

# County of San Benito, CA

Ray Espinosa  
County Administrative Officer  
481 Fourth Street  
County Administration Building  
Hollister, California 95023  
[www.cosb.us](http://www.cosb.us)



## Meeting Agenda- **POSTED AND FINAL**

February 21, 2017 - 9:00 AM

### Board of Supervisors

Jaime De La Cruz  
Board Chairman  
District No. 5  
Anthony Botelho  
Vice-Chair  
District 2  
Mark Medina  
District 1  
Robert Rivas  
District 3  
Jerry Muenzer  
District 4





d. **Public Comment**

Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Section 54954.2.

e. **Department Head Announcements: Information Only**

f. **Board Announcements: Information Only**

**CONSENT AGENDA**

*These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Approval of a consent item means approval of the recommended action as specified on the Agenda Item Transmittal.*

*If any member of the public wishes to comment on a Consent Agenda Item, please fill out a speaker card, present it to the Clerk prior to consideration of the Consent Agenda and request the item be removed and considered separately.*

1. **ASSESSOR'S OFFICE - T. SLAVICH**

Adopt Resolutions Approving Six Land Conservation Act Compatible Use Applications for Contract Numbers 01-03 (Doodlebug Ranches); 77-16 (Herbert); 70-828 (Krieger); 68-013 (Lone Ranch LLC); 73-19 (Manning Family Trust); and 89-08 (McFadden) and Six Division Applications for Contract Numbers 69-001 (Appel); 15-05 (Bayly/Wittman); 68-100 and 68-900 (Blackburn); 75-918 (Bletzer); 10-17 (Enz/Bowlus); and 78-14 (Swank).  
SBC FILE NUMBER: 7  
RESOLUTION NO: 2017-8, 2017-9; 2017-10; 2017-11; 2017-12; 2017-13; 2017-14; 2017-15; 2017-16; 2017-17; 2017-18; 2017-19

2. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Approve Authorization to Receive Customer Information allowing PG&E information to be released to OpTerra for analysis of potential cost saving measures/improvements.  
SBC FILE NUMBER: 119

3. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Request for approval of Supplemental Statement of Work presented by Avocette Technologies Professional Services in the amount of \$21,735.00 to complete the deployment of the Accela Civic Platform Best Practice Template at the Resource Management Agency - Planning Division.  
SBC FILE NUMBER: 119

4. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Approved budget adjustments between Board of Supervisors & Clerk of the Board, and Treasurer & Tax Collector. BOS for \$15,000 from Clerk of the Board ( Services & Supplies); Treasurer for \$20,000 from Tax Collector (Salaries and Benefits).  
SBC FILE NUMBER: 865

5. **COUNTY CLERK/AUDITOR/RECORDER/ELECTIONS DEPT. - J. P. GONZALEZ**

Request that the San Benito County Board of Supervisors consider approval

to reschedule shared Governing Board Elections with Monterey County from Odd-numbered to Even-numbered Years; adopt Resolution consolidating Multi-County School District Elections commencing with the 2018 General Election.

SBC FILE NUMBER: 285

RESOLUTION NO: 2017-20

6. **COUNTY COUNSEL'S OFFICE - M. GRANGER**  
Approve contract with Barbara Thompson for employment as County Counsel and appoint Barbara Thompson as the San Benito County Counsel, effective upon the retirement of County Counsel Matthew Granger, pursuant to California Government Code § 27640, et. seq.  
SBC FILE NUMBER: 119
7. **COUNTY COUNSEL'S OFFICE - M. GRANGER**  
Approve Amendment No. 1 with Colantuono, Highsmith & Whatley, PC for legal services in the litigation matter of Award Homes, Inc. v. County of San Benito, et. al., Case No. CU-15-00099.  
SBC FILE NUMBER: 160
8. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**  
Approve Health and Human Services Agency, Public Health Services' Emergency Services Specialist out-of-state travel to the National Preparedness Summit, Atlanta Georgia, April 24-28, 2017.  
SBC FILE NUMBER: 130
9. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**  
Approve contract amendment with Shared Vision Consultants to add Child Welfare Services System Improvement Plan update to the scope of services and increase the contract not to exceed amount by \$3,900 for a total of \$22,300.00.  
SBC FILE NUMBER: 130
10. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**  
Approve contract between the California Workforce Association and the San Benito County Workforce Development Board for the development of the Local Workforce Development Plan, in the amount not to exceed \$15,000.00; and authorize the Director of HHSA to sign the contract.  
SBC FILE NUMBER: 130
11. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**  
Approve the Addition of 3 full time Eligibility Worker positions, 1 full time Office Assistant and 6 Limited Term Eligibility Worker positions in Health & Human Services Agency.  
SBC FILE NUMBER: 130
12. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**  
Adopt Resolution approving and authorizing submission of the 2017 Parks Related Grant application through the California Department of Housing and Community Development (HCD).  
SBC FILE NUMBER: 130  
RESOLUTION NO: 2017-21
13. **HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**  
Approve Contract with Seneca Family of Agencies for Resource Family

Approval and associated services for the period of March 1, 2017 through June 30, 2018 not to exceed amount of \$209,418.00.

- SBC FILE NUMBER: 130
14. **OFFICE OF EMERGENCY SERVICES - K. O'NEIL**  
Approve cost share amount not to exceed \$25,000 to participate in a joint fire department feasibility study with the Cities of San Juan Bautista and Hollister.  
SBC FILE NUMBER: 75.5
  15. **PROBATION DEPARTMENT - R. T. BARAAN**  
Authorize Probation Department to enter into a Contract with Gavilan Joint Community College District to provide the "Gavilan College Noncredit Program" in the San Benito County Jail and Community Transition Center and to approve budget augmentation for fiscal year 2016-17 in an amount not to exceed \$20,000.  
SBC FILE NUMBER: 510
  16. **RESOURCE MANAGEMENT AGENCY - B. BARNES**  
1) Adopt an Ordinance Levying Special Taxes within County of San Benito Community Facilities District No. 2015-1 (Santana Ranch CFD); and  
2) Authorize the Chair to sign the Ordinance.  
SBC FILE NUMBER: 790  
ORDINANCE NO: 955
  17. **RESOURCE MANAGEMENT AGENCY - B. BARNES**  
Adopt an Ordinance authorizing the implementation of a Community Choice Aggregation program in the County of San Benito.  
SBC FILE NUMBER: 105  
ORDINANCE NUMBER: 954
  18. **RESOURCE MANAGEMENT AGENCY - B. BARNES**  
Approve Memorandum of Understanding (MOU) between City of Hollister and San Benito County ("SBC") establishing the rights and responsibilities of the Parties for the recruitment, selection, employment, job duties, and supervision of the City of Hollister Housing Programs Coordinator; and authorizing reimbursement to the City for the costs relating to employment of a Housing Programs Coordinator.  
SBC FILE NUMBER: 790
  19. **RESOURCE MANAGEMENT AGENCY - B. BARNES**  
Approve Contract Amendment #2 with First Carbon Solutions for CEQA compliance Services for TSM 15-93/FAY in the amount of \$8,945.00 for a total contract amount of \$113,245.00.  
SBC FILE NUMBER: 790
  20. **RESOURCE MANAGEMENT AGENCY - B. BARNES**  
Approve the subordination of a County-issued second loan for 721 Colorado Way, a property restricted to purchase by a low-income household, to a refinanced first loan.  
SBC FILE NUMBER: 790
  21. **RESOURCE MANAGEMENT AGENCY - B. BARNES**  
Approve and Adopt the Plans and Specifications for Emergency Pacheco Creek Levee Repairs at Lover's Lane.  
SBC FILE NUMBER: 750
  22. **TREASURER-TAX COLLECTOR - M. L. ANDRADE**

## REGULAR AGENDA

*For each regular agenda item, the following schedule shall occur:*

- a) Staff report.*
- b) Public opportunity to address the Board on a particular agenda item. Please fill out a speaker card and present it to the Clerk prior to consideration of the item.*
- c) Consideration by the Board.*

23. **OFFICE OF EMERGENCY SERVICES - K. O'NEILL**

Kevin O'Neill will give an update on the state of flooding in San Benito County. (1) Adopt Resolution Recognizing the Continuing Proclamation of a Local Emergency in San Benito County; (2) Ratifying Letting of Contracts to Remediate Local Emergency, (3) Confirming County Administrator's Authority to Enter Into Emergency Contracts Under Public Contracts Code 22050, (4) Finding that there is a Need to Continue Emergency Action Action; and (5) Finding Repair Work Exempt from CEQA As An Emergency Project. **(4/5 vote required)**

SBC FILE NUMBER: 75.5  
RESOLUTION NO: 2017-22

24. **BOARD OF SUPERVISORS**

Approve donation from Valerie Eglund of wood carving of San Benito County logo pursuant to the attached design.  
SBC FILE NUMBER: 156

25. **COUNTY ADMINISTRATIVE OFFICE - R. ESPINOSA**

Update on jail project construction funding. Receive update on Community Corrections Partnership (CCP)'s decision regarding debt service of County loan for construction costs. Grant approval for the Auditor to provide assurances to the State regarding funding and, as necessary, provide direction to staff.

26. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

County Administrative Officer, Ray Espinosa, will present the Year End Report for 2016 to Board.  
SBC FILE NUMBER: 119

27. **RESOURCE MANAGEMENT AGENCY - B. BARNES**

Resource Management Agency (RMA) Approval of Organizational Structure and Deputy Director – Resource Management Agency Position.  
SBC FILE NUMBER: 105

28. **BOARD OF SUPERVISORS**

Discuss possible appointee to represent the San Benito County Board of Supervisors on the Area Agency on Aging Committee. Receive appointment from the Chair of the Board to the Area Agency on Aging Committee.  
SBC FILE NUMBER: 1042

29. **BOARD OF SUPERVISORS**

Create ad hoc committee for taxation.  
SBC FILE NUMBER 156

30. **BOARD OF SUPERVISORS**  
 Appoint members to the Ad Hoc Advisory Committee for the Regional Agency (RA).  
 SBC FILE NUMBER: 156.
31. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**  
 Presentation by the San Benito County Chamber of Commerce in regards to status update since June 2016.  
 SBC FILE NUMBER: 119
32. **COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**  
 Presentation by AT&T regarding proposed broadband infrastructure build out plans for San Benito County under the Connect America Fund as part of comprehensive reforms adopted by the Federal Communications Commission.  
 SBC FILE NUMBER: 119
33. **(This item will be heard by the Board at 1:30 P.M.)**
- COUNTY ADMINISTRATIVE OFFICE- R. ESPINOSA**  
 Presentation of San Benito County Library Needs Assessment by Dana Braccia, Vice President of Library Services, Library Systems Services Incorporated.

**ADDENDUM TO THE  
 February 21, 2017  
 BOARD OF SUPERVISORS  
 REGULAR MEETING AGENDA**

The following item has been added to the February 21, 2017 agenda:

**REGULAR AGENDA:**

*Matters discussed during Closed Session include existing and pending litigation, personnel matters and real property negotiations. Reportable actions taken by the Board during Closed Session will be announced during open session. (Gov. Code Section 54957.1(a) and (b), Ralph M. Brown Act.)*

34. **CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS**  
 Agency designated representatives: Allyson Hauck, Ray Espinosa, Joe Paul Gonzalez, Melinda Casillas, Georgia Cochran, Steve Coffee
- Employee Organizations:  
 Institutions Association  
 Law Enforcement Management  
 Management Employees' Group  
 SEIU Local 521 (General Unit Employees)  
 SEIU Local 2015 (IHSS)  
 Deputy Sheriff's Association  
 Confidential  
 Confidential Management  
 Appointed Department Heads

**ADDENDUM TO THE  
February 21, 2017  
BOARD OF SUPERVISORS  
REGULAR MEETING AGENDA**

The following item has been added to the February 21, 2017 agenda:

**CLOSED SESSION:**

*Matters discussed during Closed Session include existing and pending litigation, personnel matters and real property negotiations. Reportable actions taken by the Board during Closed Session will be announced during open session. (Gov. Code Section 54957.1(a) and (b), Ralph M. Brown Act.)*

**ADJOURNMENT**

**Adjourn to the next regular meeting of Tuesday, March 14, 2017.**

*NOTE: A copy of this Agenda is published, along with supportive documents, on the County's Web site on the Friday preceding each Board meeting and may be viewed at [www.cosb.us/government/meetings-agendas/](http://www.cosb.us/government/meetings-agendas/). All proposed agenda items with supportive documents are also available for viewing at the San Benito County Administration Building, 481 Fourth Street, Hollister, CA between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays). This is the same packet that the Board of Supervisors reviews and discusses at each Board meeting.*

*As required by Gov. Code Section 54957.5 any public record distributed to the Board of Supervisors less than 72 hours prior to this meeting in connection with any agenda item shall be made available for public inspection at the office of the Clerk of the Board, San Benito County Administration Building, 481 Fourth Street, Hollister, CA 95023. Public records distributed during the meeting will be available for public inspection at the meeting if prepared by the County. If the public record is prepared by some other person and distributed at the meeting it will be made available for public inspection following the meeting at the office of the Clerk of the Board.*

*In compliance with the Americans with Disabilities Act (ADA) the Board of Supervisors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Board's office at (831) 636-4000 at least 48 hours before the meeting to enable the County to make reasonable arrangements to ensure accessibility.*



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number:**

**MEETING DATE:** 2/21/2017

**DEPARTMENT:**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

Pledge of Allegiance to be led by Supervisor Robert Rivas, District #3.

**AGENDA SECTION:**

Pledge of Allegiance

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

**ADDITIONAL PERSONNEL:**





**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number:**

**MEETING DATE:** 2/21/2017

**DEPARTMENT:** CLERK OF THE BOARD OF SUPERVISORS

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

Certificate of Posting

**AGENDA SECTION:**

Acknowledge of Certificate of Posting

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description

Certificate of Posting

Upload Date

2/6/2017

Type

Backup Material

**SAN BENITO COUNTY  
BOARD OF SUPERVISORS  
CERTIFICATE OF POSTING**

Pursuant to Government Code Section #59454.2(a), the agenda for the San Benito County Board of Supervisors meeting of February 21, 2017 was posted on the 17<sup>th</sup> day of February, 2017 at 5:00 p.m., at the following locations, freely accessible to the public:

The front entrance of the Old County Courthouse, Monterey Street City of Hollister, San Benito County, State of California

and

The front entrance of the San Benito County Administration Building, 481 Fourth Street, Hollister, CA

I, CHASE GRAVES, certify under penalty of perjury, that the foregoing is true and correct.

**CHASE GRAVES  
CLERK OF THE BOARD**



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number:**

**MEETING DATE:** 2/21/2017

**DEPARTMENT:** CLERK OF THE BOARD OF SUPERVISORS

**DEPT HEAD/DIRECTOR:** Chase Graves

**AGENDA ITEM PREPARER:** Janet Slibsager

**SBC DEPT FILE NUMBER:** 156

**SUBJECT:**

**BOARD OF SUPERVISORS**

Present Certificate of Recognition to Judith Ann Cain for her 20 years serving on the Behavioral Health Advisory Board.

SBC FILE NUMBER: 156

**AGENDA SECTION:**

Presentations and Recognitions

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Present Certificate of Recognition to Judith Ann Cain for her 20 years serving on the Behavioral Health Advisory Board.

**ADDITIONAL PERSONNEL:**

**BOARD ACTION RESULTS:**

This item was pulled from the agenda as Ms. Cain was not present to receive Certificate. Will be presented at the February 21st meeting.

**ATTACHMENTS:**

Description	Upload Date	Type
Certificate of Recognition	1/30/2017	Certificate of Recognition

# CERTIFICATE OF APPRECIATION

*Presented to*

*Judith Ann Cain*

For your Contribution and Invaluable Service  
to the Behavioral Health Advisory Board  
for 20 years

*With profound gratitude and appreciation on behalf of the  
SAN BENITO COUNTY BOARD OF SUPERVISORS*

February 7, 2017

Mark Medina

Jerry Muenzer



Jaime De La Cruz, Chair

Anthony Botelho, Vice Chair

Robert Rivas



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 1.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: ASSESSOR**

**DEPT HEAD/DIRECTOR: T. Slavich**

**AGENDA ITEM PREPARER: Tom Slavich**

**SBC DEPT FILE NUMBER: 7**

**SUBJECT:**

**ASSESSOR'S OFFICE - T. SLAVICH**

Adopt Resolutions Approving Six Land Conservation Act Compatible Use Applications for Contract Numbers 01-03 (Doodlebug Ranches); 77-16 (Herbert); 70-828 (Krieger); 68-013 (Lone Ranch LLC); 73-19 (Manning Family Trust); and 89-08 (McFadden) and Six Division Applications for Contract Numbers 69-001 (Appel); 15-05 (Bayly/Wittman); 68-100 and 68-900 (Blackburn); 75-918 (Bletzer); 10-17 (Enz/Bowlus); and 78-14 (Swank).

SBC FILE NUMBER: 7

RESOLUTION NO: 2017-8, 2017-9; 2017-10; 2017-11; 2017-12; 2017-13; 2017-14; 2017-15; 2017-16; 2017-17; 2017-18; 2017-19

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Board of Supervisors conducted public hearings regarding six LCA Compatible Use Applications and six Division Applications at its regular meetings on June 14, 2016 and on December 13, 2016 and rendered tentative decisions for each application pending resolutions containing the written findings and determinations. Proposed Resolutions memorializing the

Board's decisions are provided for consideration.

The Compatible Use Applications are for Contract Numbers 01-03 (Doodlebug Ranches) for two solar photovoltaic systems (similar to public utility facilities); 77-16 (Herbert) for an additional dwelling unit; 70-828 (Krieger) for an additional dwelling unit; 68-013 (Lone Ranch LLC) for an additional dwelling unit; 73-19 (Manning Family Trust) for reactivation of the Nyland Quarry; and 89-08 (McFadden) for an additional dwelling unit.

The Division Request Applications are for Contract Numbers 69-001 (Appel); 15-05 (Bayly/Wittman); 68-100 and 68-900 (Blackburn); 75-918 (Bletzer); 10-17 (Enz/Bowlus); and 78-14 (Swank).

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

It is respectfully recommended that the Board of Supervisors:

- 1) Adopt the LCA Resolutions approving compatible use requests for Contract Numbers 01-03 (Doodlebug Ranches); 77-16 (Herbert); 70-828 (Krieger); 68-013 (Lone Ranch LLC); 73-19 (Manning Family Trust); and 89-08 (McFadden).
- 2) Adopt the LCA Resolutions approving division requests for Contract Numbers 69-001 (Appel); 15-05 (Bayly/Wittman); 68-100 and 68-900 (Blackburn); 75-918 (Bletzer); 10-17 (Enz/Bowlus); and 78-14 (Swank); and
- 3) Authorize the Chair to sign each resolution.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Resolution approving compatible use request for Contract No. 01-03 (Doodlebug Ranches)	2/15/2017	Resolution
Resolution approving compatible use request for Contract No. 77-16 (Herbert)	2/15/2017	Resolution
Resolution approving compatible use request for Contract No. 70-828 (Krieger)	2/15/2017	Resolution
Resolution approving compatible use request for Contract No. 68-013 (Lone Ranch LLC)	2/15/2017	Resolution
Resolution approving compatible use request for Contract No. 73-19 (Manning		



Family Trust)	2/15/2017	Resolution
Resolution approving compatible use request for Contract No. 89-08 (McFadden)	2/15/2017	Resolution
Resolution approving division request for Contract No. 69-001 (Appel)	2/15/2017	Resolution
Resolution approving division request for Contract No. 13-05 (Bayly-Wittman)	2/15/2017	Resolution
Resolution approving division request for Contract Nos. 68-100 and 68-900	2/15/2017	Resolution
Resolution approving division request for Contract No. 75-918 (Bletzer)	2/15/2017	Resolution
Resolution approving division request for Contract No. 10-17 (Enz-Bowlus)	2/15/2017	Resolution
Resolution approving division request for Contract No. 78-14 (Swank)	2/15/2017	Resolution

1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 A RESOLUTION OF THE SAN BENITO COUNTY BOARD ) Resolution No. 2017-\_\_\_\_\_  
3 OF SUPERVISORS APPROVING A COMPATIBLE USE )  
4 REQUEST ON AN AGRICULTURAL PRESERVE UNDER )  
5 CONTRACT NUMBER 01-03 (DOODLEBUG RANCHES) )  
6 FOR TWO SOLAR PHOTOVOLTAIC SYSTEMS )

7 **WHEREAS**, Counties are authorized to establish agricultural preserves and to establish local  
8 procedures for creating, altering and terminating agricultural preserves, under the California Land  
9 Conservation Act (Cal. Government Code section 51200 et seq.); and

10 **WHEREAS**, the Board of Supervisors of the County of San Benito adopted an ordinance  
11 implementing the California Land Conservation Act in the County of San Benito, now codified in the  
12 San Benito County Code, title 19, chapter 19.01, article II, commencing with section 19.01.020; and

13 **WHEREAS**, certain compatible uses may be allowed on agricultural preserves, if Counties make  
14 findings set forth in Government Code section 51238.1 and San Benito County Code section  
15 19.01.023(F)(1); and

16 **WHEREAS**, County Code section 19.01.023 specifies categories of compatible uses allowed on  
17 agricultural preserves and required findings associated with compatible use requests, consistent with  
18 the requirements of Government Code sections 51238.1; and

19 **WHEREAS**, County Code section 19.01.023(B)(5) provides that public utility facilities are  
20 compatible uses; and

21 **WHEREAS**, County Code section 19.01.023(B)(9) provides that uses determined by the Board of  
22 Supervisors to be compatible, upon a finding that the proposed use is incidental and not detrimental to  
23 agricultural use, is deemed a compatible use; and

24 **WHEREAS**, County Code section 19.01.023(C) prohibits the placement of structures on agricultural  
25 preserves, except for those structures related directly to an agricultural or compatible use; and

26 **WHEREAS**, Government Code section 51238.1(a) and County Code section 19.01.023(F) require  
27 that compatible uses be consistent with the following principles of compatibility:

- 28 1. The use will not significantly compromise the long-term productive agricultural capability  
of the subject agricultural preserve or on other surrounding agricultural preserves;
2. The use will not significantly displace or impair current or reasonably foreseeable  
agricultural operations on the subject agricultural preserve or on other surrounding  
agricultural preserves[,] [although] [u]ses that significantly displace agricultural  
operations on a portion of the subject agricultural preserve may be deemed compatible if  
they relate directly to the production of commercial agricultural products on the  
remaining portion of the agricultural preserve or on neighboring lands, including  
activities such as harvesting, processing or shipping;
3. The use will not result in the significant removal of adjacent agricultural preserves from  
agricultural or open-space use; and

1 **WHEREAS**, the owners of 53 Assessor's Parcels comprising 7297+ acres of land under  
2 agricultural preserve, Contract Number 01-03, requested a compatible use determination to allow  
3 the installation of two (2) solar photovoltaic systems on approximately two (2) acres of land in  
4 order to offset current electrical consumption to power pumps and wells used to irrigate crops and  
5 water livestock, directly needed for the operation of the existing farming and ranching operations of  
6 the agricultural preserve, and not intended for purposes of export or sale; and

7 **WHEREAS**, the Agricultural Preserve Advisory Committee considered the compatible use request,  
8 found it to meet the criteria of San Benito County Code section 19.01.023(B)(5), (B)(9), (C) and  
9 (F), and Government Code section 51238.1, and recommends that the Board of Supervisors approve  
10 the compatible use request; and

11 **WHEREAS**, the Board of Supervisors held a duly noticed public hearing to consider the revised  
12 compatible use request; and

13 **WHEREAS**, at the public hearing, the Board of Supervisors heard and received all oral and written  
14 testimony and evidence that was made, presented, or filed, and all persons present at the hearing  
15 were given ample opportunity to hear and be heard with respect to any matter related to the revised  
16 compatible use request; and

17 **WHEREAS**, at the conclusion of public testimony, the Board closed the public hearing, deliberated  
18 and considered the merits of the revised compatible use request.

19 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San  
20 Benito that it hereby finds that the proposed installation of two (2) solar photovoltaic systems on  
21 approximately two (2) acres of land out of the 7297+ acre agricultural preserve, under Contract  
22 Number 01-03, significantly less than one percent (1%) of the total acreage, is a compatible use  
23 under Government Code section 51238.1, and the County's implementing ordinance, San Benito  
24 County Code section 19.01.023(B)(5) and (9), because the proposed use is similar to public utility  
25 facilities as authorized in section 19.01.023(B)(5), and it will be incidental and not detrimental to  
26 the agricultural uses of the land within the agricultural preserve; and

27 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
28 hereby finds that the structures associated with the installation of two (2) solar photovoltaic systems  
are directly related to a compatible use of the land under County Code section 19.01.023(C); and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
hereby finds that the installation of two (2) solar photovoltaic systems on approximately two (2)  
acres of land out of the 7297+ acre agricultural preserve, under Contract Number 01-03,  
significantly less than one percent (1%) of the total acreage, satisfies the following criteria of  
compatibility set forth in Government Code section 51238.1(a) and San Benito County Code  
section 19.01.023(F):

1. The installation of two (2) solar photovoltaic systems on approximately two (2) acres of  
land out of the 7297+ acre agricultural preserve, significantly less than one percent (1%)  
of the total acreage, will not significantly compromise the long-term productive

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agricultural capability of the subject agricultural preserve or on other surrounding agricultural preserves;

- 2. The installation of two (2) solar photovoltaic systems on approximately two (2) acres of land out of the 7297+ acre agricultural preserve, significantly less than one percent (1%) of the total acreage, will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject agricultural preserve or on other surrounding agricultural preserves; and
- 3. The installation of two (2) solar photovoltaic systems on approximately two (2) acres of land out of the 7297+ acre agricultural preserve, significantly less than one percent (1%) of the total acreage, will not result in the removal of adjacent agricultural preserves from agricultural or open-space use.

**BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it hereby approves the requested compatible use of land in an agricultural preserve, under Contract Number 01-03, based on its findings and determinations, and supported by substantial evidence in the record, and the Agricultural Preserve Advisory Committee's recommendation.

**PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 21<sup>st</sup> DAY OF FEBRUARY, 2017 BY THE FOLLOWING VOTE:**

Ayes: Supervisor(s):  
 Noes: Supervisor(s):  
 Absent: Supervisor(s):  
 Abstain: Supervisor(s)

By: \_\_\_\_\_  
Jaime De La Cruz, Chair

**ATTEST:**  
Chase Graves, Clerk of the Board

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

By: \_\_\_\_\_

By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

Date: \_\_\_\_\_

Date: Feb. 14, 2017

1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 A RESOLUTION OF THE SAN BENITO COUNTY BOARD ) Resolution No. 2017-\_\_\_\_\_  
3 OF SUPERVISORS APPROVING A COMPATIBLE USE )  
4 REQUEST ON AN AGRICULTURAL PRESERVE UNDER )  
5 CONTRACT NUMBER 77-16 (HERBERT) FOR A )  
6 DWELLING UNIT )

7 **WHEREAS**, Counties are authorized to establish agricultural preserves and to establish local  
8 procedures for creating, altering and terminating agricultural preserves, under the California Land  
9 Conservation Act (Cal. Government Code section 51200 et seq.); and

10 **WHEREAS**, the Board of Supervisors of the County of San Benito adopted an ordinance  
11 implementing the California Land Conservation Act in the County of San Benito, now codified in the  
12 San Benito County Code, title 19, chapter 19.01, article II, commencing with section 19.01.020; and

13 **WHEREAS**, certain compatible uses may be allowed on agricultural preserves, if Counties make  
14 findings set forth in Government Code section 51238.1 and San Benito County Code section  
15 19.01.023(F)(1); and

16 **WHEREAS**, County Code section 19.01.023 specifies categories of compatible uses allowed on  
17 agricultural preserves and required findings associated with compatible use requests, consistent with  
18 the requirements of Government Code sections 51238.1; and

19 **WHEREAS**, County Code section 19.01.023(C) prohibits the placement of structures on agricultural  
20 preserves, except for one dwelling unit and additional structures necessary for the operation of the  
21 agricultural preserve and related directly to an agricultural or compatible use; and

22 **WHEREAS**, Government Code section 51238.1(a) and County Code section 19.01.023(F) require  
23 that compatible uses be consistent with the following principles of compatibility:

- 24 1. The use will not significantly compromise the long-term productive agricultural capability  
25 of the subject agricultural preserve or on other surrounding agricultural preserves;
- 26 2. The use will not significantly displace or impair current or reasonably foreseeable  
27 agricultural operations on the subject agricultural preserve or on other surrounding  
28 agricultural preserves[,] [although] [u]ses that significantly displace agricultural  
operations on a portion of the subject agricultural preserve may be deemed compatible if  
they relate directly to the production of commercial agricultural products on the  
remaining portion of the agricultural preserve or on neighboring lands, including  
activities such as harvesting, processing or shipping;
3. The use will not result in the significant removal of adjacent agricultural preserves from  
agricultural or open-space use; and

**WHEREAS**, the owners of one (1) Assessor's Parcel comprising 74 acres of land under agricultural  
preserve, Contract Number 77-16, requested a compatible use determination to allow the placement  
of a modular dwelling unit near the existing dwelling unit and other agricultural buildings, as a  
residence for their daughter, who helps with the sales operation of crops grown in the agricultural  
preserve; and

1 **WHEREAS**, the Agricultural Preserve Advisory Committee considered the compatible use request,  
2 found it to meet the criteria of San Benito County Code section 19.01.023(C) and (F), and  
3 Government Code section 51238.1, and recommends that the Board of Supervisors approve the  
compatible use request; and

4 **WHEREAS**, the Board of Supervisors held a duly noticed public hearing to consider the revised  
5 compatible use request; and

6 **WHEREAS**, at the public hearing, the Board of Supervisors heard and received all oral and written  
7 testimony and evidence that was made, presented, or filed, and all persons present at the hearing  
8 were given ample opportunity to hear and be heard with respect to any matter related to the revised  
compatible use request; and

9 **WHEREAS**, at the conclusion of public testimony, the Board closed the public hearing, deliberated  
10 and considered the merits of the revised compatible use request.

11 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San  
12 Benito that it hereby finds that the proposed installation of a modular dwelling unit near the existing  
dwelling unit and other agricultural buildings within the preserve, as a residence for their daughter,  
13 who helps with the sales operation is necessary for the operation of the agricultural preserve under  
Contract Number 77-16, and is a compatible use under Government Code section 51238.1(a), and  
14 the County's implementing ordinance, San Benito County Code section 19.01.023(C), and it will be  
incidental and not detrimental to the agricultural uses of the land within the agricultural preserve;  
15 and

16 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
17 hereby finds that the installation of a modular dwelling unit near the existing dwelling unit and  
other agricultural buildings within the agricultural preserve under Contract Number 77-16 satisfies  
18 the following criteria of compatibility set forth in Government Code section 51238.1(a) and San  
Benito County Code section 19.01.023(F):  
19

- 20 1. The installation of a modular dwelling unit near the existing dwelling unit and other  
21 agricultural buildings within the preserve will not significantly compromise the long-term  
22 productive agricultural capability of the subject agricultural preserve or on other  
surrounding agricultural preserves;
- 23 2. The installation of a modular dwelling unit near the existing dwelling unit and other  
24 agricultural buildings within the preserve will not significantly displace or impair current  
or reasonably foreseeable agricultural operations on the subject agricultural preserve or on  
other surrounding agricultural preserves; and
- 25 3. The installation of a modular dwelling unit near the existing dwelling unit and other  
26 agricultural buildings within the preserve will not result in the removal of adjacent  
agricultural preserves from agricultural or open-space use.

27 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
28 hereby approves the requested compatible use of land in an agricultural preserve, under Contract  
Number 77-16, based on its findings and determinations, and supported by substantial evidence in  
the record, and the Agricultural Preserve Advisory Committee's recommendation.

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PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 21<sup>st</sup> DAY OF FEBRUARY, 2017 BY THE FOLLOWING VOTE:

Ayes: Supervisor(s):  
Noes: Supervisor(s):  
Absent: Supervisor(s):  
Abstain: Supervisor(s)

By: \_\_\_\_\_  
Jaime De La Cruz, Chair

**ATTEST:**  
Chase Graves, Clerk of the Board

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

By: \_\_\_\_\_

By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

Date: \_\_\_\_\_

Date: Feb. 14, 2017

1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 A RESOLUTION OF THE SAN BENITO COUNTY BOARD ) Resolution No. 2017-\_\_\_\_\_  
3 OF SUPERVISORS APPROVING A COMPATIBLE USE )  
4 REQUEST ON AN AGRICULTURAL PRESERVE UNDER )  
5 CONTRACT NUMBER 70-828 (KRIEGER) FOR A )  
6 DWELLING UNIT )

7 **WHEREAS**, Counties are authorized to establish agricultural preserves and to establish local  
8 procedures for creating, altering and terminating agricultural preserves, under the California Land  
9 Conservation Act (Cal. Government Code section 51200 et seq.); and

10 **WHEREAS**, the Board of Supervisors of the County of San Benito adopted an ordinance  
11 implementing the California Land Conservation Act in the County of San Benito, now codified in the  
12 San Benito County Code, title 19, chapter 19.01, article II, commencing with section 19.01.020; and

13 **WHEREAS**, certain compatible uses may be allowed on agricultural preserves, if Counties make  
14 findings set forth in Government Code section 51238.1 and San Benito County Code section  
15 19.01.023(F)(1); and

16 **WHEREAS**, County Code section 19.01.023 specifies categories of compatible uses allowed on  
17 agricultural preserves and required findings associated with compatible use requests, consistent with  
18 the requirements of Government Code sections 51238.1; and

19 **WHEREAS**, County Code section 19.01.023(C) prohibits the placement of structures on agricultural  
20 preserves, except for one dwelling unit and additional structures necessary for the operation of the  
21 agricultural preserve and related directly to an agricultural or compatible use; and

22 **WHEREAS**, Government Code section 51238.1(a) and County Code section 19.01.023(F) require  
23 that compatible uses be consistent with the following principles of compatibility:

- 24 1. The use will not significantly compromise the long-term productive agricultural capability  
25 of the subject agricultural preserve or on other surrounding agricultural preserves;
- 26 2. The use will not significantly displace or impair current or reasonably foreseeable  
27 agricultural operations on the subject agricultural preserve or on other surrounding  
28 agricultural preserves[,] [although] [u]ses that significantly displace agricultural  
operations on a portion of the subject agricultural preserve may be deemed compatible if  
they relate directly to the production of commercial agricultural products on the  
remaining portion of the agricultural preserve or on neighboring lands, including  
activities such as harvesting, processing or shipping;
3. The use will not result in the significant removal of adjacent agricultural preserves from  
agricultural or open-space use; and

**WHEREAS**, the owners of two (2) Assessor's Parcels comprising 323 acres of land under  
agricultural preserve, Contract Number 70-828, requested a compatible use determination to allow  
the installation of a dwelling unit for the property owner, who is involved in the operation of the  
ranch, in addition to an existing dwelling unit for the ranch caretaker, on approximately one-quarter  
(1/4) of an acre of land; and



1 **WHEREAS**, the Agricultural Preserve Advisory Committee considered the compatible use request,  
2 found it to meet the criteria of San Benito County Code section 19.01.023(C) and (F), and  
3 Government Code section 51238.1, and recommends that the Board of Supervisors approve the  
4 compatible use request; and

5 **WHEREAS**, the Board of Supervisors held a duly noticed public hearing to consider the revised  
6 compatible use request; and

7 **WHEREAS**, at the public hearing, the Board of Supervisors heard and received all oral and written  
8 testimony and evidence that was made, presented, or filed, and all persons present at the hearing  
9 were given ample opportunity to hear and be heard with respect to any matter related to the revised  
10 compatible use request; and

11 **WHEREAS**, at the conclusion of public testimony, the Board closed the public hearing, deliberated  
12 and considered the merits of the revised compatible use request.

13 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San  
14 Benito that it hereby finds that the proposed installation of a dwelling unit for the property owner,  
15 who is involved in the operation of the ranch, in addition to an existing dwelling unit for the ranch  
16 caretaker, on approximately one-quarter (1/4) of an acre of land out of the 323 acre agricultural  
17 preserve, under Contract Number 70-828, less than one percent (1%) of the total acreage, is a  
18 compatible use under Government Code section 51238.1(a), and the County's implementing  
19 ordinance, San Benito County Code section 19.01.023(C), and it will be incidental and not  
20 detrimental to the agricultural uses of the land within the agricultural preserve; and

21 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
22 hereby finds that the proposed installation of a dwelling unit for the property owner, who is  
23 involved in the operation of the ranch, in addition to an existing dwelling unit for the ranch  
24 caretaker, on approximately one-quarter (1/4) of an acre of land out of the 323 acre agricultural  
25 preserve, under Contract Number 70-828, less than one percent (1%) of the total acreage, satisfies  
26 the following criteria of compatibility set forth in Government Code section 51238.1(a) and San  
27 Benito County Code section 19.01.023(F):

- 28 1. The installation of a dwelling unit for the property owner, who is involved in the  
operation of the ranch, in addition to an existing dwelling unit for the ranch caretaker, on  
approximately one-quarter (1/4) of an acre of land out of the 323 acre agricultural  
preserve, under Contract Number 70-828, less than one percent (1%) of the total  
acreage, will not significantly compromise the long-term productive agricultural  
capability of the subject agricultural preserve or on other surrounding agricultural  
preserves;
2. The installation of a dwelling unit for the property owner, who is involved in the  
operation of the ranch, in addition to an existing dwelling unit for the ranch caretaker, on  
approximately one-quarter (1/4) of an acre of land out of the 323 acre agricultural  
preserve, under Contract Number 70-828, less than one percent (1%) of the total  
acreage, will not significantly displace or impair current or reasonably foreseeable  
agricultural operations on the subject agricultural preserve or on other surrounding  
agricultural preserves; and

1 3. The installation of a dwelling unit for the property owner, who is involved in the  
2 operation of the ranch, in addition to an existing dwelling unit for the ranch caretaker, on  
3 approximately one-quarter (1/4) of an acre of land out of the 323 acre agricultural  
4 preserve, under Contract Number 70-828, less than one percent (1%) of the total  
acreage, will not result in the removal of adjacent agricultural preserves from agricultural  
or open-space use.

5 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
6 hereby approves the requested compatible use of land in an agricultural preserve, under Contract  
7 Number 70-828, based on its findings and determinations, and supported by substantial evidence in  
the record, and the Agricultural Preserve Advisory Committee's recommendation.

