbursed costs for all applicable staff time, any consultant time, and all other related expenses to process the license application, including any required investigation and inspections. The county shall provide an itemized accounting for all costs charged against the deposit on a periodic basis. In the event that the amount of money in the deposit account is less than fifty percent of the initial determined deposit, the applicant shall deposit additional money into the deposit account to return the balance to the initial determined deposit within fourteen days of notice from the county. Should the license be granted, the license processing account shall be automatically converted to a monitoring and inspection account. (Ord. No. 806, § 1 (Exh. A) (part).)~~

11-8.3 Industrial hemp conditions.
All industrial hemp operations, including industrial hemp processing, shall comply with the following requirements in addition to any additional license conditions that the community development director and/or agricultural commissioner determine in their discretion to be necessary to protect the health, safety, and welfare of the community:

(a) The operator shall comply with all State law and regulatory requirements including whatever temporary, interim or urgency regulations that may be in effect pending the state's consideration and adoption of permanent industrial hemp regulations.

(b) The operator shall comply with all County Code provisions, zoning requirements, and any other permitting requirements detailed in this chapter.

(c) The operator shall permit inspections of licensee's facilities and industrial hemp operations, on an as-needed basis, by the community development or agriculture departments. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.4 Industrial hemp license term, revocation, and renewal.
(a) Subject to the right of the community development director to revoke a county industrial hemp license as provided for in this section, the license will have a maximum term of one year.

(b) The community development director may revoke a county industrial hemp license at any time as follows:

(1) Immediately without notice in accordance with section 11-17; or

(2) Following completion of applicable notice and appeal procedures provided for in this chapter for the abatement of unlawful industrial hemp operation. (Ord. No. 806, § 1 (Exh. A) (part).)

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(c) The community development director may in their discretion not issue an industrial hemp license for a property or applicant when said property owner or applicant failed to reasonably correct a written notice of code violation involving an industrial hemp license or County code provisions in the preceding twelve months. The decision to withhold an industrial hemp license may be appealed pursuant to Section 44-1.80.080 of the County Code.

11-8.5 Violations are a public nuisance.
Industrial hemp operations failing to comply with the County Code, any state law or regulation, or the terms and conditions of an industrial hemp license, constitute a public nuisance subject to abatement as provided for in this chapter or chapter 42. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.6 No property right or entitlement for industrial hemp.
Issuance of an industrial hemp license by the county is not an entitlement or property right. Furthermore, it does not provide immunity or exempt a licensee from any other requirement or restriction under state or federal law. (Ord. No. 806, § 1 (Exh. A) (part).)

11-8.7 Limitation on the number of industrial hemp licenses.
A maximum of twenty industrial hemp licenses or licenses totaling no more than three thousand acres shall be issued in any calendar year. The community development director and agricultural commissioner shall develop the application submittal process to ensure that the number of applicants and the proposed cultivated acreage for any calendar year is not exceeded. Should there be more than twenty applications and/or more than three thousand acres proposed to be cultivated in any calendar year, the community development director and the agricultural commissioner shall develop the applicant selection process and the manner in which the acreage will be distributed among the applicants. (Ord. No. 806, § 1 (Exh. A) (part).)

11-9 Public nuisance.
(a) Any activity involving cannabis or industrial hemp in Colusa County must comply with the requirements in this chapter and state law or it is deemed a public nuisance.

(b) Any person owning, leasing, occupying, or having charge or possession of any real property within the county who causes, allows, or permits such property to be used for any activity involving cannabis or industrial hemp in violation of this chapter or state law is deemed to be maintaining a public nuisance. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part). Formerly 11-6: Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-7.)

11-10 Notice to abate unlawful cannabis or industrial hemp activities.
(a) Whenever the enforcing officer determines that there exists a violation of this chapter, the enforcing officer is authorized to provide the person(s) who the enforcing officer believes is violating this chapter, including the property owner(s) and occupants of real property where a violation is occurring, with a notice to abate unlawful cannabis or industrial hemp activities.

(b) Notwithstanding any other provision of this chapter or the Colusa County Code, the enforcing officer and the county are not precluded from taking any other enforcement action, without notice, consistent with and in response to violations of state law. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-8.)

11-11 Contents of notice to abate unlawful cannabis or industrial hemp activities.
A notice to abate unlawful cannabis or industrial hemp activities shall be in writing and include the following:

(a) The name of the property owner(s), as well as any known tenant, lessee, or occupant of the property;

(b) The address or location of the violation;

(c) A general description of the violation;

(d) A statement that the unlawful activity must be abated within five calendar days after the date that the notice is served;

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(e) The date of service;

(f) A statement that the violation determination may, within five calendar days after the date the notice was served, be appealed by providing the clerk of the board of supervisors with a request in writing for a hearing to appeal the determination of the enforcing officer;

(g) A statement that unless an appeal hearing is requested within the time prescribed in the notice, the enforcing officer will abate the nuisance at the expense of those determined by the enforcing officer to have violated this chapter. It shall also state that the abatement costs, including administration costs, may be made a special assessment added to the county assessment roll and become a lien on the real property where the violation has occurred, on the real property owned by those persons violating this chapter, or be placed on the unsecured roll. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-9.)

11-12 Service of notice to abate unlawful cannabis or industrial hemp activities.
The notice to abate may be served in the following ways or in combination:

(a) By certified mail to the property address and to any additional address on file with the county assessor's office.

(b) By posting the notice on the property where the violation is occurring in a visible location, so long as the notice is also served by certified mail to the legal owner of the property as determined by the records of the county assessor. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-10.)

11-13 Appeal hearing.
(a) Any person served with a notice may appeal the determination of the enforcing officer.

(b) An appeal under this section may be commenced by filing a written request for hearing with the clerk of the board of supervisors within five calendar days after the date the notice of violation was served. The five-day limitation is jurisdictional and may not be waived. The request shall include a statement of facts supporting the appeal.

(c) Upon timely receipt of a written request for hearing, the clerk shall set a hearing not less than five calendar days nor more than twenty calendar days from the date the request was filed. Notice of the hearing shall be served via certified mail by the clerk and posted on the property by the enforcing officer.

(d) Hearings will be conducted by a hearing officer designated by the board of supervisors and need not be conducted according to the strict technical rules of evidence concerning witnesses and hearsay, although the hearing officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

(e) The hearing officer may continue the appeal hearing upon a showing of good cause by the requesting party. Only one continuance may be granted.

(f) The hearing officer shall consider the matter de novo and may affirm, reverse or modify the determination made by the enforcement officer. The decision of the hearing officer shall be final and conclusive.

(g) The decision of the hearing officer shall be served by certified mail on all interested parties within seven calendar days of the hearing.

(h) The decision of the hearing officer shall be served by certified mail to the property address, any additional address of the property owner listed with the county assessor's office, counsel of record for any party, the sheriff, and the county counsel's office. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-11.)

Attachment: Chapter 11 Red-Lined Industrial Hemp Update With U-C Zoning Annotated (6371 : Industrial Hemp Ordinance Amendment)

11-14 Administrative penalties.
In addition to any other remedies provided by the County Code or state law, the following civil penalties are imposed for each violation under this chapter: five hundred dollars per day from the date of the notice to abate the unlawful cannabis or industrial hemp cultivation is posted on the property, and continuing for each day that violation continues to exist. The property owner and any lessee, tenant, or occupant will be jointly and severally liable for any violations under this chapter. (Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-12.)

11-15 Costs.
In any action brought to enforce this chapter, whether by administrative proceedings, judicial proceedings or summary abatement, each person who violates this chapter shall be liable to the county for all costs incurred by the county, including but not limited to administrative costs, enforcement costs, investigation costs, costs of abatement, costs to compel abatement, costs for appeal, and any collection costs. These costs shall include reasonable attorneys' fees to the prevailing party in those actions or proceedings in which the county elects, at the initiation of the action or proceeding, to seek recovery of its attorneys' fees. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-13.)

11-16 Special assessments and liens.
The board of supervisors may order that costs incurred by the county as provided for in section 11-15 be placed upon the county tax roll by the county auditor as a special assessment against any respective real property, or placed on the unsecured roll. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-14.)

11-17 Summary abatement.
Notwithstanding any other provision in this chapter, when any unlawful cannabis or industrial hemp cultivation is an immediate threat to the public health or safety, the enforcing officer may direct any officer or employee of the county to summarily abate the nuisance without notice. (Ord. No. 776, § 1 (Exh. A) (part): Ord. No. 785, § 1 (Exh. A) (part): Ord. No. 806, § 1 (Exh. A) (part). Formerly 11-15.)

Attachment: Chapter 11 Red-Lined Industrial Hemp Update With U-C Zoning Annotated (6371 : Industrial Hemp Ordinance Amendment)

Current

Legend

- Community Setback
- F-A: Foothill Agriculture
- E-A: Exclusive Agriculture

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Communi

N W E S

Industrial Hemp Available Grow Areas

0 3 6 12 Miles

COLUSA COUNTY CALIFORNIA

January 1

Proposed addition of UC zones

Legend

- Community Setback
- UC-10: Upland Conservation <20ac
- UC-80: Upland Conservation >20 ac

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Communit

N W E S

Industrial Hemp Available Grow Areas

0 3 6 12 Miles

COLUSA COUNTY CALIFORNIA

January 1

ALL Grow Areas with addition of UC zones

Legend

- Community Setback
- F-A: Foothill Agriculture
- E-A: Exclusive Agriculture
- UC-10: Upland Conservation <20ac
- UC-80: Upland Conservation >20 ac

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Communi

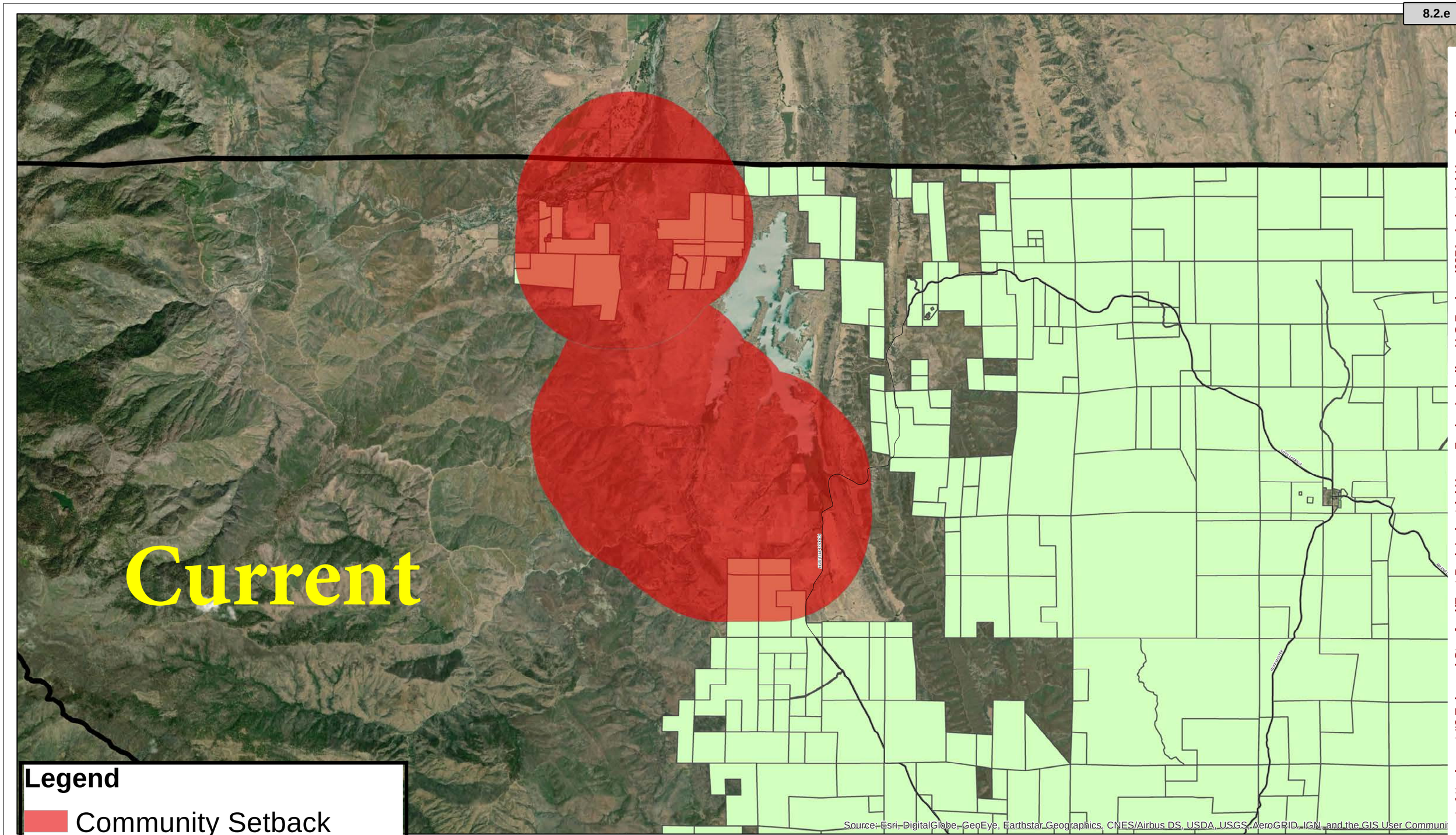
N W E S

Industrial Hemp Available Grow Areas

0 3 6 12 Miles

January 1

Attachment: Attachment #1 Countywide Industrial Hemp Zoning Including U-C Zoning (6371 : Industrial Hemp Ordinance Amendment)



Attachment: Attachment #2 Enlarged Stonford/East Park Industrial Hemp Zoning Including U-C Zoning (6371 : Industrial Hemp Ordinance

January 1

Proposed addition of UC zones

Legend

- Community Setback
- UC-10: Upland Conservation <20ac
- UC-80: Upland Conservation >20 ac

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Communi

N W E S

Industrial Hemp Available Grow Areas

0 0.75 1.5 3 Miles

COLUSA COUNTY CALIFORNIA

ALL Grow Areas with addition of UC zones

Legend

- Community Setback
- F-A: Foothill Agriculture
- E-A: Exclusive Agriculture
- UC-10: Upland Conservation <20ac
- UC-80: Upland Conservation >20 ac

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Communi

N W E S

Industrial Hemp Available Grow Areas

0 0.75 1.5 3 Miles

COLUSA COUNTY CALIFORNIA

January 1

COUNTY OF COLUSA, CA **9.1**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Melissa Kitts**

SUBJECT: **Appointment to the Regional Housing Authority**

Appoint John Loudon to serve a 4-year term as Commissioner on the Regional Housing Authority effective January 31, 2021 through January 30, 2025. **(Applications Received: John Loudon)**

Detailed Description/Background of request

At the January 19, 2021 Board of Supervisors meeting, an item was brought before the Board for discussion regarding the appointments to the Regional Housing Authority (RHA) Board, resulting from a letter of interest from a citizen, who has requested to serve on the Board. At the meeting, Supervisor Boes was appointed to the RHA and direction was given to staff to post a notice of vacancy to the general public for the second vacancy. The notice was posted in the local newspaper of general circulation on January 27, 2021, and the Clerk's office has received one application from Mr. John Loudon.

If appointed Mr. Loudon would serve a 4-year term as a non-elected Commissioner pursuant to the Regional Housing Authority Bylaws, effective January 31, 2021 through January 30, 2025.

Mr. Loudon meets the qualifications required by the Regional Housing Authority.

Prior Board Action

Supervisor Boes was appointed on January 19, 2021.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Send notification of appointment and Oath of Office to John Loudon, 2613 3rd Street, Colusa, CA 95932, and notify the RHA appointment by email to Jennifer Ruiz at j.ruiz@regionalha.org.

ATTACHMENTS:

- 01-29-21 RHA Application - Loudon (PDF)

- 11-4-20 Regional Housing Authority - Amended Bylaws (PDF)

REGIONAL HOUSING AUTHORITY

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1455 Butte House Road • Yuba City, CA 95993

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www.RegionalHA.org

RECEIVED
JAN 29 2021
COUNTY OF COLUS
BOARD OF SUPERVIS

APPLICATION TO THE REGIONAL HOUSING AUTHORITY

BOARD OF COMMISSIONERS

Name: JOHN LOUDON
Address: 2613 3RD ST
City, Zip: COLUSA, CA 95932

Phone: Home: 530/788-9995
Work:
Email: JOHNDLOUDON@GMAIL.COM

Are you currently serving on a board/commission/committee/council? Yes____ No X

Employment experience: COLUSA COUNTY SUPERVISOR, 30 YEARS IN COMPUTER ~~INDUSTRY~~ INDUSTRIE, APPLE COMPUTER, SPERRY UNIVAC

Community and organization volunteer experience: COLUSA CHAMBER OF COMMERCE,

Education: YUBA COLLEGE, SAC STATE, UNIV. WASHINGTON

Other experience or training: MANY BOARDS, INCLUDING REGIONAL HOUSING AUTHORITY, COUNTY PLANNING COMM, STATE PLANNING COMM

COMMISSIONER QUALIFICATIONS AND REQUIREMENTS

Commissioner appointments to the Regional Housing Authority have certain statutory and regulatory qualifications and requirements that must be met by candidates. These qualifications and requirements include but are not limited to:

1. If applying for the Tenant Commissioner position, you must be a resident at one of the properties owed/managed by the Regional Housing Authority
2. Able to participate in public meetings and willing to make necessary time commitment.
3. Able to work as a team member with other commissioners and Executive Director on building consensus towards the best stewardship of scare public resources to address local housing needs.
4. Prior public commission or committee experience is desirable.
5. Knowledge of local community and interest in affordable housing issues. Specialized knowledge of real estate, construction, landlord/tenant, finance, or Social Services is beneficial.
6. Cannot have any Conflict of Interest with any housing programs (See Code of Conduct attached)

The Housing Authority is an equal opportunity employer and housing provider.

Attachment: 01-29-21 RHA Application - Loudon (6376 : Appointment to the Regional Housing Authority)

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www.RegionalHA.org

SUPPLEMENTAL QUESTIONNAIRE
Regional Housing Authority– Board of Commissioners

Name: JOHN LOUDON
Address: 2613 3RD ST
City, Zip: COLUSA, CA 95932

Phone: Home: 530/788-9985
Work:
Email: JOHNDLOUDON@GMAIL.COM

Please answer the following questions (use additional sheets, if necessary):

Describe why you are interested in becoming a Commissioner of the Regional Housing Authority (RHA). WITH ABOUT 6 YEARS EXPERIENCE ON THE RHA BOARD I'M AWARE OF ISSUES AND FUTURE ACTIVITY.

Describe some of the issues facing RHA and indicate how you would address them.

- FUNDING IS ALWAYS AN ISSUE AND KEEPING ABREAST OF GOVERNMENT CHANGING

Certification: I certify that all of the above statements made on this supplemental questionnaire are true to the best of my knowledge. I understand that any incorrect statements made may disqualify me from appointments to the Regional Housing Authority Board of Commissioners.

Signature JOHN LOUDON Date 1/28/21

Thank you for completing the supplemental questionnaire. **Please <u>mail or hand deliver this document and your résumé</u> (or a detailed list of your educational background, employment history, and volunteer activities) to Regional Housing Authority, 1455 Butte House Road, Yuba City, CA 95993.**

The Housing Authority is an equal opportunity employer and housing provider.

Attachment: 01-29-21 RHA Application - Loudon (6376 : Appointment to the Regional Housing Authority)

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www.RegionalHA.org

CODE OF CONDUCT

I. PURPOSE

To protect the integrity of the Regional Housing RHA (RHA) information and services and employee efforts and to reduce the risk of litigation.

II. SCOPE

This policy applies to all employees, appointed officials and agents.

III. POLICY

Employees, appointed officials and agents are expected to devote their best efforts to the interests of the RHA and the conduct of its affairs. The RHA recognizes the rights of employees, appointed officials and agents to engage in activities outside of their employment which are of a private nature and unrelated to RHA business. However, a policy of full disclosure will be followed to assess and prevent potential conflicts of interest from arising.