8 PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN  
9 BENITO THIS 21<sup>st</sup> DAY OF FEBRUARY, 2017 BY THE FOLLOWING VOTE:

10 Ayes: Supervisor(s):  
11 Noes: Supervisor(s):  
12 Absent: Supervisor(s):  
Abstain: Supervisor(s)

13 By: \_\_\_\_\_  
Jaime De La Cruz, Chair

14 **ATTEST:**  
15 Chase Graves, Clerk of the Board

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

16 By: \_\_\_\_\_

17 By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

18 Date: \_\_\_\_\_

19 Date: Feb. 14, 2017

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1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 A RESOLUTION OF THE SAN BENITO COUNTY BOARD ) Resolution No. 2017-\_\_\_\_\_  
3 OF SUPERVISORS APPROVING A COMPATIBLE USE )  
4 REQUEST ON AN AGRICULTURAL PRESERVE UNDER )  
5 CONTRACT NUMBER 68-013 AND ENLARGEMENT )  
6 NUMBERS 87-04, 88-03, 89-13, 90-01 AND 91-03 (LONE )  
7 RANCH LLC) FOR A DWELLING UNIT )

8 **WHEREAS**, Counties are authorized to establish agricultural preserves and to establish local  
9 procedures for creating, altering and terminating agricultural preserves, under the California Land  
10 Conservation Act (Cal. Government Code section 51200 et seq.); and

11 **WHEREAS**, the Board of Supervisors of the County of San Benito adopted an ordinance  
12 implementing the California Land Conservation Act in the County of San Benito, now codified in the  
13 San Benito County Code, title 19, chapter 19.01, article II, commencing with section 19.01.020; and

14 **WHEREAS**, certain compatible uses may be allowed on agricultural preserves, if Counties make  
15 findings set forth in Government Code section 51238.1 and San Benito County Code section  
16 19.01.023(F)(1); and

17 **WHEREAS**, County Code section 19.01.023 specifies categories of compatible uses allowed on  
18 agricultural preserves and required findings associated with compatible use requests, consistent with  
19 the requirements of Government Code sections 51238.1; and

20 **WHEREAS**, County Code section 19.01.023(C) prohibits the placement of structures on agricultural  
21 preserves, except for one dwelling unit and additional structures necessary for the operation of the  
22 agricultural preserve and related directly to an agricultural or compatible use; and

23 **WHEREAS**, Government Code section 51238.1(a) and County Code section 19.01.023(F) require  
24 that compatible uses be consistent with the following principles of compatibility:

- 25 1. The use will not significantly compromise the long-term productive agricultural capability  
26 of the subject agricultural preserve or on other surrounding agricultural preserves;
- 27 2. The use will not significantly displace or impair current or reasonably foreseeable  
28 agricultural operations on the subject agricultural preserve or on other surrounding  
agricultural preserves[,] [although] [u]ses that significantly displace agricultural  
operations on a portion of the subject agricultural preserve may be deemed compatible if  
they relate directly to the production of commercial agricultural products on the  
remaining portion of the agricultural preserve or on neighboring lands, including  
activities such as harvesting, processing or shipping;
3. The use will not result in the significant removal of adjacent agricultural preserves from  
agricultural or open-space use; and

**WHEREAS**, the owners of 44 Assessor's Parcels comprising 12,713+ acres of land under  
agricultural preserve, Contract Number 68-013 and Enlargement Numbers 87-04, 88-03, 89-13,  
90-01 and 91-03, requested a compatible use determination to allow the installation of an additional

1 dwelling unit for a second ranch hand and family, on the same parcel as an existing dwelling unit  
2 for the property owner with guest house, and an existing dwelling unit for a ranch hand; and

3 **WHEREAS**, the Agricultural Preserve Advisory Committee considered the compatible use request,  
4 found it to meet the criteria of San Benito County Code section 19.01.023(C) and (F), and  
5 Government Code section 51238.1, and recommends that the Board of Supervisors approve the  
6 compatible use request; and

7 **WHEREAS**, the Board of Supervisors held a duly noticed public hearing to consider the revised  
8 compatible use request; and

9 **WHEREAS**, at the public hearing, the Board of Supervisors heard and received all oral and written  
10 testimony and evidence that was made, presented, or filed, and all persons present at the hearing  
11 were given ample opportunity to hear and be heard with respect to any matter related to the revised  
12 compatible use request; and

13 **WHEREAS**, at the conclusion of public testimony, the Board closed the public hearing, deliberated  
14 and considered the merits of the revised compatible use request.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San  
16 Benito that it hereby finds that the proposed installation of an additional dwelling unit for a second  
17 ranch hand and family, on the same parcel as an existing dwelling unit for the property owner with  
18 guest house, and an existing dwelling unit for a ranch hand, significantly less than one percent (1%)  
19 of the 12,713+ acre agricultural preserve, under Contract Number 68-013 and Enlargement  
20 Numbers 87-04, 88-03, 89-13, 90-01 and 91-03, which preserve is located in a remote location 65  
21 miles away from Hollister, is a compatible use under Government Code section 51238.1(a), and the  
22 County's implementing ordinance, San Benito County Code section 19.01.023(C), and it will be  
23 incidental and not detrimental to the agricultural uses of the land within the agricultural preserve;  
24 and

25 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
26 hereby finds that proposed installation of an additional dwelling unit for a second ranch hand and  
27 family, on the same parcel as an existing dwelling unit for the property owner with guest house, and  
28 an existing dwelling unit for a ranch hand, significantly less than one percent (1%) of the 12,713+  
acre agricultural preserve, under Contract Number 68-013 and Enlargement Numbers 87-04, 88-03,  
89-13, 90-01 and 91-03, which preserve is located in a remote location 65 miles away from  
Hollister, satisfies the following criteria of compatibility set forth in Government Code section  
51238.1(a) and San Benito County Code section 19.01.023(F):

1. The installation of an additional dwelling unit for a second ranch hand and family, on the same parcel as an existing dwelling unit for the property owner with guest house, and an existing dwelling unit for a ranch hand, significantly less than one percent (1%) of the total acreage, will not significantly compromise the long-term productive agricultural capability of the subject agricultural preserve or on other surrounding agricultural preserves;
2. The installation of an additional dwelling unit for a second ranch hand and family, on the same parcel as an existing dwelling unit for the property owner with guest house, and an existing dwelling unit for a ranch hand, significantly less than one percent (1%) of the

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total acreage, will not significantly displace or impair current or reasonably foreseeable agricultural operations on the subject agricultural preserve or on other surrounding agricultural preserves; and

- 3. The installation of an additional dwelling unit for a second ranch hand and family, on the same parcel as an existing dwelling unit for the property owner with guest house, and an existing dwelling unit for a ranch hand, significantly less than one percent (1%) of the total acreage, will not result in the removal of adjacent agricultural preserves from agricultural or open-space use.

**BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it hereby approves the requested compatible use of land in an agricultural preserve, under Contract Number 68-013 and Enlargement Numbers 87-04, 88-03, 89-13, 90-01 and 91-03, based on its findings and determinations, and supported by substantial evidence in the record, and the Agricultural Preserve Advisory Committee's recommendation.

**PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 21<sup>st</sup> DAY OF FEBRUARY, 2017 BY THE FOLLOWING VOTE:**

Ayes: Supervisor(s):  
Noes: Supervisor(s):  
Absent: Supervisor(s):  
Abstain: Supervisor(s)

By: \_\_\_\_\_  
Jaime De La Cruz, Chair

**ATTEST:**  
Chase Graves, Clerk of the Board

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

By: \_\_\_\_\_

By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

Date: \_\_\_\_\_

Date: Feb. 14, 2017

1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 A RESOLUTION OF THE SAN BENITO COUNTY BOARD ) Resolution No. 2017-\_\_\_\_\_  
3 OF SUPERVISORS APPROVING A COMPATIBLE USE )  
4 REQUEST ON AN AGRICULTURAL PRESERVE UNDER )  
5 CONTRACT NUMBER 73-19 (MANNING FAMILY TRUST) )  
6 TO REACTIVATE A QUARRY )

7 **WHEREAS**, Counties are authorized to establish agricultural preserves and to establish local  
8 procedures for creating, altering and terminating agricultural preserves, under the California Land  
9 Conservation Act (Cal. Government Code section 51200 et seq.); and

10 **WHEREAS**, the Board of Supervisors of the County of San Benito adopted an ordinance  
11 implementing the California Land Conservation Act in the County of San Benito, now codified in the  
12 San Benito County Code, title 19, chapter 19.01, article II, commencing with section 19.01.020; and

13 **WHEREAS**, certain compatible uses may be allowed on agricultural preserves, if Counties make  
14 findings set forth in Government Code section 51238.1 and San Benito County Code section  
15 19.01.023(F)(1); and

16 **WHEREAS**, County Code section 19.01.023 specifies categories of compatible uses allowed on  
17 agricultural preserves and required findings associated with compatible use requests, consistent with  
18 the requirements of Government Code section 51238.1; and

19 **WHEREAS**, County Code section 19.01.023(B)(1)(a) provides that the mining of minerals,  
20 petroleum products, rock, sand, gravel and clay, and the processing only of materials mined on-site,  
21 are deemed to be compatible uses; and

22 **WHEREAS**, Government Code section 51238.1(a) and County Code section 19.01.023(F) require  
23 that compatible uses be consistent with the following principles of compatibility:

- 24 1. The use will not significantly compromise the long-term productive agricultural capability  
25 of the subject agricultural preserve or on other surrounding agricultural preserves;
- 26 2. The use will not significantly displace or impair current or reasonably foreseeable  
27 agricultural operations on the subject agricultural preserve or on other surrounding  
28 agricultural preserves[,] [although] [u]ses that significantly displace agricultural  
operations on a portion of the subject agricultural preserve may be deemed compatible if  
they relate directly to the production of commercial agricultural products on the  
remaining portion of the agricultural preserve or on neighboring lands, including  
activities such as harvesting, processing or shipping;
3. The use will not result in the significant removal of adjacent agricultural preserves from  
agricultural or open-space use; and

1 **WHEREAS**, County Code section 19.01.023(H) (criteria for non-prime land) and (I) (compatible  
2 uses; mineral extraction) and Government Code section 51238.2 provide that a use that does not  
3 conform to the principles of compatibility set forth in section 19.01.023(F) and Government Code  
4 section 51238.1 may nonetheless be approved as compatible if the Board of Supervisors is able to  
5 document that the underlying contractual commitment to preserve prime agricultural land or non-  
6 prime land for open-space will not be significantly impaired and if it approves the compatible use  
7 application conditionally with findings based on substantial evidence in the record, demonstrating the  
8 following:

- 9 1. Conditions have been required for, or incorporated into the use that mitigate or avoid those  
10 onsite and offsite impacts so as to make the use consistent with the principles set forth in  
11 [section] (F)(1) and (2) ... to the greatest extent possible while maintaining the purpose of the  
12 use;
- 13 2. The productive capability of the subject land has been considered as well as the extent to  
14 which the use may displace or impair agricultural operations;
- 15 3. The use is consistent with the purposes of ... article [II (Agricultural Preserves)] to preserve  
16 agricultural and open space land ... or the use and conservation of natural resources, on the  
17 subject agricultural preserve or on other surrounding agricultural preserves [and] the use of  
18 mineral resources shall comply with [section] (I) ...;
- 19 4. The use does not include a residential subdivision; and

20 **WHEREAS**, the owners of six (6) Assessor's Parcels comprising 545 acres of land under  
21 agricultural preserve, Contract Number 73-19, requested a compatible use determination to allow  
22 the reactivation of the old Nyland Quarry, which was active in the 1960's and 1970's, on  
23 approximately 25 acres of land, with grading of approximately seven (7) acres; and

24 **WHEREAS**, the Agricultural Preserve Advisory Committee considered the compatible use request,  
25 found it to meet the criteria of San Benito County Code section 19.01.023(B), (F), (H) and (I), and  
26 Government Code sections 51238.1 and 51238.2, and recommends that the Board of Supervisors  
27 approve the compatible use request; and

28 **WHEREAS**, the Board of Supervisors held a duly noticed public hearing to consider the revised  
compatible use request; and

**WHEREAS**, at the public hearing, the Board of Supervisors heard and received all oral and written  
testimony and evidence that was made, presented, or filed, and all persons present at the hearing  
were given ample opportunity to hear and be heard with respect to any matter related to the revised  
compatible use request; and

**WHEREAS**, at the conclusion of public testimony, the Board closed the public hearing, deliberated  
and considered the merits of the revised compatible use request.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San  
Benito that it hereby finds that the proposed reactivation of a quarry on approximately 25 acres of  
land out of the 545 acre agricultural preserve, under Contract Number 73-19, approximately five  
percent (5%) of the total acreage, is a compatible use under San Benito County Code section  
19.01.023(B)(1)(a), because it involves the mining of natural resources identified in  
section 19.01.023(B)(1)(a); and

1 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
2 hereby finds that the proposed reactivation of a quarry on approximately 25 acres of land out of the  
3 545 acre agricultural preserve, under Contract Number 73-19, approximately five percent (5%) of  
4 the total acreage, satisfies the following criteria of compatibility set forth in Government Code  
5 section 51238.1(a) and San Benito County Code section 19.01.023(F), except as specified below:

- 6 1. The proposed reactivation of a quarry on approximately 25 acres of land out of the 545  
7 acre agricultural preserve, approximately five percent (5%) of the total acreage, will not  
8 significantly compromise the long-term productive agricultural capability of the subject  
9 agricultural preserve or on other surrounding agricultural preserves;
- 10 2. The proposed reactivation of a quarry on approximately 25 acres of land out of the 545  
11 acre agricultural preserve, approximately five percent (5%) of the total acreage, will not  
12 significantly displace or impair current or reasonably foreseeable agricultural operations  
13 on the subject agricultural preserve or on other surrounding agricultural preserves, but it  
14 will significantly impair or displace agricultural operations on the 25-acre portion of the  
15 agricultural preserve; and
- 16 3. The proposed reactivation of a quarry on approximately 25 acres of land out of the 545  
17 acre agricultural preserve, approximately five percent (5%) of the total acreage, will not  
18 result in the removal of adjacent agricultural preserves from agricultural or open-space  
19 use.

20 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
21 hereby finds that the proposed reactivation of a quarry on approximately 25 acres of land out of the  
22 545 acre agricultural preserve, under Contract Number 73-19, approximately five percent (5%) of  
23 the total acreage, will not significantly impair the underlying contractual commitment to preserve  
24 prime agricultural land or non-prime land for open-space is approved with the following findings and  
25 conditions of approval, consistent with San Benito County Code section 19.01.023(H) and (I) and  
26 Government Code section 51238.2:

- 27 1. Conditions will be required for, or incorporated into the use that mitigate or avoid onsite and  
28 offsite impacts so as to make the use consistent with the principles set forth in County Code  
section 19.01.023(F) to the greatest extent possible while maintaining the purpose of the use;
2. The productive capability of the subject land has been considered as well as the extent to  
which the use may displace or impair agricultural operations;
3. The use is consistent with the purposes of article II (Agricultural Preserves) of the San Benito  
County Code, to preserve agricultural and open space land and the use and conservation of  
natural resources, on the subject agricultural preserve or on other surrounding agricultural  
preserves and the use of mineral resources shall comply with section 19.01.023(I); and
4. The use does not include a residential subdivision.

1 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
2 hereby approves the requested compatible use of land in an agricultural preserve, under Contract  
3 Number 73-19, based on its findings and determinations and conditions of approval set forth above,  
4 and supported by substantial evidence in the record, and the Agricultural Preserve Advisory  
5 Committee's recommendation.



1 PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN  
2 BENITO THIS 21<sup>st</sup> DAY OF FEBRUARY, 2017 BY THE FOLLOWING VOTE:

3 Ayes: Supervisor(s):  
4 Noes: Supervisor(s):  
5 Absent: Supervisor(s):  
6 Abstain: Supervisor(s)

7 By: \_\_\_\_\_  
Jaime De La Cruz, Chair

8 **ATTEST:**  
Chase Graves, Clerk of the Board

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

9 By: \_\_\_\_\_

10 By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

11 Date: \_\_\_\_\_

12 Date: Feb. 14, 2017

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1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 A RESOLUTION OF THE SAN BENITO COUNTY BOARD ) Resolution No. 2017-\_\_\_\_\_  
3 OF SUPERVISORS APPROVING A COMPATIBLE USE )  
4 REQUEST ON AN AGRICULTURAL PRESERVE UNDER )  
5 CONTRACT NUMBER 89-08 (MCFADDEN) FOR A )  
6 DWELLING UNIT )

7 **WHEREAS**, Counties are authorized to establish agricultural preserves and to establish local  
8 procedures for creating, altering and terminating agricultural preserves, under the California Land  
9 Conservation Act (Cal. Government Code section 51200 et seq.); and

10 **WHEREAS**, the Board of Supervisors of the County of San Benito adopted an ordinance  
11 implementing the California Land Conservation Act in the County of San Benito, now codified in the  
12 San Benito County Code, title 19, chapter 19.01, article II, commencing with section 19.01.020; and

13 **WHEREAS**, certain compatible uses may be allowed on agricultural preserves, if Counties make  
14 findings set forth in Government Code section 51238.1 and San Benito County Code section  
15 19.01.023(F)(1); and

16 **WHEREAS**, County Code section 19.01.023 specifies categories of compatible uses allowed on  
17 agricultural preserves and required findings associated with compatible use requests, consistent with  
18 the requirements of Government Code sections 51238.1; and

19 **WHEREAS**, County Code section 19.01.023(C) prohibits the placement of structures on agricultural  
20 preserves, except for one dwelling unit and additional structures necessary for the operation of the  
21 agricultural preserve and related directly to an agricultural or compatible use; and

22 **WHEREAS**, Government Code section 51238.1(a) and County Code section 19.01.023(F) require  
23 that compatible uses be consistent with the following principles of compatibility:

- 24 1. The use will not significantly compromise the long-term productive agricultural capability  
25 of the subject agricultural preserve or on other surrounding agricultural preserves;
- 26 2. The use will not significantly displace or impair current or reasonably foreseeable  
27 agricultural operations on the subject agricultural preserve or on other surrounding  
28 agricultural preserves[,] [although] [u]ses that significantly displace agricultural  
operations on a portion of the subject agricultural preserve may be deemed compatible if  
they relate directly to the production of commercial agricultural products on the  
remaining portion of the agricultural preserve or on neighboring lands, including  
activities such as harvesting, processing or shipping;
3. The use will not result in the significant removal of adjacent agricultural preserves from  
agricultural or open-space use; and

**WHEREAS**, the owners of one (1) Assessor's Parcel comprising 49 acres of land under agricultural  
preserve, Contract Number 89-08, requested a compatible use determination to allow the  
installation of a dwelling unit for a family member who will be a caretaker who will help work the  
land, in addition to an existing dwelling unit, on approximately one-half (1/2) acre of land; and

1 **WHEREAS**, the Agricultural Preserve Advisory Committee considered the compatible use request,  
2 found it to meet the criteria of San Benito County Code section 19.01.023(C) and (F), and  
3 Government Code section 51238.1, and recommends that the Board of Supervisors approve the  
compatible use request; and

4 **WHEREAS**, the Board of Supervisors held a duly noticed public hearing to consider the revised  
5 compatible use request; and

6 **WHEREAS**, at the public hearing, the Board of Supervisors heard and received all oral and written  
7 testimony and evidence that was made, presented, or filed, and all persons present at the hearing  
8 were given ample opportunity to hear and be heard with respect to any matter related to the revised  
compatible use request; and

9 **WHEREAS**, at the conclusion of public testimony, the Board closed the public hearing, deliberated  
and considered the merits of the revised compatible use request.

10 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San  
11 Benito that it hereby finds that the proposed installation of an additional dwelling unit for a family  
12 member who will be a caretaker who will help work the land, in addition to an existing dwelling  
13 unit, on approximately one-half (1/2) acre of land out of the 49 acre agricultural preserve, under  
14 Contract Number 89-08, approximately one percent (1%) of the total acreage, is a compatible use  
15 under Government Code section 51238.1(a), and the County's implementing ordinance, San Benito  
County Code section 19.01.023(C), and it will be incidental and not detrimental to the agricultural  
uses of the land within the agricultural preserve; and

16 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
17 hereby finds that the proposed installation of an additional dwelling unit for a family member who  
18 will be a caretaker who will help work the land, in addition to an existing dwelling unit, on  
19 approximately one-half (1/2) acre of land out of the 49 acre agricultural preserve, under Contract  
20 Number 89-08, approximately one percent (1%) of the total acreage, satisfies the following criteria  
of compatibility set forth in Government Code section 51238.1(a) and San Benito County Code  
section 19.01.023(F):

- 21 1. The installation of an additional dwelling unit for a family member who will be a  
22 caretaker who will help work the land, in addition to an existing dwelling unit, on  
23 approximately one-half (1/2) acre of land out of the 49 acre agricultural preserve, under  
Contract Number 89-08, approximately one percent (1%) of the total acreage, will not  
24 significantly compromise the long-term productive agricultural capability of the subject  
25 agricultural preserve or on other surrounding agricultural preserves;
- 26 2. The installation of an additional dwelling unit for a family member who will be a  
27 caretaker who will help work the land, in addition to an existing dwelling unit, on  
28 approximately one-half (1/2) acre of land out of the 49 acre agricultural preserve, under  
Contract Number 89-08, approximately one percent (1%) of the total acreage, will not  
significantly displace or impair current or reasonably foreseeable agricultural operations  
on the subject agricultural preserve or on other surrounding agricultural preserves; and
3. The installation of an additional dwelling unit for a family member who will be a  
caretaker who will help work the land, in addition to an existing dwelling unit, on  
approximately one-half (1/2) acre of land out of the 49 acre agricultural preserve, under

1 Contract Number 89-08, approximately one percent (1%) of the total acreage will not  
2 result in the removal of adjacent agricultural preserves from agricultural or open-space  
3 use.

4 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
5 hereby approves the requested compatible use of land in an agricultural preserve, under Contract  
6 Number 89-08, based on its findings and determinations, and supported by substantial evidence in  
7 the record, and the Agricultural Preserve Advisory Committee's recommendation.

8 **PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN**  
9 **BENITO THIS 21<sup>st</sup> DAY OF FEBRUARY, 2017 BY THE FOLLOWING VOTE:**

10 Ayes: Supervisor(s):  
11 Noes: Supervisor(s):  
12 Absent: Supervisor(s):  
13 Abstain: Supervisor(s)

14 By: \_\_\_\_\_  
15 Jaime De La Cruz, Chair

16 **ATTEST:**  
17 Chase Graves, Clerk of the Board

18 **APPROVED AS TO LEGAL FORM:**  
19 San Benito County Counsel's Office

20 By: \_\_\_\_\_  
21 Date: \_\_\_\_\_

22 By: Shirley L. Murphy  
23 Shirley L. Murphy, Deputy County Counsel  
24 Date: Feb. 14, 2017

1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 A RESOLUTION OF THE SAN BENITO COUNTY ) Resolution No. 2017-\_\_\_\_\_  
3 BOARD OF SUPERVISORS APPROVING THE )  
4 DIVISION OF ONE AGRICULTURAL PRESERVE )  
5 UNDER CONTRACT NUMBER 69-001 (APPEL) )

6 **WHEREAS**, Counties are authorized to establish agricultural preserves and to establish local  
7 procedures for creating, altering and terminating agricultural preserves, under the California Land  
8 Conservation Act (Cal. Government Code section 51200 et seq.); and

9 **WHEREAS**, the Board of Supervisors of the County of San Benito adopted an ordinance  
10 implementing the California Land Conservation Act in the County of San Benito, now codified in the  
11 San Benito County Code, title 19, chapter 19.01, article II, commencing with section 19.01.020; and

12 **WHEREAS**, County Code section 19.01.021(B) sets forth the procedural requirements for the Board  
13 of Supervisors' consideration of requests for division of existing agricultural preserves; and

14 **WHEREAS**, County Code section 19.01.021(B)(2) requires the Board of Supervisors to make a  
15 finding that the newly created agricultural preserves will each meet the minimum acreage and income  
16 generation requirements following division, before the Board may approve a division request; and

17 **WHEREAS**, the minimum acreage requirements are 10 acres of orchards, vineyard or irrigated  
18 vegetable and field crops, 40 acres of irrigated pasture or dry-land farmed land, or 160 acres of  
19 grazing land, or an approved combination of acreage in more than one of these categories, pursuant to  
20 County Code section 19.01.021(D)(1)(a); and

21 **WHEREAS**, the minimum income generation requirements are \$3,500 annual gross income from the  
22 sale of agricultural commodities, produced for three (3) out of every immediately preceding five (5)  
23 consecutive year period, absent an act of God, such as an extended drought, which prevents the  
24 achievement of this standard, pursuant to County Code section 19.01.021(D)(1)(b); and

25 **WHEREAS**, the owners of two (2) Assessor's Parcels (027-140-026 and 027-140-021), comprising  
26 approximately 573+ acres of land under agricultural preserve Contract Number 69-001, currently  
27 operated as grazing land, requested a division of the existing preserve into two (2) new preserves, to  
28 be comprised of approximately 331+ acres of grazing land, and 242+ acres of grazing land  
respectively, and reported annual gross incomes in excess of \$3,500 per year for each of the new  
preserves; and

**WHEREAS**, the Agricultural Preserve Advisory Committee considered the division request, found  
that each of the newly created agricultural preserves will continue to meet the minimum acreage and  
income generation requirements following division, pursuant to the criteria of San Benito County  
Code section 19.01.021(B)(2) & (D)(1), and recommends that the Board of Supervisors approve the  
division request; and

**WHEREAS**, the Board of Supervisors held a duly noticed public hearing to consider the division  
request; and

**WHEREAS**, at the public hearing, the Board of Supervisors heard and received all oral and written  
testimony and evidence that was made, presented, or filed, and all persons present at the hearing

1 were given ample opportunity to hear and be heard with respect to any matter related to the division  
2 request; and

3 **WHEREAS**, at the conclusion of public testimony, the Board closed the public hearing, deliberated  
4 and considered the merits of the division request.

5 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San  
6 Benito that it hereby finds that the proposed two (2) new preserves, to be comprised of  
7 approximately 331+ acres of grazing land, and 242+ acres of grazing land respectively, will  
8 continue to meet the minimum acreage and income generation requirements set forth in San Benito  
9 County Code section 19.01.021(B)(2) & (D)(1), because each new preserve will contain more than  
10 160 acres of grazing land, and each will generate gross income in excess of \$3,500 per year; and

11 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
12 hereby approves the division request, based on its findings and determinations, and supported by  
13 substantial evidence in the record and the Agricultural Preserve Advisory Committee's  
14 recommendation.

15 **PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN**  
16 **BENITO THIS 21<sup>st</sup> DAY OF FEBRUARY, 2017 BY THE FOLLOWING VOTE:**

17 Ayes: Supervisor(s):  
18 Noes: Supervisor(s):  
19 Absent: Supervisor(s):  
20 Abstain: Supervisor(s)

21 By: \_\_\_\_\_  
22 Jaime De La Cruz, Chair

23 **ATTEST:**  
24 Chase Graves, Clerk of the Board

25 **APPROVED AS TO LEGAL FORM:**  
26 San Benito County Counsel's Office

27 By: \_\_\_\_\_

28 By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

Date: \_\_\_\_\_

Date: Feb. 14, 2017

1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 A RESOLUTION OF THE SAN BENITO COUNTY ) Resolution No. 2017-\_\_\_\_\_  
3 BOARD OF SUPERVISORS APPROVING THE )  
4 DIVISION OF ONE AGRICULTURAL PRESERVE )  
5 UNDER CONTRACT NUMBER 13-05 (BAYLY- )  
6 WITTMAN) )

7 **WHEREAS**, Counties are authorized to establish agricultural preserves and to establish local  
8 procedures for creating, altering and terminating agricultural preserves, under the California Land  
9 Conservation Act (Cal. Government Code section 51200 et seq.); and

10 **WHEREAS**, the Board of Supervisors of the County of San Benito adopted an ordinance  
11 implementing the California Land Conservation Act in the County of San Benito, now codified in the  
12 San Benito County Code, title 19, chapter 19.01, article II, commencing with section 19.01.020; and

13 **WHEREAS**, County Code section 19.01.021(B) sets forth the procedural requirements for the Board  
14 of Supervisors' consideration of requests for division of existing agricultural preserves; and

15 **WHEREAS**, County Code section 19.01.021(B)(2) requires the Board of Supervisors to make a  
16 finding that the newly created agricultural preserves will each meet the minimum acreage and income  
17 generation requirements following division, before the Board may approve a division request; and

18 **WHEREAS**, the minimum acreage requirements are 10 acres of orchards, vineyard or irrigated  
19 vegetable and field crops, 40 acres of irrigated pasture or dry-land farmed land, or 160 acres of  
20 grazing land, or an approved combination of acreage in more than one of these categories, pursuant to  
21 County Code section 19.01.021(D)(1)(a); and

22 **WHEREAS**, the minimum income generation requirements are \$3,500 annual gross income from the  
23 sale of agricultural commodities, produced for three (3) out of every immediately preceding five (5)  
24 consecutive year period, absent an act of God, such as an extended drought, which prevents the  
25 achievement of this standard, pursuant to County Code section 19.01.021(D)(1)(b); and

26 **WHEREAS**, the owners of six (6) Assessor's Parcels (026-015-041, 026-015-042, 026-015-043,  
27 026-017-027, 026-017-028, and 026-017-029), comprising approximately 893+ acres of land under  
28 agricultural preserve Contract Number 13-05, currently operated as grazing land, requested a  
division of the existing preserve into two (2) new preserves, to be comprised of approximately  
413+ acres of grazing land, and 480+ acres of grazing land respectively, and reported annual gross  
incomes in excess of \$3,500 per year for each of the new preserves; and

**WHEREAS**, the Agricultural Preserve Advisory Committee considered the division request, found  
that each of the newly created agricultural preserves will continue to meet the minimum acreage and  
income generation requirements following division, pursuant to the criteria of San Benito County  
Code section 19.01.021(B)(2) & (D)(1), and recommends that the Board of Supervisors approve the  
division request; and

**WHEREAS**, the Board of Supervisors held a duly noticed public hearing to consider the division  
request; and

1 **WHEREAS**, at the public hearing, the Board of Supervisors heard and received all oral and written  
2 testimony and evidence that was made, presented, or filed, and all persons present at the hearing  
3 were given ample opportunity to hear and be heard with respect to any matter related to the division  
4 request; and

5 **WHEREAS**, at the conclusion of public testimony, the Board closed the public hearing, deliberated  
6 and considered the merits of the division request.

7 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San  
8 Benito that it hereby finds that the proposed two (2) new agricultural preserves, to be comprised of  
9 approximately 413+ acres of grazing land, and 480+ acres of grazing land respectively, will  
10 continue to meet the minimum acreage and income generation requirements set forth in San Benito  
11 County Code section 19.01.021(B)(2) & (D)(1), because each new preserve will contain more than  
12 160 acres of grazing land, and each will generate gross income in excess of \$3,500 per year; and

13 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
14 hereby approves the division request, based on its findings and determinations, and supported by  
15 substantial evidence in the record and the Agricultural Preserve Advisory Committee's  
16 recommendation.

17 **PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN**  
18 **BENITO THIS 21<sup>st</sup> DAY OF FEBRUARY, 2017 BY THE FOLLOWING VOTE:**

19 Ayes: Supervisor(s):  
20 Noes: Supervisor(s):  
21 Absent: Supervisor(s):  
22 Abstain: Supervisor(s)

23 By: \_\_\_\_\_  
24 Jaime De La Cruz, Chair

25 **ATTEST:**  
26 Chase Graves, Clerk of the Board

27 **APPROVED AS TO LEGAL FORM:**  
28 San Benito County Counsel's Office

By: \_\_\_\_\_

By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

Date: \_\_\_\_\_

Date: Feb. 14, 2017



1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 A RESOLUTION OF THE SAN BENITO COUNTY ) Resolution No. 2017-\_\_\_\_\_  
3 BOARD OF SUPERVISORS APPROVING THE )  
4 DIVISION OF TWO AGRICULTURAL PRESERVES )  
5 UNDER CONTRACT NUMBERS 68-100 AND 68-900 )  
6 (BLACKBURN) )

7 **WHEREAS**, Counties are authorized to establish agricultural preserves and to establish local  
8 procedures for creating, altering and terminating agricultural preserves, under the California Land  
9 Conservation Act (Cal. Government Code section 51200 et seq.); and

10 **WHEREAS**, the Board of Supervisors of the County of San Benito adopted an ordinance  
11 implementing the California Land Conservation Act in the County of San Benito, now codified in the  
12 San Benito County Code, title 19, chapter 19.01, article II, commencing with section 19.01.020; and

13 **WHEREAS**, County Code section 19.01.021(B) sets forth the procedural requirements for the Board  
14 of Supervisors' consideration of requests for division of existing agricultural preserves; and

15 **WHEREAS**, County Code section 19.01.021(B)(2) requires the Board of Supervisors to make a  
16 finding that the newly created agricultural preserves will each meet the minimum acreage and income  
17 generation requirements following division, before the Board may approve a division request; and

18 **WHEREAS**, the minimum acreage requirements are 10 acres of orchards, vineyard or irrigated  
19 vegetable and field crops, 40 acres of irrigated pasture or dry-land farmed land, or 160 acres of  
20 grazing land, or an approved combination of acreage in more than one of these categories, pursuant to  
21 County Code section 19.01.021(D)(1)(a); and

22 **WHEREAS**, the minimum income generation requirements are \$3,500 annual gross income from the  
23 sale of agricultural commodities, produced for three (3) out of every immediately preceding five (5)  
24 consecutive year period, absent an act of God, such as an extended drought, which prevents the  
25 achievement of this standard, pursuant to County Code section 19.01.021(D)(1)(b); and

26 **WHEREAS**, the owners of three (3) Assessor's Parcels (016-010-043, 016-010-044, and  
27 016-010-045), comprising approximately 746+ acres of land under agricultural preserve Contract  
28 Numbers 68-100 and 68-900, currently operated as vineyard, orchard, row crop and grazing land,  
requested a division of the existing two (2) preserves into three (3) new preserves, to be comprised  
of approximately 38.25+ acres of vineyard, 312.3+ acres of vineyard and grazing land, and  
396.8+ acres of vineyard, walnut orchard and row crop land, respectively, and reported annual gross  
incomes in excess of \$3,500 per year for each of the new preserves; and

**WHEREAS**, the Agricultural Preserve Advisory Committee considered the division request, found  
that each of the newly created agricultural preserves will continue to meet the minimum acreage and  
income generation requirements following division, pursuant to the criteria of San Benito County  
Code section 19.01.021(B)(2) & (D)(1), and recommends that the Board of Supervisors approve the  
division request; and

**WHEREAS**, the Board of Supervisors held a duly noticed public hearing to consider the division  
request; and

1 **WHEREAS**, at the public hearing, the Board of Supervisors heard and received all oral and written  
2 testimony and evidence that was made, presented, or filed, and all persons present at the hearing  
3 were given ample opportunity to hear and be heard with respect to any matter related to the division  
request; and

4 **WHEREAS**, at the conclusion of public testimony, the Board closed the public hearing, deliberated  
and considered the merits of the division request.

5 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San  
6 Benito that it hereby finds that the proposed three (3) new preserves, to be comprised of  
7 approximately 38.25+ acres of vineyard, 312.3+ acres of vineyard and grazing land, and  
8 396.8+ acres of vineyard, walnut orchard and row crop land, respectively, will continue to meet the  
9 minimum acreage and income generation requirements set forth in San Benito County Code section  
10 19.01.021(B)(2) & (D)(1), because each new preserve will contain either more than 10 acres of  
vineyard or row crop land, 40 acres of irrigated pasture or dry-land farmed land, 160 acres of grazing  
land, or an approved combination of acreage in more than one of these categories, and each will  
generate gross income in excess of \$3,500 per year; and

11 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
12 hereby approves the division request, based on its findings and determinations, and supported by  
13 substantial evidence in the record and the Agricultural Preserve Advisory Committee's  
recommendation.

14 **PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN**  
15 **BENITO THIS 21<sup>st</sup> DAY OF FEBRUARY, 2017 BY THE FOLLOWING VOTE:**

16 Ayes: Supervisor(s):  
17 Noes: Supervisor(s):  
18 Absent: Supervisor(s):  
Abstain: Supervisor(s)

19 By: \_\_\_\_\_  
20 Jaime De La Cruz, Chair

21 **ATTEST:**  
22 Chase Graves, Clerk of the Board

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

23 By: \_\_\_\_\_

24 By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

25 Date: \_\_\_\_\_

26 Date: Feb. 14, 2017

1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 A RESOLUTION OF THE SAN BENITO COUNTY ) Resolution No. 2017-\_\_\_\_\_  
3 BOARD OF SUPERVISORS APPROVING THE )  
4 DIVISION OF ONE AGRICULTURAL PRESERVE )  
UNDER CONTRACT NUMBER 75-918 (BLETZER) )

5 **WHEREAS**, Counties are authorized to establish agricultural preserves and to establish local  
6 procedures for creating, altering and terminating agricultural preserves, under the California Land  
Conservation Act (Cal. Government Code section 51200 et seq.); and

7 **WHEREAS**, the Board of Supervisors of the County of San Benito adopted an ordinance  
8 implementing the California Land Conservation Act in the County of San Benito, now codified in the  
San Benito County Code, title 19, chapter 19.01, article II, commencing with section 19.01.020; and

9 **WHEREAS**, County Code section 19.01.021(B) sets forth the procedural requirements for the Board  
10 of Supervisors' consideration of requests for division of existing agricultural preserves; and

11 **WHEREAS**, County Code section 19.01.021(B)(2) requires the Board of Supervisors to make a  
12 finding that the newly created agricultural preserves will each meet the minimum acreage and income  
generation requirements following division, before the Board may approve a division request; and

13 **WHEREAS**, the minimum acreage requirements are 10 acres of orchards, vineyard or irrigated  
14 vegetable and field crops, 40 acres of irrigated pasture or dry-land farmed land, or 160 acres of  
15 grazing land, or an approved combination of acreage in more than one of these categories, pursuant to  
County Code section 19.01.021(D)(1)(a); and

16 **WHEREAS**, the minimum income generation requirements are \$3,500 annual gross income from the  
17 sale of agricultural commodities, produced for three (3) out of every immediately preceding five (5)  
18 consecutive year period, absent an act of God, such as an extended drought, which prevents the  
achievement of this standard, pursuant to County Code section 19.01.021(D)(1)(b); and

19 **WHEREAS**, the owners of three (3) Assessor's Parcels (025-210-012, 025-210-037, and  
20 025-210-038), comprising approximately 335+ acres of land under agricultural preserve Contract  
21 Number 75-918, currently operated as orchard, dry-farming and grazing land, requested a division  
22 of the existing preserve into two (2) new preserves, to be comprised of approximately 165+ acres  
and 170+ acres respectively; and

23 **WHEREAS**, the proposed 165+ acre preserve shall be comprised of approximately 45 acres of dry-  
24 land farming and 120 acres of grazing land respectively, which combination of acreage exceeds the  
100% acreage requirement of 40 acres for dry-land farming, and the reported annual gross income  
25 is in excess of \$3,500 per year; and

26 **WHEREAS**, the proposed 170+ acre preserve shall be comprised of approximately 2.5 acres of  
27 olive orchard and 167.5 acres of grazing land respectively, which combination of acreage exceeds  
the 100% acreage requirement of 160 acres of grazing land, and the reported annual gross income is  
28 in excess of \$3,500 per year; and

**WHEREAS**, the Agricultural Preserve Advisory Committee considered the division request, found  
that each of the newly created agricultural preserves will continue to meet the minimum acreage and

1 income generation requirements following division, pursuant to the criteria of San Benito County  
2 Code section 19.01.021(B)(2) & (D)(1), and recommends that the Board of Supervisors approve the  
division request; and

3 **WHEREAS**, the Board of Supervisors held a duly noticed public hearing to consider the division  
4 request; and

5 **WHEREAS**, at the public hearing, the Board of Supervisors heard and received all oral and written  
6 testimony and evidence that was made, presented, or filed, and all persons present at the hearing  
7 were given ample opportunity to hear and be heard with respect to any matter related to the division  
request; and

8 **WHEREAS**, at the conclusion of public testimony, the Board closed the public hearing, deliberated  
and considered the merits of the division request.

9  
10 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San  
Benito that it hereby finds that the proposed two (2) new agricultural preserves, to be comprised of  
11 approximately 165 acres and 170 acres of respectively, will continue to meet the minimum acreage  
and income generation requirements set forth in San Benito County Code section 19.01.021(B)(2)  
12 & (D)(1), because each new preserve will contain either more than 40 acres of dry-land farming  
land or 160 acres of grazing land, and each will generate gross income in excess of \$3,500 per year;  
13 and

14 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
15 hereby approves the division request, based on its findings and determinations, and supported by  
substantial evidence in the record and the Agricultural Preserve Advisory Committee's  
16 recommendation.

17 **PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN**  
18 **BENITO THIS 21<sup>st</sup> DAY OF FEBRUARY, 2017 BY THE FOLLOWING VOTE:**

19 Ayes: Supervisor(s):  
20 Noes: Supervisor(s):  
21 Absent: Supervisor(s):  
22 Abstain: Supervisor(s)

22 By: \_\_\_\_\_  
Jaime De La Cruz, Chair

24 **ATTEST:**  
Chase Graves, Clerk of the Board

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

26 By: \_\_\_\_\_

26 By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

27 Date: \_\_\_\_\_

27 Date: Feb. 14, 2017

1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 A RESOLUTION OF THE SAN BENITO COUNTY ) Resolution No. 2017-\_\_\_\_\_  
3 BOARD OF SUPERVISORS APPROVING THE )  
4 DIVISION OF ONE AGRICULTURAL PRESERVE )  
UNDER CONTRACT NUMBER 10-17 (ENZ-BOWLUS) )

5 **WHEREAS**, Counties are authorized to establish agricultural preserves and to establish local  
6 procedures for creating, altering and terminating agricultural preserves, under the California Land  
Conservation Act (Cal. Government Code section 51200 et seq.); and

7 **WHEREAS**, the Board of Supervisors of the County of San Benito adopted an ordinance  
8 implementing the California Land Conservation Act in the County of San Benito, now codified in the  
San Benito County Code, title 19, chapter 19.01, article II, commencing with section 19.01.020; and

9 **WHEREAS**, County Code section 19.01.021(B) sets forth the procedural requirements for the Board  
10 of Supervisors' consideration of requests for division of existing agricultural preserves; and

11 **WHEREAS**, County Code section 19.01.021(B)(2) requires the Board of Supervisors to make a  
12 finding that the newly created agricultural preserves will each meet the minimum acreage and income  
generation requirements following division, before the Board may approve a division request; and

13 **WHEREAS**, the minimum acreage requirements are 10 acres of orchards, vineyard or irrigated  
14 vegetable and field crops, 40 acres of irrigated pasture or dry-land farmed land, or 160 acres of  
15 grazing land, or an approved combination of acreage in more than one of these categories, pursuant to  
County Code section 19.01.021(D)(1)(a); and

16 **WHEREAS**, the minimum income generation requirements are \$3,500 annual gross income from the  
17 sale of agricultural commodities, produced for three (3) out of every immediately preceding five (5)  
18 consecutive year period, absent an act of God, such as an extended drought, which prevents the  
achievement of this standard, pursuant to County Code section 19.01.021(D)(1)(b); and

19 **WHEREAS**, the owners of three (3) Assessor's Parcels (026-009-030, 026-009-031, and  
20 026-009-032), comprising approximately 120+ acres of land under agricultural preserve Contract  
21 Number 10-17, currently operated as vineyard, orchard and grazing land, requested a division of the  
22 existing preserve into two (2) new preserves, to be comprised of approximately 80+ acres and  
40+ acres, respectively; and

23 **WHEREAS**, the proposed 80+ acre preserve shall be comprised of approximately four (4) acres of  
24 vineyard, nine and one-half (9.5) acres of dry-land farming and 66.5 acres of grazing land  
25 respectively, which combination of acreage exceeds the 100% acreage requirement by four percent  
(4%) and the reported annual gross income is in excess of \$3,500 per year; and

26 **WHEREAS**, the proposed 40+ acre preserve shall be comprised of approximately 11 acres of  
27 newly planted olive orchard and 29 acres of grazing land respectively, which combination of  
28 acreage exceeds the 100% acreage requirement by 17 percent (17%) and the reported annual gross  
income is in excess of \$3,500 per year; and

**WHEREAS**, the Agricultural Preserve Advisory Committee considered the division request, found  
that each of the newly created agricultural preserves will continue to meet the minimum acreage and

1 income generation requirements following division, pursuant to the criteria of San Benito County  
2 Code section 19.01.021(B)(2) & (D)(1), and recommends that the Board of Supervisors approve the  
3 division request; and

4 **WHEREAS**, the Board of Supervisors held a duly noticed public hearing to consider the division  
5 request; and

6 **WHEREAS**, at the public hearing, the Board of Supervisors heard and received all oral and written  
7 testimony and evidence that was made, presented, or filed, and all persons present at the hearing  
8 were given ample opportunity to hear and be heard with respect to any matter related to the division  
9 request; and

10 **WHEREAS**, at the conclusion of public testimony, the Board closed the public hearing, deliberated  
11 and considered the merits of the division request.

12 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San  
13 Benito that it hereby finds that the proposed two (2) new agricultural preserves, to be comprised of  
14 approximately 80+ acres and 40+ acres, respectively, will continue to meet the minimum acreage  
15 and income generation requirements set forth in San Benito County Code section 19.01.021(B)(2)  
16 & (D)(1), because each new preserve will contain an approved combination of land as set forth in  
17 section 19.01.021(D)(1)(a), and each will generate gross income in excess of \$3,500 per year; and

18 **BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
19 hereby approves the division request, based on its findings and determinations, and supported by  
20 substantial evidence in the record and the Agricultural Preserve Advisory Committee's  
21 recommendation.

22 **PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN  
23 BENITO THIS 21<sup>st</sup> DAY OF FEBRUARY, 2017 BY THE FOLLOWING VOTE:**

24 Ayes: Supervisor(s):  
25 Noes: Supervisor(s):  
26 Absent: Supervisor(s):  
27 Abstain: Supervisor(s)

28 By: \_\_\_\_\_  
Jaime De La Cruz, Chair

**ATTEST:**  
Chase Graves, Clerk of the Board

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

By: \_\_\_\_\_

By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

Date: \_\_\_\_\_

Date: Feb 14, 2017



1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 A RESOLUTION OF THE SAN BENITO COUNTY ) Resolution No. 2017-\_\_\_\_\_  
3 BOARD OF SUPERVISORS APPROVING THE )  
4 DIVISION OF ONE AGRICULTURAL PRESERVE )  
5 UNDER CONTRACT NUMBER 78-14 (SWANK) )

6 **WHEREAS**, Counties are authorized to establish agricultural preserves and to establish local  
7 procedures for creating, altering and terminating agricultural preserves, under the California Land  
8 Conservation Act (Cal. Government Code section 51200 et seq.); and

9 **WHEREAS**, the Board of Supervisors of the County of San Benito adopted an ordinance  
10 implementing the California Land Conservation Act in the County of San Benito, now codified in the  
11 San Benito County Code, title 19, chapter 19.01, article II, commencing with section 19.01.020; and

12 **WHEREAS**, County Code section 19.01.021(B) sets forth the procedural requirements for the Board  
13 of Supervisors' consideration of requests for division of existing agricultural preserves; and

14 **WHEREAS**, County Code section 19.01.021(B)(2) requires the Board of Supervisors to make a  
15 finding that the newly created agricultural preserves will each meet the minimum acreage and income  
16 generation requirements following division, before the Board may approve a division request; and

17 **WHEREAS**, the minimum acreage requirements are 10 acres of orchards, vineyard or irrigated  
18 vegetable and field crops, 40 acres of irrigated pasture or dry-land farmed land, or 160 acres of  
19 grazing land, or an approved combination of acreage in more than one of these categories, pursuant to  
20 County Code section 19.01.021(D)(1)(a); and

21 **WHEREAS**, the minimum income generation requirements are \$3,500 annual gross income from the  
22 sale of agricultural commodities, produced for three (3) out of every immediately preceding five (5)  
23 consecutive year period, absent an act of God, such as an extended drought, which prevents the  
24 achievement of this standard, pursuant to County Code section 19.01.021(D)(1)(b); and

25 **WHEREAS**, the owners of one (1) Assessor's Parcel (016-140-012), comprising approximately  
26 56.9 acres of land under agricultural preserve Contract Number 78-14, currently operated as row  
27 crop land, requested a division of the existing preserve into two (2) new preserves while adjusting  
28 the boundary line of APN 016-140-010, with the new preserves to be comprised of approximately  
12.5 acres of row crop land and 44.4 acres of row crop land respectively, and reported annual gross  
incomes in excess of \$3,500 per year for each of the new preserves; and

**WHEREAS**, lot line adjustments must comply with the requirements of Government Code section  
51257, which requires that the following seven (7) conditions be met:

- 1) The new contract or contracts would enforceably restrict the adjusted boundaries of the parcel for an initial term for at least as long as the unexpired term of the rescinded contract, but for not less than ten (10) years;
- 2) There is no net decrease in the amount of the acreage restricted...;
- 3) At least 90 percent (90%) of the land under the former contract or contracts remains under the new contract or contracts;

- 1 4) After the lot line adjustment, the parcels of land subject to contract will be large enough to  
2 sustain their agricultural use...;
- 3 5) The lot line adjustment would not compromise the long-term agricultural productivity of the  
4 parcel or other agricultural lands subject to a contract or contracts;
- 5 6) The lot line adjustment is not likely to result in the removal of adjacent land from  
6 agricultural use; and
- 7 7) The lot line adjustment does not result in a greater number of developable parcels than  
8 existed prior to the adjustment, or an adjusted lot that is inconsistent with the general plan.

9 **WHEREAS**, the owners seek to adjust the boundary line of APN 016-140-010 because it intersects  
10 part of an existing structure, and the adjustment will resolve that issue, while retaining the same  
11 acreage after the adjustment; and

12 **WHEREAS**, the Agricultural Preserve Advisory Committee considered the division request, found  
13 that each of the newly created agricultural preserves will continue to meet the minimum acreage and  
14 income generation requirements following division, pursuant to the criteria of San Benito County  
15 Code section 19.01.021(B)(2) & (D)(1), that the boundary adjustment would meet all of the criteria  
16 of Government Code section 51257, and recommends that the Board of Supervisors approve the  
17 division request; and

18 **WHEREAS**, the Board of Supervisors held a duly noticed public hearing to consider the division  
19 request; and

20 **WHEREAS**, at the public hearing, the Board of Supervisors heard and received all oral and written  
21 testimony and evidence that was made, presented, or filed, and all persons present at the hearing  
22 were given ample opportunity to hear and be heard with respect to any matter related to the division  
23 request; and

24 **WHEREAS**, at the conclusion of public testimony, the Board closed the public hearing, deliberated  
25 and considered the merits of the division request.

26 **NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San  
27 Benito that it hereby finds that the proposed two (2) new agricultural preserves, to be comprised of  
28 approximately 12.5 acres of row crop land and 44.4 acres of row crop land respectively, will  
continue to meet the minimum acreage and income generation requirements set forth in San Benito  
County Code section 19.01.021(B)(2) & (D)(1), because each new preserve will contain more than  
10 acres of row crop land, and each will generate gross income in excess of \$3,500 per year; and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
further finds that the proposed boundary adjustment would meet all of the criteria of Government  
Code section 51257; and

**BE IT FURTHER RESOLVED** by the Board of Supervisors of the County of San Benito that it  
hereby approves the division request, based on its findings and determinations, and supported by  
substantial evidence in the record and the Agricultural Preserve Advisory Committee's  
recommendation.



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PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO THIS 21<sup>st</sup> DAY OF FEBRUARY, 2017 BY THE FOLLOWING VOTE:

Ayes: Supervisor(s):  
Noes: Supervisor(s):  
Absent: Supervisor(s):  
Abstain: Supervisor(s)

By: \_\_\_\_\_  
Jaime De La Cruz, Chair

**ATTEST:**  
Chase Graves, Clerk of the Board

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

By: \_\_\_\_\_

By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

Date: \_\_\_\_\_

Date: Feb. 14, 2017



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 2.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: R. Espinosa**

**AGENDA ITEM PREPARER: Barbara Thompson**

**SBC DEPT FILE NUMBER: 119**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Approve Authorization to Receive Customer Information allowing PG&E information to be released to OpTerra for analysis of potential cost saving measures/improvements.

SBC FILE NUMBER: 119

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The attached release of information would allow PG&E data to be released to OpTerra for analysis of potential energy/cost saving improvements. Any substantial project would require future Board of Supervisors' approval.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Approve Authorization to Receive Customer Information allowing PG&E information to be released to OpTerra for analysis of potential cost saving measures/improvements.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Authorization Form	2/12/2017	Standard Contract



Pacific Gas and Electric Company

AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

THIS IS A LEGALLY BINDING CONTRACT, PLEASE READ CAREFULLY (Please Print or Type)

I, Ray Espinosa County Administrative Officer NAME TITLE (IF APPLICABLE)

of County of San Benito (Customer) have the following mailing address NAME OF CUSTOMER OF RECORD

481 4th Street, Hollister, CA 95023

, and do hereby appoint

Mailing address fields for OpTerra Energy Services and 4020 Moorpark Avenue, Suite 100, San Jose, CA 95117

To act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

- 1. See account list attached
2.
3.

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED - This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

- 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility.
2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
a. Verification of rate, date of rate change, and related information;
b. Contracts and Service Agreements;
c. Previous or proposed issuance of adjustments/credits; or
d. Other previously issued or unresolved/disputed billing adjustments.
3. Request investigation of my utility bill(s).
4. Request special metering, and the right to access interval usage and other metering data on my account(s).
5. Request rate analysis.
6. Request rate changes.
7. Request and receive verification of balances on my account(s) and discontinuance notices.

The Utility will provide standard customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.



AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS<sup>2</sup> (initial one box only):

<sup>2</sup>If no time period is specified, authorization will be limited to a one-time authorization

One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).

One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.

Authorization is given for the period commencing with the date of execution until \_\_\_\_\_ (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

Hard copy via US Mail (if applicable).

Facsimile at this telephone number: \_\_\_\_\_

Electronic format via electronic mail (if applicable) to this e-mail address: tcihla@opterraenergy.com

I (Customer), Ray Espinosa (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. [This form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).]

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE  
Executed this \_\_\_\_\_ day of \_\_\_\_\_  
MONTH YEAR

831-636-4000  
\_\_\_\_\_  
TELEPHONE NUMBER  
at Hollister, CA  
CITY AND STATE WHERE EXECUTED

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

\_\_\_\_\_  
AGENT SIGNATURE  
OpTerra Energy Services  
\_\_\_\_\_  
COMPANY

415-796-0917  
\_\_\_\_\_  
TELEPHONE NUMBER

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
MONTH YEAR



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 3.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: Ray Espinosa**

**AGENDA ITEM PREPARER: Louie Valdez**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Request for approval of Supplemental Statement of Work presented by Avocette Technologies Professional Services in the amount of \$21,735.00 to complete the deployment of the Accela Civic Platform Best Practice Template at the Resource Management Agency - Planning Division.

SBC FILE NUMBER: 119

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

Staff is requesting that the Board approved the attached work plan to complete the final implementation and configuration of outstanding items not included in the original integration of the Accela Civic Platform Best Practice Template at the Resource Management Agency Planning Division.

This straight Time and Materials request includes a total of 161 hours of work at an hourly rate of \$135.00 per hour. The additional work will include:

- Configuration of 65 Fee Updates (22 hours allocated).
- Configuration of 7 Fee Automations (21 hours allocated).
- Interface for the New World Financial System (48 hours allocated).
- Admin and End-User Training via Webex (40 hours allocated).
- Project Management (30 hours allocated).

The project timeline for completion of the work is twelve (12) weeks.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

\$21,735

**STAFF RECOMMENDATION:**

Approve Supplemental Statement of Work presented by Avocette Technologies Professional Services in the amount of \$21,735.00 and authorize Chair to sign Supplemental Statement of work.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Contract with Supplemental Avocette Statement of Work	2/15/2017	Contract
San Benito County Original Acella Purchase Order	2/13/2017	Backup Material
Completed Original SBC SOW	2/13/2017	Backup Material

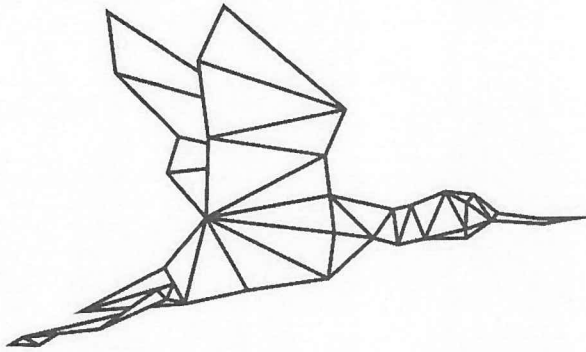
# Avocette

TECHNOLOGY TOGETHER

## SAN BENITO COUNTY

Supplemental Statement of Work

Date: February 10<sup>th</sup>, 2017



### Response contact:

---

Name: Gerard McMahon  
Title: Business Development Lead  
Company: Avocette Technologies  
Address: #202 Sixth Street  
New Westminster, BC V3L 3C2

V: 604-395-6000 ext.241  
C: 604-505-3380  
E: gerard.mcmahon@avocette.com

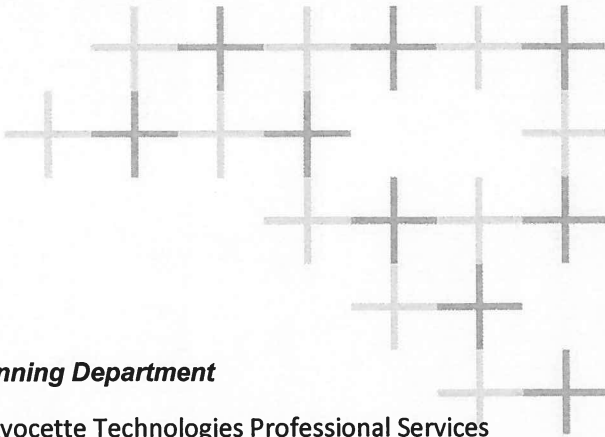
### Prepared for:

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Name: Louie Valdez  
Title: Management Analyst III  
Company: San Benito County  
Address: 481 Fourth Street  
Hollister, CA 95023

V: 831-636-4000 ext.18  
F: 831-636-4010  
E: lvaldez@cosb.us





**Attn: San Benito County - Administrative Services & Planning Department**

Please find enclosed Supplemental Statement of Work for Avocette Technologies Professional Services

The quotation is related to the final implementation and configuration of outstanding items not included in the integration of Accela Civic Platform Best Practice Template. We are eager to assist you in bringing this project to completion in a timely manner.

As of February 10<sup>th</sup>, 2017 the initial install of Accela Civic Platform is 75% to completion with significant gaps in agency self-directed online training (40% of modules completed) fee configuration setup (20% completed) and Citizen Access Portal configuration updates (20% completed). I am confident with renewed focus on the project and dedication of your agency resources we can be fully deployed within 120 days (by the end of June) from submission of this quote.

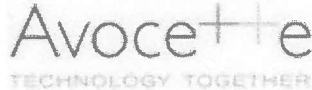
We will execute the balance of the work on a straight Time & Materials basis at the preferred rate of \$135/per hour for the full range of our Professional Services (which represents a savings of \$15-\$75/per hour based on the resources/discipline required for a given task) The scope of this quotation pertains to the implementation of outstanding Fee Updates (65) and the Fee Updates that require Automation (7) as well as, configuration of an interface with the County's Finance & Admin software (New World).

Additionally, completion of the final phase(s) of the implementation will require a dedicated Avocette Project Manager for oversight and coordination of resources. Lastly, I have incorporated 4 days of Avocette Instructor-Led Webex Training for Administrators and End-Users of the system to ensure Knowledge Transfer and Adoption of the platform to empower your staff while fully leveraging the technology to drive overall efficiency and citizen engagement.

I appreciate your consideration, and look forward to working with the County towards successful deployment of the Accela Civic Platform.

Sincerely,

**Gerard McMahon**  
Business Development Lead  
+ office 604.395.6000 ext.241  
+ mobile 604.505-3380





## Deliverable 1: Implementation of 65 Additional Fees & 7 Fee Updates with Automation

Avocette will configure sixty five (65) total outstanding fee items that were not inclusive of the Best Practice Templates during initial phase of implementation. Avocette will configure all fee items using the inherent fee formulas in the Civic Platform. Advanced fee item setup of seven (7) updates with automation of fee calculation using the advanced scripting.

In terms of specific output, the following will be executed for this deliverable:

### Avocette Responsibilities:

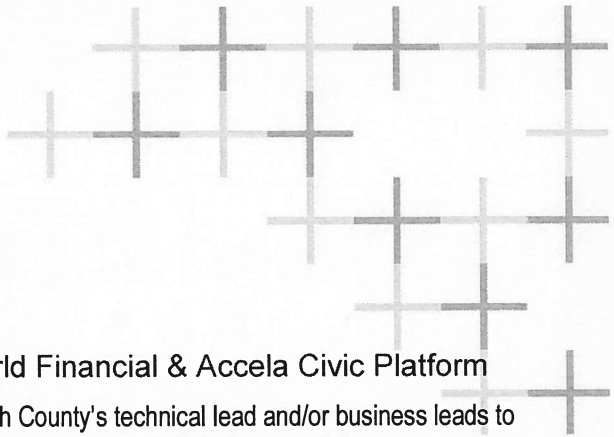
- Provide timely and appropriate responses to Agency's request for information.
- Configure sixty five (65) new fee items, using Agency unique fee descriptions
- Automation of seven (7) fee updates with associated fee formulas & calculations
- Verify the new fee items configured in environment, based on Agency feedback.

### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents.
- Agency staff must provide a list of the new fee items (up to 65 items) to Avocette, which include fee description, the fee value amount, should the fee item be automatically invoiced or assessed, which record type(s) the fee item is associated to, and will the fee item be displayed in Citizen Access based on Avocette and San Benito's agreed upon project plan timeline
- Agency staff must review and test all fee items configuration and provide feedback to Avocette based on the agreed upon project plan timeline
  - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*

### Acceptance Criteria:

- Confirmation of configured fee items by logging into Civic Platform with valid credentials.



## Deliverable 2: Interface Configuration of New World Financial & Accela Civic Platform

For this interface, the Avocette technical lead will work together with County's technical lead and/or business leads to document functional requirements and technical specifications to draft an Interface Specifications Document.

Interface development begins upon written approval of the specifications. It is expected that this interface will use a batch engine that extracts data from the Accela Platform and creates a flat file for consumption by the New World system. The importation of the flat file into New World will be the responsibility of the agency. No custom or third party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology.

San Benito's responsibilities include obtaining permission for level/type of integration from appropriate application owners (including on premises or cloud/hosted, etc.). The County will also ensure Avocette resources have access to a Development or Test version of the 3<sup>rd</sup> party system for interface development and unit testing if required. The interface will be developed against 1 (one), agreed upon version of the 3<sup>rd</sup> party system. Avocette will conduct Analysis and Development for the system to be interfaced with Accela within the scope of this implementation.

### 2.1 Interface Analysis

In order to determine the County requirements for the New World interface, an analysis session will be conducted as a part of this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by Avocette in building the interface code. The implementation of the interface is dependent on the assistance of the County's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system.

In terms of specific output, the following will be executed for this deliverable:

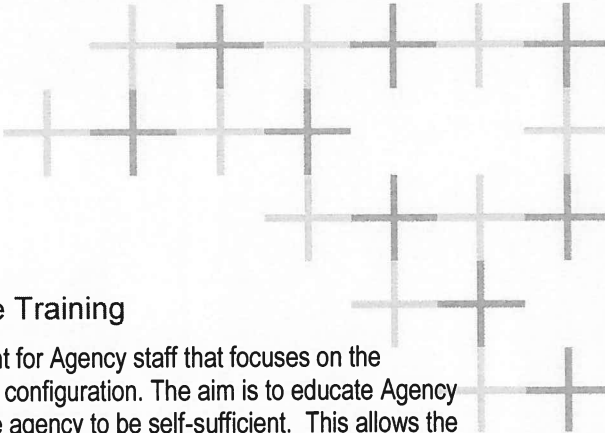
- Interface Specification Document(s)
- Data extract batch job and associated flat file based on the agency approved specification

#### Avocette Responsibilities:

- Provide timely and appropriate responses to the San Benito's request for information
- Conduct Interface Analysis sessions
- Work with the County staff to develop interface specifications document
- Create and unit test the batch job and file creation

#### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's request for information
- Provide system and access to individuals to provide required details of system interface
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.



**Deliverable 3: Civic Platform Webex Administrative Training**

Avocette will provide instructor lead training via WebEx engagement for Agency staff that focuses on the administration, maintenance and augmentation of its Civic Platform configuration. The aim is to educate Agency resources on aspects of the Civic Platform in an effort to enable the agency to be self-sufficient. This allows the Agency to best react to changing requirements and ongoing maintenance, which can allow the Agency to be reactive and significantly reduce system maintenance costs over time.

*Note: If the Agency would like additional onsite training, the Avocette team can scope the level of effort as a separate deliverable item and may result in a Change Order request.*

In terms of specific output, the following will be executed for this deliverable:

- Access to Accela Success Community online training content
- Instructor lead Civic Platform Administrative Training via WebEx engagement

Avocette Responsibilities:

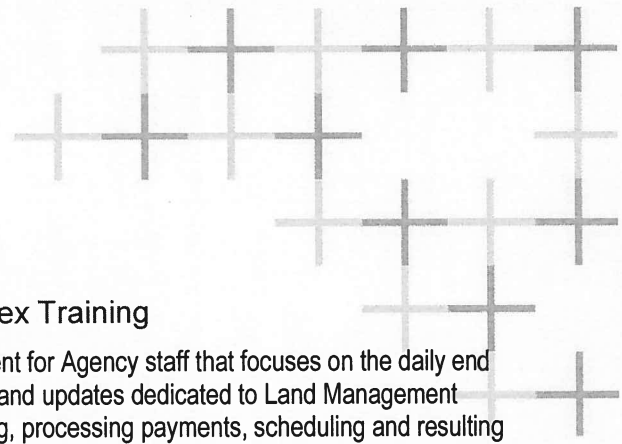
- Provide timely and appropriate responses to Agency's request for information.
- Provide Agency the Accela Success Community website, provide instruction on how to register and login, along with how to search for and find the online training content.
- Coordinate with Agency and schedule the appropriate day/time to deliver the Civic Platform Administrative Training
- Provide Agency the WebEx engagement information for the Civic Platform Administrative training
- Conduct 2 days of instructor led WebEx Administrative training

Agency Responsibilities:

- Provide timely and appropriate responses to Avocette requests for information.
- Provide the Accela Success Community website to the staff users who will require the online training content.
- Ensure that users are proficient in using PC's as a prerequisite before accessing the online training content.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.
- Ensure that users have appropriate hardware/software for successfully viewing online video content.
- Ensure that users have successfully completed the recommended online course content prior to the instructor led session..
- Schedule appropriate Agency staff participants and meeting locations for training activities.

Acceptance Criteria:

- Access Accela Success Community online training
- Deliver the Civic Platform Administrative Training



## Deliverable 4: Civic Platform Daily End User Webex Training

Avocette will provide instructor lead training via WebEx engagement for Agency staff that focuses on the daily end user activities, such as basic software navigation, record creation and updates dedicated to Land Management (Permitting/Code Enforcement) workflow progression, fee invoicing, processing payments, scheduling and resulting inspections.

Additionally, Avocette will provide instructor lead training via Webex dedicated to Licensing processes and workflow. The aim is to educate the County's team on how to successfully process a record (permit, license or work order). Avocette will focus the training on what the Agency normally does operationally, the services that take up the majority of the Agency staff time. Avocette will work with the Agency to identify 2-4 record types that will be covered in trainings.

*Note: If the Agency would like additional onsite training, the Avocette team can scope the level of effort as a separate deliverable item and may result in a Change Order request.*

In terms of specific output, the following will be executed for this deliverable:

- Access to Accela Success Community online training content
- 2 days of Instructor lead Civic Platform Land Management Daily End User Training via WebEx engagement
- Avocette will focus training content on the 2 – 4 record processes selected.

### Avocette Responsibilities:

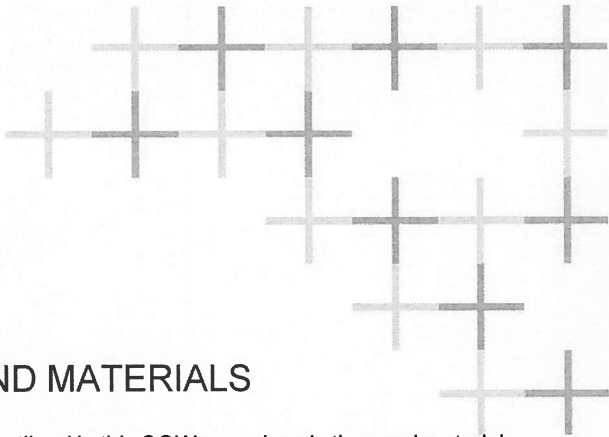
- Provide timely and appropriate responses to Agency's requests for information.
- Provide Agency the Accela Success Community website, provide instruction on how to register and login, along with how to search for and find the online training content.
- Coordinate with Agency and schedule the appropriate day/time to deliver the Civic Platform Daily End User Training content outlined in the provided agenda.
- Provide Civic Platform Daily End User Training Agenda training content and focus on the 2 – 4 record mutually agreed upon.
- Provide Agency the WebEx engagement information for the Civic Platform Daily End User training.

### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette requests for information.
- Provide the Accela Success Community website to the staff users who will require the online training content.
- Identify and provide specific Agency procedural details on 2 – 4 record processes in which Avocette will teach for the instructor lead training session.
- Ensure that users have appropriate hardware/software for successfully viewing online video content.
- Ensure that users are successfully reading and completing the recommended online course content throughout project implementation.
- Schedule appropriate Agency staff participants and meeting locations for training activities.

### Acceptance Criteria:

- Access Accela Success Community online training
- Deliver the Civic Platform Daily End User Training



## COST SCHEDULE – HOURLY TIME AND MATERIALS

Avocette will perform the Services below based on the deliverables outlined in this SOW on an hourly time and materials basis (\$135 per hour). Based on the description of the services we are providing a budget/planning estimate for the County as detailed below.

Avocette will invoice the customer every 30 days after the signing of the SOW, based on time and materials executed and accepted by San Benito County. Invoices are due net 30 of the invoice date.

Cost Schedule	Price
Configuration of 65 Fee Updates (22 Hours Allocated)	
Configuration of 7 Fee Automations (21 Hours Allocated)	
Interface of New World Financial (48 Hours Allocated)	
Admin & End-User Training via Webex (40 Hours)	
Project Management (30 Hours Allocated)	
<b>TOTAL QUOTED HOURS: 161 @ \$135/PER HOUR</b>	<b>\$21,735.00</b>

### CHANGE TO AGREED TO SCOPE

The estimate above is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Should there be changes to the scope, timeline or resources that increases the estimated hours needed to complete the project, a Change Order may be issued to document the increase in scope or costs. Avocette will endeavor not to exceed the total estimate and will provide regular project budget reports to the County.

### CHANGE TO AGREED TO SCOPE

The estimate above is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Should there be changes to the scope, timeline or resources that increases the estimated hours needed to complete the project, a Change Order may be issued to document the increase in scope or costs. Avocette will endeavor not to exceed the total estimate and will provide regular project budget reports to the County.

**Services Description**

**Purpose**

The purpose of this document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise San Benito County's requested implementation resources detailed herein. Avocette will provide professional services to fulfill the County's technical criteria.

**PROJECT TIMELINE**

The term of this project is 12 Weeks

Upon execution of this SOW, the parties will collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the assigned resources will work with the Agency to collaboratively define a high level, baseline project schedule. Avocette will use the baseline project schedule to plan and schedule resource availability in order to complete the defined scope.

Given the fact that project schedules are working documents that change over the course of the project, Avocette will work closely with Agency to update, monitor, agree, and communicate any modifications. Changes to the baseline project schedule may result in a change in resource availability.

**PROJECT MANAGEMENT**

A dedicated project manager will be assigned by Avocette to provide oversight, expedite delivery, and coordinate resources to complete the project in the most efficient/effective means possible. The Project Manager will interact with Agency & Avocette personnel on a weekly basis (approximately 2.5hrs/per week) for the 12 week duration of the work outlined in this SOW upto 30 hours.

**Acceptance:**

Accepted By:

Accepted By:

**Avocette Technologies**

**San Benito County**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name - Type or Print

\_\_\_\_\_  
Name - Type or Print

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Title

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Title

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Date

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL**

*Shirley J. Murphy* 2/15/17  
**DEPUTY COUNTY COUNSEL      DATE**



Bill To:

**Carahsoft Technology Corp**

1860 Michael Faraday Dr.

Reston, VA 20190

USA

**PURCHASE ORDER**

<b>Date</b> 6-May-16	<b>Page</b> 1
<b>Purchase Order Number</b> <b>1622133-02</b>	

FEIN: 52-2189693

**Vendor:**

Avocette Technologies  
300-485 Massachusetts Ave  
Cambridge, MA 02139

**Ship to:** San Benito County  
Attn: Linda McElroy  
3224 Soutside Rd.  
Hollister, CA 95023

THIS ORDER IS FOR RESALE ONLY AND NOT SUBJECT TO STATE SALES TAX

<b>PO Number</b> 1622133-02	<b>Vendor Number</b> ADO001	<b>Terms</b> Net 30	<b>Ship Via</b> Ground	<b>Carahsoft Contact</b> Nicole Bitters 703-871-8610	<b>Reference #</b> 1622133-02
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Item Number	Description	Qty	Unit Price	Ext Price
CON-PM	Project Manager (Per Hour) AA System Setup	2	\$138.00	\$276.00
CON-PM	Project Manager (Per Hour) Setup of Land Management best practice configurations	2	\$138.00	\$276.00
CON-CE	Consulting Engineer (Per Hour) Setup of Agency Staff User Accounts	2	\$147.20	\$294.40
CON-CE	Consulting Engineer (Per Hour) Workflow and Inspection Distinct Updates	16	\$147.20	\$2,355.20
CON-CE	Consulting Engineer (Per Hour) Fee Schedule Configuration	50	\$147.20	\$7,360.00
CON-CE	Consulting Engineer (Per Hour) New Service Record Types	50	\$147.20	\$7,360.00
CON-CE	Consulting Engineer (Per Hour) New Agency Defined Data Fields	10	\$147.20	\$1,472.00
CON-CE	Consulting Engineer (Per Hour) User Group Permission Distinct Updates	10	\$147.20	\$1,472.00
CON-CE	Consulting Engineer (Per Hour) New User Group Permission with Distinct Updates	10	\$147.20	\$1,472.00
CON-CE	Consulting Engineer (Per Hour) Citizen Access Configuration	10	\$147.20	\$1,472.00
CON-CE	Consulting Engineer (Per Hour) Property Data Upload	10	\$0.00	\$0.00
CON-CE	Consulting Engineer (Per Hour) Licensed Professional Data Upload	20	\$147.20	\$2,944.00
CON-CE	Consulting Engineer (Per Hour) Express Historical Data Conversion	35	\$147.20	\$5,152.00
CON-CE	Consulting Engineer (Per Hour) ESRI Map integration setup	6	\$147.20	\$883.20
CON-CE	Consulting Engineer (Per Hour) Citizen Access Configuration	16	\$147.20	\$2,355.20
CON-PM	Project Manager (Per Hour) Online & Webex Training COMMENTS: Government Agency: San Benito County Avocette Rep: Stewart Jack	24	\$138.00	\$3,312.00

**END USER INFO:**

Linda McElroy  
831-207-6004  
[Lmcelroy@cosb.us](mailto:Lmcelroy@cosb.us)

**Total purchase order**

**\$38,456.00**



**Authorized Signature**



# Statement of Work

Prepared for:

San Benito County, CA

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## DOCUMENT CONTROL

Date	Author	Ver sion	Change Reference
March 18, 2016	Gerard McMahon	3.0	

## OVERVIEW

This proposed implementation by Avocette of the Accela products is designed specifically to meet the requirements and budget of San Benito County (Agency). Avocette is proposing to utilize the Accela Best Practice Template Configuration Implementation Methodology, to promote a successful project that will meet the Agency's objectives. The following Statement of Work will detail how Avocette will implement the software, including the major milestones and deliverables that will ensure your success.

Avocette is committed to providing a superior solution and deployment of the Civic Platform, for the current and future needs of San Benito County. Avocette will work with Agency staff to optimize Accela's portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy the Civic Platform software in the Civic Cloud and meet its functionality, timing and cost requirements. This Statement of Work ("SOW") sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Avocette to San Benito County.

## SERVICES DESCRIPTION

### PURPOSE

The purpose of this document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise the implementation of the Civic Platform for the Agency, specifically Citizen Access and Civic Platform. Avocette will provide professional services for implementation of the scope and products detailed in the Work Description section detailed henceforth.

### PROJECT TIMELINE

The term of this project is expected to be 12 weeks.

Upon execution of this SOW, the parties will collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the assigned resources will work with the Agency to collaboratively define a high level, baseline project schedule. Avocette will use the baseline project schedule to plan and schedule resource availability in order to complete the defined scope.

Given the fact that project schedules are working documents that change over the course of the project, Avocette will work closely with Agency to update, monitor, agree, and communicate any modifications. Changes to the baseline project schedule may result in a change in resource availability.

### PROJECT MANAGEMENT

A dedicated project manager will not be assigned for this project. The expectation is that the Agency will manage the project timeline and work with the assigned staff should the timeline require any changes to ensure resource availability.

### CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored and managed by the stakeholders. These factors are critical in setting expectations between the Agency and Avocette, identifying and monitoring project risks, and promoting strong project communication.

## Statement of Work

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- **Knowledge Transfer** – While we cannot guarantee specific expertise for Agency staff as a result of participating in the project, Avocette will make all reasonable efforts to transfer knowledge to the Agency. It is critical that Agency personnel work with Avocette in order to schedule all work in the best manner to facilitate knowledge transfer and resource availability.
- **Dedicated Agency Participation** – We fully understand that Agency staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the implementation project. However, it is critical that the Agency acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the Project Plan. Avocette will communicate insufficient participation of Agency and Avocette resources to the project sponsor with real and potential impacts to the project timeline.
- **Delivery of Needed Information and Documentation**- In order to guarantee success and meet the timelines and costs described it will be essential that the Agency provide required documentation and information as requested by the delivery staff in timely manner. The expected information required is described in detail in each of the delivery sections. Failure to provide the required information can result in an extension of the project timeline and/or an increase in the scope/cost of the proposed solution.
- **Implementation Methodology** – We offer a successful, proven, implementation methodology which is crucial to the project success. Accela's Civic Platform and customer base is a niche market and as such our implementation methodology may differ from other consulting firms and software packages. It is imperative to project success that the Agency is willing to adhere/adopt to the Methodology and tasks described in this Statement of Work.

### PROJECT ASSUMPTIONS

- Agency and Avocette will review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Changes or additions to scope, requested by the Agency may require a Change Order to reimburse Avocette for the additional costs associated with the change.
- Agency will be delivered a monthly summary of expenditures during the term of this project.
- Agency will provide work space for the Delivery Team for work completed on Agency premises if onsite work is needed. We anticipate no more than 1 staff member onsite at any given time.
- Avocette will implement the known features and functions that exist in the current Civic Platform version deployed in the Civic Cloud at the time of the contract signing. Should a new version of the Civic Platform become available during the project implementation, the Agency can request the enhanced features, but it may require a Change Order to reimburse Avocette for the additional cost associated with the change or Agency can implement the enhancement after project go-live.
- Agency will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities.
- Agency is responsible for proper desktop hardware/software/network preparation in accordance with Accela specifications.
- Agency will commit to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in this SOW. The importance of Agency staff participation is imperative to the successful, and timely, implementation of the project deliverables.

### WORK DESCRIPTION

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Agency. In support of the implementation effort as described above, Avocette will provide the following detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

#### DELIVERABLE 1: CIVIC PLATFORM SETUP

Upon Contract signing, Avocette will work with Accela to setup an environment in the Civic Cloud and load the Best Practice Templates for land management, which includes permits and inspections, code enforcement, and planning and zoning into the configuration. Additionally, the environment will be licensed according to the Agency sales order form and will be subject to Accela's Subscription Terms and Conditions.