No employee, appointed officials or agent of the RHA shall participate in selection, or in the award or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when (i) the employee, appointed officials, or agent, (ii) any member of his/her immediate family, (iii) his/her partner, or (iv) an organization which employs, or is about to employ, any of the above, has a financial or other interest in any contract selected for award.

a. Immediate family is defined as persons related by blood, marriage, or adoption, e.g. husband, wife, daughter, son, brother, sister, grandparents, grandchildren, cousins, etc. Family also includes significant others defined as person(s) with whom you have a close personal relationship, e.g. live-ins, fiancées, etc.

Note that it is impossible to outline all possible or potential conflicts of interest or the appearance of such conflicts. All employees, appointed officials and agents are required to exercise sound and reasonable judgement in determining whether a potential conflict, actual conflict or prospective conflict may exist which may have an influence on his or her decisions or actions as an employee of the RHA, or which could give the appearance of conflict.

Attachment: 01-29-21 RHA Application - Loudon (6376 : Appointment to the Regional Housing Authority)

If potential, actual or prospective conflict situations arise, an employee shall inform his or her department head and complete a Statement of Conflict of Interest.

Failure to disclose in writing such information may, after consideration of all pertinent facts, result in disciplinary action, up to and including dismissal.

IV. PROCEDURE

A. The following circumstances and conditions are not all-inclusive, and are set forth to guide employees, appointed officials and agents:

1. Employees, appointed officials and agents have an obligation to devote their full time to employment with the RHA.

2. No employee shall be employed in a dual employment capacity within RHA. That is, no one employee shall hold two RHA positions whether the positions are part-time, full-time or temporary.

3. No employee shall engage in outside work that will interfere with his or her primary job with the RHA. Nor will any employee engage in any activity of a nature that is in some way hostile or adverse to the RHA.

4. No employee of the RHA shall accept a retainer, commission, consulting fee or any other fee arrangement or remuneration from any job or service that may be a conflict without full written disclosure to the Executive Director. Full written disclosure must occur prior to any arrangement that may be a conflict. In the case of the Executive Director, full written disclosure shall be made to the Board of Commissioners.

5. No employee of the RHA shall neither solicit nor accept cash, gifts or favors of substantial value from clients, contractors, potential contractors or vendors. All gifts of substantial value must be declined politely. Employees, appointed officials and agents who receive consumable gifts shall share the gifts amongst all employees, appointed officials and agents. Depending upon the circumstances, exceptions to this provision may be granted only in situations where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

6. No employee, appointed officials or agent who exercises or has exercised any function or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a RHA activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with

Attachment: 01-29-21 RHA Application - Loudon (6376 : Appointment to the Regional Housing Authority)

whom he or she has family or business ties, during his or her tenure. Such conflict would arise when a financial or other interest in a firm selected by RHA for award is held by:

a. An employee, appointed officials, or agent involved in making the award;

b. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister or grandchild).

c. His/her partner; or

d. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

7. No outside work shall be done during an employee's work hours and no RHA facilities, equipment, labor or supplies shall be used to conduct this outside activity.

8. RHA equipment, supplies, materials (including excess materials and materials to be disposed) are property of the RHA. No RHA property shall be used for an employee's personal use or outside work activities.

9. An employee must disclose in writing any acquisition of or retention of ownership interest in property leased or offered for lease to the RHA or subsidized by the Section 8 or successor programs.

10. An employee, appointed officials or agent must not rent to a Section 8 client.

11. No employee shall make an employment decision regarding a relative or supervise a relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister or grandchild).

12. Managers must identify and address cases that can have a potential or appearance of a potential conflict of interest.

Attachment: 01-29-21 RHA Application - Loudon (6376 : Appointment to the Regional Housing Authority)

13. A special case management plan will be produced to address each case that has a potential or appearance of a potential conflict of interest.

B. Any questions regarding a possible conflict of interest or outside work should be discussed with the immediate supervisor, manager, Executive Assistant/HR Coordinator or Executive Director.

C. Failure to disclose in writing information related to any of the above points may lead to disciplinary action up to and including termination. Disclosure must take place once an employee has knowledge of a possible conflict of interest. Disclosure must take place for each occurrence.

D. A questionnaire dealing with conflict of interest will be completed annually by all employees, appointed officials and agents covered by the scope of this policy as a continuing reminder and control on this important subject. However, an employee must disclose any potential conflict of interest any time they have knowledge of a potential conflict. A questionnaire must be completed under any circumstances that may present a potential conflict.

V. Administration

A. Any employee, appointed officials or agent of the RHA shall report violations of this Code of Conduct to his/her supervisor, manager, Executive Assistant/HR Coordinator, Executive Director or the Board Chair and the Executive Director shall report any cases of possible conflict of interest concerning himself or herself in writing to the Board Chair.

B. There will be no retaliation against any party who makes a good faith report or complaint concerning violations of this Code of Conduct, regardless of whether it is ultimately determined that such violation has in fact occurred. Nor will there be any retaliation against any party who provides information in the course of an investigation into alleged violations of this Code of Conduct.

C. All RHA's supervisors/manager have a responsibility to be sensitive to and deal with violations of this Code of Conduct. This responsibility includes monitoring all relevant work activities and contacting a higher-level manager, Executive Assistant/HR Coordinator, Executive Director or the Board Chair, if it is reasonably believed that a violation of the Code of Conduct has occurred. Any such report shall be investigated regardless of whether a formal report or complaint has been made.

Attachment: 01-29-21 RHA Application - Loudon (6376 : Appointment to the Regional Housing Authority)

VI. Dissemination

A. Any employee, appointed officials or agent of the RHA shall be informed of this Code of Conduct when he/she is initially retained by the RHA, and on an annual basis thereafter.

VII. Contact Information

Grantee Legal Name:	Regional Housing Authority
DUNS #:	621882174
Address:	1455 Butte House Road, Yuba City, CA 95993
Phone #:	(530) 671-0220
Email Address:	g.becerra@regionalha.org
Authorized Official and Title:	Gustavo Becerra, Executive Director

Attachment: 01-29-21 RHA Application - Loudon (6376 : Appointment to the Regional Housing Authority)

REGIONAL HOUSING AUTHORITY
STATEMENT OF CONFLICT OF INTEREST

Employee Name: JOHN LOUDON **Job Classification:** BOARD

STATEMENT OF EMPLOYEE AND FAMILY PARTICIPATION IN HOUSING RHA ASSISTANCE PROGRAMS

Immediate family is defined as persons related by blood, marriage, or adoption, e.g. husband, wife, daughter, son, brother, sister, grandparents, grandchildren, cousins, etc. Family also includes significant others defined as person(s) with whom you have a close personal relationship, e.g. live-ins, fiancées, etc.

1. Do you, your spouse, or any member of your immediate family (parents, spouse, children, siblings, grandparents, grandchildren, significant other or domestic partner) engage in any outside business that may be a conflict of interest, or a potential appearance of a conflict of interest?
   _____ Yes __X__ No

   If yes, please list the individual(s) involved, their relationship to you and the nature of the business.

   _____

   _____

2. Are you an applicant on the RHA's Waiting List?
   _____ Yes __X__ No

3. Are you currently receiving housing assistance from the RHA?
   _____ Yes __X__ No

4. Do you currently own or have an interest in property that is being subsidized by the RHA?
   _____ Yes __X__ No

   If yes, please list the property address(es) and the name(s) of any person(s) with whom you own the property.

   _____

   _____

   _____

Attachment: 01-29-21 RHA Application - Loudon (6376 : Appointment to the Regional Housing Authority)

5. Are any of your immediate family members applicants on the RHA's Waiting list?
____ Yes _X_ No

If yes, please list name and relationship of those persons.

_____

_____

_____

6. Are any of your immediate family members participants in any of the RHA's programs?
____ Yes _X_ No

If yes, please list name and relationship of those persons.

_____

_____

_____

7. Do any of your immediate family members own or have an interest in any property being subsidized by the RHA?

____ Yes _X_ No

If yes, please list the property address and name and relationship of those persons.

_____

_____

_____

8. Are you related to or have a close personal relationship with any other RHA employees, appointed officials or agents?
_X_ Yes ____ No
If yes, please list name and relationship of those persons.
KENT BUES

_____

_____

9. Other (please explain): _____

_____

Attachment: 01-29-21 RHA Application - Loudon (6376 : Appointment to the Regional Housing Authority)

STATEMENT OF EMPLOYEE AWARENESS OF PROPER USE OF RHA MATERIALS AND EQUIPMENT

I understand that RHA materials including RHA equipment, supplies, materials (including excess materials and materials to be disposed) are property of the RHA. I also understand that no RHA property shall be used for an employee's personal use or outside work activities.

Signed: JOHN LOUDON Date: 1/28/21

Employee's Signature

Attachment: 01-29-21 RHA Application - Loudon (6376 : Appointment to the Regional Housing Authority)

CONFLICT OF INTEREST REVIEW

(To be completed by Manager)

Note: If the answer to any of the questions on the Statement of Conflict of Interest is "Yes", there is a potential conflict of interest, the Manager will indicate required follow-up action.

_____ No apparent conflict of interest.

_____ Potential or potential appearance of a conflict of interest.

_____ There is a conflict of interest.

DESCRIPTION OF CONFLICT OF INTEREST, POTENTIAL CONFLICT OF INTEREST OR POTENTIAL APPEARANCE OF A CONFLICT OF INTEREST:

_____

_____

_____

_____

_____

_____ (Manager's Initials) _____ (Executive Director's Initials)

FOLLOW-UP ACTION: _____

_____

CASE MANAGEMENT PLAN: _____

_____

_____

_____

_____

John Loudon
_____
Employee's Signature/Date

_____
Executive Director's Signature/Date

Attachment: 01-29-21 RHA Application - Loudon (6376 : Appointment to the Regional Housing Authority)

Certification: I certify that all of the above statements made on this application are true to the best of my knowledge. I understand that any incorrect statements made may disqualify me from appointments to the Board of Commissioners of the Regional Housing Authority.

Signature JOHN LOUDON Date 1/28/21

Thank you for your application. Applications are only good for one year. Your application will be considered by the Regional Housing Authority if a vacancy exists and you meet the requirements. **Please mail or deliver your completed application to Regional Housing Authority, 1455 Butte House Road, Yuba City, CA 95993.**

Attachment: 01-29-21 RHA Application - Loudon (6376 : Appointment to the Regional Housing Authority)

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RECEIVED
JAN 29 2021
COUNTY OF COLUS
BOARD OF SUPERVIS

APPLICATION TO THE REGIONAL HOUSING AUTHORITY

BOARD OF COMMISSIONERS

Name: JOHN LOUDON
Address: 2613 3RD ST
City, Zip: COLUSA, CA 95932

Phone: Home: 530/788-9995
Work:
Email: JOHNDLOUDON@GMAIL.COM

Are you currently serving on a board/commission/committee/council? Yes____ No X
Employment experience: COLUSA COUNTY SUPERVISOR, 30 YEARS IN COMPUTER ~~INDUSTRY~~ INDUSTRIE, APPLE COMPUTER, SPERRY UNIVAC

Community and organization volunteer experience: COLUSA CHAMBER OF COMMERCE

Education: YUBA COLLEGE, SAC STATE, UNIV. WASHINGTON

Other experience or training: MANY BOARDS, INCLUDING REGIONAL HOUSING AUTHORITY, COUNTY PLANNING COMM, STATE PLANNING COMM

COMMISSIONER QUALIFICATIONS AND REQUIREMENTS

Commissioner appointments to the Regional Housing Authority have certain statutory and regulatory qualifications and requirements that must be met by candidates. These qualifications and requirements include but are not limited to:

1. If applying for the Tenant Commissioner position, you must be a resident at one of the properties owed/managed by the Regional Housing Authority
2. Able to participate in public meetings and willing to make necessary time commitment.
3. Able to work as a team member with other commissioners and Executive Director on building consensus towards the best stewardship of scare public resources to address local housing needs.
4. Prior public commission or committee experience is desirable.
5. Knowledge of local community and interest in affordable housing issues. Specialized knowledge of real estate, construction, landlord/tenant, finance, or Social Services is beneficial.
6. Cannot have any Conflict of Interest with any housing programs (See Code of Conduct attached)

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Attachment: 01-29-21 RHA Application - Loudon (6376 : Appointment to the Regional Housing Authority)

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SUPPLEMENTAL QUESTIONNAIRE
Regional Housing Authority– Board of Commissioners

Name: JOHN LOUDON
Address: 2613 3RD ST
City, Zip: COLUSA, CA 95932

Phone: Home: 530/788-9985
Work:
Email: JOHNDLOUDON@GMAIL.COM

Please answer the following questions (use additional sheets, if necessary):

Describe why you are interested in becoming a Commissioner of the Regional Housing Authority (RHA). WITH ABOUT 6 YEARS EXPERIENCE ON THE RHA BOARD I'M AWARE OF ISSUES AND FUTURE ACTIVITY.

Describe some of the issues facing RHA and indicate how you would address them.

- FUNDING IS ALWAYS AN ISSUE AND KEEPING ABREAST OF GOVERNMENT CHANGING

Certification: I certify that all of the above statements made on this supplemental questionnaire are true to the best of my knowledge. I understand that any incorrect statements made may disqualify me from appointments to the Regional Housing Authority Board of Commissioners.

Signature JOHN LOUDON Date 1/28/21

Thank you for completing the supplemental questionnaire. **Please <u>mail or hand deliver this document and your résumé</u> (or a detailed list of your educational background, employment history, and volunteer activities) to Regional Housing Authority, 1455 Butte House Road, Yuba City, CA 95993.**

The Housing Authority is an equal opportunity employer and housing provider.

Attachment: 01-29-21 RHA Application - Loudon (6376 : Appointment to the Regional Housing Authority)

REGIONAL HOUSING AUTHORITY
Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993
Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775
www.RegionalHA.org

CODE OF CONDUCT

I. PURPOSE

To protect the integrity of the Regional Housing RHA (RHA) information and services and employee efforts and to reduce the risk of litigation.

II. SCOPE

This policy applies to all employees, appointed officials and agents.

III. POLICY

Employees, appointed officials and agents are expected to devote their best efforts to the interests of the RHA and the conduct of its affairs. The RHA recognizes the rights of employees, appointed officials and agents to engage in activities outside of their employment which are of a private nature and unrelated to RHA business. However, a policy of full disclosure will be followed to assess and prevent potential conflicts of interest from arising.

No employee, appointed officials or agent of the RHA shall participate in selection, or in the award or administration of a contract if a conflict of interest would be involved. Such a conflict would arise when (i) the employee, appointed officials, or agent, (ii) any member of his/her immediate family, (iii) his/her partner, or (iv) an organization which employs, or is about to employ, any of the above, has a financial or other interest in any contract selected for award.

a. Immediate family is defined as persons related by blood, marriage, or adoption, e.g. husband, wife, daughter, son, brother, sister, grandparents, grandchildren, cousins, etc. Family also includes significant others defined as person(s) with whom you have a close personal relationship, e.g. live-ins, fiancées, etc.

Note that it is impossible to outline all possible or potential conflicts of interest or the appearance of such conflicts. All employees, appointed officials and agents are required to exercise sound and reasonable judgement in determining whether a potential conflict, actual conflict or prospective conflict may exist which may have an influence on his or her decisions or actions as an employee of the RHA, or which could give the appearance of conflict.

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If potential, actual or prospective conflict situations arise, an employee shall inform his or her department head and complete a Statement of Conflict of Interest.

Failure to disclose in writing such information may, after consideration of all pertinent facts, result in disciplinary action, up to and including dismissal.

IV. PROCEDURE

A. The following circumstances and conditions are not all-inclusive, and are set forth to guide employees, appointed officials and agents:

1. Employees, appointed officials and agents have an obligation to devote their full time to employment with the RHA.

2. No employee shall be employed in a dual employment capacity within RHA. That is, no one employee shall hold two RHA positions whether the positions are part-time, full-time or temporary.

3. No employee shall engage in outside work that will interfere with his or her primary job with the RHA. Nor will any employee engage in any activity of a nature that is in some way hostile or adverse to the RHA.

4. No employee of the RHA shall accept a retainer, commission, consulting fee or any other fee arrangement or remuneration from any job or service that may be a conflict without full written disclosure to the Executive Director. Full written disclosure must occur prior to any arrangement that may be a conflict. In the case of the Executive Director, full written disclosure shall be made to the Board of Commissioners.

5. No employee of the RHA shall neither solicit nor accept cash, gifts or favors of substantial value from clients, contractors, potential contractors or vendors. All gifts of substantial value must be declined politely. Employees, appointed officials and agents who receive consumable gifts shall share the gifts amongst all employees, appointed officials and agents. Depending upon the circumstances, exceptions to this provision may be granted only in situations where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value.

6. No employee, appointed officials or agent who exercises or has exercised any function or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a RHA activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with

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whom he or she has family or business ties, during his or her tenure. Such conflict would arise when a financial or other interest in a firm selected by RHA for award is held by:

a. An employee, appointed officials, or agent involved in making the award;

b. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister or grandchild).

c. His/her partner; or

d. An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

7. No outside work shall be done during an employee's work hours and no RHA facilities, equipment, labor or supplies shall be used to conduct this outside activity.

8. RHA equipment, supplies, materials (including excess materials and materials to be disposed) are property of the RHA. No RHA property shall be used for an employee's personal use or outside work activities.

9. An employee must disclose in writing any acquisition of or retention of ownership interest in property leased or offered for lease to the RHA or subsidized by the Section 8 or successor programs.

10. An employee, appointed officials or agent must not rent to a Section 8 client.

11. No employee shall make an employment decision regarding a relative or supervise a relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister or grandchild).

12. Managers must identify and address cases that can have a potential or appearance of a potential conflict of interest.

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13. A special case management plan will be produced to address each case that has a potential or appearance of a potential conflict of interest.

B. Any questions regarding a possible conflict of interest or outside work should be discussed with the immediate supervisor, manager, Executive Assistant/HR Coordinator or Executive Director.

C. Failure to disclose in writing information related to any of the above points may lead to disciplinary action up to and including termination. Disclosure must take place once an employee has knowledge of a possible conflict of interest. Disclosure must take place for each occurrence.

D. A questionnaire dealing with conflict of interest will be completed annually by all employees, appointed officials and agents covered by the scope of this policy as a continuing reminder and control on this important subject. However, an employee must disclose any potential conflict of interest any time they have knowledge of a potential conflict. A questionnaire must be completed under any circumstances that may present a potential conflict.

V. Administration

A. Any employee, appointed officials or agent of the RHA shall report violations of this Code of Conduct to his/her supervisor, manager, Executive Assistant/HR Coordinator, Executive Director or the Board Chair and the Executive Director shall report any cases of possible conflict of interest concerning himself or herself in writing to the Board Chair.

B. There will be no retaliation against any party who makes a good faith report or complaint concerning violations of this Code of Conduct, regardless of whether it is ultimately determined that such violation has in fact occurred. Nor will there be any retaliation against any party who provides information in the course of an investigation into alleged violations of this Code of Conduct.

C. All RHA's supervisors/manager have a responsibility to be sensitive to and deal with violations of this Code of Conduct. This responsibility includes monitoring all relevant work activities and contacting a higher-level manager, Executive Assistant/HR Coordinator, Executive Director or the Board Chair, if it is reasonably believed that a violation of the Code of Conduct has occurred. Any such report shall be investigated regardless of whether a formal report or complaint has been made.

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VI. Dissemination

A. Any employee, appointed officials or agent of the RHA shall be informed of this Code of Conduct when he/she is initially retained by the RHA, and on an annual basis thereafter.

VII. Contact Information

Grantee Legal Name:	Regional Housing Authority
DUNS #:	621882174
Address:	1455 Butte House Road, Yuba City, CA 95993
Phone #:	(530) 671-0220
Email Address:	g.becerra@regionalha.org
Authorized Official and Title:	Gustavo Becerra, Executive Director

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REGIONAL HOUSING AUTHORITY
STATEMENT OF CONFLICT OF INTEREST

Employee Name: JOHN LOUDON **Job Classification:** BOARD

STATEMENT OF EMPLOYEE AND FAMILY PARTICIPATION IN HOUSING RHA ASSISTANCE PROGRAMS

Immediate family is defined as persons related by blood, marriage, or adoption, e.g. husband, wife, daughter, son, brother, sister, grandparents, grandchildren, cousins, etc. Family also includes significant others defined as person(s) with whom you have a close personal relationship, e.g. live-ins, fiancées, etc.

1. Do you, your spouse, or any member of your immediate family (parents, spouse, children, siblings, grandparents, grandchildren, significant other or domestic partner) engage in any outside business that may be a conflict of interest, or a potential appearance of a conflict of interest?
   _____ Yes __X__ No

   If yes, please list the individual(s) involved, their relationship to you and the nature of the business.

   _____

   _____

2. Are you an applicant on the RHA's Waiting List?
   _____ Yes __X__ No

3. Are you currently receiving housing assistance from the RHA?
   _____ Yes __X__ No

4. Do you currently own or have an interest in property that is being subsidized by the RHA?
   _____ Yes __X__ No

   If yes, please list the property address(es) and the name(s) of any person(s) with whom you own the property.

   _____

   _____

   _____

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5. Are any of your immediate family members applicants on the RHA's Waiting list?
____ Yes _X_ No

If yes, please list name and relationship of those persons.

_____

_____

_____

6. Are any of your immediate family members participants in any of the RHA's programs?
____ Yes _X_ No

If yes, please list name and relationship of those persons.

_____

_____

_____

7. Do any of your immediate family members own or have an interest in any property being subsidized by the RHA?

____ Yes _X_ No

If yes, please list the property address and name and relationship of those persons.

_____

_____

_____

8. Are you related to or have a close personal relationship with any other RHA employees, appointed officials or agents?
_X_ Yes ____ No
If yes, please list name and relationship of those persons.
KENT BUES

_____

_____

9. Other (please explain): _____

_____

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STATEMENT OF EMPLOYEE AWARENESS OF PROPER USE OF RHA MATERIALS AND EQUIPMENT

I understand that RHA materials including RHA equipment, supplies, materials (including excess materials and materials to be disposed) are property of the RHA. I also understand that no RHA property shall be used for an employee's personal use or outside work activities.

Signed: John Loudon Date: 1/28/21

Employee's Signature

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CONFLICT OF INTEREST REVIEW

(To be completed by Manager)

Note: If the answer to any of the questions on the Statement of Conflict of Interest is "Yes", there is a potential conflict of interest, the Manager will indicate required follow-up action.

_____ No apparent conflict of interest.

_____ Potential or potential appearance of a conflict of interest.

_____ There is a conflict of interest.

DESCRIPTION OF CONFLICT OF INTEREST, POTENTIAL CONFLICT OF INTEREST OR POTENTIAL APPEARANCE OF A CONFLICT OF INTEREST:

_____

_____

_____

_____

_____

_____ (Manager's Initials) _____ (Executive Director's Initials)

FOLLOW-UP ACTION: _____

_____

CASE MANAGEMENT PLAN: _____

_____

_____

_____

_____

JOHN LOUDON _____

Employee's Signature/Date

_____

Executive Director's Signature/Date

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Certification: I certify that all of the above statements made on this application are true to the best of my knowledge. I understand that any incorrect statements made may disqualify me from appointments to the Board of Commissioners of the Regional Housing Authority.

Signature JOHN LOUDON Date 1/28/21

Thank you for your application. Applications are only good for one year. Your application will be considered by the Regional Housing Authority if a vacancy exists and you meet the requirements. **Please mail or deliver your completed application to Regional Housing Authority, 1455 Butte House Road, Yuba City, CA 95993.**

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Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (6376 : Appointment

BY-LAWS OF

REGIONAL HOUSING AUTHORITY

ARTICLE I. – NAME & PURPOSE

Section 1. – Name

The name of the Authority shall be "Regional Housing Authority"

Section 2. – Purpose

The Regional Housing Authority ("the Housing Authority") is established for the purposes and shall exercise the powers set forth in that certain Agreement Creating the Regional Housing Authority, which Agreement created the Regional Housing Authority, effective April 20, 2011, (the "Agreement") and the Housing Authority Law (California Health & Safety Code section 34200 et seq) which authorizes counties and cities by agreement to create an area housing authority in areas sharing regional or area-wide housing problems. The definition of terms used in these By-Laws shall be the same as contained in the Agreement, unless otherwise expressly provided herein.

Section 3. – Offices

The principal office for the transaction of the business of the Housing Authority is hereby fixed and located at 1455 Butte House Road, Yuba City, California. The Board of Commissioners may change the location of the principal office within the area where the Housing Authority is qualified to do business.

ARTICLE II. – BOARD OF COMMISSIONERS

Section 1. – Powers of Commissioners

Subject to the powers and limitations as provided by law, the Agreement, or these By-laws, all powers of the Housing Authority shall be exercised, its property controlled and its affairs conducted by the Board of Commissioners (the "Board"), as is further specified in the Agreement.

Section 2. – Composition of the Board and Terms of Commissioners

The Board shall be composed of two Commissioners appointed by the Governing Body of the City of Yuba City, two Commissioners appointed by the Governing Body of the City of Live Oak; two Commissioners appointed by the Governing Body of the City of Colusa, two Commissioners appointed by the Sutter County Board of Supervisors, two Commissioners appointed by the Nevada County Board of Supervisors; two Commissioners appointed by the Yuba County Board of Supervisors, two Commissioners appointed by the Colusa County Board of Supervisors and except as otherwise provided

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (6376 : Appointment

in section 34246.5 of the California Health & Safety Code, one Tenant Commissioner of the Housing Authority as appointed jointly by the Governing Bodies of the Cities of Live Oak, Colusa and Yuba City and the Board of Supervisors of the Counties of Sutter, Yuba, Colusa and Nevada upon the recommendation of the Housing Authority Board of Commissioners. The Member Governing Bodies shall notify the Secretary of the Housing Authority, in writing, of all appointments.

Elected Commissioners will serve a term of one (1) year commencing on January 31 of each year. Non-Elected and Non-tenant Commissioners shall serve for a term of four (4) years commencing on January 31 of the year of their appointment. Vacancies shall be filled for the unexpired portion of the term The Tenant Commissioner jointly appointed shall serve for a term of two (2) years commencing on January 31 of the year of their appointment His/her successor shall be appointed jointly by the Governing Bodies of the respective jurisdictions for the terms of two (2) years except that a vacancy shall be filled for the unexpired term, but only so long as he/she remains a tenant of the Housing Authority His/Her successor shall also be a tenant of the Housing Authority and shall be appointed jointly by the Governing Bodies for the term of two (2) years except that a vacancy shall be filled for the unexpired term.

Regardless of the length of their term, Commissioners shall remain in office until their successor is sworn and assumes the office.

Section 3. – Voting Rights

Commissioners shall have one vote each at meetings of this Board

Section 4. – Additional Commissioners

Additional Commissioners may be added from time to time to represent additional Governing Bodies, provided that the addition of parties to the Agreement shall be approved by the Housing Authority and an affirmative vote of a majority of the Member Governing Bodies

Section 5. – Vacancies

Any vacancy occurring on the Board, whether because of death, incapacity, resignation, increase in the number of Commissioners, removal or otherwise, shall be filled by the Governing Body of the respective Member City or County.

Section 6. – Resignation

Any Commissioner representing a Member Governing Body may resign at any time by giving written notice of such resignation to the Secretary of the Housing Authority and to the appointing Member Governing Body Notwithstanding Section 2, such resignation shall be effective at the time specified therein, and acceptance of such

resignation shall not be necessary to make it effective. The Secretary shall also inform the appointing Governing Body of such resignation

Section 7. – Attendance at Meetings

Absence for three (3) consecutive meetings shall constitute neglect of duty as set forth in California Health and Safety Code section 34282 and shall be cause for removal from office by the appointing Governing Body. The vacant position shall be filled by the appointing Member City's or County's Governing Body

Section 8. – Removal

A Commissioner may be removed, for cause, by the respective Member Governing Body as set forth in California Health and Safety Code Section 34282 or its successor statute.

Section 9. – Withdrawal/Cancellation

Commissioners who represent Member Governing Bodies, which withdraw or are cancelled, as parties to the Agreement shall be removed as members of the Board and its Committees.

Section 10. – Conflict of Interest

A No Commissioner or officer who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, unless a full written disclosure has been received by the Executive Director, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. (amended on 05/03/2006, resolution 06-1091)

B. Family is defined as parents, spouse, children, siblings, grandparents, grandchildren, significant other and domestic partner.

ARTICLE III. – MEETINGS OF THE BOARD

Section 1. – Annual Meeting

The Annual Meeting of the Housing Authority shall be held on the first regular meeting of April or any other day so designated by the Commissioners at such time and at such place as the Commissioners may designate for the purposes of the election and the installation of officers, and the transaction of other business.

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (6376 : Appointment

Section 2. – Regular Meetings

Regular meetings of the Housing Authority shall be held at the regular meeting place of the Housing Authority at such time and places as may be provided by resolutions adopted from time to time by the Board, unless the same shall be a legal holiday, in which event said meeting shall be held on the next succeeding secular day. Upon the Secretary's recommendation, the Chairperson may cancel any of the regular scheduled meetings if there is not sufficient business to transact or may schedule additional Special Meetings for urgent business as circumstances require.

Section 3. – Place of Meetings

Regular meetings of the Board shall be held at any place as may be designated from time to time by the Board. In the absence of such designation, meetings shall be held at principal office of the Housing Authority.

Section 4. – Special Meetings

The Chairperson of the Housing Authority may, when he/she deems it expedient, and shall, upon the written request of two (2) Board Members of the Housing Authority, call a Special Meeting of the Board for the purpose of transacting any business designated in the call. The call for a Special Meeting may be delivered to each member of the Board at least twenty four (24) hours prior to the meeting, or may be mailed to the business or home address of each member of the Board at least two (2) days prior to the date of such Special Meeting, or may be waived by written waiver signed by all the members of the Board prior to the meeting. At such Special Meeting, no business shall be considered other than designated in the call.

Section 5. – Notices of Meetings and Posting of Agendas

Notice of time and place of all regular and special meetings shall be delivered personally, emailed or sent by first-class mail and addressed to each Commissioner and each Member Governing Body at the Commissioner's and Member Governing Body's address as it is shown on the records of the Housing Authority.

Section 6. – Quorum

The powers of the Housing Authority shall be vested in the Commissioners thereof in office from time to time. Three-fifths (3/5) of the Commissioners of the Housing Authority presently serving on the Board shall constitute a quorum for the purpose of conducting business in exercising its powers and for all other purposes.

Section 7. – Manner of Voting

Voting on all Resolutions coming before the Housing Authority shall be by roll call, and the "yeas" and "nays" shall be entered upon the Minutes of such meeting. The

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (6376 : Appointment to the Regional Housing Authority)

concurrence of a majority of the Commissioners appointed shall be necessary to take any action.

All Resolutions shall be in writing and shall be entered in a journal of the proceedings of the Authority.

Section 8. – Open Meetings

All regular and special meetings of the Board shall be held in compliance with the provisions of Health and Safety Code Section 34283 and the Ralph M. Brown Act, California Government Code Section 54950, et seq.

Section 9. – Fees and Compensation

Commissioners shall not receive any salary for their services as Commissioners; however, by action of the Board, reasonable expenses may be reimbursed. In addition, the Board may act to approve a per diem for Commissioners as allowed by California Health and Safety Code Section 34274.

ARTICLE IV. – OFFICERS

Section 1. – Officers

The officers of the Housing Authority shall be a Chairperson, Vice-Chairperson, a Secretary, and such other officers as the Board may appoint.

Section 2. – Election

The Board shall elect the Chairperson and Vice-Chairperson from among its members. The Secretary shall be the Executive Director of the Housing Authority. Elected officers shall serve terms of one year or until their successors are elected and qualified. Such election shall be held at the annual organizational meeting of the Board and shall be conducted by the Secretary.

Section 3. – Chairperson

The Chairperson of the Board shall preside at all meetings of the Board, and shall have such other powers and duties as may be prescribed from time to time by the Board. Except as otherwise authorized by Resolution of the Housing Authority, the Chairperson shall sign all contracts, deeds and other instruments made by the Housing Authority.

Section 4. – Vice-Chairperson

The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson; and in the case of the resignation or death of the Chairperson, the Vice-Chairperson shall perform such duties as are imposed on the

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Chairperson until such time as the Housing Authority shall select a new Chairperson. The Vice-Chairperson shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

Section 5. – Secretary

The Secretary shall be the Executive Director of the Housing Authority and, as Executive Director; he/she shall have general supervision over the administration of its business and affairs, subject to the direction of the Board. He/she shall be charged with the management of the Housing Projects of the Housing Authority.

As Secretary, he/she shall keep the records of the Housing Authority, shall act as secretary of the meetings of the Housing Authority, and its Board, and record all votes, and shall keep a record of the proceedings of the Housing Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his/her office. He/she shall keep in safe custody the seal of the Housing Authority and shall have power to affix such seal to contracts and instruments authorized to be executed by the Housing Authority.

The Secretary shall also be the Treasurer of the Housing Authority. As Treasurer, he/she shall have the care and custody of all funds of the Housing Authority and shall deposit the same in the name of the Housing Authority in such bank or banks as the Housing Authority may select. He/she shall sign all orders and checks for the payment of money and shall pay out and disburse such monies under the direction of the Board. Except as otherwise authorized by Resolution of the Board, all such orders and checks shall be countersigned by the Chairperson. He/she shall keep regular books of accounts showing receipts and expenditures and shall render to the Board, bi-annually, an account of his/her transactions, and also of the financial conditions of the Housing Authority.

The compensation of the Secretary shall be determined by the Board, provided that a temporary appointee selected from among the Commissioners of the Housing Authority shall serve without compensation (other than payment of necessary expenses).

Section 6. – Additional Duties

The officers of the Housing Authority shall perform such other duties and functions as may from time to time be required by the Housing Authority or the By-Laws or Rules and Regulations of the Housing Authority.

Section 7. – Terms of Office

The officers of the Housing Authority shall be elected at each Annual Meeting to serve until their successor is elected and qualified. All officers shall be elected on an annual basis. All other officers of the Housing Authority shall be permitted to succeed themselves at the will of the Commissioners.

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Section 8. – Vacancies

Should the offices of Chairperson and Vice-Chairperson become vacant, the Housing Authority shall elect a successor from its Commissioners at its next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary becomes vacant, the Housing Authority shall appoint a successor, as aforesaid.

Section 9. – Removal and Resignation

Any officer may be removed by a majority of the voting Commissioners at any regular or special meeting of the Board.

Any officer may resign at any time by giving written notice to the Board, the Chairperson of the Board, or the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V. – COMMITTEES OF THE BOARD

Section 1. – Committees Generally

Committees of the Board may be appointed as needed by the Chairperson. Each Committee shall exercise such power and carry out such functions as are designated by these By-Laws or as delegated by the Board from time to time. Except as otherwise provided by the Board or these By-Laws, such committees shall be advisory only and subject to the control of the Board.

Section 2. – Quorum, Meetings

A majority of the members of a committee shall constitute a quorum at any meeting of that committee, and all recommendations to the Board shall require a majority vote of those members present. Each committee shall meet as often as is necessary to perform its duties. A memo describing any recommendations made shall be presented to the Board.

Section 3. – Vacancies

Vacancies in any committee shall be filled for the unexpired portion of the term in the same manner as provided in the case of original appointment.

Section 4. – Expenditures

Except as may otherwise be provided by the Board or by these By-Laws, any expenditure of funds by a committee shall require prior approval of the Board.

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Section 5. – Fees and Compensation

Commissioners shall not receive any salary for their services as members of a Committee; however, a stipend equal to the amount paid for attendance of all Regular or Special Board of Commissioner meetings shall be paid to Committee members as allowed by California Health and Safety Code Section 34274.

ARTICLE VI. – ADMINISTRATION

Section 1. – Executive Director/Secretary

The Executive Director of the Housing Authority shall serve as the Executive Director and Secretary of the Housing Authority. The Executive Director, or designee, shall attend meetings of the Board, but shall have no vote, and shall administer the business and activities of the Housing Authority, including those specific duties assigned by the Board or required by the Agreement. The duties as Secretary shall be as prescribed by Section 5 of Article IV above.

The Executive Director shall provide for such other employees as may be necessary for management of the Housing Authority's business, subject to approval by the Board, or the Housing Authority's Executive Committee

Section 2. – Duties of Executive Director

The authority and responsibility of the Executive Director, and where appropriate, his/her designee, and to whom the Board shall provide policy direction, shall include:

A. Exercising responsibility for the selection, employment and supervision of all other employees of the Housing Authority.

B. Coordinating and carrying out the Housing Authority's purposes and objectives according to the policies and procedures of the Housing Authority, the policy direction of the Board and the approved work program; including reporting at the next regular meeting relative to the exercise of any significant powers of duties;

C. Attending, as a non-voting member, the meetings of the Board and its committees;

D. Representing the Board and the Housing Authority in dealings with the public and other organizations;

E. Reporting the Housing Authority's activities to the parties to the Agreement at such times and in such manner as prescribed by them

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F. Performing such specific duties as are set forth in the Agreement; and

G. Performing such specific duties that are delegated by the Board.

ARTICLE VII. – MISCELLANEOUS

Section 1. – Agents and Representatives

The Board may appoint such agents and representatives of the Housing Authority with such power and to perform such acts or duties on behalf of the Housing Authority, as the Board may see fit, so far as may be consistent with the Agreement, these By-Laws and applicable laws.

Section 2. – Bonding

Officers, Commissioners, and employees handling funds shall be properly bonded as determined by the Board of Commissioners.

Section 3. – Fiscal Year

The fiscal year of the Housing Authority shall end on March 31.

Section 4. – Authority of Payments

All invoices, billings and claims for payment of losses shall be approved and signed by any two of the following before payment.

A. Chairperson of the Board;

B. The Vice-Chairperson of the Board;

C. The Executive Director/Secretary; or

D. Specific check signers designated by Board Resolution.

Section 5. – Rules of Procedure for Meetings

All meetings of the Board, the Executive Committee and other committees or bodies of the Housing Authority shall be conducted in accordance with Robert's Rules of Order, provided that in the event of any conflict, such rules shall be superseded by the Agreement, these By-Laws and California Law.

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (6376 : Appointment to the Regional Housing Authority)

ARTICLE VIII. – AMENDMENT OF BY-LAWS

The By-Laws of the Housing Authority shall be amended only with the approval of at least eight (8) Commissioners of the Housing Authority at a regular or a special meeting. No such amendment shall be adopted unless at least thirty (30) days written notice thereof has been previously given to all Commissioners of the Housing Authority. The secretary of the Housing Authority shall prepare and distribute any revisions to all parties to the Agreement.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly appointed and acting Secretary of the Regional Housing Authority.
2. That the forgoing By-Laws, comprising ten (10) pages, including this page, constitute the By-Laws of said Housing Authority as duly restated and adopted by the Board of Commissioners of said Housing Authority at a meeting duly held on November 4, 2020.

IN WITNESS WHEREOF, I hereunto subscribed my name this 4th day of November 2020.

Gustavo Becerra
Executive Director and Secretary

Attachment: 11-4-20 Regional Housing Authority - Amended Bylaws (6376 : Appointment to the Regional Housing Authority)

COUNTY OF COLUSA, CA

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **Board of Supervisors**

FROM: **Wendy Tyler**

SUBJECT: **Discussion and possible direction to staff concerning renaming of Lone Star Road**

Discussion and possible direction to staff concerning renaming of Lone Star Road

Detailed Description/Background of request

Supervisors Corona and Boes have requested a discussion item be placed on the Board's agenda concerning the renaming of Lone Star Road to Reuben Lopez Road.

Private First Class Rueben "Boy" Lopez was killed in action on August 11, 2011 while serving in the US Army in Afghanistan. PFC Lopez was a Williams resident who cared about his community and dreamed of joining the CHP in order to help others. Renaming Lone Star Road would be a way to honor PFC Lopez's duty and sacrifice.

According to the Community Development Department there are 6 addresses on Lone Star Road.

Prior Board Action

None.

Fiscal Impact/Funding Source

No fiscal impact for the discussion, however should the Board choose to proceed, there will be costs from DPW for signage work.

Action for the Clerk

None.