In terms of specific output, the following will be executed for this deliverable:

- URL's and login information for each environment

Specifically, Avocette works with Accela to perform the following tasks within the support environment:

- Demonstrate that the Civic Platform is operational by using the valid credentials to log into the Agency's computing environment.
- Setup the software licensing in the Accela cloud per the agreed to sales order form
- Install the Land Management Best Practices Template Configurations
- Setup Bing maps with geocoding and routing
- Setup the mobile applications gateway for use of field applications
- Setup the payment processing gateway for supported vendors. Currently, the Civic Platform inherently supports Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchants.
  - *If the Agency is working with another payment vendor, the Avocette team can scope the level of effort as a separate deliverable item.*

#### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Setup the Civic Platform in Accela's Civic Cloud.
- Provide desktop requirements documentation to Agency.
- Update the specific Accela ePayment SDK with the Agency provided merchant account attributes and deliver completed Accela ePayment SDK to Accela IT.
- Demonstrate how to login/logout and view the loaded Best Practice Templates

#### Agency Responsibilities:

- Provide timely and appropriate responses to requests for information by Accela.
- Arrange for the availability of appropriate Agency staff to assist with inquires and activities related to system installation, setup, testing, and quality assurance throughout the setup process.
- Agency staff is responsible to work with the supported payment vendor (Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchant) to collect the necessary information for the payment processing gateway. For example, the staff will need to provide Avocette information such as the Product ID, Convenient Fee values, the Payment gateway URLs and other vital information to successfully implement the payment processing gateway.
- Agency staff must provide supported payment vendor information based on Avocette and San Benito County agreed upon project plan timeline.
- Schedule appropriate Agency staff participants and meeting locations for activities.

## Statement of Work

### Acceptance Criteria:

- Confirmation of ability to log into the Civic Platform using the valid credentials

### DELIVERABLE 2: SELF DIRECTED ONLINE TRAINING REQUIREMENTS














The platform includes access to a large library of agency staff administrator and agency end user training materials in Accela's Success Community system, available online and self-paced. Each agency staff user can request login credentials and gain access to the entire library of training materials which include video tutorials, how-to documents and administrator user guides.

Avocette has defined a self-paced, self directed online training program for the San Benito County Accela project team to complete before the project commences. The training program ensures the San Benito County team has the foundational understanding of the Accela software and all of its components.

The program includes:

- 1) Interactive eLessons where participants are prompted for responses or asked to complete exercises inside the learning module
- 2) Video tutorials
- 3) Course Guides (PDF)

Content is organized such that clients can easily navigate through the modules. The following is a sample outline for the Getting Started course:

Subject	Topic	eLesson	Video	Course Guide
<b>Getting Started</b>	<u>Getting Started</u>			
	<u>Logging In and Out</u>			
	<u>Setting Preferences</u>			
	<u>Navigating the User Interface</u>			
	<u>Global Searching</u>			
	<u>Searching for Records</u>			
	<u>Using the My Tasks Portlet</u>			
	<u>Glossary</u>			

It is estimated that each project team member will need to dedicate 40-60 hours over a 3-4 week period to complete the prescribed training, review the provided best practice data sheets and advise Avocette of the configuration changes needed for their system. Hours and duration are estimates only and may vary by Agency.

## Statement of Work

The online training content focuses on the administration, maintenance and augmentation of the Civic Platform configuration. Avocette has defined a self-paced / self-directed online training program for the San Benito County's Accela project team to complete before the project commences. The training program ensures your team has the foundational understanding of the Accela software and all of its components. The Agency staff is expected to read and review the online content to better prepare for the instructor lead virtual training.

### DELIVERABLE 3: SET UP OF BEST PRACTICE TEMPLATE CONFIGURATION

The Civic Platform subscription includes turn-key best practice configurations for Land Management. These solutions include all of the record types listed below and other items needed to conduct government business such as data items, inspections and workflow.

Avocette works with Accela resources to set up Best Practice Templates for permits, planning, licensing and code enforcement per the existing data sheets. The following is a list of permit, code enforcement and planning and zoning record types that are included:

#### Permitting and Inspections

Commercial Addition	Commercial Re-Roof	Residential Plumbing	Residential Pool-Spa
Commercial Alteration	Residential Addition	Residential Re-Roof	Temporary Sign
Commercial Demolition	Residential Alteration	Multi-Family Addition	Permanent Sign
Commercial New	Residential Demolition	Multi-Family Alteration	Grading
Commercial Electrical	Residential New	Multi-Family Demolition	Fence Permit
Commercial Mechanical	Residential Electrical	Multi-Family New	Solar Permit
Commercial Plumbing	Residential Mechanical	Commercial Pool-Spa	Street Cut
Right of Way			

#### Code Enforcement

Illegal Sign Violation	Abandoned Vehicle Violation	Working W/O Permit Violation	Home Occupation Violation
Animal Violation	Overgrown Weeds Violation	Garbage Service	Tree Violation
Graffiti Removal	Grading Violation	Junk on Property Violation	Sub-Standard Property Violation
Noise Nuisance	Illegal Occupancy Violation	Vacant Building Violation	Fence Violation

#### Planning and Zoning

Subdivision	Design Review	Pre-Application Meeting	Annexation
Preliminary Map	Variance	Appeal	General Plan Update
Final Map	Rezoning	Time Extension	Specific Plan
Planned Unit Development	Plan Amendment	Modification to Prior Approval	Zoning Text Amendment
Conditional Use	Home Occupation Permit	Confirmation Letter	Lot Line Adjustment
Revocable Permit	Site Plan – Major	Site Plan – Minor	Final Plat
Subdivision – Major	Subdivision - Minor	Preliminary Plat	

#### Code Enforcement

Illegal Sign Violation	Abandoned Vehicle Violation	Working W/O Permit Violation	Home Occupation Violation
Animal Violation	Overgrown Weeds Violation	Garbage Service	Tree Violation
Graffiti Removal	Grading Violation	Junk on Property Violation	Sub-Standard Property Violation
Noise Nuisance	Illegal Occupancy Violation	Vacant Building Violation	Fence Violation



## Statement of Work

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Specifically Avocette resources will:

- Log into the Agency environment to ensure the best practice configuration is successfully loaded and provide user credentials to Agency, in case Agency staff would like to view loaded configuration
- Provide the Agency with the Best Practice Template Datasheet documents
- Turn off/disable the record types the Agency identifies from the provided datasheets that will not be used during the project implementation, both for Civic Platform and/or for Citizen Access.
- Turn off/disable the data fields the Agency identifies from the provided datasheets that will not be used during the project implementation, both for Civic Platform and/or for Citizen Access

In terms of specific output, the following will be executed for this deliverable:

### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Verify the record types and data fields disabled in environment, based on Agency feedback.

### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Best Practice Template Datasheet documents. Agency staff must review the datasheet documents and indicate which record types and data fields the project team will disable/turnoff.
- Agency staff must provide record type and data field feedback based on Avocette and San Benito County agreed upon project plan timeline.
- Schedule appropriate Agency staff participants and meeting locations for activities.

### Acceptance Criteria:

- Confirmation of turned off/disabled record types and data fields by logging into Civic Platform with valid credentials.

## **DELIVERABLE 4: SET UP OF AGENCY USERS**

Avocette will setup Agency staff users based on the number of software licenses purchased. Avocette will deliver and discuss the Roles and Functions Matrix document, and the Agency will indicate which user group role each staff is to be assigned. For example, if Agency purchases 10 Land Management Solution licenses, Avocette will setup 10 named staff user login accounts.

In terms of specific output, the following will be executed for this deliverable:

### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Deliver and discuss the Roles and Functions Matrix document
- Create named staff user login accounts and deliver account credentials to Agency

### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information.
- Arrange for the availability of appropriate Agency staff to provide a list of Agency user accounts and indicate which user group role the user is to be assigned.
- Agency staff must review the Roles and Functions Matrix with Avocette resource

## Statement of Work

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- Agency staff must provide list of user accounts and indicate user group role feedback based on Avocette and San Benito County agreed upon project plan timeline
- Schedule appropriate Agency staff participants and meeting locations for activities.

### Acceptance Criteria:

Confirmation of staff user accounts are created by logging into Civic Platform with valid credentials.

## **DELIVERABLE 5: WORKFLOW PROCESS AND INSPECTION GROUP DISTINCT UPDATES**

Avocette will provide up to **forty (40)** distinct updates to the existing workflow processes and up to **forty (40)** distinct updates to the existing inspection groups configured in the deployed Best Practice Templates. Using the Accela Best Practice Template Datasheets, the Agency will indicate which Workflow Process and/or Inspection Groups to update. Distinct workflow process updates include renaming, adding or removing a workflow task or workflow task status result. Distinct inspection group updates include renaming, adding or removing inspection types, inspection status results, checklist items or checklist status results. Each edit, update or removal of a workflow task, workflow status result, inspection type, inspection status result, checklist item or checklist status result is considered a distinct single action change.

In terms of specific output, the following will be executed for this deliverable:

### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Provide the Agency with the Best Practice Template Datasheet documents
- Update the workflow processes and/or inspection groups in the environment, based on the Agency feedback.
- Verify the updated workflow process and/or inspection groups in environment, based on Agency feedback.

### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information.
- Staff participants have successfully read and completed the recommended online course content
- Arrange for the availability of appropriate Agency staff to read through the Best Practice Template Datasheet documents.
- Agency staff must provide a list of distinct workflow process and inspection group updates based on Avocette and San Benito County agreed upon project plan timeline
- Agency staff must review and test all workflow processes and inspection groups configuration and provide feedback to Avocette based on the agreed upon project plan timeline
  - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Schedule appropriate Agency staff participants and meeting locations for activities.

### Acceptance Criteria:

- Confirmation of distinct workflow process and inspection group updates by logging into Civic Platform with valid credentials.

## **DELIVERABLE 6: FEE SCHEDULE CONFIGURATION**

The Agency can request up to **eighty (80)** new fee items configured during the project implementation. Avocette will configured unique fee items based on the inherent fee formulas in the Civic Platform, which include flat fees, fees based on a specific range and using fee indicators. Examples include fee calculations based on the number of

## Statement of Work

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employees for a restaurant or a square footage fee for a building. Advanced fee item setup, such as automating a fee calculation using the advanced script engine logic is an additional cost and Avocette team can scope the level of effort as a separate deliverable item and may result into a Change Order.

In terms of specific output, the following will be executed for this deliverable:

### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Provide the Agency with the Best Practice Template Datasheet documents
- Configure up to 80 new fee items using Agency unique fee descriptions and the inherent Constant fee formula in the Civic Platform, based on Agency feedback
- Verify the new fee items configured in environment, based on Agency feedback.

### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Best Practice Template Datasheet documents.
- Agency staff must provide a list of the new fee items (up to 80 items) to San Benito County, which include fee description, the fee value amount, should the fee item be automatically invoiced or assessed, which record type(s) the fee item is associated to, and will the fee item be displayed in Citizen Access based on Avocette and San Benito County agreed upon project plan timeline
- Agency staff must review and test all fee items configuration and provide feedback to Avocette based on the agreed upon project plan timeline
  - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities.

### Acceptance Criteria:

- Confirmation of configured fee items by logging into Civic Platform with valid credentials.

## **DELIVERABLE 7: NEW SERVICE RECORD TYPE CONFIGURATION**

Avocette will configure up to **ten (10)** new service record types, not already represented in the Accela Best Practice Templates, such as Elevator Permit or Deck Permit. Avocette will use the existing, preconfigured record components, like workflow process, inspection groups, record status result, fee schedule, document status.

*Note: If Agency requires a new service record type created from scratch, the Avocette team can scope the level of effort as a separate deliverable item and may result in a Change Order request.*

In terms of specific output, the following will be executed for this deliverable:

### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Provide the Agency with the Accela Best Practice Template Datasheet documents
- Configure up to ten (10) new service record types using existing, preconfigured record components, such as workflow process, inspection group, record status result, fee schedule, based on Agency feedback
- Verify the new service record types configured in environment, based on Agency feedback.

## Statement of Work

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### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents.
- Agency staff must provide a list of the new service record types (up to 10) to Avocette, which include record type levels, record name and the applicable record components, like fee schedule, inspection group, workflow process, record ID sequence, available in Citizen Access, document code, record status result, etc., based on Avocette 's and San Benito County's agreed upon project plan timeline
- Agency staff must review and test all service record type configuration and provide feedback to Avocette based on the agreed upon project plan timeline
  - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities.

### Acceptance Criteria:

- Confirmation of configured service record types by logging into Civic Platform with valid credentials.

### **DELIVERABLE 8: NEW AGENCY DEFINED DATA FIELDS CONFIGURATION**

The Agency can request up to **thirty (30)** new agency defined data fields configured and associate the data elements to specific record types to ensure information is tracked according to the Agency business process and municipal reports, such as Elevator ID or Roof Color. Avocette will configure each new agency defined data field using one of nine (9) data types: text, date, y/n radio button, number, dropdown list, comment text area, time, money or checkbox.

In terms of specific output, the following will be executed for this deliverable:

### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Provide the Agency with the Best Practice Template Datasheet documents
- Configure up to thirty (30) new agency defined data fields and associate the data elements to the specific record types, based on Agency feedback
- Verify the new agency defined data fields configured in environment, based on Agency feedback.

### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Best Practice Template Datasheet documents.
- Agency staff must provide a list of the new agency defined data fields (up to 30) to Avocette, which include data field label, data field type, flagged as required, available in Citizen Access, indicate which service record type to associate to, etc., based on Avocette and San Benito County agreed upon project plan timeline
- Agency staff must review and test all agency defined data fields configuration and provide feedback to Avocette based on the agreed upon project plan timeline.
  - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content.
- Schedule appropriate Agency staff participants and meeting locations for activities.

## Statement of Work

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### Acceptance Criteria:

- Confirmation of configured agency data fields by logging into Civic Platform with valid credentials.

### **DELIVERABLE 9: EXISTING USER GROUP PERMISSION DISTINCT UPDATES**

Avocette will provide up to **ten (10)** distinct updates to the existing user group permissions configured in the deployed Best Practice Templates. Using the Roles and Functions Matrix document, the Agency will indicate which permissions need to be updated for the user group role. For example, if the Agency wants the inspector role to collect fees and payments, this will be an update to allow additional access to the current role defined. Each permission update, add or removal of access for a defined user role is considered a distinct single action change.

In terms of specific output, the following will be executed for this deliverable:

### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Deliver and discuss the Roles and Functions Matrix document
- Configure up to ten (10) distinct updates to the existing user group permissions, based on Agency feedback
- Verify the updated user group permissions configured in environment, based on Agency feedback.

### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Roles and Functions Matrix document.
- Agency staff must provide a list of the user group permission updates (up to 10) to Avocette, which include function name and identified role based on Avocette and San Benito County agreed upon project plan timeline
- Agency staff must review user group configuration and provide feedback to Avocette based on the agreed upon project plan timeline
  - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities.

### Acceptance Criteria:

- Confirmation of configured user group permissions by logging into Civic Platform with valid credentials.

### **DELIVERABLE 10: NEW USER GROUP PERMISSION WITH DISTINCT UPDATE CONFIGURATION**

The Agency can request up to **five (5)** new user group permissions created, by copying or cloning an existing, defined user group deployed from the Best Practice Template with up to **three (3)** distinct updates per new user group permission created, such as add or removal of access for the defined user role. The newly defined user group can be associated to a named staff user account login. For example, if the Agency would like to define a new user role, such as cashier or supervisor, the Avocette will copy/clone an existing user group and create a new role with permission updates if needed. Each permission update, add or removal of access for a defined user role is considered a distinct single action change.

In terms of specific output, the following will be executed for this deliverable:

## Statement of Work

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### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Deliver and discuss the Roles and Functions Matrix document
- Configure up to **five (5)** new user group permissions by copying/cloning existing user groups deployed from Best Practice Template with up to **three (3)** distinct updates per new user group role created, based on Agency feedback
- Verify the new user group permissions configured in environment, based on Agency feedback.

### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information.
- Arrange for the availability of appropriate Agency staff to read through the Roles and Functions Matrix document.
- Agency staff must provide a list of the new user group permissions (up to 5) and the permission updates (up to 3) to Avocette, which include name of new user group role, which user group to copy, the function names to update based on Avocette and San Benito County agreed upon project plan timeline
- Agency staff must review user group permission configuration and provide feedback to Avocette based on the agreed upon project plan timeline
  - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities.

### Acceptance Criteria:

- Confirmation of configured user group permissions by logging into Civic Platform with valid credentials.

## **DELIVERABLE 11: CITIZEN ACCESS CONFIGURATION**

This deliverable includes setup and configuration of the Agency municipal website branding, the online payment processing gateway for the supported payment vendors (Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchant for Citizen Access, and up to **ten (10)** distinct updates to the citizen portal pages to make the pages more in line with the Agency processes per the best practice configurations. Distinct updates to the citizen portal pages include, adding a pageflow component, like attachments to an existing defined pageflow setup, updating the section instructional text with agency language, including descriptive help instructions for specific agency defined data fields, or updating the online disclaimer text. Each update to the citizen portals and sections are considered a single action change.

*Note: If the Agency is working with another payment vendor, the Avocette team can scope the level of effort as a separate deliverable item and may result in a Change Order request.*

In terms of specific output, the following will be executed for this deliverable:

### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Setup Citizen Access branding by loading two (2) banner files provided by the Agency
- Setup supported payment gateway with merchant account information
- Setup the payment processing gateway for supported vendors. Currently, the Civic Platform inherently supports Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchants.
- Configure up to ten (10) distinct updates to the citizen portal pages, based on Agency feedback

## Statement of Work

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- Verify the loaded citizen access branding, citizen portal pages and sections updated and payment acceptance in environment, based on Agency feedback.

### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information.
- Provide website branding files, which include the top and side banner
- Arrange for the availability of appropriate Agency staff to review the branding on Citizen Access
- Agency staff is responsible to work with the supported payment vendor (Official Payments, PayFlow Pro 4.3 (PayPal) and Virtual Merchant) to collect the necessary information for the payment processing gateway. For example, the staff will need to provide the Avocette information such as the Product ID, Convenient Fee values, the Payment gateway URLs and other vital information to successfully implement the payment processing gateway.
- Agency staff must provide web branding, a list of distinct updates (up to 10) and supported payment vendor information based on Avocette and San Benito County agreed upon project plan timeline.
- Agency staff must review and test all Citizen Access configuration and provide feedback to Avocette based on the agreed upon project plan timeline
  - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities.

### Acceptance Criteria:

- Demonstration of the operational Citizen Access functionality such as login/logout, the updated citizen portal pages and sections, and payment acceptance

## DELIVERABLE 12: PROPERTY DATA UPLOAD

Avocette will provide an initial, one-time load of the Agency reference property data set. This means, that upon go live and when the data is provided by the agency, staff will have an initial reference property data set loaded in the system ready for use, with updates to that data handled by Agency staff using Accela screens. When changes occur regarding property, such as ownership changes or a new set of addresses are added to the agency, staff would manually enter those changes directly within the solution. The Agency must provide the valid property data set in the acceptable pipe delimited text file format. The conversion effort will occur a maximum of **three (3)** times.

### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Convert the provided acceptable pipe delimited text file format into Civic Platform, maximum of up to 3 times.
- Provide and explain the Accela APO Conversion Guide document

### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information.
- Arrange for the availability of appropriate Agency staff to review the Accela APO Conversion Guide document
- Provide property data in acceptable pipe delimited text file format
- Agency staff must review property data conversion and provide feedback to Avocette based on the agreed upon project plan timeline
  - *Staff have a total of two (2) times to review and make the necessary changes/updates to the converted property data. The third property data conversion will be the final conversion effort before the go-live promotion to the production environment.*

## Statement of Work

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- Schedule appropriate Agency staff participants and meeting locations for activities.

### Acceptance Criteria:

- Successfully search for and retrieve loaded Address Parcel and Owner information by logging into the Civic Platform with valid credentials

### DELIVERABLE 13: LICENSED PROFESSIONAL DATA UPLOAD

Avocette will provide an initial, one-time load of the Agency reference licensed professional data set. This means, that upon go live and when the data is provided by the agency, staff will have an initial reference licensed professional data set loaded in the system ready for use, with updates to that data handled by Agency staff using Accela screens. When changes occur regarding licensed professional information, such as name changes or a new address, staff would manually enter those changes directly within the solution. The Agency must provide the valid licensed professional data set in the acceptable pipe delimited text file format. The conversion effort will occur a maximum of **three (3)** times.

#### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Convert the provided acceptable pipe delimited text file format into Civic Platform, maximum of up to 3 times.
- Provide and explain the Accela Licensed Professional Conversion Guide document

#### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information.
- Arrange for the availability of appropriate Agency staff to review the Accela Licensed Professional Conversion Guide document
- Provide property data in acceptable pipe delimited text file format
- Agency staff must review property data conversion and provide feedback to Avocette based on the agreed upon project plan timeline
  - *Staff have a total of two (2) times to review and make the necessary changes/updates to the converted licensed professional data. The third licensed professional data conversion will be the final conversion effort before the go-live promotion to the production environment.*
- Schedule appropriate Agency staff participants and meeting locations for activities.

### Acceptance Criteria:

- Successfully search for and retrieve loaded Licensed Professional information by logging into the Civic Platform with valid credentials

### DELIVERABLE 14: EXPRESS HISTORICAL DATA CONVERSION

Avocette will provide an initial, one-time load of the Agency historical, legacy transaction record types, such as completed permits, completed applications or closed violation incidents. The Avocette will provide and explain the Express Historical Data Conversion Document which details the data conversion process, the required data source format of pipe delimited text file format, and resulting data properties. The conversion effort will occur a maximum of **three (3)** times.

In terms of specific output, the following will be executed for this deliverable:



## Statement of Work

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- Historic completed permits are to be converted into a single record in the Civic Platform called "Historic". A single historic record can be available per module implemented, with the following data populated when provided:
  - Base record information such as permit number, work description, date opened, date closed
  - Record based data items
  - Transactional property and people, including Addresses, Parcels, Owners, Licensed Professionals, and Contacts
  - Inspection History
  - Total invoiced, total paid, and balance

All other historic data is not converted, examples include reference people and property and relationships of those items to records, workflow and history, detailed fees and payment.

### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Convert the provided acceptable pipe delimited text file format into Civic Platform, maximum of up to 3 times.
- Provide and explain the Express Historical Data Conversion Document

### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette's requests for information.
- Arrange for the availability of appropriate Agency staff to review the Express Historical Data Conversion document
- Provide historical data in acceptable pipe delimited text file format
- In process permits are to be entered manually into Civic Platform or finished in current system before cut off of last conversion effort. Only completed and/or closed service records will be converted.
- Agency staff must review and test historical transaction conversion and provide feedback to Avocette based on the agreed upon project plan timeline
  - *Staff have a total of two (2) times to review and make the necessary changes/updates to the converted historical data. The third historical data conversion will be the final conversion effort before the go-live promotion to the production environment.*
- Schedule appropriate Agency staff participants and meeting locations for activities.

### Acceptance Criteria:

- Historical data has been converted to Civic Platform in a single record type according to the Express Historical Data Conversion Document.

## **DELIVERABLE 15: CIVIC PLATFORM DAILY END USER TRAINING**

Avocette will provide instructor lead training via WebEx engagement for Agency staff that focuses on the daily end user activities, such as basic software navigation, record creation and updates, workflow progression, fee invoicing, processing payments, scheduling and resulting inspections. The aim is to educate Agency resources on how to successfully process a record (permit, license or work order).

Avocette will focus the training on what the Agency normally does operationally, the services that take up the majority of the Agency staff time. Therefore, the Agency will select 2 – 4 record processes and Avocette will focus the training on the selected record types. The Agency staff can read and review the online content to better prepare for the instructor lead training. <https://accela.force.com/success/articles/Training/Training-Daily-User-Index?popup=true>

## Statement of Work

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*Note: If the Agency would like additional training, the Avocette team can scope the level of effort as a separate deliverable item and may result in a Change Order request.*

In terms of specific output, the following will be executed for this deliverable:

- Access to Accela Success Community online training content
- Instructor lead Civic Platform Daily End User Training (agenda provided) via WebEx engagement
- Avocette will focus training content on the 2 – 4 record processes selected by the Agency

### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's requests for information.
- Provide Agency the Accela Success Community website, provide instruction on how to register and login, along with how to search for and find the online training content.
- Coordinate with Agency and schedule the appropriate day/time to deliver the Civic Platform Daily End User Training content outlined in the provided agenda.
- Provide Civic Platform Daily End User Training Agenda training content and focus on the 2 – 4 record processes mutually agreed upon
- Provide Agency the WebEx engagement information for the Civic Platform Daily End User training.

### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette requests for information.
- Provide the Accela Success Community website to the staff users who will require the online training content.
- Identify and provide specific Agency procedural details on 2 – 4 record processes in which Avocette will teach for the instructor lead training session.
- Ensure that users are proficient in using PC's as a prerequisite before accessing the online training content.
- Ensure that users are familiar with use of standard Internet browsers as a prerequisite for the course.
- Ensure that users have appropriate hardware/software for successfully viewing online video content.
- Ensure that users are successfully reading and completing the recommended online course content throughout project implementation.
- Schedule appropriate Agency staff participants and meeting locations for training activities.

### Acceptance Criteria:

- Access Accela Success Community online training
- Deliver the Civic Platform Daily End User Training (agenda provided)

## **DELIVERABLE 16 : ESRI MAP INTEGRATION SETUP**

Avocette will configure Accela GIS to link and leverage existing San Benito County GIS information, including an integration to Citizen Access, the Civic Platform back office and the mobile.

The following are the use cases supported after setup:

- Look up non-historic permit information and parcel information from the Civic Platform
- Provide geographic view of all agency-provided layers such as land-use, zoning and infrastructure information layers
- Select one or more parcels and add new applications, permits or cases

## Statement of Work

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The property information (address, parcel and owner data) must be provided by agency and loaded into Civic Platform, either by data conversion load or external (XAPO) published map service, for reference object linking to support the use cases detailed above.

During Accela GIS integration setup, San Benito County will ensure components for ArcGIS Server or ArcGIS Online are installed and accessible to the Civic Platform including Citizen Access, back office and mobile apps. Avocette will validate the proper installation and configuration of the Accela GIS environment.

In terms of specific output, the following will be executed for this deliverable:

- An Accela GIS integration to Citizen Access, back office and mobile apps

### Avocette Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Avocette will perform quality assurance checks on the configuration and performance based on acceptance criteria mutually developed by Avocette and San Benito County
- Configure the DEFAULT user group with the standard map command functions and map settings
- Verify that the Accela GIS applications are operational in the Agency computing environment thus communicating with the Civic Platform system

### Agency Responsibilities:

- Provide timely and appropriate responses to Avocette request for information
- Arrange for the availability of appropriate staff for the system testing, and quality assurance throughout the process
- Ensure components for ArcGIS Server or ArcGIS Online are installed and accessible to the Civic Platform
- Provide Avocette the valid ESRI user and password credentials
- Provide information and data in the formats specified by Avocette that will be needed for the Accela GIS implementation

### Acceptance Criteria:

- Verify an operating Accela GIS in test environment

## **COST SCHEDULE**

All Services fees are invoiced upon commencing the project. The pricing described below is exclusive of taxes and expenses. The price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Should there be changes to the scope, timeline or resources that increases the hours or costs needed to complete the project, a Change Order may be required prior for project continuation. Please see Change Order details below.

Avocette will endeavor not to exceed the total estimate amount without the prior approval of Customer. Avocette has the right to refuse to work additional hours should there be no remaining estimated hours and no Change Order delineating additional hours.

Statement of Work

Premium Package	Price
AA System Setup	\$41,800
Setup of Land Management best practice configurations	
Setup of Agency Staff User Accounts	
Workflow and Inspection Distinct Updates	
Fee Schedule Configuration	
New Service Record Types	
New Agency Defined Data Fields	
User Group Permission Distinct Updates	
New User Group Permission with Distinct Updates	
Citizen Access Configuration	
Property Data Upload	
Licensed Professional Data Upload	
Express Historical Data Conversion	
ESRI Map integration setup	
Citizen Access Configuration	
Online & Webex Training	

**FIXED FEE PREPAID LANGUAGE**

Avocette will perform the Services list in the SOW on a pre-paid basis. The SOW lists the nature and scope of the Services and associated Deliverables currently understood to be part of the project, the expected staffing requirements, project schedule, Avocette’s and Customer’s roles and responsibilities and the other assumptions set forth. Avocette's total price to perform the Listed Services and provide the Deliverables described is \$41,800 US exclusive of taxes and expenses (the “Fixed-Fee”). The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. The Fixed-Fee price will be invoiced upon contract signing.

**TIME AND MATERIALS FOR ADDITIONAL APO CONFIGURATION & DATA MIGRATION**

Avocette has identified areas that require further investigation related to APO Configuration and Data Migration which has the potential for added labor & resource costs. There are a number of variables that impact the costing for this added work - Specifically, the integrity of the data, existing database structure, the data being converted needs to be delivered in a pipe delimited format, either by the Agency (San Benito) or with the assistance of Avocette tech resources. We will require San Benito’s active participation in the data mapping process to ensure successful conversion.

Additionally, the Address Parcel Owner (APO) data needs to be delivered in the correct format for the Property Data Load in order to have the identified parcels in the system; Otherwise, the input of parcels becomes a manual process, and cost for time & materials is subject to the volume of professional services dedicated by Avocette to complete the work.

Without further investigation and scoping of the requirements at the time of Statement of Work issuance – these items remain outstanding from the cost schedule, and will likely necessitate a Change Order for the work to be completed; In this event, the additional work will be conducted at a rate of \$160/per Hour. Below is a preliminary estimate of potential added cost related to x-APO configuration and Data Migration and does not represent a validated quote for added work

# Statement of Work

potential added cost related to x-APO configuration and Data Migration and does not represent a validated quote for added work

## Estimated Optional Add-Ons

External Property Data Integration-xApo (22 Hrs)	\$ 3,520.00
Extended Data Cleansing-Formatting (20 Hrs)	\$3,200.00

## EXPENSES:

Actual amounts of any reasonable and customary travel expenses incurred during the performance of services under this SOW will be billed to Agency, according to Avocette expense policy. Avocette will bill Customer for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges). Avocette will work with Customer to manage and control its expenses in accordance with Avocette travel policy guidelines and will not incur expenses in excess of the initial contracted budget below without Customer's prior written consent. Expense receipts will be made available as requested by Agency. Total estimated expenses are based on past engagement experience.

Based on the assumption that there will only need to be 3 onsite days at an estimated \$2000 each, the travel expense budget estimate is \$6000.00 US.

## Acceptance:

Accepted By:

Avocette



Authorized Signature

Mitchell Ngai

Name - Type or Print

COO

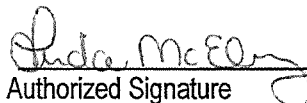
Title

June 1, 2016

Date

Accepted By:

San Benito County, CA



Authorized Signature

Linda McElroy

Name - Type or Print

Admin Sys. Manager

Title

5-31-16

Date





**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 4.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: RAY ESPINOSA**

**AGENDA ITEM PREPARER: MELINDA CASILLAS**

**SBC DEPT FILE NUMBER: 865**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Approved budget adjustments between Board of Supervisors & Clerk of the Board, and Treasurer & Tax Collector. BOS for \$15,000 from Clerk of the Board ( Services & Supplies); Treasurer for \$20,000 from Tax Collector (Salaries and Benefits).

SBC FILE NUMBER: 865

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The annual budget is an estimated spending plan for each fiscal year.

The attached budget adjustments are between departments that share resources. Expenses can be made from either budget causing one budget to go over, while another is unused, as occurred in these departments.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

Refer to attached budget adjustment forms

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Approve Budget Adjustments for BOS and Treasurer's office.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Budget Adjustment Forms	2/13/2017	Cover Memo



**COUNTY OF SAN BENITO  
BUDGET ADJUSTMENT/TRANSFER**

Please Indicate Type:

Fiscal Year: FY 16/17  
 Department: TREASURER  
 Org Key: 1155

- Appropriation/Est. Revenue Increase**  
(Requires 4/5 Board of Supervisors Approval)
- Contingency Transfer**  
(Requires 4/5 Board of Supervisors Approval)
- Interdepartmental Transfer or Interobject Transfer >\$25,000**  
(Requires Board of Supervisors Approval)
- Interobject Transfer <\$25,000**  
(Requires Admin. and Auditor Approval)
- Intraobject Transfer**  
(Requires Auditor Approval)

LOGOS #	Description	Exp. Decrease/ Rev. Increase	Exp. Increase Rev. Decrease
101.30.1155.1000.610.101	SALARIES		\$ 20,000.00
101.30.1160.1000.610.101	SALARIES	\$ 20,000.00	
<b>Total</b>		<b>\$ 20,000.00</b>	<b>\$ 20,000.00</b>

Comments: TRANSFER NMONEY BETWEEN BUDGET DIVISIONS FOR SALARIES.

Submitted: *Wm McCaskey* 2/13/17  
Department Head/Authorized Signature Date

Verification of Sufficient Funds: *John M. Fong* 2/13/17  
Auditor-Controller Date

Approval: *Wm McCaskey* 2/13/17  
Administrative Officer Date

**Approval by Board of Supervisors** \_\_\_\_\_  
Date

Attested: \_\_\_\_\_  
 Clerk of the Board: \_\_\_\_\_ Vote: \_\_\_\_\_ Yes \_\_\_\_\_ No

**AUDITOR USE ONLY**

Budget Adjustment No: \_\_\_\_\_

Date Batch Input Completed: \_\_\_\_\_ By: \_\_\_\_\_

# San Benito County - Production

# Expense Budget Performance Report

Fiscal Year to Date 02/07/17  
 Include Rollup Account and Rollup to Base

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
Fund 101 - General Fund	Department 30 - Treasury									
	Division 1155 - Treasurer									
	Program/Section/Activity 1000 - Administration									
	EXPENSE									
<b>610</b>	<b>Salary and Benefits</b>									
610.101	Salary and Benefits Regular	200,300.00	.00	200,300.00	.00	.00	110,789.71	89,510.29	55	188,681.56
610.108	Salary and Benefits Vacation Paid-Out	.00	.00	.00	.00	.00	(784.86)	784.86	+++	1,385.93
610.110	Salary and Benefits Car Allowance	.00	.00	.00	.00	.00	.00	.00	+++	2,250.04
610.115	Salary and Benefits Admin Comp Paid-Out	.00	.00	.00	.00	.00	2,261.83	(2,261.83)	+++	.00
610.117	Salary and Benefits Vacation Accrued	.00	.00	.00	.00	.00	2,799.58	(2,799.58)	+++	.00
610.118	Salary and Benefits Bonus Pay	.00	.00	.00	.00	.00	.00	.00	+++	6,974.00
610.301	Salary and Benefits Overtime	.00	.00	.00	.00	.00	340.02	(340.02)	+++	60.40
610.401	Salary and Benefits Social Security Taxes	15,325.00	.00	15,325.00	.00	.00	4,784.47	10,540.53	31	10,230.87
610.402	Salary and Benefits Medicare Taxes	.00	.00	.00	.00	.00	1,555.52	(1,555.52)	+++	2,829.64
610.501	Salary and Benefits Medical Insurance	25,800.00	.00	25,800.00	.00	.00	16,769.44	9,030.56	65	25,468.06
610.502	Salary and Benefits Dental Insurance	.00	.00	.00	.00	.00	549.31	(549.31)	+++	1,018.19
610.503	Salary and Benefits Life Insurance	.00	.00	.00	.00	.00	82.97	(82.97)	+++	163.96
610.504	Salary and Benefits Accident, Disability, Dismem	.00	.00	.00	.00	.00	2.49	(2.49)	+++	4.73
610.507	Salary and Benefits MES Vision	.00	.00	.00	.00	.00	98.14	(98.14)	+++	181.92
610.603	Salary and Benefits Workers' Compensation Insurance	1,444.00	.00	1,444.00	.00	.00	722.00	722.00	50	1,960.00
610.605	Salary and Benefits Compensated absences	.00	.00	.00	.00	.00	2,003.00	(2,003.00)	+++	.00
610.701	Salary and Benefits Public Service Retirement	36,110.00	.00	36,110.00	.00	.00	20,648.96	15,461.04	57	39,513.53
610.801	Salary and Benefits OPEB Costs	4,875.00	.00	4,875.00	.00	.00	2,437.50	2,437.50	50	11,275.00
610.901	Salary and Benefits Salary Savings	4,006.00	.00	4,006.00	.00	.00	.00	4,006.00	0	2,750.00
	<b>610 - Salary and Benefits Totals</b>	<b>\$287,860.00</b>	<b>\$0.00</b>	<b>\$287,860.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$165,060.08</b>	<b>\$122,799.92</b>	<b>57%</b>	<b>\$294,747.83</b>
<b>619</b>	<b>Services and Supplies</b>									
619.126	Services and Supplies Magazines and Subscriptions	25.00	.00	25.00	.00	.00	21.67	3.33	87	21.68
619.132	Services and Supplies Communications	764.00	.00	764.00	.00	.00	462.87	301.13	61	813.41
619.138	Services and Supplies Computer Maintenance	2,340.00	.00	2,340.00	.00	.00	.00	2,340.00	0	.00
619.142	Services and Supplies Computer Hardware	.00	.00	.00	.00	.00	.00	.00	+++	5,827.29
619.152	Services and Supplies Maintenance of Equipment	785.00	.00	785.00	.00	.00	789.20	(4.20)	101	867.04
619.166	Services and Supplies Membership Dues	125.00	.00	125.00	.00	.00	125.00	.00	100	125.00
619.172	Services and Supplies Postage and Delivery	.00	.00	.00	.00	.00	134.42	(134.42)	+++	11.80
619.174	Services and Supplies Office Supplies	1,134.00	.00	1,134.00	.00	.00	574.43	559.57	51	1,571.21
619.178	Services and Supplies Banks and Treasurer Charges	.00	.00	.00	.00	.00	(515.50)	515.50	+++	(947.00)
619.184	Services and Supplies Lease/Rent-Equipment	2,040.00	.00	2,040.00	.00	.00	1,481.41	558.59	73	1,979.67
619.194	Services and Supplies Training	455.00	.00	455.00	.00	.00	212.50	242.50	47	330.00
619.196	Services and Supplies Lodging	.00	.00	.00	.00	.00	363.46	(363.46)	+++	681.13
619.198	Services and Supplies Meals	.00	.00	.00	.00	.00	39.50	(39.50)	+++	46.75
619.200	Services and Supplies Transportation	.00	.00	.00	.00	.00	158.18	(158.18)	+++	188.96

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# Expense Budget Performance Report

Fiscal Year to Date 02/07/17  
 Include Rollup Account and Rollup to Base

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD	% Used/	Prior Year Total
<b>Fund 101 - General Fund</b>										
<b>Department 30 - Treasury</b>										
<b>Division 1155 - Treasurer</b>										
<b>Program/Section/Activity 1000 - Administration</b>										
	<b>EXPENSE</b>									
<b>619</b>	<b>Services and Supplies</b>									
619.206	Services and Supplies Travel - Other	1,700.00	.00	1,700.00	.00	.00	.00	1,700.00	0	.00
619.224	Services and Supplies Outside Labor	.00	.00	.00	.00	.00	.00	.00	+++	143.00
619.250	Services and Supplies Special Dept - Contracts	27,001.00	.00	27,001.00	.00	13,950.35	13,050.65	13,050.65	52	26,896.51
	<b>619 - Services and Supplies Totals</b>	<b>\$36,369.00</b>	<b>\$0.00</b>	<b>\$36,369.00</b>	<b>\$0.00</b>	<b>\$17,797.49</b>	<b>\$18,571.51</b>	<b>\$18,571.51</b>	<b>49%</b>	<b>\$38,556.45</b>
<b>649</b>	<b>Other Charges</b>									
649.101	Other Charges Cost Plan	20,895.00	.00	20,895.00	.00	5,223.75	15,671.25	15,671.25	25	39,633.00
	<b>649 - Other Charges Totals</b>	<b>\$20,895.00</b>	<b>\$0.00</b>	<b>\$20,895.00</b>	<b>\$0.00</b>	<b>\$5,223.75</b>	<b>\$15,671.25</b>	<b>\$15,671.25</b>	<b>25%</b>	<b>\$39,633.00</b>
	<b>EXPENSE TOTALS</b>	<b>\$345,124.00</b>	<b>\$0.00</b>	<b>\$345,124.00</b>	<b>\$0.00</b>	<b>\$188,081.32</b>	<b>\$157,042.68</b>	<b>\$157,042.68</b>	<b>54%</b>	<b>\$372,937.28</b>
	<b>Program/Section/Activity 1000 - Administration Totals</b>	<b>(\$345,124.00)</b>	<b>\$0.00</b>	<b>(\$345,124.00)</b>	<b>\$0.00</b>	<b>(\$188,081.32)</b>	<b>(\$157,042.68)</b>	<b>(\$157,042.68)</b>	<b>54%</b>	<b>(\$372,937.28)</b>
	<b>Division 1155 - Treasurer Totals</b>	<b>(\$345,124.00)</b>	<b>\$0.00</b>	<b>(\$345,124.00)</b>	<b>\$0.00</b>	<b>(\$188,081.32)</b>	<b>(\$157,042.68)</b>	<b>(\$157,042.68)</b>	<b>54%</b>	<b>(\$372,937.28)</b>
	<b>Division 1160 - Tax Collector</b>									
	<b>EXPENSE</b>									
<b>610</b>	<b>Salary and Benefits</b>									
610.101	Salary and Benefits Regular	165,170.00	.00	165,170.00	.00	67,669.22	97,500.78	97,500.78	41	82,117.10
610.108	Salary and Benefits Vacation Paid-Out	.00	.00	.00	.00	(116.21)	116.21	116.21	+++	1,061.65
610.110	Salary and Benefits Car Allowance	.00	.00	.00	.00	.00	.00	.00	+++	749.97
610.111	Salary and Benefits Miscellaneous Pay Categories	60,525.00	.00	60,525.00	.00	.00	60,525.00	60,525.00	0	.00
610.115	Salary and Benefits Admin Comp Paid-Out	.00	.00	.00	.00	753.94	(753.94)	(753.94)	+++	.00
610.117	Salary and Benefits Vacation Accrued	.00	.00	.00	.00	933.18	(933.18)	(933.18)	+++	.00
610.118	Salary and Benefits Bonus Pay	.00	.00	.00	.00	.00	.00	.00	+++	6,086.43
610.201	Salary and Benefits Temporary	.00	.00	.00	.00	5,241.10	(5,241.10)	(5,241.10)	+++	32,288.30
610.301	Salary and Benefits Overtime	.00	.00	.00	.00	119.52	(119.52)	(119.52)	+++	588.10
610.401	Salary and Benefits Social Security Taxes	12,635.00	.00	12,635.00	.00	3,362.04	9,272.96	9,272.96	27	6,385.75
610.402	Salary and Benefits Medicare Taxes	.00	.00	.00	.00	931.76	(931.76)	(931.76)	+++	1,621.88
610.501	Salary and Benefits Medical Insurance	43,000.00	.00	43,000.00	.00	14,037.68	28,962.32	28,962.32	33	17,864.82
610.502	Salary and Benefits Dental Insurance	.00	.00	.00	.00	476.58	(476.58)	(476.58)	+++	595.92
610.503	Salary and Benefits Life Insurance	.00	.00	.00	.00	76.61	(76.61)	(76.61)	+++	82.31
610.504	Salary and Benefits Accident, Disability, Dismem	.00	.00	.00	.00	.79	(.79)	(.79)	+++	1.49
610.507	Salary and Benefits MES Vision	.00	.00	.00	.00	85.15	(85.15)	(85.15)	+++	106.47
610.601	Salary and Benefits Unemployment Costs	.00	.00	.00	.00	1,071.00	(1,071.00)	(1,071.00)	+++	.00
610.603	Salary and Benefits Workers' Compensation Insurance	1,474.00	.00	1,474.00	.00	737.00	737.00	737.00	50	2,316.00
610.605	Salary and Benefits Compensated absences	.00	.00	.00	.00	1,651.50	(1,651.50)	(1,651.50)	+++	.00
610.701	Salary and Benefits Public Service Retirement	29,776.00	.00	29,776.00	.00	12,578.28	17,197.72	17,197.72	42	16,762.74
610.801	Salary and Benefits OPEB Costs	4,875.00	.00	4,875.00	.00	2,437.50	2,437.50	2,437.50	50	13,325.00





**COUNTY OF SAN BENITO  
BUDGET ADJUSTMENT/TRANSFER**

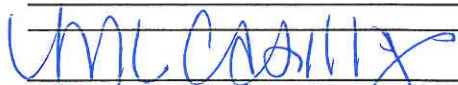


Please Indicate Type:

Fiscal Year: FY 16/17  
 Department: BOARD OF SUPERVISORS  
 Org Key: 1000

- Appropriation/Est. Revenue Increase**  
(Requires 4/5 Board of Supervisors Approval)
- Contingency Transfer**  
(Requires 4/5 Board of Supervisors Approval)
- Interdepartmental Transfer or Interobject Transfer >\$25,000**  
(Requires Board of Supervisors Approval)
- Interobject Transfer <\$25,000**  
(Requires Admin. and Auditor Approval)
- Intraobject Transfer**  
(Requires Auditor Approval)

LOGOS #	Description	Exp. Decrease/ Rev. Increase	Exp. Increase Rev. Decrease
101.10.1000.1000.619.180	PUBLIC AND LEGAL NOTICES		\$ 15,000.00
101.15.1005.1000.619.180	PUBLIC AND LEGAL NOTICES	\$ 15,000.00	
<b>Total</b>		\$ 15,000.00	\$ 15,000.00

Comments: TRANSFER NMONEY BETWEEN BUDGET DIVISIONS FOR POSTINGS OF VARIOUS ITEMS.