COUNTY OF COLUSA, CA

12.1

Request For County Board of Supervisors Action

MEETING DATE: February 16, 2021

DEPARTMENT: County Administrative Office

FROM: Kaline Moore

SUBJECT: Intra Budget Adjustments FY20/21

Approve FY 20/21 Intra Budget Adjustment No.'s: B-21008 - B-21012; B21016-B21021.

Detailed Description/Background of request

Increase/Decrease Revenue and Appropriations for various departments. These adjustment corrects some line items that were allocated to the wrong line in the adopted 20/21 budget approved on September 29, 2020 and reallocate budgeted funds due to unforeseen expenses.
See attachment for details.

		FROM			TO			
Intra Budget #	Department Name	Fund	Dept	From	Fund	Dept	To	Adjustment Amount
B-21008	Human Resources	00101	1040	51010	00101	1040	Various	30,000.00
B-21009	B&G-Maintenance	00101	1073	53130	00101	1073	Various	2,525.00
B-21010	Treasurer	00101	1022	53121	00101	1022	53231	1,073.00
B-21011	Victim Witness / DA	00101	2016	Various	00101	2036	Various	4,036.00
B-21012	Victim Witness	00101	2036	53180	00101	2036	59452	2,982.73
B-21016	DPW - Airport Special	00152	3021	452300	00152	3021	Various	154,000.00
B-21017	BHS- MHSA Cap Facilities	02943	002943	57143	02943	002943	Various	100,000.00
B-21018	Live Scan Fingerprinting	02334	002334	53060	02334	002334	53121	1,350.00
B-21019	Ag Administration	00101	2059	51010	00101	2059	53180	8,000.00
B-21020	Sheriff	00101	2021	Various	00101	2021	Various	4,639.00
B-21021	Community Corrections	02528	002528	53230	02528	002528	57034	61.00

Prior Board Action

None

Fiscal Impact/Funding Source

See above and detailed descriptions on the individual budget adjustment sheets

Action for the Clerk

None

ATTACHMENTS:

- B-21008 - B-21021 (PDF)

Colusa County Board of Supervisors **Agenda Request**

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

INTRA-BUDGET ADJUSTMENT

Department Name: CAO - Human Resources

Submitted By: Kaline Moore

Due to a budget deficiency or unanticipated expense, I am requesting a transfer or additional appropriation as listed below:

FROM:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00101	1040	51010	Salaries & Wages*	$ 284,366.00	$ 254,366.00	$ 30,000.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 30,000.00

***See IB-010 for Current Amt Budgeted**

TO:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00101	1040	51012	Overtime	$ -	$ 12,000.00	$ 12,000.00
00101	1040	53180	Prof/Specialized Services	$ 103,000.00	$ 121,000.00	$ 18,000.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 30,000.00

☒ Sufficient balances are available to meet above request transfer from current budget.
Remarks: To allocate S&B wages to Overtime line item to cover staff time working on COVID related items Recoginized COVID income on IB-010. To move S&B funds to Prof Services line item to cover the costs of the interim director and the recruitment costs for new HR director.

☐ Insufficient balances are available to meet above request within department budget.
Requires transfer from Contingencies. ***(Explanation for need of contingencies is required.)***
Remarks:

Fiscal Year: 2020-21

Budget Change B-21008

Attachment: B-21008 - B-21021 (6383 : Intra Budgets B21008-B21012; B21016-B21021 FY20/21)

Colusa County Board of Supervisors **Agenda Request**

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

INTRA-BUDGET ADJUSTMENT

Department Name: CAO - B&G - Maintenance

Submitted By: Kaline Moore

Due to a budget deficiency or unanticipated expense, I am requesting a transfer or additional appropriation as listed below:

FROM:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00101	1073	53130	Maintenance-Stru,Imp, Grn	$ 165,382.00	$ 162,857.00	$ 2,525.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 2,525.00

***See IB-____ for Current Amt Budgeted**

TO:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00101	1073	53220	Small Tools	$ 2,500.00	$ 5,000.00	$ 2,500.00
00101	1073	53170	Office Exp	$ 800.00	$ 825.00	$ 25.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 2,525.00

☒ Sufficient balances are available to meet above request transfer from current budget.
Remarks: To move funds from miantnenance to Small tools to cover the unanticipated purchase of new fire extinguishers/signage for the New Law building and handheld sterilizing machines.

☐ Insufficient balances are available to meet above request within department budget.
Requires transfer from Contingencies. ***(Explanation for need of contingencies is required.)***
Remarks:

Fiscal Year: 2020-21

Budget Change B-21009

Attachment: B-21008 - B-21021 (6383 : Intra Budgets B21008-B21012; B21016-B21021 FY20/21)

Colusa County Board of Supervisors **Agenda Request**

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

INTRA-BUDGET ADJUSTMENT

Department Name: Treasurer

Submitted By: Cindy Dillard

Due to a budget deficiency or unanticipated expense, I am requesting a transfer or additional appropriation as listed below:

FROM:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00101	1022	53121	Maintenance - Software	$ 8,866.00	$ 7,793.00	$ 1,073.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 1,073.00

TO:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00101	1022	53231	Software	$ -	$ 1,073.00	$ 1,073.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 1,073.00

☒ Sufficient balances are available to meet above request transfer from current budget.
Remarks: To move funds that were mistakenly budgeted in the wrong line item for software upgrades recommended by IT.

☐ Insufficient balances are available to meet above request within department budget.
Requires transfer from Contingencies. ***(Explanation for need of contingencies is required.)***
Remarks:

Fiscal Year: 2020-21

Budget Change B-21010

Attachment: B-21008 - B-21021 (6383 : Intra Budgets B21008-B21012; B21016-B21021 FY20/21)

Colusa County Board of Supervisors **Agenda Request**

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

INTRA-BUDGET ADJUSTMENT

Department Name: District Attorney - Victim Witness

Submitted By: Devin Kelley

Due to a budget deficiency or unanticipated expense, I am requesting a transfer or additional appropriation as listed below:

FROM:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00101	2016	51010	Salaries & Wages	$ 985,105.00	$ 982,844.00	$ 2,261.00
00101	2016	51020	Deferred Compensation	$ 3,684.00	$ 3,670.00	$ 14.00
00101	2016	51021	Retirement	$ 396,742.00	$ 395,891.00	$ 851.00
00101	2016	51022	OASDI	$ 76,083.00	$ 75,909.00	$ 174.00
00101	2016	51029	Group Insurance-Vision	$ 1,689.00	$ 1,683.00	$ 6.00
00101	2016	51030	Group Insurance-Health	$ 14,845.00	$ 14,782.00	$ 63.00
00101	2016	510301	Group Ins-Health(125)	$ 94,631.00	$ 94,010.00	$ 621.00
00101	2016	51031	Group Insurance-Life	$ 589.00	$ 587.00	$ 2.00
00101	2016	51033	Group Insurance-Dental	$ 5,346.00	$ 5,326.00	$ 20.00
00101	2016	51036	Employee Assistance Prog	$ 277.00	$ 276.00	$ 1.00
00101	2016	51038	Active HRA Contribution	$ 6,540.00	$ 6,517.00	$ 23.00
						$ -
					Total	$ 4,036.00

TO:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00101	2036	51010	Salaries & Wages	$ 115,830.00	$ 118,091.00	$ 2,261.00
00101	2036	51020	Deferred Compensation	$ 636.00	$ 650.00	$ 14.00
00101	2036	51021	Retirement	$ 43,912.00	$ 44,763.00	$ 851.00
00101	2036	51022	OASDI	$ 10,025.00	$ 10,199.00	$ 174.00
00101	2036	51029	Group Insurance-Vision	$ 325.00	$ 331.00	$ 6.00
00101	2036	51030	Group Insurance-Health	$ 1,835.00	$ 1,898.00	$ 63.00
00101	2036	510301	Group Ins-Health(125)	$ 14,569.00	$ 15,190.00	$ 621.00
00101	2036	51031	Group Insurance-Life	$ 113.00	$ 115.00	$ 2.00
00101	2036	51033	Group Insurance-Dental	$ 1,134.00	$ 1,154.00	$ 20.00
00101	2036	51036	Employee Assistance Prog	$ 53.00	$ 54.00	$ 1.00
00101	2036	51038	Active HRA Contribution	$ 1,260.00	$ 1,283.00	$ 23.00
						$ -
					Total	$ 4,036.00

☒ Sufficient balances are available to meet above request transfer from current budget.
Remarks: To move 5% of Fiscal Analyst S&B to Victim Witness budget. This increase was approved by the grant administrators and became effective 10/1/20

☐ Insufficient balances are available to meet above request within department budget.
Requires transfer from Contingencies. ***(Explanation for need of contingencies is required.)***
Remarks:

Fiscal Year: 20/21

Budget Change B-21011

Attachment: B-21008 - B-21021 (6383 : Intra Budgets B21008-B21012; B21016-B21021 FY20/21)

Colusa County Board of Supervisors **Agenda Request**

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

INTRA-BUDGET ADJUSTMENT

Department Name: Victim Witness

Submitted By: Devin Kelley

Due to a budget deficiency or unanticipated expense, I am requesting a transfer or additional appropriation as listed below:

FROM:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00101	2036	53180	Prof/Specialized Services	$ 9,568.00	$ 6,585.27	$ 2,982.73
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 2,982.73

TO:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00101	2036	59452	Transfers Out	$ -	$ 2,982.73	$ 2,982.73
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 2,982.73

☒ Sufficient balances are available to meet above request transfer from current budget.
Remarks: To move funds to cover the Transfer out to 1073-479910 to cover the cost of the additional crash bar installed at the New Law Building and approved by the Grant administrators.

☐ Insufficient balances are available to meet above request within department budget.
Requires transfer from Contingencies. ***(Explanation for need of contingencies is required.)***
Remarks:

Fiscal Year: 20/21

Budget Change B-21012

Attachment: B-21008 - B-21021 (6383 : Intra Budgets B21008-B21012; B21016-B21021 FY20/21)

Colusa County Board of Supervisors **Agenda Request**

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

INTRA-BUDGET ADJUSTMENT

Department Name: Public Works - Airport Special

Submitted By: Kirsten Montejano

Due to a budget deficiency or unanticipated expense, I am requesting a transfer or additional appropriation as listed below:

FROM:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00152	3021	452300	Aid for Aviation	$ 164,000.00	$ 10,000.00	$ (154,000.00)
					Total	$ (154,000.00)

TO:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00152	3021	455300	Aid for Construction	$ -	$ 138,600.00	$ 138,600.00
00152	3021	455358	Cares Act (Covid-19)	$ -	$ 15,400.00	$ 15,400.00
					Total	$ 154,000.00

☒ Sufficient balances are available to meet above request transfer from current budget.
Remarks: FAA grant funds (including Cares Act funding) were budgeted in the wrong account. This will move budgeted funds to the correct account classifications.

☐ Insufficient balances are available to meet above request within department budget.
Requires transfer from Contingencies. ***(Explanation for need of contingencies is required.)***
Remarks:

Fiscal Year: 20-2021

Budget Change B-21016

Attachment: B-21008 - B-21021 (6383 : Intra Budgets B21008-B21012; B21016-B21021 FY20/21)

Colusa County Board of Supervisors **Agenda Request**

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

INTRA-BUDGET ADJUSTMENT

Department Name: Behavioral Health - 02943 - MHSA Cap Facilities

Submitted By: Bonnie Briscoe

Due to a budget deficiency or unanticipated expense, I am requesting a transfer or additional appropriation as listed below:

FROM:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
02943	002943	57143	Auto >$5,000	$ 100,000.00	$ -	$ 100,000.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 100,000.00

TO:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
02943	002943	59452	Transfers Out	$ 212,108.00	$ 288,966.00	$ 76,858.00
02943	002943	53199	Lease	$ -	$ 7,050.00	$ 7,050.00
02943	002943	53120	Maintenance - Equip	$ -	$ 2,500.00	$ 2,500.00
02943	002943	53230	Special Department Expense	$ -	$ 3,700.00	$ 3,700.00
02943	002943	53170	Office Expense	$ 54,705.00	$ 64,597.00	$ 9,892.00
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 100,000.00

☒ Sufficient balances are available to meet above request transfer from current budget.
Remarks: To move allocated funds from vehicle line item to increase transfers out to the building fund to cover the change order for the HVAC control system with Aircon. Additionally move funds into the lease expense to cover the lease of 3 vehicles through Enterprise Fleet. 7 vehicles @ $502/mo x 2 mo lease exp./ 7 veh @ $40/mo plus cage equipment for maintenance costs, and $515 per verhicle for administration and delivery fee. These are average costs for vehicles currently leased with Enterprise.

☐ Insufficient balances are available to meet above request within department budget.
Requires transfer from Contingencies. ***(Explanation for need of contingencies is required.)***
Remarks:

Fiscal Year: 2020-21

Budget Change B-21017

Attachment: B-21008 - B-21021 (6383 : Intra Budgets B21008-B21012; B21016-B21021 FY20/21)

Colusa County Board of Supervisors **Agenda Request**

1/29/2021

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

INTRA-BUDGET ADJUSTMENT

Department Name: Live Scan Fingerprinting

Submitted By: James Pastorino

Due to a budget deficiency or unanticipated expense, I am requesting a transfer or additional appropriation as listed below:

FROM:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
02334	002334	53060	Communications	$ 5,100.00	$ 3,750.00	$ 1,350.00
					$ -	$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 1,350.00

TO:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
02334	002334	53121	Maintenance Software	$ 2,100.00	$ 3,450.00	$ 1,350.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 1,350.00

☒ Sufficient balances are available to meet above request transfer from current budget.

Remarks: This transfer is being requested to move funds to cover increase of Live Scan Maintenance Renewal. Funds were originally budgeted in Communications; however, due to DA Office relocation, communication funding is no longer needed.

☐ Insufficient balances are available to meet above request within department budget.

Requires transfer from Contingencies. ***(Explanation for need of contingencies is required.)***

Remarks:

Fiscal Year: 20/21

Budget Change B-21018

Attachment: B-21008 - B-21021 (6383 : Intra Budgets B21008-B21012; B21016-B21021 FY20/21)

Colusa County Board of Supervisors **Agenda Request**

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

INTRA-BUDGET ADJUSTMENT

Department Name: Ag Admin

Submitted By: Leeann Price

Due to a budget deficiency or unanticipated expense, I am requesting a transfer or additional appropriation as listed below: We have a S&B savings due to vacancies of 2 positions. We contracted with Lake County to use their Commissioner and APCO as our acting Interim Ag Commissioner & APCO.

FROM:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00101	2059	51010	Salaries & Wages	$ 306,346.00	$ 298,346.00	$ 8,000.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 8,000.00

TO:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00101	2059	53180	Prof/Specialized Services	$ 200.00	$ 8,200.00	$ 8,000.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 8,000.00

☒ Sufficient balances are available to meet above request transfer from current budget.
Remarks: Using S&B savings from the Ag Commissioner & Fiscal Admin Officer positions to pay for the contractual costs of the interim Ag Commissioner and Air Pollution Control Officer.

☐ Insufficient balances are available to meet above request within department budget.
Requires transfer from Contingencies. ***(Explanation for need of contingencies is required.)***
Remarks:

Fiscal Year: 20/21

Budget Change B-21019

Attachment: B-21008 - B-21021 (6383 : Intra Budgets B21008-B21012; B21016-B21021 FY20/21)

Colusa County Board of Supervisors **Agenda Request**

2/5/2021

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

INTRA-BUDGET ADJUSTMENT

Department Name: Sheriff

Submitted By: James Pastorino

Due to a budget deficiency or unanticipated expense, I am requesting a transfer or additional appropriation as listed below:

FROM:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00101	2021	53120	Maint. Equipment	$ 46,700.00	$ 44,061.00	$ 2,639.00
00101	2021	53230	Special Department Expenses	$ 5,000.00	$ 4,000.00	$ 1,000.00
00101	2021	53231	Software	$ 3,653.00	$ 2,653.00	$ 1,000.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 4,639.00

TO:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
00101	2021	53121	Maintenance Software	$ 1,000.00	$ 2,000.00	$ 1,000.00
00101	2021	57011	Computer Equipment < $5,000.00	$ -	$ 2,554.00	$ 2,554.00
00101	2021	57058	Comm. Equipment < $5,000	$ -	$ 1,085.00	$ 1,085.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 4,639.00

[x] Sufficient balances are available to meet above request transfer from current budget.

Remarks: This transfer is being requested to cover unanticipated replacement of inoperable UPS backup, failed tape drive, Webcam for Zoom-Virtual meetings, and Annual Software Maintenance for the new Server.

[ ] Insufficient balances are available to meet above request within department budget.
Requires transfer from Contingencies. ***(Explanation for need of contingencies is required.)***

Remarks:

Fiscal Year: 20/21

Budget Change B-21020

Attachment: B-21008 - B-21021 (6383 : Intra Budgets B21008-B21012; B21016-B21021 FY20/21)

Colusa County Board of Supervisors **Agenda Request**

REQUEST FOR APPROPRIATION OR TRANSFER OF FUNDS

INTRA-BUDGET ADJUSTMENT

Department Name: 02528 - Community Corrections

Submitted By: Fanny Reynoso

Due to a budget deficiency or unanticipated expense, I am requesting a transfer or additional appropriation as listed below:

FROM:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
02528	002528	53230	Special Department Expense	$ 14,200.00	$ 14,139.00	$ 61.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 61.00

TO:

FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED*	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
02528	002528	57034	Guns/Weapons <$5000	$ 1,278.00	$ 1,339.00	$ 61.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
					Total	$ 61.00

* Current Amt Budgeted from IB-019

☒ Sufficient balances are available to meet above request transfer from current budget.
Remarks: Sale of department issued Glock to retiree G. Munoz, $400 raised for purchase of new Glock. Remaining $61 to come from Special Dept. expense.

☐ Insufficient balances are available to meet above request within department budget.
Requires transfer from Contingencies. ***(Explanation for need of contingencies is required.)***
Remarks:

Fiscal Year: 2020-21

Budget Change B-21021

Attachment: B-21008 - B-21021 (6383 : Intra Budgets B21008-B21012; B21016-B21021 FY20/21)

COUNTY OF COLUSA, CA **12.2**

Request For County Board of Supervisors Action

MEETING DATE:	**February 16, 2021**
DEPARTMENT:	**County Administrative Office**
FROM:	**Kaline Moore**
SUBJECT:	**Revenue and Appropriations Inter-Budget Adjustments FY20/21**

Approve FY 20/21 Revenue and Appropriations Inter-Budget Adjustments No.'s 008-020.
(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 attached Budget Adjustment ledger for summary details or IB008 - IB020 forms for full details.

Prior Board Action

None

Fiscal Impact/Funding Source

See above and detailed descriptions on the budget adjustment forms.