Submitted:  2/13/17  
 Department Head/Authorized Signature Date  
 Verification of Sufficient Funds:  2/13/17  
 Auditor-Controller Date  
 Approval:  2/13/17  
 Administrative Officer Date

**Approval by Board of Supervisors** \_\_\_\_\_ Date \_\_\_\_\_  
 Attested: \_\_\_\_\_  
 Clerk of the Board: \_\_\_\_\_ Vote: \_\_\_\_\_ Yes \_\_\_\_\_ No

**AUDITOR USE ONLY**

Budget Adjustment No: \_\_\_\_\_

Date Batch Input Completed: \_\_\_\_\_ By: \_\_\_\_\_

# Expense Budget Performance Report

Fiscal Year to Date 02/07/17  
 Include Rollup Account and Rollup to Base

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
<b>Fund 101 - General Fund</b>										
<b>Department 10 - Board of Supervisors</b>										
<b>Division 1000 - Board of Supervisors</b>										
<b>Program/Section/Activity 1000 - Administration</b>										
	<b>EXPENSE</b>									
<b>610</b>	<b>Salary and Benefits</b>									
610.101	Salary and Benefits Regular	248,056.00	.00	248,056.00	.00	.00	128,766.77	119,289.23	52	238,967.50
610.108	Salary and Benefits Vacation Paid-Out	.00	.00	.00	.00	.00	2,839.50	(2,839.50)	+++	.00
610.111	Salary and Benefits Miscellaneous Pay Categories	.00	.00	.00	.00	.00	.00	.00	+++	900.00
610.115	Salary and Benefits Admin Comp Paid-Out	.00	.00	.00	.00	.00	1,726.85	(1,726.85)	+++	.00
610.118	Salary and Benefits Bonus Pay	.00	.00	.00	.00	.00	.00	.00	+++	12,680.00
610.401	Salary and Benefits Social Security Taxes	18,976.00	.00	18,976.00	.00	.00	7,234.14	11,741.86	38	13,559.71
610.402	Salary and Benefits Medicare Taxes	.00	.00	.00	.00	.00	1,691.86	(1,691.86)	+++	3,281.16
610.501	Salary and Benefits Medical Insurance	60,000.00	.00	60,000.00	.00	.00	26,565.00	33,435.00	44	60,575.00
610.502	Salary and Benefits Dental Insurance	.00	.00	.00	.00	.00	945.00	(945.00)	+++	1,875.00
610.503	Salary and Benefits Life Insurance	.00	.00	.00	.00	.00	144.67	(144.67)	+++	290.75
610.504	Salary and Benefits Accident, Disability, Dismem	.00	.00	.00	.00	.00	9.25	(9.25)	+++	18.75
610.507	Salary and Benefits MES Vision	.00	.00	.00	.00	.00	168.84	(168.84)	+++	335.00
610.603	Salary and Benefits Workers' Compensation Insurance	195.00	.00	195.00	.00	.00	97.50	97.50	50	3,616.00
610.701	Salary and Benefits Public Service Retirement	46,108.00	.00	46,108.00	.00	.00	23,999.52	22,108.48	52	43,136.39
610.801	Salary and Benefits OPEB Costs	7,500.00	.00	7,500.00	.00	.00	3,750.00	3,750.00	50	20,500.00
	<b>610 - Salary and Benefits Totals</b>	<b>\$380,835.00</b>	<b>\$0.00</b>	<b>\$380,835.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$197,938.90</b>	<b>\$182,896.10</b>	<b>52%</b>	<b>\$399,735.26</b>
<b>619</b>	<b>Services and Supplies</b>									
619.126	Services and Supplies Magazines and Subscriptions	.00	.00	.00	.00	.00	.00	.00	+++	41.25
619.132	Services and Supplies Communications	750.00	.00	750.00	.00	.00	1,171.40	(421.40)	156	2,405.69
619.138	Services and Supplies Computer Maintenance	250.00	.00	250.00	.00	.00	.00	250.00	0	.00
619.140	Services and Supplies Computer Supplies	2,500.00	.00	2,500.00	.00	830.77	.00	1,669.23	33	37.96
619.152	Services and Supplies Maintenance of Equipment	1,000.00	.00	1,000.00	.00	.00	56.95	943.05	6	521.86
619.160	Services and Supplies General Maintenance	800.00	.00	800.00	.00	.00	.00	800.00	0	.00
619.166	Services and Supplies Membership Dues	25,000.00	.00	25,000.00	.00	.00	25,006.20	(6.20)	100	11,736.20
619.172	Services and Supplies Postage and Delivery	.00	.00	.00	.00	.00	.00	.00	+++	50.30
619.174	Services and Supplies Office Supplies	1,250.00	.00	1,250.00	.00	.00	316.67	933.33	25	1,032.87
619.176	Services and Supplies Special Project Supplies	.00	.00	.00	.00	.00	210.04	(210.04)	+++	.00
619.180	Services and Supplies Public and Legal Notices	.00	.00	.00	.00	.00	8,104.22	(8,104.22)	+++	9,837.77
619.184	Services and Supplies Lease/Rent-Equipment	1,000.00	.00	1,000.00	.00	.00	220.33	779.67	22	567.50
619.194	Services and Supplies Training	8,500.00	.00	8,500.00	.00	.00	805.50	7,694.50	9	729.06
619.196	Services and Supplies Lodging	.00	.00	.00	.00	.00	2,857.35	(2,857.35)	+++	2,088.71
619.198	Services and Supplies Meals	.00	.00	.00	.00	.00	484.49	(484.49)	+++	1,000.88
619.200	Services and Supplies Transportation	.00	.00	.00	.00	.00	1,957.60	(1,957.60)	+++	2,057.35
619.222	Services and Supplies Other Consultants	1,500.00	.00	1,500.00	.00	.00	.00	1,500.00	0	.00
	<b>619 - Services and Supplies Totals</b>	<b>\$42,550.00</b>	<b>\$0.00</b>	<b>\$42,550.00</b>	<b>\$547.84</b>	<b>\$830.77</b>	<b>\$41,190.75</b>	<b>\$528.48</b>	<b>99%</b>	<b>\$32,107.40</b>



# Expense Budget Performance Report

Fiscal Year to Date 02/07/17  
 Include Rollup Account and Rollup to Base

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
<b>Fund 101 - General Fund</b>										
<b>Department 10 - Board of Supervisors</b>										
<b>Division 1000 - Board of Supervisors</b>										
<b>Program/Section/Activity 1000 - Administration</b>										
<b>EXPENSE</b>										
<b>630</b>	<b>Other Charges</b>									
630.101	Other Charges Community Programs	15,000.00	.00	15,000.00	.00	.00	1,000.00	14,000.00	7%	.00
	<b>630 - Other Charges Totals</b>	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$1,000.00	\$14,000.00	7%	\$0.00
<b>649</b>	<b>Other Charges</b>									
649.101	Other Charges Cost Plan	90,296.00	.00	90,296.00	.00	.00	22,574.00	67,722.00	25%	86,205.00
	<b>649 - Other Charges Totals</b>	\$90,296.00	\$0.00	\$90,296.00	\$0.00	\$0.00	\$22,574.00	\$67,722.00	25%	\$86,205.00
<b>650</b>	<b>Fixed Assets</b>									
650.310	Fixed Assets Fixed Asset Capital Lease	7,500.00	.00	7,500.00	.00	.00	.00	7,500.00	0%	.00
	<b>650 - Fixed Assets Totals</b>	\$7,500.00	\$0.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00	0%	\$0.00
	<b>EXPENSE TOTALS</b>	\$536,181.00	\$0.00	\$536,181.00	\$547.84	\$830.77	\$262,703.65	\$272,646.58	49%	\$518,047.66
	<b>Program/Section/Activity 1000 - Administration Totals</b>	(\$536,181.00)	\$0.00	(\$536,181.00)	(\$547.84)	(\$830.77)	(\$262,703.65)	(\$272,646.58)	49%	(\$518,047.66)
	<b>Division 1000 - Board of Supervisors Totals</b>	(\$536,181.00)	\$0.00	(\$536,181.00)	(\$547.84)	(\$830.77)	(\$262,703.65)	(\$272,646.58)	49%	(\$518,047.66)
	<b>Department 10 - Board of Supervisors Totals</b>	(\$536,181.00)	\$0.00	(\$536,181.00)	(\$547.84)	(\$830.77)	(\$262,703.65)	(\$272,646.58)	49%	(\$518,047.66)
<b>Department 15 - County Administrative Office</b>										
<b>Division 1005 - Clerk of the Board</b>										
<b>Program/Section/Activity 1000 - Administration</b>										
<b>EXPENSE</b>										
<b>610</b>	<b>Salary and Benefits</b>									
610.101	Salary and Benefits Regular	130,350.00	.00	130,350.00	.00	.00	34,688.08	95,661.92	27	100,441.05
610.102	Salary and Benefits Bilingual	.00	.00	.00	.00	.00	23.08	(23.08)	+++	415.44
610.108	Salary and Benefits Vacation Paid-Out	.00	.00	.00	.00	.00	1,258.24	(1,258.24)	+++	1,364.03
610.111	Salary and Benefits Miscellaneous Pay Categories	.00	.00	.00	.00	.00	123.53	(123.53)	+++	370.59
610.112	Salary and Benefits Longevity Pay	.00	.00	.00	.00	.00	557.48	(557.48)	+++	1,064.41
610.115	Salary and Benefits Admin Comp Paid-Out	.00	.00	.00	.00	.00	519.69	(519.69)	+++	1,120.38
610.118	Salary and Benefits Bonus Pay	.00	.00	.00	.00	.00	.00	.00	+++	4,438.00
610.401	Salary and Benefits Social Security Taxes	9,975.00	.00	9,975.00	.00	.00	2,247.58	7,727.42	23	6,652.12
610.402	Salary and Benefits Medicare Taxes	.00	.00	.00	.00	.00	525.63	(525.63)	+++	1,602.50
610.501	Salary and Benefits Medical Insurance	9,600.00	.00	9,600.00	.00	.00	3,450.96	6,149.04	36	6,849.04
610.502	Salary and Benefits Dental Insurance	.00	.00	.00	.00	.00	301.42	(301.42)	+++	745.70
610.503	Salary and Benefits Life Insurance	.00	.00	.00	.00	.00	45.24	(45.24)	+++	124.27
610.504	Salary and Benefits Accident, Disability, Dismem	.00	.00	.00	.00	.00	3.25	(3.25)	+++	6.20
610.505	Salary and Benefits In-Lieu of Medical Insurance	.00	.00	.00	.00	.00	969.22	(969.22)	+++	1,869.21
610.507	Salary and Benefits MES Vision	.00	.00	.00	.00	.00	19.01	(19.01)	+++	66.75
610.603	Salary and Benefits Workers' Compensation Insurance	880.00	.00	880.00	.00	.00	440.00	440.00	50	1,247.00
610.605	Salary and Benefits Compensated absences	.00	.00	.00	.00	.00	1,300.00	(1,300.00)	+++	.00
610.701	Salary and Benefits Public Service Retirement	24,245.00	.00	24,245.00	.00	.00	6,573.42	17,671.58	27	18,410.34

Expense Budget Performance Report

Fiscal Year to Date 02/07/17  
 Include Rollup Account and Rollup to Base

610.801	Salary and Benefits OPEB Costs	2,250.00	.00	2,250.00	.00	.00	1,125.00	1,125.00	50	7,175.00	80
610.901	Salary and Benefits Salary Savings	2,600.00	(20,000.00)	(17,400.00)	.00	.00	.00	(17,400.00)	0	1,750.00	
<b>619</b>	<b>610 - Salary and Benefits Totals</b>	<b>\$179,900.00</b>	<b>(\$20,000.00)</b>	<b>\$159,900.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$54,170.83</b>	<b>\$105,729.17</b>	<b>34%</b>	<b>\$155,712.03</b>	
619.126	Services and Supplies Magazines and Subscriptions	.00	.00	.00	.00	.00	.00	.00	+++	41.25	
619.132	Services and Supplies Communications	.00	.00	.00	.00	.00	226.89	(226.89)	+++	551.69	
619.134	Services and Supplies Software License	.00	.00	.00	.00	.00	1,836.00	(1,836.00)	+++	.00	
619.140	Services and Supplies Computer Supplies	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0	818.00	
619.142	Services and Supplies Computer Hardware	18,500.00	.00	18,500.00	.00	.00	8,550.00	9,950.00	46	1,224.34	
619.152	Services and Supplies Maintenance of Equipment	.00	.00	.00	.00	.00	56.95	(56.95)	+++	521.85	
619.166	Services and Supplies Membership Dues	2,500.00	.00	2,500.00	.00	.00	250.00	2,250.00	10	52.50	
619.170	Services and Supplies Office Equipment Under \$5,000	.00	.00	.00	.00	.00	1,405.08	(1,405.08)	+++	.00	
619.172	Services and Supplies Postage and Delivery	200.00	.00	200.00	.00	.00	.00	200.00	0	148.31	
619.174	Services and Supplies Office Supplies	900.00	.00	900.00	.00	.00	1,064.69	(164.69)	118	1,748.24	
619.176	Services and Supplies Special Project Supplies	200.00	.00	200.00	.00	.00	.00	200.00	0	200.00	
619.180	Services and Supplies Public and Legal Notices	24,620.00	.00	24,620.00	.00	.00	.00	24,620.00	0	.00	
619.184	Services and Supplies Lease/Rent-Equipment	300.00	.00	300.00	.00	.00	220.31	79.69	73	567.54	
619.194	Services and Supplies Training	5,500.00	.00	5,500.00	.00	.00	725.00	4,775.00	13	1,707.25	
619.196	Services and Supplies Lodging	.00	.00	.00	.00	.00	755.34	(755.34)	+++	.00	
619.198	Services and Supplies Meals	.00	.00	.00	.00	.00	128.00	(128.00)	+++	237.31	
619.200	Services and Supplies Transportation	.00	.00	.00	.00	.00	412.93	(412.93)	+++	214.90	
619.222	Services and Supplies Other Consultants	20,000.00	.00	20,000.00	.00	.00	9,975.29	10,024.71	50%	.00	
<b>649</b>	<b>619 - Services and Supplies Totals</b>	<b>\$74,720.00</b>	<b>\$0.00</b>	<b>\$74,720.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$25,606.48</b>	<b>\$49,113.52</b>	<b>34%</b>	<b>\$8,033.18</b>	
649.101	Other Charges Cost Plan	24,320.00	.00	24,320.00	.00	.00	6,080.00	18,240.00	25	(8,605.00)	
<b>650</b>	<b>649 - Other Charges Totals</b>	<b>\$24,320.00</b>	<b>\$0.00</b>	<b>\$24,320.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$6,080.00</b>	<b>\$18,240.00</b>	<b>25%</b>	<b>(\$8,605.00)</b>	
650.205	Fixed Assets Other	.00	.00	.00	.00	.00	.00	.00	+++	3,500.00	
650.303	Fixed Assets Computer	20,000.00	.00	20,000.00	.00	.00	.00	20,000.00	0	.00	
	<b>650 - Fixed Assets Totals</b>	<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>	<b>0%</b>	<b>\$3,500.00</b>	
	<b>EXPENSE TOTALS</b>	<b>\$298,940.00</b>	<b>(\$20,000.00)</b>	<b>\$278,940.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$85,857.31</b>	<b>\$193,082.69</b>	<b>31%</b>	<b>\$158,640.21</b>	
	<b>Program/Section/Activity 1000 - Administration Totals</b>	<b>(\$298,940.00)</b>	<b>\$20,000.00</b>	<b>(\$278,940.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$85,857.31)</b>	<b>(\$193,082.69)</b>	<b>31%</b>	<b>(\$158,640.21)</b>	
	<b>Division 1005 - Clerk of the Board Totals</b>	<b>(\$298,940.00)</b>	<b>\$20,000.00</b>	<b>(\$278,940.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$85,857.31)</b>	<b>(\$193,082.69)</b>	<b>31%</b>	<b>(\$158,640.21)</b>	
	<b>Division 1010 - Administration Officer EXPENSE</b>										
<b>610</b>	<b>Salary and Benefits</b>										
610.101	Salary and Benefits Regular	589,970.00	.00	589,970.00	.00	.00	286,089.51	303,880.49	48	455,942.50	
610.102	Salary and Benefits Billingual	.00	.00	.00	.00	.00	300.04	(300.04)	+++	.00	
610.108	Salary and Benefits Vacation Paid-Out	.00	.00	.00	.00	.00	4,349.54	(4,349.54)	+++	3,572.81	
610.110	Salary and Benefits Car Allowance	.00	.00	.00	.00	.00	.00	.00	+++	2,100.02	
610.111	Salary and Benefits Miscellaneous Pay Categories	.00	.00	.00	.00	.00	2.47	(2.47)	+++	2,505.03	
610.115	Salary and Benefits Admin Comp Paid-Out	.00	.00	.00	.00	.00	9,209.13	(9,209.13)	+++	5,851.57	



# Expense Budget Performance Report

Fiscal Year to Date 02/07/17  
 Include Rollup Account and Rollup to Base

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
Fund 101 - General Fund										
Department 15 - County Administrative Office										
Division 1010 - Administration Officer										
Program/Section/Activity 1000 - Administration										
EXPENSE										
<b>610 Salary and Benefits</b>										
610.118	Salary and Benefits Bonus Pay	.00	.00	.00	.00	.00	.00	.00	+++	10,144.00
610.201	Salary and Benefits Temporary	35,000.00	.00	35,000.00	.00	.00	11,161.54	23,838.46	32	11,557.20
610.301	Salary and Benefits Overtime	.00	.00	.00	.00	.00	.00	.00	+++	224.41
610.401	Salary and Benefits Social Security Taxes	45,133.00	.00	45,133.00	.00	.00	12,431.36	32,701.64	28	26,248.97
610.402	Salary and Benefits Medicare Taxes	.00	.00	.00	.00	.00	4,329.61	(4,329.61)	+++	7,019.10
610.501	Salary and Benefits Medical Insurance	46,000.00	.00	46,000.00	.00	.00	23,617.64	22,382.36	51	39,343.50
610.502	Salary and Benefits Dental Insurance	.00	.00	.00	.00	.00	741.32	(741.32)	+++	1,242.78
610.503	Salary and Benefits Life Insurance	.00	.00	.00	.00	.00	156.28	(156.28)	+++	269.36
610.504	Salary and Benefits Accident, Disability, Dismem	.00	.00	.00	.00	.00	3.27	(3.27)	+++	6.23
610.505	Salary and Benefits In-Lieu of Medical Insurance	.00	.00	.00	.00	.00	1,799.42	(1,799.42)	+++	2,699.41
610.507	Salary and Benefits MES Vision	.00	.00	.00	.00	.00	167.61	(167.61)	+++	288.83
610.603	Salary and Benefits Workers' Compensation Insurance	9,379.00	.00	9,379.00	.00	.00	4,689.50	4,689.50	50	3,221.00
610.605	Salary and Benefits Compensated absences	.00	.00	.00	.00	.00	5,899.50	(5,899.50)	+++	.00
610.701	Salary and Benefits Public Service Retirement	109,834.00	.00	109,834.00	.00	.00	53,177.03	56,656.97	48	82,717.76
610.801	Salary and Benefits OPEB Costs	7,500.00	.00	7,500.00	.00	.00	3,750.00	3,750.00	50	18,450.00
610.901	Salary and Benefits Salary Savings	11,799.00	(30,000.00)	(18,201.00)	.00	.00	.00	(18,201.00)	0	4,500.00
610.905	Salary and Benefits Force Labor	(50,000.00)	.00	(50,000.00)	.00	.00	.00	(50,000.00)	0	.00
<b>610 - Salary and Benefits Totals</b>		<b>\$804,615.00</b>	<b>(\$30,000.00)</b>	<b>\$774,615.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$421,874.77</b>	<b>\$352,740.23</b>	<b>54%</b>	<b>\$677,904.48</b>
<b>619 Services and Supplies</b>										
619.126	Services and Supplies Magazines and Subscriptions	50.00	.00	50.00	.00	.00	.00	50.00	0	41.25
619.132	Services and Supplies Communications	1,050.00	.00	1,050.00	.00	.00	917.56	132.44	87	1,304.72
619.138	Services and Supplies Computer Maintenance	1,750.00	.00	1,750.00	.00	.00	.00	1,750.00	0	.00
619.142	Services and Supplies Computer Hardware	.00	.00	.00	.00	.00	.00	.00	+++	7,569.54
619.152	Services and Supplies Maintenance of Equipment	500.00	.00	500.00	.00	.00	56.94	443.06	11	521.85
619.160	Services and Supplies General Maintenance	8,500.00	.00	8,500.00	.00	.00	.00	8,500.00	0	1,388.07
619.166	Services and Supplies Membership Dues	250.00	.00	250.00	.00	.00	1,137.50	(887.50)	455	52.50
619.172	Services and Supplies Postage and Delivery	.00	.00	.00	.00	.00	513.86	(513.86)	+++	669.02
619.174	Services and Supplies Office Supplies	2,000.00	.00	2,000.00	.00	.00	1,681.87	318.13	84	242.81
619.180	Services and Supplies Public and Legal Notices	.00	.00	.00	.00	.00	.00	.00	+++	132.72
619.184	Services and Supplies Lease/Rent-Equipment	1,500.00	.00	1,500.00	.00	.00	220.30	1,279.70	15	567.53
619.194	Services and Supplies Training	12,000.00	.00	12,000.00	.00	.00	4,575.39	7,424.61	38	3,898.00
619.196	Services and Supplies Lodging	.00	.00	.00	168.67	.00	4,454.08	(4,454.08)	+++	2,143.55
619.198	Services and Supplies Meals	.00	.00	.00	69.00	.00	1,322.56	(1,322.56)	+++	1,819.81
619.200	Services and Supplies Transportation	.00	.00	.00	244.87	.00	2,990.36	(2,990.36)	+++	2,894.87



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 5.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: COUNTY CLERK-AUDITOR-RECORDER ELECTIONS**

**DEPT HEAD/DIRECTOR: Joe Paul Gonzalez**

**AGENDA ITEM PREPARER: Angela Curro**

**SBC DEPT FILE NUMBER: 285**

**SUBJECT:**

**COUNTY CLERK/AUDITOR/RECORDER/ELECTIONS DEPT. - J. P. GONZALEZ**

Request that the San Benito County Board of Supervisors consider approval to reschedule shared Governing Board Elections with Monterey County from Odd-numbered to Even-numbered Years; adopt Resolution consolidating Multi-County School District Elections commencing with the 2018 General Election.

SBC FILE NUMBER: 285

RESOLUTION NO: 2017-20

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

Monterey County Office of Education is requesting San Benito County Board of Supervisors approve the rescheduling of two school districts from Elections being held in November of odd-years to even-years.

In 1989, the Board of Supervisors adopted the rescheduling of San Benito County local school elections and special district elections from odd-years to even-years. However, the 1989

Resolution did not include some of our shared jurisdictions with the County of Monterey and Fresno. With the passage of SB-415, which was signed by Governor Jerry Brown, the law requires that if there is a "significant decrease in voter turnout" from even-year to odd-year elections that political subdivisions are required to adopt a plan to transition their election to even-years by January 1, 2018.

It has been determined by the Monterey County Office of Education that it is necessary to move the following School Districts to the General (even-year) Elections:

- Hartnell Community College District
- South Monterey County Joint Union High School District (formerly King City Joint Union HSD)

**BUDGETED:**

No

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

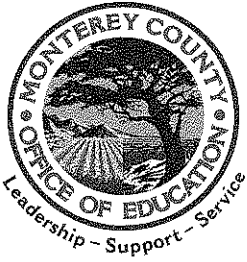
**STAFF RECOMMENDATION:**

Adopt Resolution, consolidating school district elections of Hartnell Community College District and South Monterey County Joint Union High School District with the statewide general election pursuant to Election Code.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Monterey Co Office of Ed Cover Letter	2/7/2017	Cover Memo
Hartnell Community College Resolution	2/7/2017	Resolution
South Monterey County UHSD Resolution	2/7/2017	Resolution
1989 Adopted Resolution	2/8/2017	Resolution
BOS Resolution	2/8/2017	Cover Memo



# Monterey County Office of Education

Dr. Nancy Kotowski  
County Superintendent of Schools

January 23, 2017

Joe Paul Gonzalez, Registrar of Voters  
County of San Benito  
440 Fifth Street  
2<sup>nd</sup> Floor, Room 206  
Hollister, CA 95023

**FILED**  
IN SAN BENITO COUNTY

JAN 25 2017

JOE PAUL GONZALEZ, COUNTY CLERK  
BY   
DEPUTY CLERK

Dear Registrar Gonzalez:

**Re: Request that the San Benito County Board of Supervisors Approve Change of Monterey County School Districts' Election Date to November of Even-Numbered Years Pursuant to Elections Code § 10404.5 and Senate Bill 415.**

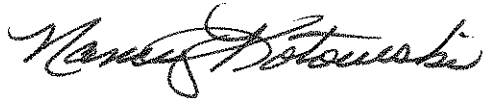
On behalf of two school districts' Boards of Trustees in Monterey County whose territory extends to San Benito County, I hereby submit resolutions which resolve to move elections for their governing boards from November of odd-numbered years to November of even-numbered years, pursuant to Elections Code § 1302(b). I hereby request that the San Benito County Board of Supervisors' consider approval of that change pursuant to Elections Code § 10404.5 at a public meeting sometime within 60 days, following the statutorily-required notice.

Historically in Monterey County elections for members of the school district Boards of Trustees and the County Board of Education have been conducted in November of odd-numbered years (e.g., November 2015), pursuant to Education Code § 5000 and Elections Code § 1302(a). However, voter participation is generally greater for statewide general elections than for odd-year local elections. Therefore, on September 1, 2015, Governor Jerry Brown signed SB 415 into law, requiring that political subdivisions that hold their elections in odd-numbered years adopt a plan to transition to even-numbered year general elections no later than January 1, 2018, if they have experienced "significant decrease in voter turnout." This includes school board elections.

Included in this correspondence are copies of the resolutions of these districts to request that the San Benito County Board of Supervisors approve the change of election date to November of even-numbered years pursuant to Elections Code § 10404.5 and Senate Bill 415.

If you have any questions, please do not hesitate to contact Ginny Brown, Office of the Monterey County Superintendent of Schools (831-755-0303).

Sincerely,



Nancy Kotowski, Ph.D.  
County Superintendent of Schools

C: Clerk of the Board, San Benito County Board of Supervisors

**ENCLOSURES:**

*Resolutions to Request that the San Benito County Board of Supervisors Approve Change of Monterey County School Districts' Election Date to November of Even-Numbered Years Pursuant to Elections Code § 10404.5 and Senate Bill 415 **beginning in 2018:***

Hartnell Community College District  
South Monterey County Joint Union High School District

BEFORE THE GOVERNING BOARD OF THE  
**HARTNELL COMMUNITY COLLEGE DISTRICT**  
COUNTY OF SAN BENITO, STATE OF CALIFORNIA

Approving the Rescheduling of Governing Board Elections from  
Odd-Numbered Years to Even-Numbered

A Resolution of the Governing Board of the **Hartnell Community College District** Approving the Rescheduling of Governing Board Member Elections from Odd-Numbered Years to Even-Numbered Years, in Accordance with Elections Code §1302 and Senate Bill 415 (2015-2016 Regular Session), and Requesting the Approval of the County of San Benito to Consolidate the Same with the Statewide General Election Pursuant to Elections Code § 10405.7.

**Resolution No. 16:22**

WHEREAS, on September 1, 2015, Governor Brown signed Senate Bill 415 (Reg. Sess.), codified at Stats. 2015, Ch. 235, enacting Elections Code §§ 14050-14057, which would authorize voters to seek a court order to change local elections dates to even-numbered years if voter-turnout in odd-numbered year local elections is substantially lower than the average in recent statewide elections; and

WHEREAS, the **Hartnell Community College District** currently conducts its elections for members of the Board of Trustees in November of odd-numbered years (*e.g.*, November 2015) pursuant to Education Code § 5000 and Elections Code § 1302 subdivision (a); and

WHEREAS, voter participation in San Benito County is greater for statewide general elections than for odd-year local elections, including school board member elections; and

WHEREAS, the Board believes that rescheduling to even-numbered year elections may enhance voter participation and further increase the percentage of voters participating in the Community College Board elections; and

WHEREAS, it is considered the view of the Board that starting with the **2018** Board elections, the public interest will be better served by election of its Board members in even-numbered year elections, held in conjunction with the statewide general elections; and

WHEREAS, the Board further recognizes that there may also be a cost savings to the District resulting from aligning the District's elections with the statewide general elections; and

WHEREAS, as a result of these facts, the Board desires to change the date of future Board member elections to be consolidated with the California statewide general election in order to increase and enhance voter participation; and

WHEREAS, Elections Code § 1302(b) establishes a procedure whereby the Board may change the election date for its Board members by adopting a resolution seeking approval of the change by the Board of Supervisors of the affected county, *see* Elec. Code § 10405.7; and

WHEREAS, if the change in election date is approved by the San Benito County Board of Supervisors, it is requested that the new election date be moved from November of odd-numbered years to November of even-numbered years commencing in 2018 with Board members whose terms would have expired in **2017** being extended to **2018** and Board members whose terms would have expired in **2019** being extended to **2020** as required by Elections Code § 10404.5(g) (refer to Exhibit A),

NOW, THEREFORE, BE IT RESOLVED that:

1. The above recitals are true and correct.
2. The undersigned, constituting at least a majority of the members of the **Hartnell Community College District** Governing Board, do hereby adopt this resolution to consolidate the election date for members of the Board with the state general election in November of even-numbered years, beginning in **2018** pursuant to Elections Code § 1302(b).
3. The Superintendent shall forward the original copy of this resolution to the San Benito County Superintendent of Schools, who will compile the district resolutions, and will explain the rationale for the resolutions and request formal approval of the change by the San Benito County Board of Supervisors at a public meeting within 60 days after submission and after the resolutions have been posted in accordance with law.
4. The District shall pay the expenses of mailing notice of approval of the change in election date by the San Benito County Board of Supervisors as required by Elections Code § 10405.7 subdivision (e).

5. If the consolidation of election is approved by the Board of Supervisors, the date of the District's next election will be moved to November **2018**, and each subsequent Board member election will be held two years thereafter in November of even-numbered years.
6. If the consolidation of election is approved, the terms of office of current Board members expiring in **2017** will be extended to November **2018** and the terms of Board members expiring in November **2019** will be extended to November **2020** (see Exhibit A).
7. In the event that the San Benito County Board of Supervisors declines to authorize consolidation in **2018** on the grounds specified in Elections Code § 10405.7 (d)(1), the **Hartnell Community College District** Governing Board requests that the San Benito County Board of Supervisors authorize such consolidation at the soonest feasible date.
8. The Superintendent and/or her designee is authorized to take such actions and execute such agreements and documentation as are necessary to effect the intent of this Resolution.

The foregoing RESOLUTION was adopted this 6<sup>th</sup> day of December 2016, at a regular meeting of the Governing Board of the **Hartnell Community College District**, by the following vote:

AYES:	DePauw, Donohue, Montemayor, Osorio, Padilla-Chavez, Salazar
NOES:	None
ABSTAIN:	None
ABSENT:	Serena

Dated: December 6, 2016

  
 \_\_\_\_\_  
 President, Board of Trustees  
 Hartnell Community College District



**CERTIFICATION**

I, Willard Lewallen, Clerk of the Board of Trustees of the **Hartnell Community College District**, do hereby certify that the foregoing Resolution was proposed by Board member **Ray Montemayor** seconded by Board member **Candi DePauw** and was duly passed and adopted by a majority of the members of said Board, at an official and public meeting thereof held on December 6, 2016.

Dated: 6 Dec 2016

Willard Lewallen, Clerk

**Consolidation of Elections - California Elections Code Section 10405.7**

10405.7. (a) The resolution of the community college district governing board to establish an election day pursuant to subdivision (b) of Section 1302 shall be adopted and submitted to the board of supervisors not later than 240 days prior to the date of the currently scheduled election for the governing board members of the community college district.

(b) The final date for the submission of the resolution by the community college district governing board to the board of supervisors is not subject to waiver.

(c) The board of supervisors shall notify all community college districts located in the county of the receipt of the resolution to consolidate and shall request input from each district on the effect of consolidation.

(d) (1) The board of supervisors, within 60 days from the date of submission, shall approve the resolution unless it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. Prior to the adoption of a resolution to either approve or deny a consolidation request, the board or boards of supervisors may each obtain from the elections official a report on the cost-effectiveness of the proposed action.

(2) Public notices of the proceedings in which the resolution is to be considered for adoption shall be made pursuant to Section 25151 of the Government Code.

(e) Within 30 days after the approval of the resolution by the board of supervisors, the elections official shall notify all registered voters of the districts affected by the consolidation of the approval of the resolution by the board of supervisors. The notice shall be delivered by mail and at the expense of the community college district.

(f) An election day established pursuant to subdivision (b) of Section 1302 shall be prescribed to occur not less than one month, nor more than 12 months, subsequent to the Election Day prescribed in Section 5000 of the Education Code. As used in this subdivision, "12 months" means the period from the Election Day prescribed in Section 5000 of the Education Code to the first Tuesday after the first Monday in the 12th month subsequent to that day, inclusive.

(g) If, pursuant to subdivision (b) of Section 1302, a district governing board member election is held on the same day as a statewide general election, those district governing board members whose four-year terms of office would have, prior to the adoption of the resolution, expired prior to that election shall, instead, continue in their offices until successors are elected and qualified.

**SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL  
DISTRICT**

**RESOLUTION NO. 14:16/17**

**RESCHEDULING OF GOVERNING BOARD MEMBER ELECTIONS FROM ODD-  
NUMBERED YEARS TO EVEN-NUMBERED YEARS**

**BEFORE THE GOVERNING BOARD OF THE  
COUNTY OF SAN BENITO, STATE OF CALIFORNIA**

A Resolution of the Governing Board of the South Monterey County Joint Union High School District Approving the Rescheduling of Governing Board Member Elections from Odd-Numbered Years to Even-Numbered Years, in Accordance with Elections Code §1302 and Senate Bill 415 (2015-2016 Regular Session), and Requesting the Approval of San Benito County to Consolidate the Same with the Statewide General Election Pursuant to Elections Code § 10404.5.

WHEREAS, on September 1, 2015, Governor Brown signed Senate Bill 415 (Reg. Sess.), codified at Stats. 2015, ch 235, enacting Elections Code §§ 14050-14057, which would authorize voters to seek a court order to change local elections dates to even-numbered years if voter-turnout in odd-numbered year local elections is substantially lower than the average in recent statewide elections; and

WHEREAS, the South Monterey County Joint Union High School District currently conducts its elections for members of the Board of Trustees in November of odd-numbered years (e.g., November 2015) pursuant to Education Code § 5000 and Elections Code § 1302 subdivision (a); and

WHEREAS, voter participation in San Benito County is greater for statewide general elections than for odd-year local elections, including school board member elections; and

WHEREAS, the Board believes that rescheduling to even-numbered year elections may enhance voter participation and further increase the percentage of voters participating in the School Board elections; and

WHEREAS, it is considered the view of the Board that starting with the 2018 Board elections, the public interest will be better served by election of its Board members in even-numbered year elections, held in conjunction with the statewide general elections; and

WHEREAS, the Board further recognizes that there may also be a cost savings to the District resulting from aligning the District's elections with the statewide general elections; and

WHEREAS, as a result of these facts, the Board desires to change the date of future Board member elections to be consolidated with the California statewide general election in order to increase and enhance voter participation; and

WHEREAS, Elections Code § 1302(b) establishes a procedure whereby the Board may change the election date for its Board members by adopting a resolution seeking approval of the change by the Board of Supervisors of the affected county, *see* Elec. Code § 10404.5; and

WHEREAS, if the change in election date is approved by the San Benito County Board of Supervisors, it is requested that the new election date be moved from November of odd-numbered years to November of even-numbered years commencing in 2018 with Board members whose terms would have expired in 2017 being extended to 2018 and Board members whose terms would have expired in 2019 being extended to 2020, as required by Elections Code § 10404.5(g) (refer to Exhibit A),

NOW, THEREFORE, BE IT RESOLVED that:

1. The above recitals are true and correct.
2. The undersigned, constituting at least a majority of the members of the South Monterey County Joint Union High School District Governing Board, do hereby adopt this resolution to consolidate the election date for members of the Board with the state general election in November of even-numbered years, beginning in 2018 pursuant to Elections Code § 1302(b).
3. The Superintendent shall forward the original copy of this resolution to the San Benito County Superintendent of Schools, who will compile the district resolutions, and will explain the rationale for the resolutions and request formal approval of the change by the San Benito County Board of Supervisors at a public meeting within 60 days after submission and after the resolutions have been posted in accordance with law.
4. The District shall pay the expenses of mailing notice of approval of the change in election date by the San Benito County Board of Supervisors as required by Elections Code § 10404.5 subdivision (e).

5. If the consolidation of election is approved by the Board of Supervisors, the date of the District's next election will be moved to November 2018, and each subsequent Board member election will be held two years thereafter in November of even-numbered years.
6. If the consolidation of election is approved, the terms of office of current Board members expiring in November 2017 will be extended to November 2018 and the terms of Board members expiring in November 2019 will be extended to November 2020 (see Exhibit A).
7. In the event that the San Benito County Board of Supervisors declines to authorize consolidation in 2018 on the grounds specified in Elections Code § 10404.5(d)(1), the South Monterey County Joint Union High School District Governing Board requests that the San Benito County Board of Supervisors authorize such consolidation at the soonest feasible date.
8. The Superintendent and/or her designee is authorized to take such actions and execute such agreements and documentation as are necessary to effect the intent of this Resolution.

The foregoing RESOLUTION was adopted this 13<sup>th</sup> day of December 2016, at a regular meeting of the Governing Board of the South Monterey County Joint Union High School District, by the following vote:

AYES: 5

NOES: 0

ABSTAIN: 0

ABSENT: 0

Dated: December 13, 2016

  
\_\_\_\_\_  
President, Board of Trustees

South Monterey County Joint Union High  
School District

**CERTIFICATION**

I, Joe Santibanez, Clerk of the Board of Trustees of the South Monterey County Joint Union High School District, do hereby certify that the foregoing Resolution was proposed by Board member Leslie Girard, seconded by Board member Paul Dake, and was duly passed and adopted by a majority of the members of said Board, at an official and public meeting thereof held on December 13, 2016.

Dated: 12/13/14  \_\_\_\_\_, Clerk

## EXHIBIT A

### Consolidation of Elections - California Elections Code Section 10404.5

10404.5 (a) A resolution of the governing board of a school district or county board of education to establish an election day pursuant to subdivision (b) of Section 1302 shall be adopted and submitted to the board of supervisors not later than 240 days prior to the date of the currently scheduled election of the district or for the members of the county board of education.

(b) The final date for the submission of the resolution by the governing board of a school district or county board of education to the board of supervisors is not subject to waiver.

(c) The board of supervisors shall notify all school districts and the county board of education located in the county of the receipt of the resolution to consolidate and shall request input from each district on the effect of consolidation.

(d) (1) The board of supervisors, within 60 days from the date of submission, shall approve the resolution unless it finds that the ballot style, voting equipment, or computer capacity is such that additional elections or materials cannot be handled. Prior to the adoption of a resolution to either approve or deny a consolidation request, the board or boards of supervisors may obtain from the elections official a report on the cost-effectiveness of the proposed action.

(2) Public notices of the proceedings in which the resolution is to be considered for adoption shall be made pursuant to Section 25151 of the Government Code.

(e) Within 30 days after the approval of the resolution by the board of supervisors, the elections official shall notify all registered voters of the districts affected by the consolidation of the approval of the resolution by the board of supervisors. The notice shall be delivered by mail and at the expense of the school district or if applicable, the county board of education.

(f) An election day established pursuant to subdivision (b) of Section 1302 shall be prescribed to occur not less than one month, nor more than 12 months, subsequent to the Election Day prescribed in Section 5000 of the Education Code or pursuant to Section 1007 of the Education Code, as appropriate. As used in this subdivision, "12 months" means the period from the Election Day prescribed in Section 5000 of the Education Code or pursuant to Section 1007 of the Education Code, as appropriate, to the first Tuesday after the first Monday in the 12th month subsequent to that day, inclusive.

(g) In the event that the Election Day for a school district governing board or county board of education is established pursuant to subdivision (b) of Section 1302, the term of office of all then incumbent members of that governing board or county board of education shall be extended accordingly.

FILMED

RESOLUTION NO. 89-57

A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS  
CONSOLIDATING SCHOOL AND SPECIAL DISTRICT ELECTIONS  
COMMENCING WITH THE 1990 GENERAL ELECTION

WHEREAS, the following school and community college districts have submitted resolutions requesting consolidation of governing board member elections commencing with the 1990 General Election in accordance with Education Code Section 5000.5:

Bitterwater-Tully School District  
Cabrillo Community College District  
Cienega School District  
Hollister School District  
Jefferson School District  
King City Joint Union High School District  
North County Joint Unified School District  
Pajaro Valley Unified School District  
Panoche School District  
San Benito High School District  
San Juan Union School District  
Southside School District  
Tres Pinos Union School District  
Willow Grove Union School District;

WHEREAS, the following special districts have submitted resolutions requesting consolidation of governing board member elections commencing with the 1990 General Election in accordance with Elections Code Section 23302.1:

Aromas County Water District  
San Benito County Water District  
San Benito Resource Conservation District  
Sunnyslope County Water District  
Tres Pinos County Water District;

WHEREAS, the County Clerk prepared an impact report indicating that additional computer equipment would be necessary to provide for an accurate method of precincting voters and typing increased ballot styles;

WHEREAS, the lease/purchase of a voter maintenance system has been approved to be financed over a period of five years;

WHEREAS, the County intends that all users of the San Benito Elections Dept. participate in the cost of acquisition of said system exclusive of any costs incurred for costs related to a specific election;



WHEREAS, the County Clerk has prepared a cost distribution schedule based on the number of voting opportunities in each participating entity to be billed on an annual basis;

NOW, THEREFORE, BE IT RESOLVED, the San Benito County Board of Supervisors approves consolidation of the above named governing board member elections commencing with the 1990 General Election conditional upon the execution of agreement from each participating entity for yearly payments as described in Schedule A and authorizes the County Clerk to notify the voters of each of said action as provided by law.

PASSED AND ADOPTED this 20th day of March, 1989, by the following vote:

AYES: SUPERVISORS: C. Graves, Kesler, Bowling, Scagliotti, M. Graves

NOES: SUPERVISORS: None

ABSENT: SUPERVISORS: None

APPROVED BY COUNTY COUNSEL:

*A. R. And* 3/24/89

*Mike R. Adams*  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

*John R. Hodge*  
CLERK OF THE SAID BOARD

BY:

*Denise R. Thome*  
Deputy Clerk of the Said Board

**A RESOLUTION OF THE SAN BENITO COUNTY BOARD OF SUPERVISORS  
CONSOLIDATING MULTI-COUNTY SCHOOL DISTRICT ELECTIONS  
COMMENCING WITH THE 2018 GENERAL ELECTION**

**WHEREAS**, the following school districts have submitted resolutions requesting consolidation of governing board member elections commencing with the 2018 General Election in accordance with Education Code Section 5000.5:

South Monterey County Joint Union High School District  
Hartnell Community College District

**WHEREAS**, said resolution has been submitted in accordance with Election Code Sections 10404.5 and 10405.7;

**WHEREAS**, governing board elections of other school districts have been consolidated by San Benito County Resolution No. 89-57;

**WHEREAS**, said school districts will participate in the share of costs for voting opportunities relative to said consolidation.

**NOW, THEREFORE, BE IT RESOLVED**, that the said school district governing board member elections be consolidated with the November General Elections.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the following vote:

**AYES:**                    **SUPERVISORS:**  
**NOES:**                   **SUPERVISORS:**  
**ABSENT:**               **SUPERVISORS:**  
**ABSTAIN:**               **SUPERVISORS:**

\_\_\_\_\_  
**JAIME DE LA CRUZ**, Chair  
San Benito County Board of Supervisors

**ATTEST:**  
Chase Graves, Clerk of the Board

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

**By:** \_\_\_\_\_

\_\_\_\_\_  
Barbara Thompson  
Assistant County Counsel



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

---

**Item Number: 6.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: COUNTY COUNSEL**

**DEPT HEAD/DIRECTOR: Matthew Granger**

**AGENDA ITEM PREPARER: Matthew Granger/Barbara Thompson**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**COUNTY COUNSEL'S OFFICE - M. GRANGER**

Approve contract with Barbara Thompson for employment as County Counsel and appoint Barbara Thompson as the San Benito County Counsel, effective upon the retirement of County Counsel Matthew Granger, pursuant to California Government Code § 27640, et. seq.  
SBC FILE NUMBER: 119

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

Matthew Granger has served as County Counsel of San Benito County since July 2009. Mr. Granger has indicated his desire to retire from the County in 2017, and the appointment of a successor will allow the transition to occur smoothly upon his retirement from the County. Ms. Thompson has served as the San Benito County Assistant County Counsel from 2008-2015, and as Assistant County Administrative Officer/Acting Assistant County Counsel from December 2015-present.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Approve contract with Barbara Thompson for employment as County Counsel, and appoint Barbara Thompson as the San Benito County Counsel, effective upon the retirement of County Counsel Matthew Granger, pursuant to California Government Code § 27640, et. seq.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Proposed Contract	2/9/2017	Standard Contract

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_ day of February, 2017, by and between the Board of Supervisors on behalf of the County of San Benito, a political subdivision of the State of California (hereinafter "Employer") and Barbara Thompson (hereinafter "Employee"), pursuant to these terms and conditions:

WHEREAS, the Employer and Employee mutually desire to set forth herein certain procedures, benefits, and requirements regarding the employment of Employee by the Employer; and,

WHEREAS, the Employer desires to employ the services of Employee on the terms and conditions set forth herein as County Counsel of said County under the terms and conditions recited herein; and,

WHEREAS, Employee desires to accept employment as the County Counsel of said County under the terms and conditions recited herein.

NOW, THEREFORE, the Employer and Employee hereby mutually covenant and agree to the following:

1. SPECIFIED TERM: The Employer hereby hires Employee and Employee hereby accepts employment with Employer beginning the day after the retirement of the current County Counsel, Matthew Granger, (hereinafter "Effective Date"). In accordance with Government Code Section 27641, this Agreement is for a four-year term commencing on the Effective Date. At the end of the four year term, Employer may appoint Employee for a new four year term or may continue to employ Employee pursuant to this Agreement until a successor is appointed (hereinafter referred to as the "Renewal Period"). In the Renewal Period, this Agreement shall automatically continue on a year-by-year basis, renewing automatically on the anniversary of the Effective Date of

the Agreement, unless the Board of Supervisors notices Employee of its intent to terminate the Agreement at least six (6) months prior to the termination of the Agreement. During any Renewal Period, Employee may be released pursuant to notice and severance as set forth below, specifically with ninety (90) days prior notice and ninety (90) days severance as set forth in Section 10 to this Agreement.

2. TITLE AND DESCRIPTION OF DUTIES:

A. The Employee shall serve as County Counsel for the County of San Benito. In that capacity, Employee shall do and perform all duties, services, acts, or things necessary or advisable to fulfill the duties of County Counsel, including those duties and responsibilities set forth in Government Code sections 27640, et. seq., and shall at all times perform such duties in a professional manner that is both (1) satisfactory to the Board of Supervisors, and (2) consistent with the California Rules of Professional Conduct. As County Counsel, Employee shall bring to the Board's immediate attention any sensitive legal matters, including, but not limited to, facts and circumstances known to Employee that create, for the County, a significant exposure to liability. Employee shall comply with all laws and regulations, including all ordinances of the County of San Benito. Employee acknowledges that she shall be a "Designated Employee" required to file a Statement of Economic Interests (Form 700).

B. No later than six months after the Effective Date of this Agreement, and at least annually thereafter, Employer shall conduct a performance evaluation of Employee. The performance evaluation shall consider, amongst other things, the Performance Measures attached to this Agreement as Exhibit A. Any evaluation or review of the Employee's performance shall be



discussed with the Employee in closed session of the Board of Supervisors pursuant to Government Code §54957.

3. LOYAL AND CONSCIENTIOUS PERFORMANCE OF DUTIES: Employee agrees that to the best of her ability and experience she will at all times loyally and conscientiously perform all of the duties and obligations required of her either expressly or implicitly by the terms of this Agreement.

4. DEVOTION OF ENTIRE TIME TO EMPLOYER'S BUSINESS:

A. Employee shall devote her entire professional productive time, ability, and attention to the business of Employer during the term of this Agreement.

B. During the term of this Agreement, Employee shall not engage in any other business duties or pursuits whatsoever. Furthermore, during the term of this Agreement, Employee shall not, whether directly or indirectly, render any services of a commercial or professional nature to any other person or organization, or otherwise, without the prior written consent of the Board of Supervisors. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities, performed on Employee's time off shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required under this Agreement and shall not require the prior written consent of the Board of Supervisors.

C. This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or present a conflict of interest.

5. COMPENSATION OF Employee:

A. Annual Salary: As compensation for the services to be rendered by Employee hereunder, Employer shall pay Employee at an annual salary at the rate set forth on the County's Department Head Salary Plan, for the County Counsel at Step "B", payable in pro rata installments at the same time as other Employees of the County are paid, and thereafter shall be granted such COLA's and all other benefits of employment granted to Appointed Department Heads employed by the County of San Benito, and shall receive step increases upon satisfactory performance reviews.

B. Automobile Insurance: Employee shall provide Employer a Certificate of Insurance showing comprehensive automobile liability coverage at amounts as may be established by County Policy. Employee shall be personally responsible for the purchase and maintenance of the insurance policy required herein and shall annually provide Employer the required insurance certificate.

C. Tax Withholding: Employer shall have the right to deduct or withhold from the compensation due to Employee hereunder any and all sums required for federal income and all state or local taxes now applicable or that may be enacted and become applicable in the future.

D. County Benefits: Employee shall be provided with all other County benefits provided to other County Appointed Department Heads, except as otherwise specified in this Agreement.

6. CUMULATIVE SICK LEAVE AND VACATION UPON TERMINATION:

A. Upon termination for any reason whatsoever, Employer shall compensate Employee for all accrued vacation leave and said compensation shall be based upon Employee's



salary as of the date of employment termination and in accordance with applicable County policy. In the event Employee retires from Employer's service, she shall receive service credit for retirement purposes for sick leave if allowed by applicable County policy for Appointed Department Heads and by CALPERS and/or shall be allowed to cash out sick leave as may be allowed by other Appointed Department Heads.

B. In the event the Employee voluntarily resigns or dies while employed by the County under this Agreement or any renewals thereof, the Employee or her beneficiaries or those entitled to her estate, shall be entitled to her earned salary and any other benefits as allowed by applicable County policy.

7. INSURANCE: Employer shall provide medical, dental, vision, and life insurance for Employee and Employee's spouse and eligible family members as otherwise provided by Employer for Appointed Department Heads.

8. RETIREMENT PLANS: The Employer shall pay for the costs of participation in the California Public Employee's Retirement System at the rates set forth for other Appointed Department Heads.

9. SEMINARS AND CONFERENCES AND MANDATORY CONTINUING LEGAL EDUCATION (MCLE): Employee may attend professional and official travel, meetings, and occasions to adequately pursue necessary official and other functions for the Employer, including but not limited to, annual and special conferences of the County Counsel's Association and the California State Association of Counties (CSAC), educational conferences, and such other regional and local governmental groups and committees on which Employee may serve as a member. These shall be consistent with the type and number of conferences previously attended

by previous County Counsels of the County. Employee shall be reimbursed for all travel expenses in accordance with the County's adopted travel policies.

10. TERMINATION OF EMPLOYMENT:

A. Termination by Employer: In accordance with the provisions of Government Code 27641, the Board of Supervisors may remove Employee from the office of County Counsel, and thereby terminate this Agreement, at any time for neglect of duty, malfeasance, or misconduct in office or other good cause shown.

B. During any Renewal Period of the Agreement, Employer may terminate Employee at any time with or without cause, upon ninety (90) days prior written notice to Employee. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. In the event of such termination while the Employee is ready, willing, and able to perform the duties of County Counsel, in addition to the ninety (90) days prior notice, the County shall pay the Employee a cash severance payment equal to three (3) months' pay. The severance payment shall be based upon the following: (1) the Employee's salary at the time of termination, and (2) the monetary contribution paid by the County towards Employee's health insurance. At County's option, severance may be paid bi-weekly for the remainder of the notice period, or in one payment.

C. Termination by Employee: Employee may, at any time, for any reason whatsoever, terminate her employment with the Employer by providing sixty (60) days advance written notice of termination to Employer by personal delivery to the County Administrator or

certified or registered mail, return receipt requested. In the event of such termination, Employee shall not receive severance pay or unemployment.

11. COMPLIANCE WITH LAWS AND ORDINANCES: Employee shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county, and local laws, ordinances, regulations, titles, and departmental procedures.

12. NON-ASSIGNABLE: This Agreement is personal to Employee and is not assignable under any circumstances.

13. ENTIRE AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties thereto with respect to the employment of Employee by Employer, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

14. MODIFICATIONS: Any modification of this Agreement will be effective only if it is in writing signed by both parties.

15. EFFECT OF WAIVER: The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver of relinquishment of that right or power for all or any other times.



16. PARTIAL INVALIDITY: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

17. INDEMNIFICATION: In accordance with and subject to the California Tort Claims Act, Employer shall defend and indemnify Employee against any and all losses sustained by Employee as a direct consequence of the discharge of his duties on Employer's behalf for the period of his employment and beyond such period regardless of whether the notice of filing of a lawsuit occurs during or following employment. Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as County Counsel.

18. LAW GOVERNING AGREEMENT: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. CAPTIONS: The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or in any way affect it.

IN WITNESS WHEREOF, the County of San Benito has caused this Agreement to be signed and executed in its behalf by the Chair of the Board of Supervisors and duly attested by its Board Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

///

Employer

By: \_\_\_\_\_  
Jaime De La Cruz, Chair  
San Benito Board of Supervisors

Employee

Barbara Thompson  
Barbara Thompson

ATTEST:  
Chase Graves, Clerk to the Board

By: \_\_\_\_\_  
Chase Graves, Clerk

APPROVED AS TO FORM:  
San Benito County Counsel

By: Matthew W. Granger  
Matthew W. Granger, County Counsel

## EXHIBIT A

### PERFORMANCE MEASURES

1. Satisfactory interaction and communications with the Board of Supervisors.
2. Satisfactory interaction and communications with Department Heads and County staff.
3. Satisfactory effectiveness in and professionalism of the County Counsel's Office.
4. Satisfactory length of time required to respond and process legal assignments pending in County Counsel's Office.
5. Satisfactory interaction with the public and with persons who do business with the County.
6. Satisfactory management of outside counsel, including tracking of legal expenses and reporting to the Board of Supervisors regarding claims and litigation matters.



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 7.**

**MEETING DATE:** 2/21/2017

**DEPARTMENT:** COUNTY COUNSEL

**DEPT HEAD/DIRECTOR:** Matthew Granger

**AGENDA ITEM PREPARER:** Barbara Thompson

**SBC DEPT FILE NUMBER:** 160

**SUBJECT:**

**COUNTY COUNSEL'S OFFICE - M. GRANGER**

Approve Amendment No. 1 with Colantuono, Highsmith & Whatley, PC for legal services in the litigation matter of Award Homes, Inc. v. County of San Benito, et. al., Case No. CU-15-00099.  
SBC FILE NUMBER: 160

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The County was previously represented by another firm in the Award Homes litigation. The County substituted in Colantuono, Highsmith & Whatley (hereinafter "Colantuono") to file appropriate post-trial motions (Motion for New Trial) and potentially pursue an appeal. The original budget prepared by Colantuono's office was based exclusively on those activities. The original contract did not cover the costs of new discovery, additional briefing, preparing for, or handling the new trial. The attached amendment is estimated to be sufficient to continue representation through the conclusion of the trial.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

101.15.1015.1000.619.298

**CURRENT FY COST:**

\$100,000

**STAFF RECOMMENDATION:**

Approve Amendment No. 1 with Colantuono, Highsmith & Whatley, PC for legal services in the litigation matter of Award Homes, Inc. v. County of San Benito, et. al., Case No. CU-15-00099.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Amendment No. 1	2/14/2017	Cover Memo
Original Contract	2/14/2017	Standard Contract



## AMENDMENT TO CONTRACT

# 1

The County of San Benito (“COUNTY”) and Colantuono, Highsmith & Whatley, PC (“CONTRACTOR”) enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

### 1. Existing Contract.

#### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated March 22, 2016.

#### b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: \_\_\_\_\_

#### c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the “original contract”) are attached to this amendment as Exhibit 1 and made a part of this amended contract.

### 2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

#### a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of \_\_\_\_\_, to a new expiration date of \_\_\_\_\_.

#### b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

**Modified or New Scope of Services:**

(Insert modified or new services.)

The services specified in the original contract are deleted in their entirety and replaced with the following services:

**New Scope of Services:**

(Insert new services.)

**c. Payment Terms.** (Check one.)

- The payment terms in the original contract (Exhibit 1) are not modified.  
 The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)  
 The payment terms are modified only as specified below:

**Modified or New Payment Terms:**

The contract is amended so that the total sum of the contract shall not exceed \$150,000, at Contractor's standard billing rates capped at \$350 per hour.

- The payment terms are deleted in their entirety and replaced with the following payment terms:

**New Payment Terms:**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.  
 Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.  
 The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$\_\_\_\_\_, or  
 a total sum not to exceed \$\_\_\_\_\_.

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS:** (Check one.)

- There are no additional terms of compensation.  
 The following specific terms of compensation shall apply:  
(Specify)

**d. Other Terms.** (Check one.)

There are no other terms of the original contract that are modified.

Other terms of the original contract are modified only as specified below:

**Other Modified or New Terms:**

(Insert other modified or new terms.)

**3. Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

**CONTRACTOR**

\_\_\_\_\_  
Name/Title: \_\_\_\_\_

\_\_\_\_\_  
Date

**COUNTY**

San Benito County Board of Supervisors

\_\_\_\_\_  
Jaime De La Cruz, Chair Date

\_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

\_\_\_\_\_  
Barbara Thompson

\_\_\_\_\_  
Date

**EXHIBIT 1  
TO AMENDMENT # 1**

**ORIGINAL  
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

**CONTRACT**

The County of San Benito ("COUNTY") and Colantuono, Highsmith & Whatley, PC. ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on March 22, 2016, and end on June 31, 2018.

2. **Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. **Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. **General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. **Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive non-owned motor vehicle liability insurance: \$1,000,000

6. **Termination.**

The number of days of advance written notice required for termination of this contract is 30.

7. **Specific Terms and Conditions** *(check one)*

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:  
CONTRACTOR:

Contract Administrator for

Name: Barbara Thompson

Name: Michael Colantuono

Title: Assistant County Counsel

Title: President

Address: Office of County Counsel  
481 Fourth St., 2<sup>nd</sup> Floor, Hollister, CA 95023

Address: 420 Sierra College Dr., Ste. 140  
Grass Valley, CA 95945-5091

Telephone No.: 1-866-901-3212

Telephone No.: (530) 432-7357


Fax No.: 831-636-4044

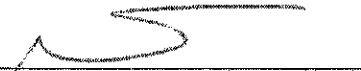
Fax No.: (530) 432-7356

SIGNATURES

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

Signature: 

Signature: 

Name: Robert Rivas

Name: *Michael G. Colantuono*

Chair, San Benito County Board of Supervisors

Title: *President*

Date: 3/22/16

Tax I.D.

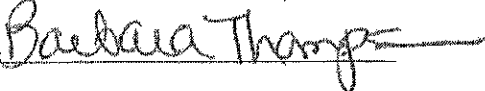
75-3031545

Date: 3/12/16

APPROVED AS TO LEGAL FORM:

Name: Barbara Thompson

Title: San Benito Assistant County Counsel

Signature: 

Date: 3/18/16

**ATTACHMENT A**  
**Scope of Services**

Contractor will provide legal representation and serve as counsel of record in the matter of *Award Homes, Inc. v. County of San Benito, et. al*, Case No. CU-15-00099.

**END OF ATTACHMENT A.**

**ATTACHMENT B  
Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

a total lump sum payment of \$ \_\_\_\_\_, or

a total sum not to exceed \$50,000 at Contractor's standard billing rates capped at \$350 per hour.

**B-4. SPECIAL COMPENSATION TERMS: (check one)**

There are no additional terms of compensation.

**END OF ATTACHMENT B.**



## ATTACHMENT C-Standard Terms and Conditions

### C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's negligent, reckless or wrongful performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

### C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

### C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-

insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three-year period.

#### C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

#### C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

**C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

**C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

**C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

#### C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

#### C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

#### C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

#### C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

#### C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

#### C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

#### C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

**C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

**C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any off-set and the reason for the deduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 8.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY**

**DEPT HEAD/DIRECTOR: James Rydingsword**

**AGENDA ITEM PREPARER: Lynn Mello**

**SBC DEPT FILE NUMBER: 130**

**SUBJECT:**

**HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**

Approve Health and Human Services Agency, Public Health Services' Emergency Services Specialist out-of-state travel to the National Preparedness Summit, Atlanta Georgia, April 24-28, 2017.

SBC FILE NUMBER: 130

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The National Preparedness Summit is the leading and longest running national conference on public health emergency preparedness which began in 2006. The content will include the most current emergency preparedness research findings, instruction on priority areas for local health jurisdictions, model practices to build skills and capacity to prepare for, respond to and recover from public health disasters, disease outbreaks, and other emergencies on the local level. The National Association of County and City Health Officials has taken a leadership role in convening local public health jurisdictions' emergency preparedness staff from around the U.S. to educate inform and build capacity of emergency preparedness, response, and recovery from disasters,

infectious disease outbreaks and other catastrophic events.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

224.80.2450.619.194

**CURRENT FY COST:**

\$2408.83

**STAFF RECOMMENDATION:**

It is recommended that the Board of Supervisors approve out-of-state travel, to be conducted by HHSA-Public Health Services staff, Ryan DeHart, Emergency Services Specialist, to Atlanta Georgia, on April 24-28, 2017 to attend the National Preparedness Summit.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
National Preparedness Summit	1/30/2017	Cover Memo



# TRAVEL PAYMENT APPROVAL REQUEST FORM

Please check one:

Out of County Travel

Out of State Travel (Attach required Board approval per GC 24058)

Is travel required per agreement/contract? Please attach copy of excerpt page from agreement/contract.

Employee Requesting Travel	Dates	Location and Nature of Meeting
Ryan DeHart	4/24/17 - 4/28/2017	National Preparedness Conference Atlanta, GA

**ESTIMATED COSTS:**

Program / Budget Unit: HPP / HT106

**Registration:** \$695.00  
**Mileage:** \$37.93 pd upon return  
**Lodging:** \$575.00 \*Government Rate + Taxes  
**Parking:** \$75.00  
**Airfare:** \$653.00  
**Meals:** \$282.90 auto fill from below  
**Other:** \$90.00 taxi, tolls, etc  
**TOTAL:** \$2,408.83 ← Auto Add

**Please Attach (if applicable)**

- Completed Registration Form/Call to Meeting/Call to Training  
\* Remember to submit agenda/roll call after attendance
- Co. vehicle approval form or map w/mileage for personal vehicle use
- Hotel confirmation w/ total & conf number \*return hotel receipt
- Attach receipts (pd upon return if not pd with hotel)
- Flight detail and payment confirmation
- Complete boxes below \*\*\*
- Attach receipts (pd upon return)

\*\*\*enter meal amount in box you are requesting per diem

DATE	BREAKFAST	LUNCH	DINNER	
4/24/2017	\$13.80	\$20.70	\$34.50	\$69.00
4/25/2017	\$13.80		\$34.50	\$48.30
4/26/2017	\$13.80		\$34.50	\$48.30
4/27/2017	\$13.80		\$34.50	\$48.30
4/28/2017	\$13.80	\$20.70	\$34.50	\$69.00
Total \$ meals requested (auto add »)				\$282.90

**Fiscal Approval**

Employee Signature \_\_\_\_\_ Date 1/5/17

Expenses: requesting payment by check prior to leaving		
Date	To:	\$0.00
Date	To:	\$0.00
Date	To:	\$0.00
Expenses: requesting payment by check upon return with receipts		
Date	To:	\$0.00

Supervisor Signature \_\_\_\_\_ Date 1/5/17  
  
 James Rydingsword, Director \_\_\_\_\_ Date 1/30/17  
  
 James Rydingsword, Director \_\_\_\_\_ Date 1/17/17

For Auditing purposes only		
Transportation	619 200	\$
Lodging	619 196	\$
Meals	619 198	\$
Registration	619 194	\$
<b>TOTAL</b>		\$0.00



# *San Benito County Health & H.S.A. - Public Health*

**PER DIEM REQUEST for -** Atlanta, GA  
(County)

Per Diem rate: \$ 69

Breakfast 20% \$13.80

Lunch 30% \$20.70

Dinner 50% \$34.50

Name	Date	Destination	Breakfast	Lunch	Dinner
Ryan DeHart	4/24/17	Atlanta, GA	13.80	20.70	34.50
Ryan DeHart	4/25/17	Atlanta, GA	13.80		34.50
Ryan DeHart	4/26/17	Atlanta, GA	13.80		34.50
Ryan DeHart	4/27/17	Atlanta, GA	13.80		34.50
Ryan DeHart	4/28/17	Atlanta, GA	13.80	20.70	34.50

Total amount requested: 282.90\$

SUBJECT: Approval for out-of-state travel to Atlanta GA, for Ryan DeHart (Emergency Services Specialist) to attend the 2017 National Preparedness Conference.

This is a 4-day conference for HPP Coalition Coordinator/HPP Coordinator/Emergency Services Specialist to learn about how to strengthen Public Health's preparedness and response during a communicable disease / infectious disease scenario, and learn best practices for PHEP and HPP Deliverables. Costs at state approved rates include travel, lodging for 4 nights, food and incidentals for one budgeted staff. Participation in this conference has been approved for and full payment covered by CDPH/EPO.

BACKGROUND INFORMATION: The focus of the 2017 Preparedness Summit is to explore the factors driving change in our world, analyze how they will impact the future of public health preparedness, and identify opportunities we have today to drive action toward meeting our future needs. There are no opportunities for this type of training and scope of training in San Benito County and California.

The Preparedness Summit is the first and longest running national conference on public health preparedness. Since its beginning in 2006, the National Association of County and City Health Officials (NACCHO) has taken a leadership role in convening a wide array of partners to participate in the Summit; presenting new research findings, sharing tools and resources, and providing a variety of opportunities for attendees to learn how to implement model practices that enhance the nation's capabilities to prepare for, respond to, and recover from disasters and other emergencies. In 2016, the 4-day annual event, brought over 1,800 attendees to Dallas, Texas from nearly every state in the nation as well as several territories and countries, including China and Australia.

If approved, Ryan DeHart (Emergency Services Specialist) will travel to Atlanta GA, on April 24th, 2017, and return on April 28th, 2017. Travel and training costs are as follows (subject to change):

Registration: \$695.00

Mileage: \$37.93

Lodging: \$637.12

Meals: \$207.00

Airfare: \$404.00

# PREPAREDNESS SUMMIT

APRIL 25 - 28, 2017 • ATLANTA GEORGIA

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## Registration

### Register Online Now or Download the Registration Form

*The Preparedness Summit welcomes your payment by check, credit card, or purchase order. All forms of payment are accepted using the online form. Attendees registering with a check or purchase order online can indicate that they are "bill me later."*

### REGISTRATION INFO

#### Registration

#### Continuing Medical Education (CME)

Type	Early Bird Rate (Through 2/24/2017)	Regular Rate (From 2/25/2017-4/14/17)	On-Site Rate (From 4/15/17)
<b>Full Meeting Rates</b>			
Non-Profit Organization, Federal/State/Local Governmental Agency-	\$595.00	\$695.00	\$795.00
<b>Individual Rate</b>			
Non-Profit Organization,	\$545.00	\$645.00	\$745.00

Federal/State/Local Governmental Agency- <b>Group Rate*</b>			
Corporate/Business- <b>Individual Rate</b>	\$795.00	\$910.00	\$1,010.00
Corporate/Business- <b>Group Rate*</b>	\$745.00	\$860.00	\$960.00
Presenter- <b>Individual Rate</b>	\$495.00	\$595.00	\$695.00
Presenter-Session Only ( <b>Special Approval Required</b> )**	No Charge	No Charge	No Charge
Student Rate ( <b>Special Approval Required</b> )***	\$185.00	\$185.00	\$185.00
<b>Daily Rates</b>			
Tuesday or Wednesday or Thursday (April 25, 26, or 27)	\$345.00	\$420.00	\$495.00
Friday (April 28)	\$220.00	\$295.00	\$320.00

\*Group Rate is for (3) or more employees from the same organization/agency/business registering at the same time.

\*\*Presenter – Session Only is for presenters that plan to attend the session where they are presenting only, and no other portion of the meeting. Presenters who wish to attend other meeting events should register using the “Presenter-Individual Rate” option.

\*\*\* Student Rate is available for all full-time students. After registering, students should email (summitreg@conferencemanagers.com) or fax (703-964-1246) a copy of their student ID or other proof of enrollment to Attn: Summit Registration.

## Registration Fees

Federal/State/Local Governmental Agency- <b>Group Rate*</b>			
Corporate/Business- <b>Individual Rate</b>	\$795.00	\$910.00	\$1,010.00
Corporate/Business- <b>Group Rate*</b>	\$745.00	\$860.00	\$960.00
Presenter- <b>Individual Rate</b>	\$495.00	\$595.00	\$695.00
Presenter-Session Only ( <b>Special Approval Required</b> )**	No Charge	No Charge	No Charge
Student Rate ( <b>Special Approval Required</b> )***	\$185.00	\$185.00	\$185.00
<b>Daily Rates</b>			
Tuesday or Wednesday or Thursday (April 25, 26, or 27)	\$345.00	\$420.00	\$495.00
Friday (April 28)	\$220.00	\$295.00	\$320.00

\*Group Rate is for (3) or more employees from the same organization/agency/business registering at the same time.

\*\*Presenter – Session Only is for presenters that plan to attend the session where they are presenting only, and no other portion of the meeting. Presenters who wish to attend other meeting events should register using the “Presenter-Individual Rate” option.

\*\*\* Student Rate is available for all full-time students. After registering, students should email ([summitreg@conferencemanagers.com](mailto:summitreg@conferencemanagers.com)) or fax (703-964-1246) a copy of their student ID or other proof of enrollment to Attn: Summit Registration.

## Registration Fees

has been informed by a planning committee that represents public health professionals across all levels of government in addition to other subject matter experts.

The Summit will meet this goal through the following objectives for attendees:

1. Identify current priority areas in public health and healthcare preparedness at the local, state, tribal, and national levels;
2. Identify current priority areas in public health preparedness resilience and recovery, at the local, state, tribal, and national levels;
3. Describe emerging practices and theories that can be applied to improve community preparedness and community resilience at the local, state, tribal, and national levels;
4. Assess key resources and tools that will enhance or sustain professional work or volunteer role in planning for, responding to, and recovering from disasters and other public health emergencies; and
5. Identify opportunities to engage with national stakeholders on Federal guidance and policy issues that will impact state and local preparedness.

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 SCIENCES · ENGINEERING · MEDICINE

**NACCHO**  
National Association of County & City Health Officials

**NIH** **NLM**



# PREPAREDNESS SUMMIT

APRIL 25 - 28, 2017 • ATLANTA GEORGIA

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## Goals and Objectives

The goal of the Preparedness Summit is to provide a venue where participants are exposed to current information, research findings, and practical tools to enhance the participants' capabilities to plan and prepare for, respond to, and recover from disasters and other public health emergencies.

The Summit agenda has been carefully crafted to raise and address a variety of issues that present challenges for the field of public health and healthcare preparedness. The Summit workshops, plenary panels, interactive sessions, sharing session discussions, and poster presentations have been selected to increase the knowledge base of attendees, promote the learning and development of new skills, and move the field forward, striking a balance between research and practical application. This agenda

<http://preparednesssummit.org/goals-and-objectives/>

### LEARN MORE

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# PREPAREDNESS SUMMIT

APRIL 25 - 28, 2017 • ATLANTA GEORGIA



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## Schedule At-A-Glance

### Atlanta Marriott Marquis

Time	Tuesday, April 25	Time	Wednesday, April 26	Time	Thursday, April 27	Time	Friday, April 28
7:00 AM – 5:00 PM	Registration	7:00 AM – 6:00 PM	Registration	7:00 AM – 5:00 PM	Registration	7:00 AM – 10:30 AM	Registration
7:30 AM – 8:30 AM	Breakfast on Own	7:30 AM – 8:30 AM	Breakfast on Own	7:30 AM – 8:30 AM	Breakfast on Own	7:30 AM – 8:30 AM	Breakfast on Own
8:00 AM –	Opening	8:30 AM –	Workshops and	8:30 AM –	General Session	8:30 AM –	Learning

<http://preparednesssummit.org/schedule-at-a-glance/>

1/3



1/30/2017

Schedule At-A-Glance | Preparedness Summit

9:00 AM	Session	10:00 AM	Sessions	10:00 AM		10:00 AM	Sessions
10:00 AM – 10:30AM	Morning Break	10:00 AM – 10:30AM	Morning Break	10:00 AM – 10:30AM	Morning Break	10:00 AM – 10:30AM	Morning Break
10:30 AM – 12:00 PM	Workshops and Sessions	10:30 AM – 12:00 PM	Town Hall Sessions	10:30AM – 12:00 PM	Learning Sessions	10:30 AM – 12:00 PM	Closing Session
12:00 PM – 1:30 PM	Lunch Break	12:00 PM – 1:30 PM	Lunch Presentations in Exhibit Hall/Exhibit Hall Opens	12:00 PM – 1:30 PM	Lunch and Group 2 Poster Presentations in Exhibit Hall/Exhibit Hall Opens		
1:30 PM – 3:00 PM	Workshops and Sessions	1:30 PM – 3:00 PM	Workshops and Sessions	1:30 PM – 3:00 PM	Partner Town Hall Sessions		
3:00 PM – 3:30 PM	Break	3:00 PM – 3:30 PM	Afternoon Break and Group 1 Poster Presentations in Exhibit Hall	3:00 PM – 3:30 PM	Afternoon Break and Group 2 Poster Presentations		
3:30 PM – 5:00 PM	Workshops and Sessions	3:30 PM – 5:00 PM	Workshops and Sessions	3:30 PM – 5:00 PM	Workshops and Sessions		
5:00 PM	Dinner on Own	6:00 PM – 7:00 PM	HAM Cram Session	5:30 PM – 7:00 PM	Sponsored Receptions (private events)		




3

Flights

Round trip	One way	Multi-city	Economy	1 adult
SJC San Jose		ATL Atlanta		
Mon, April 24		Fri, April 28		
Clear				




Outbound flight

Mon, Apr 24  **12:40 PM – 8:17 PM** 4h 37m

San Jose (SJC) – Atlanta (ATL)  
 Delta 2123 · Economy Class · Boeing 737  
 Average legroom (31")

Wi-Fi  
 In-seat & USB power  
 On-demand video

Return flight

Fri, Apr 28  **7:30 PM – 9:43 PM** 5h 13m

Atlanta (ATL) – San Jose (SJC)  
 Delta 2059 · Economy Class · Boeing 737  
 Average legroom (31")

Wi-Fi  
 In-seat & USB power  
 On-demand video

Book, track or share this flight Ads  
 Total incl taxes & fees for 1 adult · Additional bag fees may apply.