Action for the Clerk

None

ATTACHMENTS:

- Inter-Budget Adjustment Ledger 008-020 (PDF)
- IB-008 - IB-020 (PDF)

Inter-Budget Ledger					
Board of Supervisors	00101	1011	479910	4,194.70	IB-008
Board of Supervisors	00101	1011	53170	38.45	
Board of Supervisors	00101	1011	53180	4,156.25	
CARES Act	02959	002959	59452	4,194.70	
County Administrative Office	00101	1012	479910	1,199.03	IB-009
County Administrative Office	00101	1012	53170	299.65	
County Administrative Office	00101	1012	53060	899.38	
CARES Act	02959	002959	59452	1,199.03	
Human Resources	00101	1040	479910	8,210.00	IB-010
Human Resources	00101	1040	51010	8,210.00	
CARES Act	02959	002959	59452	8,210.00	
Risk Management	00101	1011	479910	9,218.53	IB-011
Risk Management	00101	1011	51010	4,780.12	
Risk Management	00101	1011	53140	2,998.00	
Risk Management	00101	1011	53170	582.41	
Risk Management	00101	1011	53230	858.00	
CARES Act	02959	002959	59452	9,218.53	
Planning & Building	00101	2076	479910	5,000.00	IB-012
Planning & Building	00101	2076	53231	5,000.00	
CARES Act	02959	002959	59452	5,000.00	
Victim Witness	00101	2036	53230	(3,931.00)	IB-013
PSPS Resiliency Grant	02345	002345	53120	(2,000.00)	IB-014
PSPS Resiliency Grant	02345	002345	53220	4,500.00	
PSPS Resiliency Grant	02345	002345	53231	2,200.00	
PSPS Resiliency Grant	02345	002345	57011	10,000.00	
PSPS Resiliency Grant	02345	002345	57064	46,805.00	
PSPS Resiliency Grant	02345	002345	57141	9,700.00	
PSPS Resiliency Grant	02345	002345	57164	18,000.00	
B&G - Maintenance	00101	1073	479910	2,982.73	IB-015
Building Fund	00121	1080	479910	2,982.73	
B&G - Maintenance	00101	1073	59452	2,982.73	
Building Fund	00121	1080	57361	2,982.73	
Roads	00110	3010	454164	287,426.00	IB-016
Roads	00110	3010	454165	59,538.85	
CSA 2	02657	002657	455355	8,469.49	IB-017
CSA 2	02657	002657	53120	8,469.49	
Building Fund	00121	1080	479910	93,229.00	IB-018
Building Fund	00121	1080	57361	93,229.00	
Courthouse Construction	02126	002126	59452	16,371.00	
Community Corrections	02528	002528	479475	400.00	IB-019
Community Corrections	02528	002528	57034	400.00	
Realignment - Mental Health	02935	002935	455356	132,065.00	IB-020
Realignment - Mental Health	02935	002935	59452	132,065.00	
Mental Health	00106	4013	479910	132,065.00	

Attachment: Inter-Budget Adjustment Ledger 008-020 (6385 : Inter-Budgets IB008 - IB020)

Colusa County Board of Supervisors **Agenda Request**

ESTIMATED REVENUE & APPROPRIATIONS

INTER-BUDGET ADJUSTMENT

Department Name: CAO - Board of Supervisors

Submitted By: Kaline Moore

Explanation To recognize CARES funding received and allocate to the proper expense accounts where funds were used for social media management and misc office supplies
02859 - Use fund balance to cover expenses noted above.

TO INCREASE (DECREASE) REVENUE

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
Board of Supervisors	00101	1011	479910	Transfers In	$ 32,010.00	$ 36,204.70	$ 4,194.70
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 4,194.70

TO INCREASE (DECREASE) APPROPRIATIONS

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
Board of Supervisors	00101	1011	53170	Office Expense	$ 1,500.00	$ 1,538.45	$ 38.45
Board of Supervisors	00101	1011	53180	Prof/Specialized Services	$ 204,700.00	$ 208,856.25	$ 4,156.25
							$ -
							$ -
							$ -
CARES	02859	002859	59452	Transfers Out	$ 514,253.00	$ 518,447.70	$ 4,194.70
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 8,389.40

Fiscal Year: 2020-21

Inter-Budget #: IB-008

Attachment: IB-008 - IB-020 (6385 : Inter-Budgets IB008 - IB020)

Colusa County Board of Supervisors **Agenda Request**

ESTIMATED REVENUE & APPROPRIATIONS

INTER-BUDGET ADJUSTMENT

Department Name: CAO

Submitted By: Kaline Moore

Explanation To recognize CARES funding received and allocate to the proper expense accounts where funds were used. Zoom/Vast communication expenses & misc PPE office supplies.
02859 - Use fund balance to cover expenses noted above.

TO INCREASE (DECREASE) REVENUE

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
CAO	00101	1012	479910	Transfers In	$ 87,163.00	$ 88,362.03	$ 1,199.03
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 1,199.03

TO INCREASE (DECREASE) APPROPRIATIONS

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
CAO	00101	1012	53170	Office Expense	$ 5,138.00	$ 5,437.65	$ 299.65
CAO	00101	1012	53060	Communications	$ 2,800.00	$ 3,699.38	$ 899.38
							$ -
							$ -
CARES	02859	002859	59452	Transfers Out*	$ 518,447.70	$ 519,646.73	$ 1,199.03
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 2,398.06

*See IB-008 for Current Amt Budgeted

Fiscal Year: 2020-21

Inter-Budget #: IB-009

Attachment: IB-008 - IB-020 (6385 : Inter-Budgets IB008 - IB020)

Colusa County Board of Supervisors **Agenda Request**

ESTIMATED REVENUE & APPROPRIATIONS

INTER-BUDGET ADJUSTMENT

Department Name: CAO - Human Resources

Submitted By: Kaline Moore

Explanation To recognize CARES funding received and allocate to the proper expense accounts where funds were used to cover additional staff time due to COVID

02859 - Use fund balance to cover expenses noted above.

TO INCREASE (DECREASE) REVENUE

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
Human Resources	00101	1040	479910	Transfers In	$ 7,514.00	$ 15,724.00	$ 8,210.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 8,210.00

TO INCREASE (DECREASE) APPROPRIATIONS

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
Human Resources	00101	1040	51010	Salaries & Wages	$ 276,156.00	$ 284,366.00	$ 8,210.00
							$ -
							$ -
							$ -
							$ -
CARES	02859	002859	59452	Transfers Out*	$ 519,646.73	$ 527,856.73	$ 8,210.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 16,420.00

*See IB-009 for Current Amt Budgeted

Fiscal Year: 2020-21

Inter-Budget #: IB-010

Attachment: IB-008 - IB-020 (6385 : Inter-Budgets IB008 - IB020)

Colusa County Board of Supervisors **Agenda Request**

ESTIMATED REVENUE & APPROPRIATIONS

INTER-BUDGET ADJUSTMENT

Department Name: CAO - Risk Management

Submitted By: Kaline Moore

Explanation To recognize CARES funding received and allocate to the proper expense accounts where funds were used for additional staff time and PPE equipment/supplies.
02859 - Use fund balance to cover expenses noted above.

TO INCREASE (DECREASE) REVENUE

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
Risk Management	00101	1101	479910	Transfers In	$ 5,025.00	$ 14,243.53	$ 9,218.53
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 9,218.53

TO INCREASE (DECREASE) APPROPRIATIONS

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
Risk Management	00101	1101	51010	Salaries & Wages	$ 75,963.00	$ 80,743.12	$ 4,780.12
Risk Management	00101	1101	53140	Medical, Dental & Lab Supp	$ -	$ 2,998.00	$ 2,998.00
Risk Management	00101	1101	53170	Office Expense	$ 600.00	$ 1,182.41	$ 582.41
Risk Management	00101	1101	53230	Special Dept. Expense	$ 500.00	$ 1,358.00	$ 858.00
							$ -
							$ -
CARES	02859	002859	59452	Transfers Out*	$ 527,856.73	$ 537,075.26	$ 9,218.53
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 18,437.06

*See IB-010 for Current Amt Budgeted

Fiscal Year: 2020-21

Inter-Budget #: IB-011

Attachment: IB-008 - IB-020 (6385 : Inter-Budgets IB008 - IB020)

Colusa County Board of Supervisors **Agenda Request**

ESTIMATED REVENUE & APPROPRIATIONS

INTER-BUDGET ADJUSTMENT

Department Name: Planning & Building

Submitted By: Julia Ornbaun

Explanation To recognize CARES funding received and allocate to the proper expense accounts where funds were used to cover the cost of enabling a virtual inspections platform.
02859 - Use fund balance to cover COVID purchases for virtual inspections.

TO INCREASE (DECREASE) REVENUE

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
Planning & Building	00101	2076	479910	Transfers In	$ 83,969.00	$ 88,969.00	$ 5,000.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 5,000.00

TO INCREASE (DECREASE) APPROPRIATIONS

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
Planning & Building	00101	2076	53231	Software	$ 800.00	$ 5,800.00	$ 5,000.00
							$ -
							$ -
							$ -
							$ -
CARES	02859	002859	59452	Transfers Out*	$ 537,075.26	$ 542,075.26	$ 5,000.00
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 10,000.00

*See IB-011 for Current Amt Budgeted

Fiscal Year: 2020-21

Inter-Budget #: IB-012

Attachment: IB-008 - IB-020 (6385 : Inter-Budgets IB008 - IB020)

Colusa County Board of Supervisors **Agenda Request**

ESTIMATED REVENUE & APPROPRIATIONS

INTER-BUDGET ADJUSTMENT

Department Name: District Attorney

Submitted By: Devin Kelley

Explanation Victim Witness had additional Indirect Overhead costs that were added to the budget per IB-002. This adjustment will reduce expense account 53230 to cover this cost.

TO INCREASE (DECREASE) REVENUE

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ -

TO INCREASE (DECREASE) APPROPRIATIONS

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
Victim Witness	00101	2036	53230	Special Dept Expense	$ 9,262.00	$ 5,331.00	$ (3,931.00)
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ (3,931.00)

Fiscal Year: 2020-21

Inter-Budget #: IB-013

Attachment: IB-008 - IB-020 (6385 : Inter-Budgets IB008 - IB020)

Colusa County Board of Supervisors **Agenda Request**

1/7/2021

ESTIMATED REVENUE & APPROPRIATIONS

INTER-BUDGET ADJUSTMENT

Department Name: Sheriff SRF 02345 - Community Power Resiliency Allocation

Submitted By: James Pastorino

Explanation Increase appropriations using fund balance available for Board of Supervisor approved Community Power Resiliency Allocation Spending Plan.
Funds received in 2019-20

TO INCREASE (DECREASE) REVENUE

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ -

TO INCREASE (DECREASE) APPROPRIATIONS

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
PSPS Resiliency Grant	02345	002345	53120	Maintenance - Equipment	$ 2,500.00	$ 500.00	$ (2,000.00)
PSPS Resiliency Grant	02345	002345	53220	Small Tools & Instruments	$ -	$ 4,500.00	$ 4,500.00
PSPS Resiliency Grant	02345	002345	53231	Software	$ -	$ 2,200.00	$ 2,200.00
PSPS Resiliency Grant	02345	002345	57011	Computer Equip < $5,000	$ -	$ 10,000.00	$ 10,000.00
PSPS Resiliency Grant	02345	002345	57064	Misc. Equip < $5,000	$ 5,000.00	$ 51,805.00	$ 46,805.00
PSPS Resiliency Grant	02345	002345	57141	Trailer > $5,000	$ -	$ 9,700.00	$ 9,700.00
PSPS Resiliency Grant	02345	002345	57164	Misc. Equip > $5,000	$ -	$ 18,000.00	$ 18,000.00
							$ -
							$ -
						Total	$ 89,205.00

Fiscal Year: 2020-21

Inter-Budget #: IB-014

Attachment: IB-008 - IB-020 (6385 : Inter-Budgets IB008 - IB020)

Colusa County Board of Supervisors **Agenda Request**

ESTIMATED REVENUE & APPROPRIATIONS

INTER-BUDGET ADJUSTMENT

Department Name: CAO - B&G-Maintenance

Submitted By: Kaline Moore

Explanation To recognize Funds received from Victim Witness to cover the cost of McCumber Glass change order for the installation of a crash bar at the New Law Building and allocate to Transfers Out to cover the funds transferred to the Building Fund for this expense and increase the expense account in Building Fund where invoice was paid

TO INCREASE (DECREASE) REVENUE

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
B&G-Maintenance	00101	1073	479910	Transfers In	$ 40,612.00	$ 43,594.73	$ 2,982.73
							$ -
							$ -
							$ -
Building Fund	00121	1080	479910	Transfers In*	$ 3,577,675.00	$ 3,580,657.73	$ 2,982.73
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 5,965.46

TO INCREASE (DECREASE) APPROPRIATIONS

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
B&G-Maintenance	00101	1073	59452	Transfers Out	$ 231,758.00	$ 234,740.73	$ 2,982.73
							$ -
							$ -
Building Fund	00121	1080	57361	Structures & Imp >$5,000*	$ 4,393,615.00	$ 4,396,597.73	$ 2,982.73
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 5,965.46

*Current Amounts budgeted from IB-018

Fiscal Year: 2020-21 Inter-Budget #: IB-015

Attachment: IB-008 - IB-020 (6385 : Inter-Budgets IB008 - IB020)

Colusa County Board of Supervisors **Agenda Request**

ESTIMATED REVENUE & APPROPRIATIONS

INTER-BUDGET ADJUSTMENT

Department Name: Public Works - Road

Submitted By: Kirsten Montejano

Explanation Increase budget to recognize LTF and OWP carryover funds which will decrease the use of fund balance for road maintenance and GIS tasks already budgeted.

TO INCREASE (DECREASE) REVENUE

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
Public Works - Road	00110	3010	454164	Local Transportation	$ -	$ 287,426.00	$ 287,426.00
Public Works - Road	00110	3010	454165	State Planning - OWP	$ 131,665.00	$ 191,203.85	$ 59,538.85
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 346,964.85

TO INCREASE (DECREASE) APPROPRIATIONS

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ -

Attachment: IB-008 - IB-020 (6385 : Inter-Budgets IB008 - IB020)

Fiscal Year: 2020-21 Inter-Budget #: IB-016

Colusa County Board of Supervisors **Agenda Request**

ESTIMATED REVENUE & APPROPRIATIONS

INTER-BUDGET ADJUSTMENT

Department Name: Public Works - CSA 2

Submitted By: Kirsten Montejano

Explanation Adjust budget to recognize expenses & reimbursement for supplying potable water during the August Complex Fire.

TO INCREASE (DECREASE) REVENUE

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
CSA 2	02657	002657	455355	Fed Disaster Asst	$ -	$ 8,469.49	$ 8,469.49
						Total	$ 8,469.49

TO INCREASE (DECREASE) APPROPRIATIONS

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
CSA 2	02657	002657	53120	Maintenance - Equipment	$ 8,500.00	$ 16,969.49	$ 8,469.49
						Total	$ 8,469.49

Fiscal Year: 2020-21

Inter-Budget #: IB-017

Attachment: IB-008 - IB-020 (6385 : Inter-Budgets IB008 - IB020)

Colusa County Board of Supervisors **Agenda Request**

ESTIMATED REVENUE & APPROPRIATIONS

INTER-BUDGET ADJUSTMENT

Department Name: Building Fund / Courthouse Construction

Submitted By: Kaline Moore

Explanation **02126** - Use fund balance to increase transfers out to the Building Fund for Aircon Change orders #2 for additional HVAC work & #3 for Storm Windows at the Historical Courthouse approved by the BOS.
00121-1080 - Increase Transfers In from 02126 and 02943 for Aircon Change Orders #2; #3 & #6 and allocate to the 57361 account to cover the additional costs

TO INCREASE (DECREASE) REVENUE

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
							$ -
Building Fund	00121	1080	479910	Transfers In*	$ 3,484,446.00	$ 3,577,675.00	$ 93,229.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 93,229.00

TO INCREASE (DECREASE) APPROPRIATIONS

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
							$ -
Courthouse Constr	02126	002126	59452	Transfers Out	$ 104,008.00	$ 120,379.00	$ 16,371.00
							$ -
Building Fund	00121	1080	57361	Structures & Imp >$5,000	$ 4,300,386.00	$ 4,393,615.00	$ 93,229.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 109,600.00

*See B-21017 for $76,858 of this entry.

Fiscal Year: 2020-21 Inter-Budget #: IB-018

Attachment: IB-008 - IB-020 (6385 : Inter-Budgets IB008 - IB020)

Colusa County Board of Supervisors **Agenda Request**

ESTIMATED REVENUE & APPROPRIATIONS

INTER-BUDGET ADJUSTMENT

Department Name: Probation

Submitted By: Fanny Reynoso

Explanation Recognizing miscellaneous revenue from sale of fixed asset department issued weapon for retired Assistant Probation Officer Munoz. Proceeds of sale to be utilized to purchase replacement firearm for the department.

TO INCREASE (DECREASE) REVENUE

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
							$ -
Community Corrections	02528	002528	479475	Misc. Reimbursement	$ -	$ 400.00	$ 400.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 400.00

TO INCREASE (DECREASE) APPROPRIATIONS

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
							$ -
Community Corrections	02528	002528	57034	Guns/Weapons<$5,000	$ 878.00	$ 1,278.00	$ 400.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 400.00

Fiscal Year: 2020-21

Inter-Budget #: IB-019

Attachment: IB-008 - IB-020 (6385 : Inter-Budgets IB008 - IB020)

Colusa County Board of Supervisors **Agenda Request**

ESTIMATED REVENUE & APPROPRIATIONS

INTER-BUDGET ADJUSTMENT

Department Name: Behavioral Health

Submitted By: Bonnie Briscoe, Fiscal Administrative Officer

Explanation To increase revenue and transfers in & transfers out accounts related to the Realignment Backfill for the 1991 Realignment fund.

TO INCREASE (DECREASE) REVENUE

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
Realignment-Mental He	02935	002935	455356	Fed Disaster-Realignment	$ -	$ 132,065.00	$ 132,065.00
							$ -
Mental Health	00106	4013	479910	Transfers In	$ 774,819.00	$ 906,884.00	$ 132,065.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 264,130.00

TO INCREASE (DECREASE) APPROPRIATIONS

DEPARTMENT NAME	FUND NUMBER	DEPT NUMBER	ACCOUNT NUMBER	ACCOUNT NAME	CURRENT AMT. BUDGETED	REVISED AMT. BUDGETED	ADJUSTMENT AMOUNT
Realignment-Mental He	02935	002935	59452	Transfers Out	$ 15,174.00	$ 147,239.00	$ 132,065.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						Total	$ 132,065.00

Fiscal Year: 20/21

Inter-Budget #: IB-020

Attachment: IB-008 - IB-020 (6385 : Inter-Budgets IB008 - IB020)

COUNTY OF COLUSA, CA **12.3**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **County Administrative Office**

FROM: **Kaline Moore**

SUBJECT: **FY20-21 Mid-Year Budget Review**

Review FY 2020-21 County Budget at mid-year and discuss FY 2021-22 budget preparation.

Detailed Description/Background of request

The CAO will present information to the Board concerning the status of the FY20-21 County Budget at mid year. Information provided will include the following:

- Revenue and Expenditure Trends
- Update on Departmental Goals and Objectives
- Various Budget Status Reports

The CAO will also be seeking direction for creation of instructions for FY 21-22 budget development.

Prior Board Action

N/A

Fiscal Impact/Funding Source

N/A

Action for the Clerk

None

ATTACHMENTS:

- Goals and Obj Update Memo (PDF)
- Rev Budget Status Report-Per 6 Dec. (5) (PDF)
- Exp Budget Status Report-Per 6 Dec. (PDF)

COUNTY ADMINISTRATIVE OFFICE
CLERK OF THE BOARD OF SUPERVISORS

CLERK OF THE BOARD

Wendy G. Tyler, CAO/Clerk of the Board

Ann Nordyke, Chief Deputy Clerk of the Board

SUPERVISORS

J. Merced Corona, District I,

Daurice K. Smith District II

Kent S. Boes, District III

Gary J. Evans, Chair District IV

Denise J. Carter, District V

MEMORANDUM

TO: Board of Supervisors

FROM: Wendy Tyler, County Administrative Officer

DATE: February 16, 2021

SUBJECT: Mid-Year Report on Departmental Goals and Objectives

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Pursuant to County policies 106 and 107 I am pleased to provide you with each department's information concerning progress made on their 2020-21 goals and objectives, as well as the status of fixed asset purchases, maintenance projects and personnel requests.

AGRICULTURE DEPARTMENT:

Agriculture Office Goals

1. ***Fully execute time tracking system available from CaliCo Solutions, LLC.***
   The time tracking system has been purchased, implemented and we are currently transitioning FY 2020/2021 data into this new system. This will allow for complete reporting at the close of the fiscal year.

2. ***Continue to work with constituents for upcoming cannabis/hemp enforcement of laws and regulations.***
   The Industrial Hemp cultivation program implementation for the 2020 growing season was successful. Much was learned and will be reflected in the 2021 growing season amended ordinance and policies. Outreach to growers is ongoing and will continue throughout the season.

   Laws, regulations and policies surrounding Cannabis cultivation continues to change regularly. Upcoming outreach efforts are currently being developed. These efforts will include developing a communication plan with local jurisdiction within Colusa County as well as grower educational materials.

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

3. ***Ensure staffing is sufficient to maintain excellent public service and accomplish increasing workloads.***
   With all the hardships the year has brought us, public service has not been affected. Everyone within the department has worked hard to continue to provide excellent public service by going above and beyond their normal duties as well as worked many hours of overtime as needed to accomplish our service to the public. These extra efforts will continue as long as necessary to complete the tasks that are demanded by the agricultural industry in Colusa County. We are currently working with Human Resources to recruit and fill our department's vacancies.

4. ***Ensure fair business practices are maintained within marketplace for weights and measures compliance.***
   We currently have inspectors sealing all devices within the County as is required annually. Enforcement actions are being taken as necessary to maintain equity and fairness in the marketplace for both businesses and consumers within the County.

5. ***Continue to protect the public, property and the environment from pesticide drift and ensure constituent compliance with rapidly changing laws and regulations.***
   Our top priority is ensuring safe and effective pesticide applications occur. This is accomplished by monitoring pesticide applications confirming that all laws and regulations are being followed by the applicator. This will ensure the protections of persons, animals and property of Colusa County. Outreach to pesticide applicators regarding new and changing regulations is performed on a daily basis by biologists performing their daily duties in the field as well as in the office

Agricultural Administrative Services Goals

1. ***Act as the liaison between the public and departmental staff, enabling clear communication for efficient and effective program management in each department.***
   We are currently working with Human Resources to fill a vacancy within the department. Everyone within the department has worked hard to continue to provide excellent public service by going above and beyond their normal duties as well as worked many hours of overtime as needed to accomplish our service to the public.

Air Pollution Goals

1. ***Maintain State and Federal standards for air quality***
   We are maintaining State & Federal Standards by issuing facility specific permit conditions, compliance inspections, administering of the agricultural burn program, surveillance activities and monitoring air quality.

2. ***Continue to run the Carl Moyer, FARMERS and Wood Stove Replacement Incentive programs to benefit all constituents within the County.***
   We will allocate incentive project funds for Carl Moyer ($180,000), FARMER ($466,998) and Wood Stove Replacement ($45,378) programs to qualified applicants. We have developed and began implementation guidelines for allocation of incentive funds for smaller farming operations as directed by the District Governing Board.

3. ***Monitor prescribed burns within the District for the Prescribed Burn Reporting and Monitoring Support Program.***

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

Reviewed and approved Smoke Management Plans, authorized ignition requests, deployed air quality monitoring equipment and performed surveillance activities for prescribed burns conducted on wildlife refuge and national forest land within district boundaries

4. ***Begin analysis of facilities designated by the California Air Resources Board that may require Best Available Retrofit Control Technology.***
   Initial analysis of designated facilities shows that significant portion of the process equipment is exempt from Best Available Retrofit Control Technology (BARCT) because the equipment has met Best Available Control Technology (BACT) standards. BACT supersedes BARCT. However, further analysis of the remaining process equipment may require amending current District Rules to achieve BARCT.

5. ***Complete QA/QC of data transferred to new software program.***
   QA/QC of the data transferred was accomplished through collaboration with the software designer and California Air Resources Board staff. Data will continue to be added/refined as the program database evolves.

Migrant Farm Housing Goals

1. ***Provide the public with excellent customer service and safe and clean housing for farm laborers.***
   The 2020 farming season went well with no issues. All houses are being cleaned and any items damaged or non-working are being replaced. We are currently working with OMS to negotiate a new contract for 2021-2023.

Airport Goals – This function was transferred to the Road Department

1. ***Complete the Design Phase of the Runway Rehab Preservation Project and Pavement Maintenance Management Plan with our Consultant.***
2. ***Work with Consultant and FAA to plan Construction Phase of Runway Rehab Preservation Project.***
3. ***Provide a safe and maintained airfield for the public while meeting the conditions of the Federal Aviation Administration and Cal-Trans Aeronautics Division in order to ensure funding continues for the Airport Capital Improvement Program (ACIP) and each Airport Improvement Project (AIP).***

Status of Personnel requests:

1. 2060 - Promote 2 Biologists from II to III
   Status: PENDING - The two Biologists have met the time requirement for promotion. They are currently working on passing their final State licensing exams to complete the requirements for promotion.
2. 2059 – Add 1 Accounting Technician/Delete 1 Account Clerk
   The Accounting Technician position was implemented on 10/1/21.

Status of Fixed Asset purchases:

3. 2059 – 3 Desktops & 1 SSD Upgrade
   IT will be completing this project. Requests have been made to complete the purchase within the current fiscal year.
4. 2060 – 7 Desktops, 4 SSD Upgrades & 1 iPad
   a. Computers and upgrades - IT will be completing this project. Requests have been made to complete the purchase within the current fiscal year.
   b. iPad - We are currently working with IT to complete this purchase.

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

5. 4015 – New Eboard & PC
    a. Computers and upgrades - IT will be completing this project. Requests have been made to complete the purchase within the current fiscal year
    b. Eboard – We are working with IT to complete this purchase.
6. 1076 – 1 New computer & monitor
    a. A Requisition will be submitted to IT for purchase before the end of this fiscal year.

ASSESSOR:

Our goals and objectives have not changed. We are shorthanded right now. At present I don't have an Auditor Appraiser. So we are doing the best we can. We will do our best to close the roll. Continue to give good customer service to the taxpayers.

1. ***Close the tax roll in an accurate and timely manner.***
2. ***Continue cross training for office staff.***
3. ***Improved Auditing program will also increase tax roll with the finding of unreported fixtures and equipment.***
4. ***Continue Megabyte training for staff to improve computer knowledge and be more efficient.***
5. ***Use Parcel Quest to pick up and discover walnut and almond trees that are unreported.***

Status Fixed Asset requests:
Approved fixed assets – Computer upgrades are being handled by IT.

AUDITOR-CONTROLLER:

1. ***Attain the Award of Excellence for Counties Financial Transactions Reporting.***

This award is based on the timely submission of the annual Budget Book and the Financial Transaction Report. The Financial Transaction Report, which is due to the state by January 31st each year, was submitted by the deadline. In addition, the budget book, which is due by December 1 each year, was loaded to the County website prior to the deadline.

2. ***Continue to develop and refine the County budget processes and procedures, incorporating the new OpenGov Budget Builder software. Work with software developer to enhance the software functionality wherever possible.***

This is an on-going project, which has been successful to date. The newest addition to the budget process that came into play for the FY 20/21 budget was the use of the Workforce Planning functionality. This cut down on the amount of time spent computing the salaries and benefits for county employees in addition to reducing the chance of errors with those calculations. For the most part I believe it was successful for the first year. There are still processes and functionality to be worked on and streamlined.

3. ***Develop the 2020-21 Adopted County Budget, in compliance with the County Budget Act of January 2010, using the new OpenGov Stories feature in conjunction with Budget Builder.***

The OpenGov Stories software was not set up and ready for use in time for the 20/21 budget book. Therefore, Workiva was used once again in order to develop the budget book in time for posting on the county website prior to the statutory deadline. We will be looking forward to using OpenGov Stories for the development of the 21/22 budget book.

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

4. ***Develop, and revise as necessary, written financial policies and procedures.***

On-going review of policies.

5. ***Work with the CAO to streamline certain routine financial transactions***

This is an on-going process with CAO.

6. ***Set up and incorporate the new OpenGov ERP program into the everyday operations of the County. This will provide robust, all-in-one accounting functions for all departments. It will include such things as new software generated reporting features, dashboards based on each employees' tracking feature preferences, and decentralization of the claims process whereby departmental fiscal staff will enter invoices directly into the accounts payable feature of the ERP program.***

We are currently in the implementation process with OpenGov to get our new ERP program set up and ready to go live as of July 1, 2021.

7. ***Work with U.S. Bank to enable the ability for outside vendors to be paid by the County and also to make payments to the County electronically.***

With the implementation of a new ERP program this item has been put on hold until time can be allotted to fully investigate this process and work with the bank in setting up internal processes and controls.

8. ***Develop internal guidelines, processes, and procedures throughout the office in an effort to increase efficiency, consistency, and serve as a training tool for all employees.***

This has become an important goal especially with recent turn-over of staff. All staff members, as time permits, are developing written instructions for all their delegated tasks. This has provided more efficiency in training new staff. All staff are also encouraged to provide insight and develop ideas with regards to internal processes and procedures in order to streamline tasks.

9. ***Provide cross-training and continue to enhance and educate staff to elevate them to a knowledge base level required for their own personal success and the success of the office as a whole.***

Continued progress has been made on this goal. In addition, continued training has been provided to staff in other County Departments, as well as the Schools and Special Districts, especially as new staff members are hired.

Status of Fixed Asset requests:

Computer upgrades are being handled by IT

BEHAVIORAL HEALTH SERVICES:

1. ***Develop Permanent Affordable Housing:***

We recently met with the CAO, Director of HHS and the Regional Housing Authority. A presentation will be presented to the Board of Supervisors on February 16th and we will request at that time for approval to apply for the competitive No Place Like Home grant and to contract with the Regional Housing Authority as the lead for this project.

2. ***Implement a New HER System:***

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

The Board of Supervisors approved a contract with InSync Healthcare Solutions on November 24th, 2020. We are currently in the discovery phase of this project and plan on going live with the new system in June 2021.

Status of Personnel requests:

Department 4013

- Add 1 Medical Billing Specialist / Delete 1 Account Clerk II

We exchanged an Account Clerk II position for another Medical Billing Specialist position during the budget process. Human Resources has had this position listed with the various newspapers and employment websites for 4 ½ months, but we have not had any candidates that meet the minimum qualifications.

Status of Fixed Asset requests:

02943 – MHSA Capital Facilities

- 57008 – Desks - We budgeted for one executive desk and this item has been purchased.
- 57014 – Printer - We budgeted for four new printers and have requested two on four different requisitions/occasions. The I.T. department has informed me that the printers we budgeted for will not work for our department. I will continue working with I.T. to replace our printers that no longer work.
- 57143 – 4 Vehicles - An agreement with Enterprise will go before the Board of Supervisors on February 16th for the leasing of seven new vehicles. A budget amendment was submitted with the mid-year update to zero out this account and adjust other line items.

CHILD SUPPORT SERVICES:

1. ***Explore and implement a regionalized child support agency with Yolo and Sutter local child support agencies.***

Through collaboration with Sutter and Yolo Counties we have accomplished this goal. The three County Boards of Supervisors signed the Regionalization MOU creating the Colusa, Sutter and Yolo Regional Child Support Agency effective January 2021.

2. ***Strengthen Customer engagement.***

Child Support Services had a small increase in the number of cases opened in FFY 2020. In Sept 2019, Child Support Services had 671 open cases. In Oct 2020, Child Support Services had 705 open cases. This represents an increase of 5% or 34 open cases.

Goal 2 Strategies:

a. Develop and maintain social media presence on Facebook and other platforms. The Regional Child Support Agency has developed a Regional Facebook page that all three counties Facebook pages will eventually migrate to. The pages already direct the communities to this new page.

Additionally, the Colusa Child Support webpage was updated. Now that we are a Regional Agency – social media platforms have been created in support of the new agency and new communication, outreach and branding effort will commence.

b. Attend Family Law court on Tuesdays to increase program awareness and offer services.

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

Due to COVID-19, Child Support has not been able to attend Family Law court on Tuesdays

c. Change Call Center providers to a call center that has more robust customer service measurement.

Child Support Services has accomplished this goal and has a new MOU in place with Ventura County Child Support for Call Center services effective October 1, 2020. Now, Colusa, Sutter and Yolo utilize the same call center for consistent, quality service in support of local families.

3. *Facilitate Consistent Support, Zero Order Modification*

Child Support staff did a phenomenal job pivoting in response to the COVID-19 pandemic maintaining a very high level of customer service and focus on collections. Colusa County Child Support increased distributed collections in FFY 2020 by $280,170 from FFY 2019, an increase of approximately 16%.

Goal 3 Strategies:

a. Target zero order cases and initiating modifications where appropriate.

Staff reviewed zero order cases and modified when appropriate.

b. Engage with families utilizing various case assessment and collection strategies.

Staff regularly communicated with both parents by phone, email and recently implemented a texting program. This has been a great new customer service tool.

4. Facilitate Consistent Support, Arrearages

Colusa County Child Support Services has also increased child support collections on arrears in FFY 2020 by 8.6%. The percent of cases with arrearage collections in FFY 2019 was 70.8%. The percent of cases with arrearage collections in FFY 2020 was 79.4%.

Goal 4 Strategies:

a. Review caseload arrears and identify those with non-payment greater than 90 days. Review for Seek Work and other specialized enforcement legal activities.

Enforcement strategies changed in 2020, recognizing many families were significantly financially affected by the COVID pandemic. Our strategic response in 2020 was focused on families where income levels changed.

CLERK-RECORDER:

1. Provide pre and post- Election services to cities, schools and districts for November 3, 2020 Presidential general election.

The two page November ballot(s) covered a total of 28 contests, (4 Federal/State, 11 local, 12 state measures, and 1 city measure). Election services were provided to 15 local jurisdictions including cities, college district, school districts, Colusa County Board of Education, county and special districts. 7 Jurisdictions had contests that went to the ballot, 10 were appointed either by the County Board of Supervisors or their respective board.

Election services included preparation of all candidate filing handbooks, processing candidate filings, preparing forms, file maintenance, petition signature verification for cities, prepare city specific filing materials, ballot layout, logic and accuracy testing, prepare and review sample ballot books (15 types), review, and public posting of candidate statements; Review of English and Spanish translations of all election related materials (ballots, books, state and local measure

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

text, ballot audio, etc.,) issuing ballots, poll worker recruitment and training, canvass and tally of election results, preparation of certificates of appointment, certificates of election, and certified election results.

2. Take steps to ensure that all voters have safe and accessible voting.
Due to Covid19, five new polling places were established in order to provide ample space for social distancing for voters on Election Day (Existing sites were too small to allow for social distancing). These new locations were inspected to ensure accessibility for all voters. Obtained special permission from the State to use the fairgrounds for poll worker training to ensure social distancing for all attendees.

65 Poll workers were recruited and trained on the proper use of Personal Protective Equipment, social distancing, and cleaning in addition to the standard poll worker training. Social distancing signs, Covid19 precaution signs, Sneeze guards, face masks, face shields, gloves, hand sanitizer, single use pens and secrecy sleeves, and sanitizing wipes for frequent cleaning were provided at each polling place to ensure the health and safety of our workers and voters on election day. Signage, extra parking signs, call box (doorbell), parking cones and other miscellaneous signs were used where needed in order ensure accessibility to the polling places. Accessible voting booths, assistive ballot marking device, signature squares, accessible pencil grips, and magnifying tools were deployed to all polling places to ensure accessibility.

Curbside ballot drop off events were held in Arbuckle, Grimes, Maxwell, Princeton, Stonyford, Williams and Colusa in order to provide another safe socially distanced option for voters to return their ballot.

3. Establish funding for future implementation of electronic recording.
This will be a goal for the next half of the fiscal year as elections were the primary focus of the first half of the year.

Status of Personnel Requests:
2 extra help election workers were hired and worked during the election cycle in October and November. These two positions will remain in future budgets to be used in election cycles to help with all of the added time sensitive duties required to carry out an election.

Status of Fixed Asset Requests:
One Ballot Drop box, a high volume envelope opener, and two smaller storage carts have been purchased to date. No additional ballot drop boxes will be purchased, and additional mobile storage carts for voting equipment still need to be purchased.

COOPERATIVE EXTENSION:

1. Continue to extend research-based information to County clientele by providing educational opportunities in the areas of agriculture, youth development, gardening and nutrition.
Ag field research and farm calls continue unaffected by the pandemic. Educational meetings have moved on-line for the time being. Youth development (4H in particular), gardening and nutrition are largely done on-line up to this point. We have not stopped working, but have shifted mostly to the internet for now.

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

2. ***Increase the visibility of the Cooperative Extension Department among other County Departments, organizations and agencies by improving relationships and participating in events relating to the Department's mission.***

The pandemic has limited relationships building. Our press release program is off to a slow start, but we have started.

3. ***The Cooperative Extension Department will work with local media to further the visibility and impact of our programs (ag, gardening, youth development and nutrition) in Colusa Co.***

Our press release program is off to a slow start, but we have started.

4. ***Implement strategies to increase diversity of youth and volunteers served by the 4H program.***

This has been hard to make much if any headway based on school openings and UC requirements that UC staff work from home as much as possible. On-line programs have been developed and delivered in an effort to keep working on these goals (and others).

5. ***Offer development opportunities to staff to ensure proper support of academic programs that address the needs of the local community.***

I need to poll the group to see what development is needed. The pandemic has scattered our UC staff, but I will work on this when we open back up

COMMUNITY DEVELOPMENT DEPARTMENT:

1. ***Continue to provide leadership in SGMA planning and implementation and continue to work with CGA, the Colusa County Groundwater Commission, other regional Sustainability Groundwater Agencies, and other involved parties and agencies to advance local groundwater sustainability and knowledge through coordinated technical studies and GSP development.***

The effort is on-going. County staff is supporting key CGA efforts including: long-term funding; successful litigation resolution; CGA Joint Powers Agreement and Bylaws updates; continuation of public outreach; groundwater sustainability plan development; Proposition 1 and Proposition 68 grant funding; and coordination of efforts with the Glenn Groundwater Authority.

2. ***Continue the progress on updating the County's Development Impact fees with the goal of bringing forth the amended impact fees for the Board's consideration in FY2020-21.***

Much progress has been made as the draft study has been completed. Staff anticipates having an impact fee workshop for the Board in March/April to receive Board direction on the level of impact fees.

3. ***Continue to make progress on the implementation of the comprehensive permit application software system for the Community Development Department using the SB2 Grant Funds.***

This effort is in its final stages. We anticipate going live with the system in March/April.

4. ***Make progress on the update to the application fee schedule for the Community Development Department.***

This effort has been temporarily suspended due to the impact that the Coronavirus has had on the local, state, and national economy. This effort will resume once the impacts of the pandemic

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

have lessened.

5. ***Make progress of hiring and cross-training the new Code Compliance Officer to perform building inspection services as a back-up to the Department's Building Inspector.***

The effort is on-going. The Code Compliance Officer has made good progress on being able to independently conduct certain inspections (such as foundations, electrical panels, drywall, re-roofs, underground electrical and gas piping, etc…). In fact, he has been successful in performing a number of inspections on an as-needed basis.

Status of Personnel requests:

The only personnel request was budgeting for the possibility of an Environmental Health Specialist I passing the state registration exam and, thus being promoted to an Environmental Health Specialist II. I'm happy to announce that they employee did pass the exam and we now have three, including the manager, registered health inspectors.

Status of Fixed Asset requests that were approved for FY 2020-21:

A total of $30,300 for Fixed Assets (1 replacement computer and the hardware funded by the SB2 grant for the permit centers) was budgeted. We will purchase the replacement computer this fiscal year. The purchase of the SB2 Grant funded computers may be pushed out till next FY.

COUNTY ADMINISTRATIVE OFFICE:

1. ***Continue to increase service delivery in terms of scope and quality for all internal service departments.***

The service departments continue to adjust as needed in efforts to increase service delivery, in both scope and quality. The pandemic has provided new opportunities for learning and organizational adaptability, as well as significantly increased workload for all internal service departments. In spite of this, the "regular" work is also still getting accomplished, much to the same degree as pre-pandemic.

2. ***Complete move of District Attorney and County Counsel to County owned facility at 6th and Jay Streets.***

The District Attorney moved into their portion of the Building at the end of November. Several punch list items remain and are being worked on. Work continues on the County Counsel side with an anticipated finish date of Mid-March.

3. ***Remodel Plaza building to effectuate move of Environmental Health and Water Resources to Community Development Services Dept.***

Cubicle units and counters have been approved and ordered. Acrylic for front counters has been ordered and received. Once County Counsel moves this project will get started.

Status of Fixed Asset requests:

All computer upgrades are being handled by IT
1040 – Monitors for HR Analysts – They have been purchased and installed.
1101 – New Laptop – This has been purchased.
1108 – County telephone upgrade project has been completed.

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

COUNTY COUNSEL OFFICE:

1. ***Continue our ongoing comprehensive review of County policies and prepare updates as necessary; and continue our ongoing review of the County Code and present revisions to the Board as necessary.***

We are continuing our ongoing review.