Book with <b>Delta</b>	\$653
Track price Receive emails with price changes and travel tips for this trip. <a href="#">Learn more</a>	<input type="button" value="Track price"/>
Share this itinerary	<input type="button" value="Send to yourself"/> <input type="button" value="Share"/>



Start Over

MAP

NACCHO Public Health Preparedness Summit  
APR 23, 2017 - APR 29, 2017



Extend your stay

Use calendar to manage your stay dates

		Check In						
Fri	Sat	Sun	Mon	Tue	Wed	Thu		
Apr 21	Apr 22	Apr 23	Apr 24	Apr 25	Apr 26	Apr 27		
Not Available	Not Available	Not Available	USD 133.00	USD 133.00	USD 133.00	USD 133.00		
Fri	Sat	Sun	Mon	Tue	Wed	Thu		
Apr 28	Apr 29	Apr 30	May 01	May 02	May 03	May 04		
Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available		
Check Out								

Available  Wait Listed  Selected  Event

NEXT

MAKE A RESERVATION

EDIT

Check In: MON, APR 24, 2017

Check Out: FRI, APR 28, 2017

Nights 4

Rooms 1

Guests 1

Max guests per room

Atlanta Marriott Marquis

USD 532.00

DELUXE ROOM  
1 adult, 4 nights

SUBTOTAL:

USD 532.00  
+ Taxes & Fees

NEXT



UID	2016 - 2017 PROJECT BUDGET	HPP Funds	Capability	Obj.	Facility	Budget Justification
	<b>Operating Expenses</b>					
HOE101	Laptop	\$1,200	Emergency Operations Coordination	1	C	6/17-To be used for communication between partners. Currently the Medical Therapy Unit's phone lines are down and no internet access is available at said site.
HOE101	Ellipsis JetPack	\$180	Emergency Operations Coordination	1	C	6/17-This is a mobile hot spot device for internet access to be used in conjunction with laptop when Medical Therapy Unit loses internet access due to an emergency situation. \$140 plus \$40 activation fee.
HOE102	Communication Costs	\$6,827	Emergency Operations Coordination	1	C, D, F	7/6- Internet access with unlimited data to be used in conjunction with laptop when Medical Therapy Unit loses internet access due to emergency situation. \$42.00/month plus \$9.99 activation fee. 7/6- Iridium prepaid service card, 300 minutes (Prepaid service card to be used with current Iridium Satellite Phone Model 9555 during the next twelve months. Minutes do not roll over. Card is activated upon purchase). Upgrade Satellite Phones and MIFI service.
HOE103	Mckesson Defibrillator	\$1,553	Medical Surge	1	D	6/17-A defibrillator mounted in the San Benito Health Foundation Mobile Clinic for deployment in the event of an emergency.
HOE104	Med Surge Supplies	\$4,500	Healthcare System Preparedness	1	D, E	6/17-Infection control supplies, \$260 for D and \$2,000 for E.
HOE105	6.13.16 Emergency Protocol Wallet Cards	\$2,180	Information Sharing	1	E	Emergency Protocol Booklets for staff/public to carry with them explaining what action/steps to take in an emergency. Similar to Contra Costa County's booklet. The wallet cards are Capability 15 - Volunteer Management, or Capability 6 - Information Sharing
HOE106	Mini-storage space	\$3,120	Medical Surge	1	E	Two mini storage spaces for storing 18 pallets of medical equipment and supplies-medical cache.
HOE107	Cleaning of EOC vests	\$400	Medical Surge	1	E	Vest have not been cleaned since purchased many years ago.
HOE108	Hand Sanitizer for Public Health Workers and Healthcare Workers	\$200	Responder Safety and Health	1	E	To provide to our partners to keep their staff healthy.
HOE108	Moveable Shelving	\$2,400	Healthcare System Preparedness	1	E	To store emergency preparedness cache received from CDPH (approx. ten pallets). (8 x 300 = \$2400)
HOE110	Conference Room furniture	\$6,980	Information Sharing	1	E	Used for meetings with HPP partners 1 Table = \$2500 /// 16 Chairs x 280ea. = \$4480
HOE111	Camera, Tri-Pod and lense	\$1,200	Healthcare System Preparedness	1	E	To be used to take pictures and videos of emergency preparedness drills and exercises for documentation purposes.
HOE112	9/18/16 OT for fire and law to participate in Active shooter drills	\$1,823	Emergency Operations Coordination	1	E	OT for Fire and Law for their participation in an 2016 SM&HE exercise. To test response and communication efforts Fire and Law must participate. OT costs are contingent to their participation and their participation involvement is vital to a realistic response to the scenario.
HOE113		\$0				
HOE114		\$0				
HOE115		\$0				
HOE116		\$0				
HOE117		\$0				
HOE118		\$0				
HOE119		\$0				
HOE120		\$0				
	<b>Operating Expenses Subtotal</b>	<b>\$32,563</b>				

UID	2016 - 2017 PROJECT BUDGET	Quantity	HPP Funds		Capability	Obj.	Facility	Budget Justification
			Unit Price	Total				
<b>Equipment (Minor/Major)</b>								
HE101	EKG Machine	1	\$6,920	\$6,920	Medical Surge	1	D	EKG machine needed for deployment in the event of an emergency.
HE102	Follett Medical Grade Vaccine Freezer	1	\$2,261	\$2,261	Medical Surge	1	D	A freezer is needed to store vaccines needed for an emergency.
HE103	Gas Generator	1	\$2,600	\$2,600	Medical Surge	1	F	Back-up power for the MCI Trailer should it be deployed for a medical surge/emergency disaster situation.
HE104	Large White Board for ICS planning	1	\$6,080	\$6,080	Medical Surge	1	E	NEW: To facilitate communication and treatment during an emergency response. Other communication services may be limited (landline & cell).
HE105	9/16/16 Generator	1	\$10,000	\$10,000	Medical Surge	1	E	Back-up power for the communication systems and vaccines for a medical surge/emergency disaster situation. Any additional costs to purchase the generator may obtained through local public health funds.
HE106								
HE107								
HE108								
HE109								
HE110								
HE111								
HE112								
HE113								
HE114								
HE115								
HE116								
<b>Equipment Subtotal</b>				<b>\$27,861</b>				

UID	2016 - 2017 PROJECT BUDGET	HPP Funds	Capability	Obj.	Facility	Budget Justification
	<b>In State Travel/Per Diem (Be sure travel is referenced in the SOW)</b>					
	CHA Conference	\$1,400	Healthcare System Preparedness	1	B	2-days conference plus pre-conference workshop for personnel from HPP participating health facilities to learn about how to strengthen hospital's preparedness and response during a disaster. Cost includes travel, lodging, parking, and food. EPO approved lodging above state rates. Travel and food will be within state rates. Number of People: 2 people attending. Number of Nights: Three.
HT101						
HT102						
HT103		\$0				
HT104		\$0				
HT105		\$0				
HT106		\$0				
	<b>In State Travel/Per Diem Subtotal</b>	<b>\$1,400</b>				
	<b>Out of State Travel/Per Diem (Be sure OST is referenced in the SOW)</b>					
	National Healthcare Coalition Preparedness Conference	\$2,500	Healthcare System Preparedness	1	E	2-day conference plus pre-conference workshop for HPP Coalition Coordinator or HPP Coordinator to learn about how to strengthen hospital's preparedness and response during a disaster. Costs at state approved rates include travel, lodging for 3 nights, food and incidentals for one budgeted staff. Conference is in Washington D.C.
HT105		\$3,200	Healthcare System Preparedness	1	E	The goal of the Preparedness Summit is to provide a venue where participants are exposed to current information, research findings, and practical tools to enhance the participants' capabilities to plan and prepare for, respond to, and recover from disasters and other public health emergencies. Costs at state approved rates include travel, lodging for 7 nights, food and incidentals for one budgeted staff member. Summit is in Atlanta, Georgia
HT106						
HT107						
	<b>Out of State Travel/Per Diem Subtotal</b>	<b>\$5,700</b>				
	<b>Subcontracts</b>					
	9.13.16 LEMSA Coordinator, Mary White	\$81,000	Medical Surge	1	E	Strengthen response to public health emergencies through coordination with HPP Coalition, Hospital and healthcare facilities. Assist partners in purchasing supplies, equipment, communication modalities, etc. to be used during a medical surge due to emergency disaster situations. Pharmacy's- Develop MOU's for MCH holding and dispensing during emergencies, recruit pharmacist/staff to collaborate with PHS and conduct Pharmacy Summit.
HC101	Active Shooter Drill, ALICE training Institute	\$5,600	Healthcare System Preparedness	1	B	A two day instructor led class to educate and train participants on our researched-based, proactive response to violent intruder events. Successful completion of this training course allows each individual to receive a digital local instructor certificate. Certification is valid for two years and may be renewed online through re-certification training. Additional funds for this training not covered by HPP allocation will be paid for by the Hospital. Please provide EPO with the contract amendment & Scope of Work prior to commencement of work
HC102						
HC103						
HC104						
HC105						
HC106						
HC107						
HC108						
HC109						
HC110		\$0				
HC111		\$0				
HC112		\$0				
HC113		\$0				
HC114		\$0				
	<b>Subcontract Subtotal</b>	<b>\$86,600</b>				

UID	2016 - 2017 PROJECT BUDGET	HPP Funds	Capability	Obj.	Facility	Budget Justification
	<b>Other Costs</b>					
	<b>Software and Licenses</b>					
	EMSSystems	\$2,331	Emergency Operations Coordination	1	F	7/6-This is an annual licensing fee for the interoperable communications tool that allows the hospital, Dispatch Center and the EMS Agency to address regional transportation and hospital surge issues.
HO101		\$0				
HO102		\$0				
HO103		\$0				
HO104		\$0				
HO105		\$0				
	<b>Training</b>					
	HPP Partners TTX (communicable disease training costs)	\$1,000	Healthcare System Preparedness	1	F	Resource Materials: flip chart, easel pads, pens, pencils, markers, paper, binders, labels. Space rental to conduct HPP/HCC TTX focusing on communicable disease outbreak and partner response efforts.
HO106	National Healthcare Coalition Preparedness Conference Registration	\$820	Healthcare System Preparedness	1	E	Registration for 2-day conference plus pre-conference workshop for HPP Coalition Coordinator or HPP Coordinator to learn about how to strengthen hospital's preparedness and response during a disaster. Training costs for one budgeted HPP staff member. Conference is in Washington D. C.
HO107	Preparedness Summit Registration	\$800	Healthcare System Preparedness	1	E	Training costs for the Preparedness Summit for one budgeted HPP staff member. Summit in Atlanta, Georgia.
HO108	9.13.16 CHA Conference	\$1,000	Healthcare System Preparedness	1	B	Registration for 2-day conference plus pre-conference workshop for personnel from HPP participating health facilities to learn about how to strengthen hospital's preparedness and response during a disaster. Number of People: 2 people attending.
HO109						
HO110		\$0				
HO111		\$0				
HO112		\$0				
HO113		\$0				
HO114		\$0				
HO115		\$0				
HO116		\$0				
HO117		\$0				
HO118		\$0				
HO119		\$0				
	<b>Exercise Materials</b>					
	HPP Partners TTX (communicable disease/food costs)	\$596	Healthcare System Preparedness	1	E	6/17-Refreshments for four hour TTX.
HO120						
HO121	Pharmacy TTX	\$800	Healthcare System Preparedness	1	E	6/17-Refreshments for four hour TTX.
HO122		\$0				
HO123		\$0				
HO124		\$0				
	<b>Maintenance Agreements</b>					
HO125		\$0				
HO126		\$0				
HO127		\$0				
HO128		\$0				
	<b>Other Costs Subtotal</b>					
		\$7,347				
	<b>Total Direct Costs</b>					
		\$207,095				
	<b>Total Indirect Costs</b>					
		\$10,252				
	<b>Total Costs</b>					
		\$217,347				



UID	2016 - 2017 PROJECT BUDGET	HPP Funds	Capability	Obj.	Facility	Budget Justification
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**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 9.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY**

**DEPT HEAD/DIRECTOR: James Rydingsword**

**AGENDA ITEM PREPARER: Cynthia Larca**

**SBC DEPT FILE NUMBER: 130**

**SUBJECT:**

**HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**

Approve contract amendment with Shared Vision Consultants to add Child Welfare Services System Improvement Plan update to the scope of services and increase the contract not to exceed amount by \$3,900 for a total of \$22,300.00.

SBC FILE NUMBER: 130

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Health and Human Services Agency (HHS) has been working with Shared Visions Consulting over the past year to write program plans for the new State mandated Child Welfare programs and the System Improvement Plan (SIP). HHS is now in the annual update portion of the SIP and has realized that the initial contract with SVC did not include writing the plan update. The amendment to the contract will add to the original scope of services to include the SIP update and will increase the not to exceed amount by \$3,900 for a new contract amount of \$22,300.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

221.80.2285.1000.619.250

**CURRENT FY COST:**

\$22,300

**STAFF RECOMMENDATION:**

It is requested that the Board 1) approve the contract amendment to add the SIP update to the scope of services and 2) increase the not to exceed amount to \$22,300.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Shared Vision Amendment	1/26/2017	Contract Amendment

## AMENDMENT TO CONTRACT

The County of San Benito ("COUNTY") and Shared Vision Consultants ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

**1. Existing Contract.**

**a. Initial Contract.**

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated March 1, 2016.

**b. Prior Amendments. (Check one.)**

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: \_\_\_\_\_

**c. Incorporation of Original Contract.**

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

**2. Purpose of this Amendment.**

The purpose of this amendment is to change the agreement between the parties in the following particulars:

**a. Term of the Contract. (Check one.)**

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of \_\_\_\_\_, to a new expiration date of \_\_\_\_\_.

**b. Scope of Services. (Check one.)**

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

**Modified or New Scope of Services:**

Additional services to be performed per Exhibit 2.

The services specified in the original contract are deleted in their entirety and replaced with the following services:

**New Scope of Services:**

(Insert new services.)

**c. Payment Terms. (Check one.)**

- The payment terms in the original contract (Exhibit 1) are not modified.  
 The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)  
 The payment terms are modified only as specified below:

**Modified or New Payment Terms:**

(Insert modified or new payment terms.)

- The payment terms are deleted in their entirety and replaced with the following payment terms:

**New Payment Terms:**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.  
 Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.  
 The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ \_\_\_\_\_, or  
 a total sum not to exceed \$ 22,300,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS: (Check one.)**

- There are no additional terms of compensation.  
 The following specific terms of compensation shall apply:  
As specified in Exhibit 2.

d. **Other Terms.** (Check one.)

There are no other terms of the original contract that are modified.

Other terms of the original contract are modified only as specified below:

**Other Modified or New Terms:**

(Insert other modified or new terms.)

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

**CONTRACTOR**

*Lisa Molinar*

Name/Title: Lisa Molinar, President, SVC

*1/20/2017*

Date

**COUNTY**

San Benito County Board of Supervisors

\_\_\_\_\_, Chair

Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

*J. O.*

*1-26-17*

Date

**EXHIBIT 1  
TO AMENDMENT #\_1\_\_\_\_\_**

**ORIGINAL  
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)



## C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Shared Visions Consultants\_ ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on March 1, 2016, and end on June 30, 2017, unless sooner terminated as specified herein.

**2. Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

**3. Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: California State Minimum

**6. Termination.**

The number of days of advance written notice required for termination of this contract is thirty (30).

**7. Specific Terms and Conditions (check one)**

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.



8. **Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Stephanie Churchill

Title: Account Technician

Address: 1111 San Felipe Rd Suite 103

Hollister, California 95023

E-Mail schurchill@cosb.us

Telephone No.: 831-634-4979

Contract Administrator for CONTRACTOR:

Name: Lisa Molinar

Title: President

Address: 8054 Via Zapata

Dublin, Ca, 94568

E-Mail: lisa@sharedvisionsconsultants.com

Telephone No.: 925-519-8811

**SIGNATURES**

APPROVED BY COUNTY:



Name: Robert Rivas

Chair, San Benito County Board of Supervisors

Date: 7/26/16

APPROVED BY CONTRACTOR:



Name: Lisa Molinar

Title: PRESIDENT, SVC

Date: 6/17/2016

**APPROVED AS TO LEGAL FORM:**

Matthew W. Granger, San Benito County Counsel

By: 

Date: 7-5-16

## ATTACHMENT A Scope of Services

CONTRACTOR:

### Project Deliverables

Shared Vision Consultants will assist San Benito County Staff with implementation of the State Mandated Resource Family Approval Program (RFA) (new process to qualify and certify foster, adoptive and relative caretakers); and the Continuum of Care (CCR) Initiatives (initiatives directed to providing skills development and training to SW's and Probation Officers to increase the safety and stability of children and families).

Additionally, Shared Vision Consultants will assist in the development of the Recruitment, Retention and Support (RRS) program (a program to address Resource family training needs and support, and explore the development of a Foster Family Agency).

State mandated programs require a great deal of research, report writing, staff training and modification of current practices and procedures. The many current new mandated programs and initiatives can be overwhelming in scope. Shared Vision Consultants has developed the State wide training program for RFA and is assisting several Counties with implementation. They are currently working with multiple counties on assisting with the CCR initiatives, and RRS implementation.

Project Deliverables include:

Deliverable	Description
CCR Implementation	<p>Provide a written timeline guide for CCR Initiative implementation. Track and monitor the guide through the end of the contract period. This includes:</p> <ul style="list-style-type: none"> <li>• Provide a written draft of CCR guide;</li> <li>• Provide an outline for team development;</li> <li>• Provide action steps for each team;</li> <li>• track and monitor CCR initiative implementation</li> </ul>
RFA Implementation	<p>Develop the written state mandated RFA Implementation Plan due in September. Track and monitor the written plan through completion and submission to the State in September 2016.</p> <p>Guidance with implementation of the policy, procedure and practice changes necessary for RFA. This process will include:</p> <ul style="list-style-type: none"> <li>• meetings with staff to address and incorporate the state written directives;</li> <li>• introduce staff to new and existing tools such as the ETO database;</li> <li>• identify and provide solutions to address barriers to implementation.</li> </ul>
FFA Implementation	<p>Work plan and workgroup development, coordination, monitoring and tracking. Provide Information on Steps in the process of</p>

	obtaining licensure including orientation, program development, and rate setting program development. Policy and procedure assessment and feedback.
RRS Implementation	<p>Develop a written Work plan. Coordinate, monitor and track through the contract period. Job description development and community strategy development and implementation. Policy and procedure assessment and feedback. Assist the county in developing a Resource Family Retention, Recruitment and Support plan, to increase the number of available Resource Families in the county.</p> <ul style="list-style-type: none"> <li>• Provide a range of strategies for recruitment</li> <li>• Develop strategies for supporting Resource Families</li> <li>• develop a written job description for an Resource Family ambassador position.</li> <li>• identify and provide solutions to barriers to retention, recruitment and support.</li> </ul>
Other CCR Related program Implementation	Work plan and workgroup development, coordination, monitoring and tracking. Training tools and support

### Timeline for Execution

CCR, RFA, RRS and FFA Implementation support to begin March 2016 and culminate June 2017.

Description	Start Date	End Date	Duration
Ongoing Consultation with San Benito County Staff	3/1/16	6/30/17	16 months

### COUNTY:

Provide program coordination with state agencies.

Assign staff to work with Contractor and state agencies.

Provide necessary program oversight, support and administration.

**END OF ATTACHMENT A.**



**ATTACHMENT B  
Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ \_\_\_\_\_, or
- a total sum not to exceed \$18,400 \_\_\_\_\_,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS:** (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

Contractor shall submit monthly invoices for hourly work detailing all activities performed and time spent on each activity. Time shall be billed in 15 minute increments at the rate of \$130.00 per hour, with the exception of Travel:

Services Cost	Total Hours	Price
Consultation via phone calls and meetings for CCR, RRS, FFA, RFA, etc.	25	\$3,250
RFA Work Plan Development and tracking	25	\$3,250
CCR Work Plan Development and Tracking	25	\$3,250

FFA Work plan Development and tracking	15	\$1,950
Travel and Mileage and training supplies for meetings	NOT TO EXCEED	\$1,500
RRS Work Plan Development and tracking	25	\$3,250
Research and review of current RFA policies, procedures, challenges, etc.	15	\$1,950
<b>Total</b>	<b>130</b>	<b>\$18,400</b>

Accounting contact for COUNTY:

Name: Dina Valdivia

Title: Account Clerk ¥A/P

Address: 1111 San Felipe Rd Suite 103

Hollister, California 95023

E-Mail: dvaldivia@cosb.us

Telephone No.: 831-630-5188

Accounting contact for CONTRACTOR:

Name: Lisa Molinar

Title: President ¥ SVC

Address: 8054 Via Zapata

Dublin, Ca. 94568

E-Mail: [lisa@sharedvisionconsultants.com](mailto:lisa@sharedvisionconsultants.com)

Telephone No.: 925-519-8811

**END OF ATTACHMENT B**

**ATTACHMENT C**  
**General Terms and Conditions**

**C-1. INDEMNIFICATION.**

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

**C-2. GENERAL INSURANCE REQUIREMENTS.**

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

**C-3. INSURANCE COVERAGE REQUIREMENTS.**

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.



- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### **C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.



**C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

**C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

**C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

**C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

**C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of



such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

**C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

**C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

**C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

**C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

**C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

**C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

**C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with

respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any offset and the reason for the deduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**





**ATTACHMENT E  
SAN BENITO COUNTY  
BUSINESS ASSOCIATE ADDENDUM**

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the "Privacy Rule." Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.



- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County’s compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
  - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
  - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.



**EXHIBIT 2  
TO AMENDMENT #   1**

**ADDITIONAL SCOPE  
OF SERVICES**



## San Benito County, SIP Progress Report Proposal

### Contact

Lisa Molinar, President

Shared Vision Consultants

[lisa@sharedvisionconsultants.com](mailto:lisa@sharedvisionconsultants.com)

925-519-8811

## Project Deliverables and Timeline for Execution

Shared Vision Consultants (SVC) shall assist the San Benito County department with updating the annual System Improvement Plan.

Shared Vision Consultants has been conducting the Peer Quality Case Review Process since 2001, including the integration of the CSA and Five year SIP process, as well as the new Peer Review process. Shared Vision Consultants has used the new guide to assist counties with implementing the California Department of Social Services and stakeholders' current vision for this process.

Following is a complete list of all project deliverables:

Deliverable	Description
SIP Progress consultation	Consultation with County Staff, CDSS and project staff, to discuss measures, outcomes and updates.
Data pulls research and review	Pull data and assist in data analysis.
SIP Progress Report writing	Assist in the writing of the SIP Progress Report Draft.
Revisions and Finalization of SIP Progress Report	Obtain Feedback, make revisions and finalize the SIP Progress report.

## Service Methodology

The Progress report will be prepared by CWS experts, in consultation with San Benito County CWS staff. Progress on outcome measures will be summarized, disseminated and discussed, with a goal of determining the effectiveness of current strategies.

## Pricing

The following table details the pricing for delivery of the services outlined in this proposal.



Services	Hours	Per Hour	Cost
SIP Progress consultation	5	\$130	\$ 650.
Data pulls research and review	5	\$130	\$ 650.
Writing SIP Progress Report	14	\$130	\$1820.
Revisions and Finalization of Progress Report	6	\$130	\$ 780.
<b>Total</b>	<b>30 hours</b>	<b>\$130</b>	<b>\$3,900</b>

## Resources

This project will be led by Lisa Molinar, President of Shared Vision Consultants and her team will complete this project by the milestone timeframes listed above.

## References

Angela Valdez, Program Administrator, Children’s Residential Program, Community Care Licensing Division  
[Angela.Valdez@dss.ca.gov](mailto:Angela.Valdez@dss.ca.gov)

Barrett Johnson, Former In-Service Director at CalSWEC and currently Manager in San Francisco County  
[Barrett.johnson@sfgov.org](mailto:Barrett.johnson@sfgov.org)

## Previous Program development and implementation

Shared Vision Consultants has been an integral part of assisting the state and counties with System Improvement Plans. Shared Vision Consultants recently facilitated and wrote a combination of the PR, CSA and SIP Reports for the Counties of San Benito, El Dorado, Santa Cruz, San Benito, San Joaquin, Tuolumne, Monterey, Stanislaus, Solano, Napa, Sacramento, Kern, San Mateo, Madera, Santa Clara, Napa, Marin, Sonoma, Los Angeles, San Diego, Alameda and Tulare.

Additional Program Development information available upon request.



# SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

## BOARD OF SUPERVISORS

MARGIE BARRIOS  
District One  
ANTHONY BOTELHO  
District Two  
ROBERT RIVAS  
District Three  
JERRY MUENZER  
District Four  
JAIME DE LA CRUZ  
District Five

**Item Number: 10.**

**MEETING DATE:** 2/21/2017

**DEPARTMENT:** HEALTH AND HUMAN SERVICES AGENCY

**DEPT HEAD/DIRECTOR:** James A. Rydingsword

**AGENDA ITEM PREPARER:** Enrique Arreola

**SBC DEPT FILE NUMBER:** 130

**SUBJECT:**

**HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**

Approve contract between the California Workforce Association and the San Benito County Workforce Development Board for the development of the Local Workforce Development Plan, in the amount not to exceed \$15,000.00; and authorize the Director of HHSA to sign the contract.  
SBC FILE NUMBER: 130

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

Under the federal Workforce Innovation and Opportunity Act (WIOA), the San Benito County Workforce Development Board (WDB) is required to submit a Local Workforce Development Plan. The WDB selected the California Workforce Association (CWA) as the consultant for the development of the Local Workforce Development Plan.

The purpose of the WDB is to set policy for the San Benito County workforce system in coordination with statewide workforce efforts. WDB promotes and fosters employment and training opportunities for the unemployed, the under-employed and other economically disadvantaged members of our community. The WDB conducts oversight of the San Benito County America's Job Center of California (AJCC) which provides employment and training activities for youth, adults and dislocated

workers. Through the establishment of AJCC's, the system offers residents the opportunity to maximize their employment potential through a variety of information and training services based upon individual needs and employers are provided with access to workers that will support economic growth by helping them compete in the global economy.

The consultant has two key roles in Local Plan preparation: overall project management, and stakeholder engagement. As project manager, the consultant will facilitate the effective contribution of all work teams to the successful preparation and timely delivery of the Local Plan. It will identify work or information gaps and ensure that any such gaps are closed. It will draft a Local Plan that is clear, coherent, focused and concise. In addition, the consultant will effect successful stakeholder engagement on behalf of the Board. It will identify key stakeholders—mandated and strategic—from partner agencies, local governments, service-area residents, the business community, and advocacy groups to include in the process, ensure their engagement and incorporate their input and feedback.

The Local Workforce Development Plan is to be submitted to the State by March 15, 2017. It is anticipated that SBC Board of Supervisors will review and approve the plan at their March 13th meeting.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

15,000

**STAFF RECOMMENDATION:**

Approve the contract between the CA Workforce Association and the San Benito County Workforce Development Board for the development of the Local Workforce Development Plan in the amount not to exceed \$15,000 and authorize the Director of HHS to sign the contract.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
CWA Contract	2/10/2017	Standard Contract

# CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and The California Workforce Association (CWA) ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on December 19, 2016, and end on June, 30, 2017, unless sooner terminated as specified herein.

2. **Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. **Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. **General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. **Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$300,000 each person; \$500,000 each accident; \$50,000 property damage for each accident

6. **Termination.**

The number of days of advance written notice required for termination of this contract is 30 days.

7. **Specific Terms and Conditions** (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.



**8. Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Enrique Arreola

Title: Deputy Director

Address: 1111 San Felipe Road, Suite 108

Hollister, CA 95023

Telephone No.: (831) 634-4918

Fax No.: (831) 637-9293

Contract Administrator for CONTRACTOR:

Name: Bob Lanter

Title: Executive Director

Address: 1107 9<sup>th</sup> Street, Suite 801

Sacramento, CA 95814

Telephone No.: (916) 325-1610

Fax No.: (916) 325-1618

**SIGNATURES**

APPROVED BY COUNTY:

\_\_\_\_\_

Name: James A. Rydingsword

Title: Director, HHSA

Date: \_\_\_\_\_

APPROVED BY CONTRACTOR:

  
\_\_\_\_\_

Name: Bob Lanter

Title: Executive Director

Tax I.D. or Social Security No.:

68-0100006

Date: 1/18/17

**APPROVED AS TO LEGAL FORM:**

Irma Valencia, San Benito County Counsel's Office

  
\_\_\_\_\_

By: Irma Valencia, Deputy County Counsel

Date: 2-10-17



## **ATTACHMENT A**

### **Scope of Services**

The CONTRACTOR shall provide, for the COUNTY'S benefit, the following services related to the development of the Workforce Innovation & Opportunity Act (WIOA) Workforce Development Local Plan for the San Benito County Workforce Development Board (WDB).

The consultant has two key roles in Local Plan preparation: overall project management, and stakeholder engagement. As project manager, the consultant is to facilitate the effective contribution of all work teams to the successful preparation and timely delivery of the Local Plan. It will identify work or information gaps and ensure that any such gaps are closed and will draft a Local Plan that is clear, coherent, focused and concise.

The consultant will effect successful stakeholder engagement on behalf of the Board. It will identify key stakeholders—mandated and strategic—from partner agencies, local governments, service-area residents, the business community, and advocacy groups to include in the process, ensure their engagement and incorporate their input and feedback.

The consultant will facilitate effective communication among all the work teams, including senior management, and with the governing board. It will focus planning efforts on developing and writing a Local Plan that not only meets the requirements of state WIOA authorities, but serves as an effective strategy map for the Board (both governing board and staff) to undertake transformations that may be necessary to ensure that it is as successful as it can be in meeting both the mandate and the challenge of WIOA to serve this community's workforce development needs in the evolving economy.

#### **A. Timeline**

Project Management and Engagement Plans – 12/22/16

Local Plan First Draft - 1/11/17

Local Stakeholder Engagement Meeting - On or around 1/20/16

Local Plan Second Draft - 1/26/17

Governing (WDB) Board Review and Comments - 1/27/17-2/1/17

30-day Public Comment Period - 2/3/17 – 3/3/17

Final Draft to San Benito County, with Comments incorporated – 3/13/17

Submit Plans to State Board - 3/15/17

**END OF ATTACHMENT A**

**ATTACHMENT B**  
Payment Schedule

**B-1. BILLING**

Charges for services pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum of \$ \_\_\_\_\_, or
- a total sum not to exceed \$15,000.

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS: (check one)**

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply. (Specify)

Contractor shall be paid on a cost reimbursement monthly basis for the period of December 19, 2016 – June 30, 2017. Invoices will be submitted by the 5<sup>th</sup> of every month to the attention of:

Enrique Arreola  
Community Services and Workforce Development  
1111 San Felipe Road, Suite 108  
Hollister, CA 95023

## ATTACHMENT C General Terms and Conditions

### C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

### C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

### C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### **C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

**C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

**C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

**C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

**C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

**C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

**C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

**C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

**C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

**C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

**C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

**C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

**C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also



represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**

## ATTACHMENT D

### COMMUNITY SERVICES & WORKFORCE DEVELOPMENT

#### **D-1. CONTRACTOR'S Assurances and Certification.**

CONTRACTOR assures and certifies the following provisions:

- D-1.1 None of the officers of CONTRACTOR have been convicted of fraud or misappropriation of funds within the last two (2) years (FEMA/UIC 15051(b)). CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals are not/have not been debarred, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency. CONTRACTOR assures that it is licensed in good standing in California and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible.
- D-1.2 Paragraph C-1 is void. Instead, CONTRACTOR agrees to indemnify, defend and save harmless COUNTY and COUNTY'S officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, CONTRACTOR'S performance under this contract. CONTRACTOR'S performance includes CONTRACTOR'S action or inaction, or the action or inaction of CONTRACTOR'S officers and employees. CONTRACTOR also agrees to indemnify, defend and save harmless COUNTY and COUNTY'S officers and employees, from and against, any and all claims and losses whatsoever arising out of, or in any way related to the actions or inactions of CONTRACTOR'S sub-contractors or any other person, corporation or entity furnishing or supplying work, services, materials, or supplies to CONTRACTOR in connection with CONTRACTOR'S performance of this contract. The claims or losses referred to in the paragraph include, but are not limited to, claims for property damage, personal injury, death, and any legal expenses, such as attorneys' fees, court costs, investigation costs and expert fee, incurred by COUNTY in connection with such claims or losses.
- D-1.3 As specified in paragraph C-16, this contract contains the entire contract of the parties and supersedes all negotiations and any other contract between them. As further specified in paragraph C-8, this contract is not intended to and shall not be interpreted to create the relationship of agent, servant, employee, partnership, joint venture or association between COUNTY and CONTRACTOR.
- D-1.4 In addition to the insurance requirements specified elsewhere in this contract, CONTRACTOR shall obtain and maintain in force during the term of this contract, the following minimum insurance coverage:
- a. Property damage coverage for a \$100,000 minimum.
  - b. Workers' compensation insurance which complies with the provisions of the California labor code for WIA participants or medical and accident insurance at least equivalent to workers' compensation insurance for any WIOA participants not qualifying as "employed".

CONTRACTOR shall file with COUNTY proof of insurance coverage as required by this contract before any payments under this contract are made by COUNTY.

- D-1.5 CONTRACTOR shall participate in, and be bound by, the requirements of the Workforce Innovation and Opportunity Act (WIOA) and with the regulations and policies promulgated thereunder.
- D-1.6 If the regulations promulgated pursuant to WIOA are amended or revised, CONTRACTOR shall comply with the changes or will notify COUNTY within thirty (30) days that CONTRACTOR cannot so conform.
- D-1.7 CONTRACTOR will comply fully with the nondiscrimination and equal opportunity provisions of WIOA, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR-chapter 60); and Title IX of the Education Amendments of 1972, as amended; as well as with all applicable requirements imposed by or pursuant to regulations implementing those laws. CONTRACTOR understands the United States has the right to seek judicial enforcement of this assurance, and CONTRACTOR consents to such enforcement.
- D-1.8 CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964. The act in pertinent part provides that no person in the United States shall, on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance. CONTRACTOR shall immediately take any measures necessary to give effect to Title VI.
- D-1.9 CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964 which in pertinent part prohibits employment discrimination where (1) the primary purpose of a contract or subcontract is to provide employment, or (2) discriminatory employment practices will result in unequal treatment of a person who is or should be benefiting from the activity aided pursuant to the contract.
- D-1.10 CONTRACTOR or any person with responsibilities in the operation of any program under this contract shall not discriminate with respect to any program client or any applicant for participation in such program because of race, creed, national origin, sex, political affiliation or beliefs.
- D-1.11 CONTRACTOR will also comply with the provisions of the Hatch Act, if applicable, and the provisions of the WIA, which provisions limit involvement in political affiliation activities.
- D-1.12 CONTRACTOR will assure that any activities funded by this contract shall not involve any political activity.
- D-1.13 CONTRACTOR shall assure that CONTRACTOR'S employees shall be compensated at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary of Labor. In no event shall those rates be less than those specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or those specified under the applicable State or local minimum wage law, whichever rates are higher.
- D-1.14 CONTRACTOR shall assure that all services and activities provided under this contract will be administered by or under the supervision of the CONTRACTOR.

- D-1.15 CONTRACTOR shall assure that appropriate standards for health and safety in the workplace and in training situations will be maintained.
- D-1.16 CONTRACTOR agrees that all conditions of the employment of or training of the job applicants referred to CONTRACTOR by COUNTY are appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the applicant.
- D-1.17 CONTRACTOR assures the CONTRACTOR is licensed by all appropriate state and local government agencies to perform the services covered by this contract and that CONTRACTOR maintains all required permits for these services.
- D-1.18 CONTRACTOR agrees to permit the Workforce Development Area, including the State Department of Labor, Controller General of the United States or any of their duly authorized representatives, access to records pertaining to this contract including fiscal payments, participant timesheets and attendance records. CONTRACTOR agrees to maintain these records on file for a minimum of four (4) years after the closure of this contract. This paragraph does not supersede the obligations imposed by paragraphs C-5 and C-6, but is merely supplemental thereto.
- D-1.19 CONTRACTOR assures that training participants, which may be covered by this contract, will not engage in sectarian activities while in training through WIA.
- D-1.20 CONTRACTOR, if CONTRACTOR is an institution of higher learning, a non-profit organization, or a governmental entity, hereby agrees to perform an audit as prescribed in OMB Circular A-133 or A-128 as appropriate and to provide a copy of the audit to COUNTY. CONTRACTOR, if CONTRACTOR is a commercial organization, agrees to perform necessary audits as appropriate and submit such audit to COUNTY. Additionally, CONTRACTOR agrees to allow auditors provided by COUNTY access to all records pertaining to this contract. This paragraph does not supersede the obligations imposed by paragraphs C-5 and C-6, but is merely supplemental thereto.
- D-1.21 CONTRACTOR agrees that the COUNTY, State, and the Department of Labor shall have unlimited rights to any data produced as a result of this contract.
- D-1.22 CONTRACTOR assures and certifies the CONTRACTOR will or will continue to provide a drug-free workplace as required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610. CONTRACTOR'S authorized Contract Administrator, in signing this document, certifies that he/she has read and is in compliance with all terms and conditions required for certification.

## **D-2 Additional Stipulations Of This Contract**

- D-2.1 No alteration or variation of the terms of this contract shall be valid unless made in writing in the form of an amendment and signed by both parties.
- D-2.2 In the event that CONTRACTOR violates or breaches any term of this contract, COUNTY shall be entitled to pursue any contractual remedies, legal (e.g., damages) or equitable (e.g., specific performance or declaratory relief), as such remedies may be

determined appropriate under the circumstances pursuant to the recommendation of County Counsel.

- D-2.3 This contract is contingent upon COUNTY receiving WIOA funds from the State in the amount sufficient for COUNTY to conduct the program of which this contract is a part.
- D-2.4 All reports and other materials collected or produced by the CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, State, and the Department of Labor, and shall not be subject to any copyright claimed by CONTRACTOR or patent rights with respect to any discovery of invention which arises or is developed in the course of this contract. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR without the prior written consent of COUNTY is prohibited. This provision supplements the obligations imposed by paragraph C-7.
- D-2.5 CONTRACTOR shall comply with all provisions of the Americans with Disabilities Act (ADA) of 1990.
- D-2.6 If applicable, CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- D-2.7 CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat 871).
- D-2.8 CONTRACTOR shall submit reports to COUNTY, as required by 29CFR Section 97.36(i)(7), and will maintain records to provide access to them as necessary for review to assure that funds are being expended in accordance with the provisions of the Workforce Innovation and Opportunity Act, including records that will assist in determining the extent to which the program meets the needs of eligible participants.



# SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

## BOARD OF SUPERVISORS

MARGIE BARRIOS  
District One  
ANTHONY BOTELHO  
District Two  
ROBERT RIVAS  
District Three  
JERRY MUENZER  
District Four  
JAIME DE LA CRUZ  
District Five

**Item Number: 11.**

**MEETING DATE:** 2/21/2017

**DEPARTMENT:** HEALTH AND HUMAN SERVICES AGENCY

**DEPT HEAD/DIRECTOR:** James Rydingsword

**AGENDA ITEM PREPARER:** Cynthia Larca

**SBC DEPT FILE NUMBER:** 130

**SUBJECT:**

**HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**

Approve the Addition of 3 full time Eligibility Worker positions, 1 full time Office Assistant and 6 Limited Term Eligibility Worker positions in Health & Human Services Agency.