Status of Fixed Asset requests that were approved for FY 2020-21: IT taking care of these

DISTRICT ATTORNEY OFFICE:

1. ***Move the District Attorney's Office to its new location.***

Continue to fine tune our recent move to our new location, including taking care of punch list items.

2. ***Continue to modernize office approach to prosecutions.***

3. ***Complete prosecution of Ehrke double murder out of Arbuckle and Garcia murder.***

Continue to prosecute Ehrke double murder. The Ehrke case has devolved into a number of mental health competency hearings and medical evaluations.

4. ***Continue to vigorously prosecute gang crimes and violent crimes.***

Focus office resources on serious violent cases conserving judicial resources (i.e., jury trials) for our most serious cases during current pandemic.

5. ***Ensure that victims of crime are treated with respect and dignity and to make sure that crime victims also have their day in court.***

6. ***Get through pandemic with the office intact.***

Hire two investigators for currently open positions.
Hire a legal secretary for currently open position.
Continue office protocols to keep office safe during pandemic.

Status of Fixed Asset requests that were approved for FY 2020-21:
Waiting for new computers that were budgeted.

HEALTH AND HUMAN SERVICES:

1. ***Prevent epidemics and the spread of disease.***
2. ***Promote and encourage healthy behaviors.***
3. ***Respond to emergencies and assist communities in recovery.***
4. ***Assure the quality and accessibility of health services throughout the county.***

DHHS' continues compliance in the implementation of the management of fiscal and program responsibilities ensuring compliance with Federal and State mandated programs and funds; continued efforts in support for Colusa County residents by offering services that improve their health, promote their well-being and help them become productive, independent contributors to the community; ensuring access of Federal and State programs and mandates; and ensuring safety and health of our children, and continued efforts to promote healthy lifestyles for families in their communities and workplaces. Along with the ongoing efforts since March 2020 of COVID19 Response and Vaccine Planning and Distribution.

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

Status of Personnel requests that were approved for FY 2020-21:

Department 4012

- Promote on PHN from II to a III - Completed
- Add 1 Health Program Specialist I / Delete Public Health Asst. - Completed
- Promote PHN III to PHN Supervisor – Not completed. Waiting on HR

Department 5010

- Add 1 Budget Analyst / Delete 1 Staff Services Analyst. Completed

Department 5011

- Add 1 Staff Services Analyst II / Delete 1 System Support Analyst - Completed
- Promote 2 SW II to SW III – In Progress
- Promote 1 Eligibility Worker I to Eligibility Worker II - Completed
- Add 3 Case Managers / Delete 3 Employment Training Specialists - Completed

Status of Fixed Asset requests that were approved for FY 2020-21:

Department 4012

- 57008 – One Desk. Not purchased, not needed
- 57011 – Computer Equipment. In progress
- 57014 – Printer. Not purchased, not needed
- 57067 – New Workstations. Purchased

Department 5010

- 57064 – Water Fountain replacement. Will be purchased soon.
- 57111 – New Server. Purchased and delivered

Department 5011

- 57011 – 5 New Surface Pros – Pending IT
- 57011 – New Network switches. Purchased and delivered
- 57011 – Computer Equipment. In progress
- 57014 – New Printers for CalSAWs. Pending IT
- 57038 – 5 – Cal ACES Scanners. Pending IT
- 57111 – 2 – Cal ACES Lobby Management tablets. Pending IT

It should be noted that many of the items "pending IT" have been ordered and are awaiting installation/deployment as the IT department shifted its focus to deploying some 65 unbudgeted laptops for the purpose of telework across the County.

LIBRARIES:

1. Continue to develop and expand collections.

Since July 1, 2020 we have processed more than 2,800 new materials. Mid-way through the second year of the grant with CCOE we have continued to purchase new materials, replace dated and damaged books for children 0-third grade. This process has added such depth to our children's collection, and allowed us to diversify, update and renew one of our most used sections of the library. The new materials are being dispersed county wide, and include a minimum of 30% Spanish language materials.

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

With the onset of the COVID-19 pandemic and the move to virtual services, we were able to also expand our digital collections through a $5,000 grant from Califa. Through the grant we signed up for the digital lending platform, Hoopla digital. Hoopla digital provides online and mobile access to eBooks, audiobooks, comics, music, movies, and TV and is an excellent counterpart to the other 2 lending platforms we currently host.

We have also partnered with the California State Library to provide FREE access to the Encyclopedia Britannica Online, Archives Unbound database and TeachingBooks.net in order to support distance learning and access to verified, peer-reviewed digital research resources for local students and teachers. Finally, the library has also added access to JobNow/VetNow; these online resources help with the entire process of selecting a career and getting the job. VetNow specifically helps veterans at any stage of their post-military careers to navigate Veterans benefits and the transition to civilian life. It includes the eParachute program from, What Color is Your Parachute, and online test preparation software, as well as live job counselors and professional resume reviewers.

2. Continue to develop and expand programming at ALL branches.

Despite the Covid-19 pandemic and reduced in-person services at the library, we have continued to provide a wide variety of programming. At the onset of the pandemic, we reimagined our weekly nursery, Spanish and family story times, and began creating digital story times posted to the library Facebook page. During the summer months, we continued to offer these digital story times and added weekly challenges, fun facts and other posts that corresponded to grab and go kits with craft, reading and project materials to help provide family engagement and entertainment. Following the success of the summer reading program grab and go kits, we adapted the weekly passive program crafts, the monthly Sensory Saturday, Crafternoon and STEAM programs to include grab and go kits for families. These kits have been extremely well received, and are regularly gone in less than one day. Additionally, the Literacy Coordinator has adapted the Raising a Reader program to be a grab and go program with accompanying virtual story times, serving almost 100 families in the fall session alone. We are continuing to develop digital content, including story times, special challenges, sensory and steam experiences and offer a wide variety of digital resources. We miss our crazy busy library programs, and look forward to rebuilding the same momentum when it is safe to do so, but we have been proud of the way we were able to adapt and continue to offer familiar programming in a new way.

The pandemic also changed the way that we participated in the Lunch at the Library program. With the exception of Williams, none of the local schools provided meals during the summer. With the need for food for children greater than ever, the branch libraries stepped up to help distribute meals to Colusa County children, 0-18. From July 1-July29, 2020 we served approximately 6,564 meal kits, which included breakfast, snack and lunch, to children in Colusa, Arbuckle, Grimes, Maxwell and Princeton.

Not including the summer meal program, we have served more than 4,200 patrons (despite being closed to the public for most of the fiscal year), hosted 165 pick-up programs, 121 virtual story times with more than 3,150 views.

Currently we are preparing both in person and virtual/grab and go Summer Reading program options for this summer, with the hope that we can return to in person or hybrid framework for our biggest program of the year. Raising a Reader will continue this spring as a grab and go

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virtual program, and we are testing out an adult conversation club over Zoom, for those patrons interested in improving their English/Spanish conversation skills.

3. ***Supports the growth of the library system to reinvigorate its standing and use by the community; including attending community events for outreach; attend community meeting to better understand what each community wants; and work with key community figures and organizations.***

The pandemic cancelled most of the community meetings so far this year, but the library continues to look for ways to support our community safely. We have continued to partner with First 5 Colusa and CAP-C to host children's programs digitally.

The director continues to serve on the Colusa County Historical Records Commission; the Local Child Care Planning Council; the Child Abuse Prevention Council board; the Virginia Yerxa Community Read and the local chapter of the Omega Nu women's service organization.

4. ***Strengthen staff's ability to support core Library services and functions; implement a two year in-depth employee engagement analysis and strengths training program.***

Staff has attended trainings including: Fundamentals of Electronic Resource Acquisitions, Foundations of Library Services, Providing Trauma-Informed Service in Small and Rural Libraries, Food Literacy, Community Outreach and Relationship Building, Rebuilding, Reframing & Reenergizing Your Volunteer Program, Library Outreach and Marketing to Latinx and Spanish-Speaking Communities, amongst others.

We will resume the Employee engagement analysis in the spring, to assess where improvements have been made or need additional work. The training has been particularly helpful in understanding the type of communication that each staff member needs to feel a part of the team, what type of praise or instruction works best and in understanding the individual strengths that make up our team. This has been very helpful during the pandemic, when face to face interaction has been greatly reduced.

Status of Fixed Asset requests that were approved for FY 2020-21:

IT has not yet completed the 35 Windows 10 and SSD drive upgrades. The library will work with them to get this completed in the second half of the fiscal year.

Status of Personnel requests that were approved for FY 2020-21:

We did not submit any new personnel requests with the FY20-21 budget. However, with several hard to fill vacancies and an ongoing pandemic, the Library Director worked with HR and the CAO office to look at how to restructure staff to make better use of time, resources, etc. In November 2020 the BOS approved the consolidation of three extra help positions into one PPT 80% position, for which we are currently recruiting. This position will act as a test run to see if consolidating branch librarian positions are an effective recruitment and retainment tool.

PROBATION DEPARTMENT:

1. ***Continue to develop and expand our telecommunication programming, as well as provide both evidence based programming and Cognitive Behavioral Treatment (CBT) programs through the Day Reporting Center.***

The duration of the Covid-19 Pandemic has continued to adversely affect the Colusa County Probation Department's ability to provide in-person Evidenced Based Treatment (EBT) and

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Cognitive Behavioral Treatment (CBT) programs through the Day Reporting Center. In response, the department has worked to expand and develop its telecommunication programming to allow for the facilitation of both EBT and CBT programming services. The Colusa County Probation Department has been able to continue to facilitate programs through the telecommunication platform to include Moral Reconation Therapy (MRT), Batters' Treatment Program (BTP), Female BTP, Spanish Speaking BTP, Thinking for Good, Staying Quit, Taking the High Road drug education program and Courage for Change Interactive Journaling. In addition, the Probation Department has also continued to offer telecommunication "support groups" to provide support and guidance for our clientele.

2. ***The Training Coordinator will continue to work with the State and Community Corrections Standards for Training Corrections (STC) to develop a Mental Health related training curriculum. All staff will complete required Mental Health related trainings.***

The Colusa County Probation Department has implemented Mental Health related trainings and all staff have attended and completed Mental Health trainings as required to include Crisis Intervention training.

3. ***In adherence to the States new Use of Force requirements, all sworn staff will complete all required trainings to include De-escalation and Implicit Bias training.***

All sworn staff have attended and completed De-escalation training as required. The department is in the process of locating an appropriate Implicit Bias training. All sworn staff will complete the next available training as required.

4. ***In conjunction and collaboration with the Colusa County Sheriff's Office, District Attorney's Office and the Court, develop and implement a coordinated Pre-Trial release and supervision program.***

With the November 2020 election defeat of Proposition 25, Senate Bill 10 was repealed. With this, the development and implementation of a coordinated Pre-Trial release and supervision program has been delayed pending further evaluation and discussion with the Court

5. ***Expand and enhance community based supervision of probationers, utilizing a balance of evidenced based rehabilitative services, combined with increased field supervision and accountability.***

The Covid-19 Pandemic has continued to affect and restrict the Probation Departments ability to conduct community field supervision at expanded levels. The Probation Department has implemented safety measures to include the use of PPE, safety equipment, social distancing and universal precautions to allow for the continuation of field supervision. The Probation Department has continued to provide evidence based rehabilitative services and is working to increase our number of field contacts

Other Department Notes:
Status of any Personnel requests:

- The defeat of Prop 25 allows the Department to withdraw their request for the 4 additional positions for the Pre-Trial Release and Supervision Program at this time.

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

***Status of Fixed Asset purchases approved for FY2020-21*.**

- The Department purchased 1 laptop with software and 1 multi-purpose printer for our Juvenile Counselor utilizing Youthful Offender Block Grant (YOBG) allocation funds.
- The Department purchased two (2) Glock 22 pistols, utilizing AB 109 funds.
- 15 Dell Laptops with Software were purchased utilizing Cares Act funding allocations.
- 8 SSD Drives have been budgeted for, but have not yet been purchased by the IT Department.

PUBLIC WORKS DEPARTMENT:

Goals and objectives remain unchanged, albeit dampened by the COVID-19 atmosphere we have chosen to operate in.

1. ***Ensure Safety: Maintain, and when possible improve, infrastructure to provide the greatest level of safety to our constituents and the traveling public.***
2. ***Invest in people: Encourage continuous individual improvement, while at the same time, fostering a cooperative spirit not only at the department level, but organizational wide as well***.
3. ***Maximize the efficiency of our services. Make the best use of resources by focusing on those services that have the greatest positive impact on our constituents.***
4. ***Improve communication. Explore and utilize the myriad of platforms available to disseminate and gather information***.

Status of Fixed Asset purchases:

Road Fund	Purchased server and Leased 4 Vehicles
CSA 1	Tank replacement under contract and in-process.
	Transfer Switch/generator under contract and in-process
CSA 2	Well replacement under contract and in-process

SHERIFF:

1. ***Achieve complete staffing levels***.

The Sheriff's Office is having increased success in hiring qualified candidates but is still struggling for Deputy Sheriff positions. The Sheriff's Office continues to take a new approach to the hiring process and trying to attract more qualified candidates.
Presently staffed at 84% with 63 out of 75 positions filled. Vacant positions: Two Public Safety Dispatchers, two Correctional Officers, five Deputy Sheriffs, one Sheriff's Sergeant, one Corporal and one full time Animal Control Officer. The Sheriffs' office continues to look for qualified applicants to serve Colusa County and fill remaining positions

2. ***Improve/maintain the infrastructure of the Sheriff's Office facilities, jail and animal control.***

Currently within the year the Sheriff's Office has remodeled one office. We have projects pending and are working on the replacement of the jail security control system. The means of improving and maintaining the other infrastructures are being analyzed for needs and funding.

3. ***Continue forward progress with the new jail project.***

The Sheriff's Office staff continues to work closely with its partners to move forward the new Colusa County Detention and Treatment Facility. As of mid-year, the project remains in the

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

hands of the Department of General Services and BSCC awaiting approval. Meeting on February 12, 2021 for approval.

4. Continue to maintain a safe work environment and avoid COVID-19 exposures.
The Sheriff's Office has ensured staff and inmate health and safety is a top priority. This is evident in the lack of cases in the jail.

5. Remain dedicated to providing quality public service to the people of Colusa County.
The Sheriff's office remains committed to providing the most effective law enforcement services to all Colusa county residents. The Sheriff's Office works diligently to reduce agricultural thefts, narcotic and gang activity, and other criminal activity throughout the county.

6. Remain fiscally conservative in budgeting and expenditures.
The department has continued to fulfill fiduciary responsibilities encompassing all operating budgets. Total expenditures of $6,674,376.72 of Sheriff's office annual budget of $14,908.880.00 Percent of budgeted amount is 44.77 percent. Currently under seventh period target number of 58.4 percent.

Status of Fixed Asset requests that were approved for FY 2020-21:
BOS approval of Five Patrol vehicles and buildups funded by (RLE). Sheriff Department has not received any of the five vehicles due to COVID. Production of said vehicles has been severely delayed.
OES' County Communications Antenna Tower Project has completed the construction of the tower but is still awaiting installation of the equipment.

TREASURER-TAX COLLECTOR: No Response Received

1. ***Customer Service - Serve Colusa County and its residents with respect and professionalism.***

2. ***Financially - Continually strive to earn good returns on investments and collect the most taxes and license revenue due to the county.***

3. ***Staff Development – Encourage continued development/education of Assistant Treasurer-Tax Collector with regard to investments and continue cross training all new staff.***

Status of Fixed Asset requests that were approved for FY 2020-21:

Status of Personnel requests that were approved for FY 2020-21:

Other Notes:

Attachment: Goals and Obj Update Memo (6386 : FY20-21 Mid Year)

County of Colusa

2020-21 Revenue Status Report

At December 31, 2020

Fund: 00101 General

Fund No.	Dept. No.	Department	Adjusted Budget	Actual Revenues	Under (Over)	Percentage Received
00101	00101	GENERAL FUND	$0.00	$0.00	$0.00	
00101	1010	GENERAL REVENUE	$19,584,618.00	$9,549,285.13	$10,035,332.87	49%
00101	1011	BOARD OF SUPERVISORS	$32,010.00	$61,856.88	($29,846.88)	193%
00101	1012	COUNTY ADMINISTRATIVE OFC	$87,163.00	$120,646.41	($33,483.41)	138%
00101	1021	AUDITOR-CONTROLLER	$90,255.00	$58,741.20	$31,513.80	65%
00101	1022	TREASURER TAX COLL	$200,850.00	$72,437.50	$128,412.50	36%
00101	1023	ASSESSOR	$192,100.00	$4,756.62	$187,343.38	2%
00101	1026	COLLECTOR	$380.00	$160.13	$219.87	42%
00101	1031	COUNTY COUNSEL	$98,878.00	$119,738.73	($20,860.73)	121%
00101	1040	PERSONNEL	$11,814.00	$20,166.02	($8,352.02)	171%
00101	1051	ELECTIONS & REG	$75,508.00	$12,262.70	$63,245.30	16%
00101	1073	BUILD & GRND-MAINT	$40,612.00	$5,222.31	$35,389.69	13%
00101	1074	BUILD & GRND-CUST	$1,200.00	$1,417.72	($217.72)	118%
00101	1092	ADVERTING,FAIRS & EXHIBIT	$0.00	$0.00	$0.00	
00101	1101	RISK MANAGMNT	$75,475.00	$91,035.79	($15,560.79)	121%
00101	1103	EMPLOYEE BENE	$0.00	$0.00	$0.00	
00101	1106	SURVEYOR	$8,500.00	$8,700.00	($200.00)	102%
00101	1108	INFORMATION TECH	$12,457.00	$15,167.48	($2,710.48)	122%
00101	1109	CENTRAL SERVICES	$11,514.00	$716.29	$10,797.71	6%
00101	2008	VPBG	$0.00	$0.00	$0.00	
00101	20131	COLUSA CO JUD DIST	$629,900.00	$276,199.63	$353,700.37	44%
00101	2016	DISTRICT ATTORNEY	$213,081.00	$123,674.19	$89,406.81	58%
00101	20161	D A -WELFARE INVET	$0.00	$0.00	$0.00	
00101	2019	PUBLIC DEFENDER	$13,890.00	$4,260.44	$9,629.56	31%
00101	2020	COMMUNICATIONS	$150,946.00	$41,489.18	$109,456.82	27%
00101	2021	SHERIFF	$1,714,698.00	$950,089.34	$764,608.66	55%
00101	20211	COURT BAILIFF	$146,000.00	$0.00	$146,000.00	0%
00101	2022	DRUG PREVNTN	$0.00	$0.00	$0.00	
00101	20221	DRUG ENF-INDIAN GAMING	$0.00	$0.00	$0.00	
00101	20231	YOUTH SERV GRANT	$0.00	$0.00	$0.00	
00101	2024	BOATING	$127,691.00	$35,266.22	$92,424.78	28%
00101	2031	JAIL	$2,584,536.00	$535,554.69	$2,048,981.31	21%
00101	2033	JUVENILE FACILITIES	$0.00	$0.00	$0.00	
00101	2035	PROBATION	$666,629.00	$399,513.77	$267,115.23	60%
00101	2036	VICTIM WITNS PROGM	$273,089.00	$113,904.00	$159,185.00	42%
00101	20361	JAIL RMVL GRNT	$0.00	$0.00	$0.00	
00101	20362	JUV ACCTABILITY BLOCK GRN	$0.00	$0.00	$0.00	
00101	20363	YOUTHFUL OFFENDER GRANT	$153,150.00	$66,956.42	$86,193.58	44%
00101	20364	CO VICTIM WITNESS SERV-XC	$0.00	$0.00	$0.00	
00101	2050	FLOOD SOIL WATR CONS	$0.00	$0.00	$0.00	
00101	2059	AG ADMIN SERV	$1,000.00	$424.08	$575.92	42%
00101	2060	AG COMM	$1,094,100.00	$284,201.61	$809,898.39	26%
00101	2061	WATER MANAGEMENT	$0.00	$23,018.35	($23,018.35)	
00101	2070	CLERK & RECR	$279,204.00	$116,003.31	$163,200.69	42%

Attachment: Rev Budget Status Report-Per 6 Dec. (5) (6386 : FY20-21 Mid Year)

Fund No.	Dept. No.	Department	Adjusted Budget	Actual Revenues	Under (Over)	Percentage Received
00101	2071	CORONER	$2,000.00	$152.28	$1,847.72	8%
00101	2076	PLANNG & BUILD	$476,881.00	$196,732.84	$280,148.16	41%
00101	2077	ANIMAL CONTRL SERV	$110,545.00	$49,217.33	$61,327.67	45%
00101	2080	TRAPPER	$0.00	$0.00	$0.00	
00101	2081	EMERGENCY SERV	$106,538.00	$47,843.00	$58,695.00	45%
00101	20811	HOMELAND SEC-LAWENF	$122,562.00	$189,148.00	($66,586.00)	154%
00101	2083	PUBLIC ADMIN	$4,000.00	$0.00	$4,000.00	0%
00101	2999	FIRE DISTRICTS	$216,365.00	$125,303.38	$91,061.62	58%
00101	4000	REA MOE-PUBLIC HEALTH	$0.00	$0.00	$0.00	
00101	40111	SUB ABUSE/CRIME PREVENT	$0.00	$0.00	$0.00	
00101	5000	SB163 WRAPAROUND CO SHARE	$0.00	$0.00	$0.00	
00101	5031	SOC WELFARE (IND)	$1,400.00	$133.00	$1,267.00	10%
00101	5032	BURIAL OF INDGNT	$300.00	$162.00	$138.00	54%
00101	5041	CARE OF JUV CRT WRDS	$5,000.00	$287.64	$4,712.36	6%
00101	5051	VETERANS SRV	$25,000.00	$18,353.00	$6,647.00	73%
00101	5061	SENIOR CIT COUNSL	$277.00	$138.56	$138.44	50%
00101	6021	COUNTY LIBRARY	$77,501.54	$39,682.48	$37,819.06	51%
00101	6022	ADULT LITRCY	$34,787.00	$20,318.85	$14,468.15	58%
00101	6031	COOPERATIVE EXT	$0.00	$0.00	$0.00	
00101	7032	COLUSA VETRNS BLDG	$0.00	$2,381.43	($2,381.43)	
00101	7033	MAXWELL VET BLDG	$0.00	$0.00	$0.00	
00101	7034	PRINCTN VET BLDG	$0.00	$0.00	$0.00	
00101	7035	WMS VET BLDG	$6,500.00	$2,379.67	$4,120.33	37%
00101 General - Total			**$29,760,904.54**	**$13,805,099.60**	**$15,955,804.94**	**46%**

Fund: 00106 Behavioral Health

Fund No.	Dept. No.	Department	Adjusted Budget	Actual Revenues	Under (Over)	Percentage Received
00106	4010	BEHAV HLTH ADM SRV	($41,000.00)	$5,227.37	($46,227.37)	-13%
00106	4011	SUBSTANCE ABUSE	$504,942.00	$390,847.54	$114,094.46	77%
00106	4013	MENTAL HEALTH	$4,958,488.00	$3,862,135.10	$1,096,352.90	78%
00106 Behavioral Health - Total			**$5,422,430.00**	**$4,258,210.01**	**$1,164,219.99**	**79%**

Fund: 00108 DHHS

Fund No.	Dept. No.	Department	Adjusted Budget	Actual Revenues	Under (Over)	Percentage Received
00108	4012	HEALTH	$3,205,138.00	$1,009,499.10	$2,195,638.90	31%
00108	4019	ENVIROMNTL HLTH	$692,077.00	$286,301.35	$405,775.65	41%
00108	4023	AMBULANCE SERVICE	$27,093.00	$9,287.21	$17,805.79	34%
00108	4031	CALIF CHILDRNS SRV	$66,597.00	$0.00	$66,597.00	0%
00108	5010	DHHS ADMIN	$0.00	$54,236.58	($54,236.58)	
00108	5011	CHILD WELFARE ADMIN	$7,901,314.00	$2,338,540.04	$5,562,773.96	30%
00108	5012	IHSS	$272,941.00	$0.00	$272,941.00	0%
00108	5033	SENIOR NUTRTN PROG	$294,519.00	$101,567.37	$192,951.63	34%
00108 DHHS - Total			**$12,459,679.00**	**$3,799,431.65**	**$8,660,247.35**	**30%**

Fund: Other County Operating

Fund No.	Dept. No.	Department	Adjusted Budget	Actual Revenues	Under (Over)	Percentage Received
00107	5014	WELF TO WRK-SUPP SRV	$0.00	$0.00	$0.00	
00109	5020	CATEGORICL AIDS	$3,842,093.00	$1,914,145.67	$1,927,947.33	50%
00110	3010	ROADS	$7,310,075.00	$2,661,239.54	$4,648,835.46	36%
00111	3016	BRIDGE FUND	$235,570.00	$115,457.93	$120,112.07	49%
00121	1080	BUILDING PROGRAM	$5,107,086.00	$1,181,922.64	$3,925,163.36	23%

Attachment: Rev Budget Status Report-Per 6 Dec. (5) (6386 : FY20-21 Mid Year)

Fund No.	Dept. No.	Department	Adjusted Budget	Actual Revenues	Under (Over)	Percentage Received
00125	2017	CHILD SUPPORT SERVICES	$643,674.00	$269,904.06	$373,769.94	42%
00130	4015	AIR & WATER POLL CONTROL	$524,245.00	$124,785.12	$399,459.88	24%
00140	3017	COUNTYWIDE RD DIST	$1,358,348.00	$698,583.47	$659,764.53	51%
00151	2078	FISH & GAME PROP	$6,101.00	$323.09	$5,777.91	5%
00152	3021	AIRPORT SPEC	$165,000.00	$22,245.19	$142,754.81	13%
00154	7011	PARKS & RECREATION	$0.00	$0.00	$0.00	
00154	7012	EAST PARK RESERVOIR	$0.00	$0.00	$0.00	
00154	7013	COUNTYWIDE RECREATION	$10,232.00	$21.84	$10,210.16	0%
00156	1075	MIGRANT FRM HSNG	$563,635.00	$302,878.66	$260,756.34	54%
00156	1077	MFH - REHAB	$0.00	$0.00	$0.00	
00156	1078	MIGRNT FRM HSING-U.S. BNK	$234,610.00	$132,827.33	$101,782.67	57%
00157	1083	WMS FRM LABOR HSNG	$0.00	$0.00	$0.00	
00158	1076	MFH-EXCESS FUNDS	$14,162.00	$5,902.88	$8,259.12	42%
Other County Operating - Total			**$20,014,831.00**	**$7,430,237.42**	**$12,584,593.58**	**37%**
Overall - Total			**$67,657,844.54**	**$29,292,978.68**	**$38,364,865.86**	**43%**

Attachment: Rev Budget Status Report-Per 6 Dec. (5) (6386 : FY20-21 Mid Year)

County of Colusa

2020-21 Expenditure Status Report

At December 31, 2020

Fund: 00101 General

Fund No.	Dept. No.	Department	Original Budget	Actual Expenditures	Under (Over)	Percentage Expended
00101	00101	GENERAL FUND	$0.00	$0.00	$0.00	
00101	1010	GENERAL REVENUE	($485,306.00)	($242,655.86)	($242,650.14)	**50%**
00101	1011	BOARD OF SUPERVISORS	$1,787,696.00	$427,359.84	$1,360,336.16	24%
00101	1012	COUNTY ADMINISTRATIVE OFC	$371,973.00	$162,826.74	$209,146.26	44%
00101	1021	AUDITOR-CONTROLLER	$1,020,674.00	$274,893.02	$745,780.98	27%
00101	1022	TREASURER TAX COLL	$341,495.00	$137,585.96	$203,909.04	40%
00101	1023	ASSESSOR	$1,338,629.00	$661,902.44	$676,726.56	49%
00101	1026	COLLECTOR	($844.00)	($622.94)	($221.06)	**74%**
00101	1031	COUNTY COUNSEL	$174,456.00	$78,812.00	$95,644.00	45%
00101	1040	PERSONNEL	$61,164.00	$11,862.96	$49,301.04	19%
00101	1051	ELECTIONS & REG	$659,339.00	$303,845.06	$355,493.94	46%
00101	1073	BUILD & GRND-MAINT	$453,371.00	$183,373.73	$269,997.27	40%
00101	1074	BUILD & GRND-CUST	$16,525.00	($461.74)	$16,986.74	-3%
00101	1092	ADVERTING,FAIRS & EXHIBIT	$3,214.00	$357.00	$2,857.00	11%
00101	1101	RISK MANAGMNT	$52,913.00	$60,200.58	($7,287.58)	**114%**
00101	1102	SAFETY COMM	$0.00	$0.00	$0.00	
00101	1103	EMPLOYEE BENE	$651.00	$494.35	$156.65	**76%**
00101	1106	SURVEYOR	$64,525.00	$19,225.99	$45,299.01	30%
00101	1107	REFUNDS & REBATES	($115.00)	($57.48)	($57.52)	50%
00101	1108	INFORMATION TECH	$215,443.00	$92,956.32	$122,486.68	43%
00101	1109	CENTRAL SERVICES	$63,294.00	$1,115.34	$62,178.66	2%
00101	2008	VPBG	$0.00	$0.00	$0.00	
00101	2012	JUV JUST COMM	$0.00	$0.00	$0.00	
00101	20131	COLUSA CO JUD DIST	$681,444.00	$318,606.88	$362,837.12	47%
00101	2014	GRAND JURY	$31,467.00	$5,076.71	$26,390.29	16%
00101	2016	DISTRICT ATTORNEY	$1,999,907.00	$930,075.52	$1,069,831.48	47%
00101	20161	D A -WELFARE INVET	$0.00	$0.00	$0.00	
00101	20162	D A -INDIAN GAMING	$0.00	$0.00	$0.00	
00101	2018	LAW LIBRARY	$0.00	$0.00	$0.00	
00101	2019	PUBLIC DEFENDER	$397,940.00	$162,590.10	$235,349.90	41%
00101	2020	COMMUNICATIONS	$897,358.00	$383,798.48	$513,559.52	43%
00101	2021	SHERIFF	$6,008,412.00	$2,773,475.05	$3,234,936.95	46%
00101	20211	COURT BAILIFF	$397,919.00	$132,224.62	$265,694.38	33%
00101	2022	DRUG PREVNTN	$216,432.00	$75,610.81	$140,821.19	35%
00101	20221	DRUG ENF-INDIAN GAMING	$0.00	$0.00	$0.00	
00101	20231	YOUTH SERV GRANT	$0.00	$0.00	$0.00	
00101	2024	BOATING	$155,939.00	$75,603.52	$80,335.48	48%
00101	2031	JAIL	$5,960,149.00	$1,864,885.58	$4,095,263.42	31%
00101	2033	JUVENILE FACILITIES	$1,868,062.00	$456,103.85	$1,411,958.15	24%
00101	2035	PROBATION	$2,072,463.00	$960,418.96	$1,112,044.04	46%
00101	2036	VICTIM WITNS PROGM	$277,020.00	$126,680.92	$150,339.08	46%
00101	20361	JAIL RMVL GRNT	$0.00	$0.00	$0.00	
00101	20362	JUV ACCTABILITY BLOCK GRN	$0.00	$0.00	$0.00	
00101	20363	YOUTHFUL OFFENDER GRANT	$153,150.00	$66,956.42	$86,193.58	44%
00101	20364	CO VICTIM WITNESS SERV-XC	$0.00	$0.00	$0.00	
00101	2050	FLOOD SOIL WATR CONS	$196,787.00	$8,785.74	$188,001.26	4%

Attachment: Exp Budget Status Report-Per 6 Dec. (6386 : FY20-21 Mid Year)

Fund No.	Dept. No.	Department	Original Budget	Actual Expenditures	Under (Over)	Percentage Expended
00101	2059	AG ADMIN SERV	$1,000.00	$64,017.53	($63,017.53)	**6,402%**
00101	2060	AG COMM	$1,353,883.00	$574,721.31	$779,161.69	42%
00101	2061	WATER MANAGEMENT	$118,696.00	$29,770.60	$88,925.40	25%
00101	2065	SITES RESERVOIR PROJECT	$602,532.00	$591,711.44	$10,820.56	**98%**
00101	2070	CLERK & RECR	$438,667.00	$189,391.46	$249,275.54	43%
00101	2071	CORONER	$199,378.00	$114,146.28	$85,231.72	**57%**
00101	2074	LOCAL AGENCY FORM CM	$49,682.00	$49,708.02	($26.02)	**100%**
00101	2076	PLANNG & BUILD	$1,022,411.00	$498,349.14	$524,061.86	49%
00101	2077	ANIMAL CONTRL SERV	$254,466.00	$105,383.68	$149,082.32	41%
00101	2080	TRAPPER	$75,413.00	$21,940.26	$53,472.74	29%
00101	2081	EMERGENCY SERV	$204,038.00	$96,564.76	$107,473.24	47%
00101	20811	HOMELAND SEC-LAWENF	$122,562.00	$760.97	$121,801.03	1%
00101	2083	PUBLIC ADMIN	$17,503.00	$8,777.57	$8,725.43	**50%**
00101	2999	FIRE DISTRICTS	$216,365.00	$125,303.38	$91,061.62	**58%**
00101	3000	PUBLIC WAYS	$1,055,330.00	$527,665.00	$527,665.00	50%
00101	4000	REA MOE-PUBLIC HEALTH	$237,754.00	$118,876.98	$118,877.02	50%
00101	40111	SUB ABUSE/CRIME PREVENT	$0.00	$0.00	$0.00	
00101	5000	SB163 WRAPAROUND CO SHARE	$0.00	$0.00	$0.00	
00101	5031	SOC WELFARE (IND)	$10,454.00	$3,271.00	$7,183.00	31%
00101	5032	BURIAL OF INDGNT	$5,932.00	($634.02)	$6,566.02	-11%
00101	5041	CARE OF JUV CRT WRDS	$29,417.00	$8,340.04	$21,076.96	28%
00101	5051	VETERANS SRV	$113,278.00	$51,291.68	$61,986.32	45%
00101	5061	SENIOR CIT COUNSL	$18,352.00	$9,175.98	$9,176.02	50%
00101	6012	SUPR OF SCHOOLS	$0.00	$0.00	$0.00	
00101	6021	COUNTY LIBRARY	$1,252,392.54	$548,150.92	$704,241.62	44%
00101	6022	ADULT LITRCY	$39,758.00	$12,868.72	$26,889.28	32%
00101	6031	COOPERATIVE EXT	$370,096.00	$184,923.31	$185,172.69	50%
00101	7032	COLUSA VETRNS BLDG	$21,783.00	$13,743.05	$8,039.95	**63%**
00101	7033	MAXWELL VET BLDG	$3,913.00	$2,342.05	$1,570.95	**60%**
00101	7034	PRINCTN VET BLDG	$0.00	$0.00	$0.00	
00101	7035	WMS VET BLDG	($19,623.00)	($9,250.18)	($10,372.82)	47%
00101	7098	CONTINGNCY	$500,000.00	$0.00	$500,000.00	0%
00101	8000	SALES & USE TX	$0.00	($426.51)	$426.51	
00101 General - Total			**$35,768,978.54**	**$14,454,790.89**	**$21,314,187.65**	**40%**

Fund: 00106 Behavioral Health

Fund No.	Dept. No.	Department	Original Budget	Actual Expenditures	Under (Over)	Percentage Expended
00106	4010	BEHAV HLTH ADM SRV	($41,000.00)	($3,728.17)	($37,271.83)	9%
00106	4011	SUBSTANCE ABUSE	$504,942.00	$212,713.44	$292,228.56	42%
00106	4013	MENTAL HEALTH	$4,958,488.00	$2,914,567.91	$2,043,920.09	**59%**
00106 Behavioral Health - Total			**$5,422,430.00**	**$3,123,553.18**	**$2,298,876.82**	**58%**

Fund: 00108 DHHS

Fund No.	Dept. No.	Department	Original Budget	Actual Expenditures	Under (Over)	Percentage Expended
00108	4012	HEALTH	$3,205,138.00	$1,009,499.10	$2,195,638.90	31%
00108	4019	ENVIROMNTL HLTH	$692,077.00	$286,301.35	$405,775.65	41%
00108	4023	AMBULANCE SERVICE	$27,093.00	$9,287.21	$17,805.79	34%
00108	4031	CALIF CHILDRNS SRV	$66,597.00	$3,436.00	$63,161.00	5%
00108	5010	DHHS ADMIN	$0.00	$54,592.92	($54,592.92)	
00108	5011	CHILD WELFARE ADMIN	$7,901,315.00	$3,318,966.12	$4,582,348.88	42%
00108	5012	IHSS	$272,941.00	$131,220.00	$141,721.00	48%
00108	5033	SENIOR NUTRTN PROG	$294,519.00	$101,567.37	$192,951.63	34%
00108 DHHS - Total			**$12,459,680.00**	**$4,914,870.07**	**$7,544,809.93**	**39%**

Attachment: Exp Budget Status Report-Per 6 Dec. (6386 : FY20-21 Mid Year)

Fund No.	Dept. No.	Department	Original Budget	Actual Expenditures	Under (Over)	Percentage Expended

Fund: Other County Operating

Fund No.	Dept. No.	Department	Original Budget	Actual Expenditures	Under (Over)	Percentage Expended
00107	5014	WELF TO WRK-SUPP SRV	$0.00	$0.00	$0.00	
00109	5020	CATEGORICL AIDS	$3,842,093.00	$1,996,654.47	$1,845,438.53	**52%**
00110	3010	ROADS	$12,074,479.00	$2,354,184.83	$9,720,294.17	19%
00111	3016	BRIDGE FUND	$400,000.00	$9,109.50	$390,890.50	2%
00121	1080	BUILDING PROGRAM	$4,307,086.00	$1,518,485.24	$2,788,600.76	35%
00125	2017	CHILD SUPPORT SERVICES	$643,674.00	$263,633.51	$380,040.49	41%
00130	4015	AIR & WATER POLL CONTROL	$483,311.00	$224,186.13	$259,124.87	46%
00140	3017	COUNTYWIDE RD DIST	$2,500,000.00	$0.00	$2,500,000.00	0%
00151	2078	FISH & GAME PROP	$6,101.00	$3,034.84	$3,066.16	50%
00152	3021	AIRPORT SPEC	$164,000.00	$21,990.99	$142,009.01	13%
00154	7011	PARKS & RECREATION	$0.00	$0.00	$0.00	
00154	7012	EAST PARK RESERVOIR	$0.00	$0.00	$0.00	
00154	7013	COUNTYWIDE RECREATION	$10,232.00	$1,099.75	$9,132.25	11%
00156	1075	MIGRANT FRM HSNG	$570,919.00	$274,515.23	$296,403.77	48%
00156	1077	MFH - REHAB	$0.00	$0.00	$0.00	
00156	1078	MIGRNT FRM HSING-U.S. BNK	$234,610.00	$131,893.86	$102,716.14	**56%**
00157	1083	WMS FRM LABOR HSNG	$0.00	$0.00	$0.00	
00158	1076	MFH-EXCESS FUNDS	$1,000.00	$0.00	$1,000.00	0%
Other County Operating - Total			**$25,237,505.00**	**$6,798,788.35**	**$18,438,716.65**	**27%**
Overall - Total			**$78,888,593.54**	**$29,292,002.49**	**$49,596,591.05**	**37%**

Attachment: Exp Budget Status Report-Per 6 Dec. (6386 : FY20-21 Mid Year)

COUNTY OF COLUSA, CA **13.1**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **County Counsel**

FROM: **Marcos Kropf**

SUBJECT: **Liability Claim: Fire Insurance Exchange/Steven McAllister**

LIABILITY CLAIM
California Government Code section 54956.95.
Claimant: Fire Insurance Exchange/Steven McAllister

Detailed Description/Background of request
N/A

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
None

COUNTY OF COLUSA, CA **13.2**

Request For County Board of Supervisors Action

MEETING DATE: **February 16, 2021**

DEPARTMENT: **County Counsel**

FROM: **Marcos Kropf**

SUBJECT: **Closed Session - Employee discipline/dismissal/release**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
California Government Code 54957.

Detailed Description/Background of request
N/A

Prior Board Action
N/A

Fiscal Impact/Funding Source
N/A

Action for the Clerk
None