SBC FILE NUMBER: 130

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

See Staff Report

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

221.80.2285.1000

**CURRENT FY COST:**

\$470,000

**STAFF RECOMMENDATION:**

It is requested that your Board 1)Approve the addition of 6.0 FTE Limited Term Eligibility Workers , 2) Approve the addition of 3.0 FTE full time Eligibility Workers , 3) Approve addition on 1.0 FTE Office Assistant position as outlined the staff report.

**ADDITIONAL PERSONNEL:** Yes

**BOARD ACTION RESULTS:**

**ATTACHMENTS:**

Description

HSA EW Positions-Staff Report

Upload Date

2/13/2017

Type

Backup Material





# SAN BENITO COUNTY

**JAMES A. RYDINGSWORD, MPA**  
**DIRECTOR**

HEALTH & HUMAN SERVICES AGENCY

1111 San Felipe Road, #206  
Hollister, California 95023  
831-636-4180 – Human Services  
831-636-4190 – Protective Services  
831-630-5120 – Staff Services

February 1, 2017

TO: San Benito County Board of Supervisors

From: James Rydingsword

Re: Request for additional positions

The Health and Human Services Agency provides a wide array of public assistance benefits to the residents of San Benito County. Currently there are 15,902 individuals on Medi-Cal and all the changes are processed by thirty (30) Eligibility Workers. During the budget process for fiscal year 2016-2017 the Health & Human Services Agency (HHSA) requested two (2) additional Eligibility Worker positions. This request was denied. Since January 2016, the HHSA has hired and promoted thirteen (13) staff, separated four (4) and hired eight (8) as of January 9, 2017. During the last fiscal year, HHSA added a Staff Services Analyst position for Staff Development and to conduct the Eligibility Worker (EW) induction training in-house. The induction portion of the training process takes approximately three (3) months and then another three (3) months of closely supervised on the job training. This turn over and length of the training process has exacerbated the issue of past due applications and renewals, such that HHSA has already worked a significant amount of overtime. During the FY15/16 fiscal year overtime was mandated at 16 hours a month for all eligibility staff. During this fiscal year overtime was switched to a voluntary system with limited participation. Current staffing levels indicate that the need for overtime will persist for the foreseeable future.

HHSA has reorganized the CalWORKs division to separate eligibility functions from welfare to work and job readiness functions. This shift will allow staff to focus on a primary task, such as the clients' job readiness and self-sufficiency, instead of the entire eligibility and case work process. In doing so HHSA has found that previously requested two (2) EW positions are indeed necessary and key to reaching and maintaining current status on the caseload.

HHSA is also requesting to add six (6) limited term Eligibility Worker I/II positions. In accordance with San Benito County Personnel Policy (Rule 1 Section H 4. A.), these six positions will be limited to no more than six months in any fiscal year. These limited term positions will allow for the increase in staff needed to help eliminate the backlog (total 486 applications past due) and keep the work load current going forward. Further, as attrition occurs the HHSA would be in a position to swiftly transition an EW into regular positions as they are vacated. Statistics also show that the Medi-Cal case load

**PUBLIC HEALTH SERVICES**  
439 Fourth Street  
Hollister, CA 95023  
831-637-5367

**COMMUNITY SERVICE & WORKFORCE DEVELOPMENT**  
1111 San Felipe Road, Ste.107  
Hollister, CA 95023  
831-637-9293

**ENVIRONMENTAL HEALTH SERVICES**  
1111 San Felipe Road, Ste 102  
Hollister, CA 95023  
831-636-4035

**MIGRANT CENTER**  
3235 Southside Road  
Hollister, CA 95023  
831-637-7913



# SAN BENITO COUNTY

**JAMES A. RYDINGSWORD, MPA  
DIRECTOR**

HEALTH & HUMAN SERVICES AGENCY

1111 San Felipe Road, #206  
Hollister, California 95023  
831-636-4180 – Human Services  
831-636-4190 – Protective Services  
831-630-5120 – Staff Services

has steadily increased in the past 12 months at just over 8% (Dec 2015 - 7,364 cases & Dec 2016 – 8,013 cases).

The CalWORKs shift and the addition of limited term staff will also result in the need for one additional lead staff at the EW III level and one additional support staff at the Office Assistant II level. These two positions are requested at permanent full time status.

The HHS analysis of time study data has shown that over the most recent twelve months (Calendar 2016) the HHS had an average of 39.75 positions filled of the 50 total authorized for eligibility functions; with four (4) positions on some type of “leave” at any given point in time. Considering various absences and vacancies (currently 6) the HHS is averaging only 5,000 of the possible 8,000 hours, per time study month, in time costs to reimbursable programs. The turnover rate during 2016 for Eligibility Workers alone is 22%. The difference of 3,000 hours per month equates to 36,000 hours per year of lost time that could otherwise be charged to reimbursable programs. Given that there are 2,080 hours per year per employee, the 36,000 hours calculates to almost 17.3 FTE. The addition of four (4) permanent full time positions and six (6) limited term position is a start to begin to gain ground on lost productivity.

Administrative cost claims have shown that as of the end of the first quarter of this fiscal year (09/30/16) HHS is 23% spent which is just below the target of 25% expenditure to the Medi-Cal Administrative allocation. This is reflective of the amount of overtime spent and 40 eligibility workers employed. The second quarter time study (November 2016) is 38 eligibility workers and a much higher number of non-productive hours which will result in an even lower percent to target for reimbursable costs.

The most recent information on the State budget confirms that the funding for Medi-Cal Administration remains at the current fiscal year amount. While the direction of our clients’ health care is unknown at this time, the current program requirements for processing applications and renewals remains in place.

In summation HHS is requesting the following additional staff positions:

- 1 Full time Office Assistant @ \$45,000
- 2 Full time Eligibility Worker I/II @ \$70,000 each
- 1 Full time Eligibility Worker III @ \$75,000
- 6 Full time limited term (6 months) Eligibility Worker I/II @ \$35,000 each

Total additional staff costs to be claimed for reimbursement is approximately \$470,000. These funds will be reimbursed by State and Federal Social Services allocations as well as Realignment funding. There is no effect to the County General Fund.

**PUBLIC HEALTH  
SERVICES**  
439 Fourth Street  
Hollister, CA 95023  
831-637-5367

**COMMUNITY SERVICE &  
WORKFORCE DEVELOPMENT**  
1111 San Felipe Road, Ste.107  
Hollister, CA 95023  
831-637-9293

**ENVIRONMENTAL  
HEALTH SERVICES**  
1111 San Felipe Road, Ste 102  
Hollister, CA 95023  
831-636-4035

**MIGRANT  
CENTER**  
3235 Southside Road  
Hollister, CA 95023  
831-637-7913



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 12.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY**

**DEPT HEAD/DIRECTOR: James A. Rydingsword**

**AGENDA ITEM PREPARER: Enrique Arreola**

**SBC DEPT FILE NUMBER: 130**

**SUBJECT:**

**HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**

Adopt Resolution approving and authorizing submission of the 2017 Parks Related Grant application through the California Department of Housing and Community Development (HCD).

SBC FILE NUMBER: 130

RESOLUTION NO: 2017-21

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

CSWD requests adoption of a resolution to accept the Parks Related Grant application through the California Department of Housing & Community Development to make facility improvements at the Migrant Center.

The application from the County of San Benito Health and Human Services Agency (HHS) is requesting funding of up to \$150,000 for the Housing Parks NOFA to rehabilitate the two parks at the San Benito County Migrant Center. The County of San Benito is eligible based on their prior approval of a new construction project named the Buena Vista Apartments as developed by

CHISPA, Inc., that will provide housing opportunities to lower income families in addition to having an adopted Local Housing Element approved by HCD.

The San Benito Migrant Center is a facility that serves Migrant seasonal farm workers. Over the years, the Migrant Center has had enormous wear and especially the two on-site parks. These two parks certainly need to be rehabilitated for use and enjoyment by Migrant farm labor families during the migrant season of May through November.

**BUDGETED:**

No

**SBC BUDGET LINE ITEM NUMBER:**

N/A

**CURRENT FY COST:**

N/A

**STAFF RECOMMENDATION:**

- 1) Adopt Resolution approving the submission of the 2016 Parks Related grant application in an amount not to exceed \$150,000.
- 2) Authorize the Chair to sign the Resolution.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
HRP Grant Application	2/10/2017	Other
HRP Resolution	2/10/2017	Resolution



**Department of Housing and Community Development**  
**HOUSING-RELATED PARKS PROGRAM**

Grant Application  
**2016 Designated Program Year NOFA**

**Applicant Information**

Applicant:	San Benito County Health and Human Services Agency (HHS)		
Mailing Address:	1111 San Felipe Road - Suite 208		
City:	Hollister		
State:	California	Zip Code:	95023-2814
County:	San Benito County		
Website:	www.cosb.us		
Authorized Representative Name:	Mr. James A. Rydingsword, HHS Director		
Authorized Representative Title:			
Phone:	(831) 637-4180	Fax:	(831) 637-9754
Email:	jrydingsword@cosb.us		
Contact Person Name:	Mr. Enrique Arreola, Deputy Director - CSWD		
Contact Person Title:	Mr. James A. Rydingsword, HHS Director		
Phone:	(831) 637-4180	Fax:	(831) 637-9754
Email:	earreola@cosb.us		

**Applicant Certification**

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the HRP Program, the San Benito County Health and Human Services Agency (HHS) assumes the responsibilities specified in the HRP Program Notice of Funding Availability and Program Guidelines and certifies that the information, statements, and attachments contained in this application are, to the best of my knowledge and belief, true and correct.

Signature: \_\_\_\_\_ Name: James A. Rydingsword

Date: February 21, 2017 Title: Director of HHS

*Updated November 2016*



## Legislative Information

Please list all representatives for the City/County. Attach additional sheets if necessary.  
Legislative information is available at <http://www.leginfo.ca.gov>.

Applicant: San Benito County Health and Human Services Agency (HHS)

	District	Legislator Name
Federal Congressional District:	20	Jimmy Panetta
State Assembly District:	30	Anna Caballero
State Senate District:	12	Anthony Canella

## Eligibility Threshold Requirements

Applicant: San Benito County Health and Human Services Agency (HHS)

### 1. HOUSING ELEMENT COMPLIANCE

Does the applicant have an adopted housing element which has been found to be in substantial compliance with Housing Element Law pursuant to Government Code Section 65585 which was submitted to the Department by the issuance date of the NOFA?

YES      Date of HCD Review Letter: 04/21/16       NO

### 2. ELIGIBLE UNITS

Did the applicant issue building permits or certificates of occupancy for Eligible Units during the Designated Program Year 2016 which meet the affordability requirements for extremely low-, very low- or low-income households?

2010       2011       2012       2013       2014       2015

### 3. ANNUAL PROGRESS REPORT SUBMITTAL

Has the applicant submitted to the Department the Annual Progress Report (APR) for the applicable calendar years, pursuant to Government Code Section 65400, on the jurisdiction's progress in implementing the housing element prior to February 23, 2016?

*For example: applicants must submit the 2013 APR in order to be eligible to receive funding for Eligible Units from 2014. To receive funding for 2013 Eligible Units, the 2012 APR must be submitted to the Department.. Please refer to the chart below:*

Eligible Units from:	APR	Date Submitted
January 1- December 31, 2010	<input type="checkbox"/> 2009 CY Report	
January 1- December 31, 2011	<input type="checkbox"/> 2010 CY Report	
January 1- December 31, 2012	<input type="checkbox"/> 2011 CY Report	
January 1- December 31, 2013	<input type="checkbox"/> 2012 CY Report	
January 1- December 31, 2014	<input type="checkbox"/> 2013 CY Report	
January 1- December 31, 2015	<input type="checkbox"/> 2014 CY Report	
January 1- December 31, 2016	<input checked="" type="checkbox"/> 2015 CY Report	

### 4. MINIMUM GRANT AMOUNT

Does the applicant meet the minimum grant amount of \$75,000, including any bonus awards, based on Eligible Units from the 2016 Designated Program Year?

YES       NO

**Note: If the applicant has answered NO to any of the questions above, the application will not be reviewed further and the applicant is ineligible for funding.**



## Park and Recreation Facility (Park Project) Description

Applicant:	San Benito County Health and Human Services Agency (HHS)		
Park Project Name:	San Benito Migrant Labor Camp		
Type of Park Project:	Creation <input type="checkbox"/>	Development <input type="checkbox"/>	Rehabilitation <input checked="" type="checkbox"/>
Park Project Location (include address, if known, or otherwise indicate nearest intersection): 3220 Southside Road, Hollister, CA 95023			
Park Project Census Tract: <small>(please use 11-digit census tract number as detailed in instructions)</small>	06-069-000801		
Senate & Assembly District for Park Project Location:	Senate District:	12	
	Assembly District:	30	
Park Project Summary:			
The County of San Benito Migrant Labor Camp has on-site Park facilities that are in need of significant physical improvements as the existing facilities are old, blighted and unattractive for use by residents and children of the camp. The camp operates from April to November while the Camp is used as an overnight warming shelter during the winter season. The Park upgrade would fit improvements already made to the			
Will the Park Project be in support of any Infill developments, as described in Section 106(F)? * If so, please name at least one development and indicate the development status (indicate N/A if not applicable) <b>OR</b> Does the jurisdiction's adopted General Plan conform to the region's adopted Regional Blueprint Plan? If so, please complete the Regional Blueprint Bonus Coversheet (next tab) and attach supporting documentation as required.			
Infill-Supporting		<b>OR</b>	If claiming Infill-Supporting, provide name/address of at least one infill development and status:
NO	YES		Regional Blueprint
<input type="checkbox"/>	<input checked="" type="checkbox"/>		NO
There is one existing infill residential subdivision development named Riverview Estates off Hospital Road within walking distance from the Migrant Labor Camp Park			
Will the Park be located within a Disadvantaged Community, as described in Section 106(D)? * Please note: to receive bonus funds the application must include supporting documentation.			
YES	NO	The applicant's determination of low and moderate data did not support this item.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Will the Park be located within a Park-Deficient Community, as described in Section 106(E)? * Please note: to receive bonus funds the application must include supporting documentation.			
YES	NO	See attached CA Parks Report that shows zero parks for the community.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>		

### Project Cost Breakdown and Other Funding Sources

Project Cost				
Subproject	Estimated Cost		Subproject	Estimated Cost
Improvements Area One	\$25,000.00		Improvements Area Two	\$25,000.00
Equipment	\$5,000.00		5,000	
Soft Costs	\$5,000.00		5,000	\$10,000.00
<b>Total Project Cost:</b>				<b>\$70,000.00</b>

### Other Funding Sources

Name of Source	Dollar Amount		Name of Source	Dollar Amount
None				
<b>Total Other Funds</b>				

\* Applicable Bonus Funds as detailed in Section 106 of the Program Guidelines  
2016 DPY Housing-Related Parks Program Application



## Regional Blueprint Conformance

Applicant: San Benito County Health and Human Services Agency (HHS)

The applicant must demonstrate that it has conformed applicable sections of its adopted General Plan, including the land use and open space elements, to the land use provisions of the applicable adopted Regional Blueprint Plan. The documentation must include ALL of the following, in a manner specific to the grant application for the proposed park improvements:

- Copies of relevant text, diagrams, or maps from both the General Plan and Regional Blueprint Plan;
- A resolution from the elected body of the applicant jurisdiction describing the basis of conformity between the two plans; and
- A letter or resolution from the Council of Governments (COG) having jurisdiction over the Regional Blueprint Plan attesting to the conformity of the general plan with the adopted Regional Blueprint Plan.

## Comprehensive Unit Listing

Applicant: San Benito County Health and Human Services Agency (HHSA)

Please provide a listing, by unique project identifier used in the Housing Project Cover Sheet, of all units contained in this application. The Department will use this listing in both reviewing the application to determine eligibility of each project and calculating the final grant award amount. There should be a separate line entry for each of the Housing Project Cover Sheets included in the application. Please list the projects in the same order as they appear in the application to facilitate the application review process.

*\*\*If necessary, please add additional rows to accommodate all eligible projects but be sure to copy formatting to carry forward associated formulas\*\**

Project Cover Sheet #	Project Name/Identifier from Housing Project Cover Sheet	Unit Count							Base Award Amount	Bonus Awards					TOTAL Total Award Amount	
		A # of ELI units	B # VL units	C # of L units	D # of ELI bedrooms	E # of VL bedrooms	F # of L bedrooms	G Total # of bedrooms		New Construction Units?	Infill Units?	Infill-Supporting/Regional Blueprint?	Park-Deficient Community?	Disadvantaged Community?		Total Bonus Funds
	SAMPLE PROJECT	1	24	30	3	50	31	84	\$56,000	No	No	Yes	No	No	\$8,400	\$64,400
1	Buena Vista Apartments	5	18	17	10	36	41	87	\$57,500	Yes	Yes	No	Yes	No	\$91,350	\$148,850
2								0	\$0						\$0	\$0
3								0	\$0						\$0	\$0
4								0	\$0						\$0	\$0
5								0	\$0						\$0	\$0
6								0	\$0						\$0	\$0
7								0	\$0						\$0	\$0
8								0	\$0						\$0	\$0
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27								0	\$0						\$0	\$0
<b>TOTAL</b>		<b>5</b>	<b>18</b>	<b>17</b>	<b>10</b>	<b>36</b>	<b>41</b>	<b>87</b>	<b>\$57,500</b>						<b>\$91,350</b>	<b>\$148,850</b>



## Housing Project Cover Sheet - 1

**\*\*\* Please complete and submit a separate Project Cover Sheet for each Residential Project \*\*\***

Applicant:	San Benito County Health and Human Services Agency (HHSA)		
Project Name, Address and/or other Identifier: (please note, it is critical that project identifier is consistent or readily identifiable across all required documentation)	Buena Vista Apartments		
Type of Project:	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Substantial Rehabilitation, Conversion, or Preservation* *Note: Applicant must also fill out Housing Project Attachment		
Building Permit(s) Issuance Date(s): (for new construction units)	Issued on November 30, 2015 from County of San Benito		
Date(s) of Certificate(s) of Occupancy: (units rehabilitated, converted, or preserved)	May of 2017		
Are Eligible Units considered Infill, pursuant to Section 106(C)(1)-(3)?			
If yes, please identify how units determined to be infill (refer to Section 106(C) of Program Guidelines) and include supporting documentation.	<input type="checkbox"/> site previously developed <input type="checkbox"/> 75 percent of perimeter adjoins parcels currently developed with urban uses		

### Affordability Documentation (Mark appropriate box and provide supporting documentation)

<b>Rental Units</b>	
<input checked="" type="checkbox"/> Deed-Restricted	
Method of Restriction/ Type of Subsidy Used:	Deed Restriction for 55 Years - Type of Subsidy: HOME, MHSA and TTAC
Length of Deed Restriction:	55 years *Rental units must be restricted for a minimum of 55 years except for preservation which requires 40 years.
<b>Ownership Units</b>	
<input type="checkbox"/> Deed-Restricted	
Method of Restriction/ Type of Subsidy Used:	
Length of Deed Restriction:	*Ownership units must be restricted for a minimum of 20 years
<input type="checkbox"/> Non-Restricted Units	
Sales Price & Initial Occupant's Income	
* Please note if counting non-restricted ownership units, supporting documentation must include both the initial sales price and household income of initial occupant considering household size.	

### Project Summary Table

#### Number of Bedrooms By Unit Type and Affordability

*Extremely Low-Income Units		Unit Type	Very Low-Income Units		Unit Type	Low-Income Units	
Number of Units	Total Bdrms		Number of Units	Total Bdrms		Number of Units	Total Bdrms
	0	Studio		0	Studio		0
1	1	1-Bed	1	1	1-Bed	1	1
2	4	2-Bed	14	28	2-Bed	8	16
2	6	3-Bed	2	6	3-Bed	8	24
	0	4-Bed		0	4-Bed		0
	0	5-Bed		0	5-Bed		0
5	11	Totals	17	35	Totals	17	41

### Project Description:

The Buena Vista Apartments is a new construction 40 unit family rental project with one manager's unit and 78 parking spaces. The project was developed by a non-profit, CHISPA, on a 2.35 acre vacant site annexed from San Benito County into the City of Hollister. The Project received \$1,000,000 in Home Funds and \$535,000 in MHSA funds from the County. Construction will be completed in April, 2017 and occupancy will begin in May, 2017. 1000



## Housing Project Attachment- 1 Units Rehabilitated, Converted or Preserved

\*\*\* This form is NOT required for new construction projects \*\*\*

Applicant:	San Benito County Health and Human Services Agency (HHSA)
Project Name, Address and/or other Identifier: (please note, it is critical that project identifier is consistent or readily identifiable across all required documentation)	Not applicable

### General Requirements

- Is the local government providing, or did it provide "committed assistance" for this project?     YES     NO
- Identify the specific type and date of "committed assistance."  
   Type: \_\_\_\_\_  
           Date: \_\_\_\_\_
- Relocation Assistance Provided?     YES     NO

If no relocation assistance provided, why?

**NOTE: The applicant must meet these general requirements in addition to the requirements detailed below to be eligible to receive funding for units substantially rehabilitated, converted, or preserved.**

### Project Type

**Mark appropriate box and provide supporting documentation for each of the bullets listed under the heading.**

#### Substantial Rehabilitation

- The rehabilitation resulted in a net increase in the number of housing units available and affordable to very low- and low-income households.
- Units were at imminent risk of loss to the housing stock or determined to be unfit for human habitation. For example, units were at-risk of being demolished or removed from the housing stock without the necessary rehabilitation.
- If the units were previously occupied, the local government provided relocation assistance consistent with Government Code 7260 or Health and Safety Code Section 17975 and tenants were given the right to reoccupy the units.

#### Conversion of Units or Foreclosed Properties from Non-Affordable to Affordable

- Type of Units Converted:
  - Multifamily rental units (must be 3 or more units)
  - Multifamily ownership units
  - Foreclosed properties acquired
- If the units were previously occupied, the local government provided relocation assistance consistent with Government Code 7260 or Health and Safety Code Section 17975.

#### Preservation of Affordable Units

- Units were located within an "assisted housing development" as defined in Government Code Section 65863.10(a)(3) and/or restricted to income-qualified households at the time the units were identified for preservation.
- Units were at imminent risk of loss to the affordable housing stock.



## Housing Project Cover Sheet - 2

**\*\*\* Please complete and submit a separate Project Cover Sheet for each Residential Project \*\*\***

Applicant:	San Benito County Health and Human Services Agency (HHSA)		
Project Name, Address and/or other Identifier: (please note, it is critical that project identifier is consistent or readily identifiable across all required documentation)			
Type of Project:	<input type="checkbox"/> New Construction <input type="checkbox"/> Substantial Rehabilitation, Conversion, or Preservation* *Note: Applicant must also fill out Housing Project Attachment		
Building Permit(s) Issuance Date(s): (for new construction units)			
Date(s) of Certificate(s) of Occupancy: (units rehabilitated, converted, or preserved)			
Are Eligible Units considered Infill, pursuant to Section 106(C)(1)-(3)?			
If yes, please identify how units determined to be infill (refer to Section 106(C) of Program Guidelines) and include supporting documentation.	<input type="checkbox"/> site previously developed <input type="checkbox"/> 75 percent of perimeter adjoins parcels currently developed with urban uses		

### Affordability Documentation (Mark appropriate box and provide supporting documentation)

<b>Rental Units</b>	
<input checked="" type="checkbox"/> Deed-Restricted	
Method of Restriction/ Type of Subsidy Used:	
Length of Deed Restriction:	
*Rental units must be restricted for a minimum of 55 years except for preservation which requires 40 years.	
<b>Ownership Units</b>	
<input type="checkbox"/> Deed-Restricted	
Method of Restriction/ Type of Subsidy Used:	
Length of Deed Restriction:	
*Ownership units must be restricted for a minimum of 20 years	
<input type="checkbox"/> Non-Restricted Units	
Sales Price & Initial Occupant's Income	
* Please note if counting non-restricted ownership units, supporting documentation must include both the initial sales price and household income of initial occupant considering household size.	

### Project Summary Table

#### Number of Bedrooms By Unit Type and Affordability

*Extremely Low-Income Units		Unit Type	Very Low-Income Units		Unit Type	Low-Income Units	
Number of Units	Total Bdrms		Number of Units	Total Bdrms		Number of Units	Total Bdrms
0	0	Studio	0	0	Studio	0	0
0	0	1-Bed	0	0	1-Bed	0	0
0	0	2-Bed	0	0	2-Bed	0	0
0	0	3-Bed	0	0	3-Bed	0	0
0	0	4-Bed	0	0	4-Bed	0	0
0	0	5-Bed	0	0	5-Bed	0	0
0	0	Totals	0	0	Totals	0	0

### Project Description:



## Housing Project Cover Sheet - 3

**\*\*\* Please complete and submit a separate Project Cover Sheet for each Residential Project \*\*\***

Applicant:	San Benito County Health and Human Services Agency (HHSA)		
Project Name, Address and/or other Identifier: (please note, it is critical that project identifier is consistent or readily identifiable across all required documentation)			
Type of Project:	<input type="checkbox"/> New Construction <input type="checkbox"/> Substantial Rehabilitation, Conversion, or Preservation* *Note: Applicant must also fill out Housing Project Attachment		
Building Permit(s) Issuance Date(s): (for new construction units)			
Date(s) of Certificate(s) of Occupancy: (units rehabilitated, converted, or preserved)			
Are Eligible Units considered Infill, pursuant to Section 106(C)(1)-(3)?			
If yes, please identify how units determined to be infill (refer to Section 106(C) of Program Guidelines) and include supporting documentation.		<input type="checkbox"/> site previously developed <input type="checkbox"/> 75 percent of perimeter adjoins parcels currently developed with urban uses	

### Affordability Documentation (Mark appropriate box and provide supporting documentation)

**Rental Units**

Deed-Restricted  
 Method of Restriction/ Type of Subsidy Used:

Length of Deed Restriction:  \*Rental units must be restricted for a minimum of 55 years except for preservation which requires 40 years.

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**Ownership Units**

Deed-Restricted  
 Method of Restriction/ Type of Subsidy Used:

Length of Deed Restriction:  \*Ownership units must be restricted for a minimum of 20 years

Non-Restricted Units  
 Sales Price & Initial Occupant's Income:

\* Please note if counting non-restricted ownership units, supporting documentation must include both the initial sales price and household income of initial occupant considering household size.

Project Summary Table							
Number of Bedrooms By Unit Type and Affordability							
*Extremely Low-Income Units		Unit Type	Very Low-Income Units		Unit Type	Low-Income Units	
Number of Units	Total Bdrms		Number of Units	Total Bdrms		Number of Units	Total Bdrms
	0	Studio		0	Studio		0
	0	1-Bed		0	1-Bed		0
	0	2-Bed		0	2-Bed		0
	0	3-Bed		0	3-Bed		0
	0	4-Bed		0	4-Bed		0
	0	5-Bed		0	5-Bed		0
0	0	Totals	0	0	Totals	0	0

**Project Description:**

<Enter Project Description Here>



**Housing Project Attachment- 3  
Units Rehabilitated, Converted or Preserved**

**\*\*\* This form is NOT required for new construction projects \*\*\***

Applicant:	San Benito County Health and Human Services Agency (HHSA)
Project Name, Address and/or other Identifier: (please note, it is critical that project identifier is consistent or readily identifiable across all required documentation)	

**General Requirements**

- Is the local government providing, or did it provide "committed assistance" for this project?     YES     NO
- Identify the specific type and date of "committed assistance."  
 Type: \_\_\_\_\_  
 Date: \_\_\_\_\_
- Relocation Assistance Provided?     YES     NO  
 If no relocation assistance provided, why?

**NOTE: The applicant must meet these general requirements in addition to the requirements detailed below to be eligible to receive funding for units substantially rehabilitated, converted, or preserved.**

**Project Type**

*Mark appropriate box and provide supporting documentation for each of the bullets listed under the heading.*

<input type="checkbox"/> <b>Substantial Rehabilitation</b>
<ul style="list-style-type: none"> <li>• The rehabilitation resulted in a net increase in the number of housing units available and affordable to very low- and low-income households.</li> <li>• Units were at imminent risk of loss to the housing stock or determined to be unfit for human habitation. For example, units were at-risk of being demolished or removed from the housing stock without the necessary rehabilitation.</li> <li>• If the units were previously occupied, the local government provided relocation assistance consistent with Government Code 7260 or Health and Safety Code Section 17975 and tenants were given the right to reoccupy the units.</li> </ul>
<input type="checkbox"/> <b>Conversion of Units or Foreclosed Properties from Non-Affordable to Affordable</b>
<ul style="list-style-type: none"> <li>• Type of Units Converted:           <ul style="list-style-type: none"> <li><input type="checkbox"/> Multifamily rental units (must be 3 or more units)</li> <li><input type="checkbox"/> Multifamily ownership units</li> <li><input type="checkbox"/> Foreclosed properties acquired</li> </ul> </li> <li>• If the units were previously occupied, the local government provided relocation assistance consistent with Government Code 7260 or Health and Safety Code Section 17975.</li> </ul>
<input type="checkbox"/> <b>Preservation of Affordable Units</b>
<ul style="list-style-type: none"> <li>• Units were located within an "assisted housing development" as defined in Government Code Section 65863.10(a)(3) and/or restricted to income-qualified households at the time the units were identified for preservation.</li> <li>• Units were at imminent risk of loss to the affordable housing stock.</li> </ul>





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Ayes: Supervisor(s):

Noes: Supervisor(s):

Absent: Supervisor(s):


Abstain: Supervisor(s):

By: \_\_\_\_\_  
Jaime De La Cruz, Chair

**ATTEST:**  
Chase Graves, Clerk of the Board

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

By: \_\_\_\_\_

By:  \_\_\_\_\_  
Irma F. Valencia, Deputy County Counsel

Date: \_\_\_\_\_

Date: 2-10-17



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 13.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: HEALTH AND HUMAN SERVICES AGENCY**

**DEPT HEAD/DIRECTOR: James Rydingsword**

**AGENDA ITEM PREPARER: Cynthia Larca**

**SBC DEPT FILE NUMBER: 130**

**SUBJECT:**

**HEALTH AND HUMAN SERVICES AGENCY - J. RYDINGSWORD**

Approve Contract with Seneca Family of Agencies for Resource Family Approval and associated services for the period of March 1, 2017 through June 30, 2018 not to exceed amount of \$209,418.00.

SBC FILE NUMBER: 130

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The proposed contract with Seneca Family of Agencies (Seneca) is to provide the County Health and Human Services Agency, Child Welfare Department (CWS), with services that support the implementation of the Resource Family Approval (RFA) program throughout San Benito County.

RFA was authorized through Senate Bill 1013 (Chapter 35, Statutes of 2012) and requires the State Department of Social Services, in consultation with the county welfare agencies, foster parent associations, and other interested community parties, to implement a unified, family-friendly and child-centered resource family approval process. RFA upgrades and unifies approval standards for

all caregivers by replacing the existing multiple processes for licensing foster family homes, approving relative and non-relative extended family members as foster care providers, and approving adoptive homes. RFA prepares families to better meet the needs of vulnerable children in the foster care system and allows seamless transition to permanency. RFA implementation is required of all counties and took effect on January 1, 2017 as part of the larger statutory framework of Continuum of Care Reform (CCR). Stated goals of CCR include placing dependent youth with resource families rather than in congregate care, and making concerted efforts to place youth within their communities.

The implementation of RFA is a complex process, requiring significant effort to recruit, train, and assess resource families that can meet immediate and long-term needs of youth. Such efforts will require tremendous expertise and time, and could pose a challenge to implement relying solely on CWS staff.

To that end, a Request for Proposals (RFP) was developed by CWS management to identify qualified agencies or individuals who could provide the following program components:

1. Resource Family Recruitment, Retention, and Support
2. Preapproval Training for Resource Families
3. Post-approval and Ongoing Training for Resource Families
4. Psychosocial Assessments of Resource Families

The RFP, issued in mid-December 2016, received one response, from Seneca. Seneca is presently providing the program components listed above for Monterey County; they offer a level of expertise that meets the Department's and community's needs. Seneca is actively seeking office space within San Benito County to establish a presence in the community, and have qualified, experienced staff dedicated to each of the program components.

The proposal received from Seneca is being used as the contract's scope of services. This contract will cover the remainder of this fiscal year starting March 1, 2017 and will continue through June 30, 2018 for a total not to exceed amount of \$209,418 (\$52,311 for FY16/17 & \$157,107 for FY17/18). CWS receives State and Federal funding for RFA services and has included those funding allocations in the current and next fiscal year's budget.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

221.80.2285.1000.619.250

**CURRENT FY COST:**

\$52,311

**STAFF RECOMMENDATION:**

Approve Contract with Seneca Family of Agencies for RFA and associated services for a period of

March 1, 2017 through June 30, 2018 for a not to exceed amount of \$209,418.00.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Seneca Contract	2/10/2017	Standard Contract



## C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Seneca Family of Agencies ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on March 1, 2017, and end on June 30, 2018, unless sooner terminated as specified herein.

**2. Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

**3. Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: California State Minimum

**6. Termination.**

The number of days of advance written notice required for termination of this contract is Ninety (90).

**7. Specific Terms and Conditions (check one)**

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

**8. Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Maria Corona

Title: Deputy Director, Protective Services

Address: 1111 San Felipe Rd #206

Hollister, California 95023

E-Mail: mcorona@cosb.us

Telephone No.: 831-636-4190

Fax No.: 831-637-2910

Contract Administrator for CONTRACTOR:

Name: Ken Berrick

Title: President & CEO

Address: 6925 Chabot Rd.

Oakland, Ca. 94618

E-Mail: Ken\_berrick@senecacenter.org

Telephone No.: 510-654-4004

Fax No.: \_\_\_\_\_

**SIGNATURES**

APPROVED BY COUNTY:


\_\_\_\_\_

Name: \_\_\_\_\_

Chair, San Benito County Board of Supervisors

Date: \_\_\_\_\_

APPROVED BY CONTRACTOR:

 \_\_\_\_\_

Name: Ken Berrick

Title: CEO

Date: 2/9/17

**APPROVED AS TO LEGAL FORM:**

Matthew W. Granger, San Benito County Counsel

By:  \_\_\_\_\_

Date: 2-10-17

**ATTACHMENT A**  
**Scope of Services**

CONTRACTOR:

Attachment A-1 is incorporated by reference and shall be used as the Scope of Services for Contract.

COUNTY SHALL:

1. Collaborate with Seneca during the project start up planning phase.
2. Collaborate with Seneca to develop a referral process for RFA families for assessments and training as needed.
3. Collaborate with Seneca in their resource family recruitment efforts
4. Refer prospective RFA families for their 12 hour pre-approval training. Collaborate with Seneca in ensuring completion and removing any identified barriers for a family.
5. County shall identify and refer RFA families that need to complete the 8 hour post approval training.
6. County shall make referrals for psychosocial assessments via encrypted email to Seneca's Placement Program Director. County shall collaborate with Seneca in developing a referral form which contains all of the necessary information for Seneca to conduct the psychosocial assessment.
7. Collaborate with Contractor to refine the offered services to suit County needs.
8. Oversee resolution of grievances and or complaints arising from the Resource Family Approval process.

**END OF ATTACHMENT A.**



## **SCOPE OF SERVICES**

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## 7.3 Scope of Services

### A. Narrative Description

Seneca and its member agency, Kinship Center, propose to implement resource parent recruitment, pre-approval trainings, post-approval trainings, and psychosocial assessments through a contract with San Benito County Child Welfare Services. Following is a description of the proposed project planning/startup period and the programs to be provided in response to the County's Request for Proposals ("RFP").

To account for the linguistic diversity of resource parents in San Benito County, Seneca plans to offer recruitment, pre- and post-approval training, and psychosocial assessment services in Spanish as well as English. Services in Spanish will be provided by Seneca bilingual staff and/or by using simultaneous interpretive services. All proposed services will be attentive to the many different types of family arrangements and homes that may fall under RFA (e.g. relative or non-relative caregivers, single parent households or same sex partners, etc.). Beyond racial/ethnic diversity, the RFA families that Seneca currently serves reflect a diversity of life experiences, religions, and sexual orientations, all of which underscore the importance of providing culturally-responsive recruitment, training, and psychosocial assessment services for families in San Benito County. Because San Benito County needs resource parents to care for probation-involved youth, Seneca will apply its extensive experience in providing FFA therapeutic foster care, Intensive Treatment Foster Care (ITFC), and family-based treatment services for this population to the proposed design and implementation of recruitment, pre- and post-approval training, and psychosocial assessment services.

In keeping with the vision of CCR, Seneca's approach to providing RFA services for San Benito County will be defined by a commitment to being:

**Trauma-Informed:** All Seneca services and supports recognize and respond to the varying impact of traumatic stress on children and families. This approach reflects sensitivity to the fact that many of the youth and families interfacing with the child welfare system have experienced abuse, neglect, and exposure to trauma. Trauma-informed care views presenting symptoms as adaptive coping strategies to deal with the cognitive, physiological, emotional, and neurobiological ramifications of trauma. Accordingly, Seneca staff are attuned to the developmental impact of trauma and the vulnerabilities and needs that may be triggered by





service delivery. As trauma-informed providers of RFA psychosocial assessments and other family-focused services, Seneca staff: (1) amplify strengths and resiliency factors for families; (2) use an attachment-based orientation in observing family systems; and (3) maintain an awareness of the impact of trauma exposure throughout all service provision.

**Culturally Relevant:** All Seneca services incorporate and embrace each child and family's unique cultural characteristics and diverse backgrounds. The provision of culturally relevant services and supports involves:

- Working within the historical context of experiences of individuals and cultural communities.
- Respecting child and family strengths and engaging them as partners in service delivery.
- Providing linguistically responsive services when needed.
- Offering extensive training for program staff in the delivery of culturally relevant services, including training regarding race/ethnicity, sexual orientation, gender expression, gender identity, privilege, oppression, cultural humility, intersectionality, implicit bias, etc.
- Providing support for LGBTQ children and families, including education for caregivers and an understanding of how licensing regulations relate to gender identity and expression.
- Representing the diversity of RFA families in all agency brochures, office decorations, and agency online presence.
- Recruiting, hiring, and retaining diverse staff who are reflective of the communities in which resource parents reside.
- Implementing evaluation and performance improvement practices that assess for culturally relevant service provision and client outcomes, including reductions in disproportionality and disparity.

In keeping with the intention of CCR to uphold cultural relevance in all core services and supports for all children and families, Seneca RFA psychosocial assessments carefully consider cultural issues that may affect children and caregivers. Specific attention in the assessment process is focused on ensuring that children are provided with the opportunity to maintain





connections to their heritage/culture of birth. Seneca staff work within the historical context of each family's individual experiences and cultural community, respecting the strengths of families and engaging them as partners in the assessment process.

### Project Planning/Startup Phase and Activities

If and when Seneca is notified of a contract award, the agency proposes to implement, in collaboration with the County, a project planning/startup phase that lasts approximately one month (most likely during March 2017, given the contract award schedule specified in the RFP). With the involvement and approval of County staff for each step of the planning/startup phase, Seneca proposes to use this period to accomplish the following:

- Finding and leasing an office space in Hollister that is convenient for resource parents (although the proposed psychosocial assessments will be conducted primarily in the home of each family.)
- Working with First Presbyterian Church of Hollister and/or other local churches to secure sufficient space to conduct orientations, pre- and post-approval trainings for resource parents (with the option to provide trainings in the homes of resource parents who are unable to attend the scheduled trainings).
- Condensing Seneca's 27-hour, intensive *Pathways to Permanence 1* curriculum to a 12-hour pre-approval training series for new resource parents that complies with the latest RFA Written Directives released by the California Department of Social Services (CDSS).
- Incorporating San Benito County's unique child welfare and probation processes into the training modules for resource parents.
- Consulting with County staff to explore the use of *Pathways to Permanence 1* modules in designing and providing the monthly two-hour post-approval trainings specified by the RFP.
- Collaborating with County staff to determine whether Seneca should offer up to two *Pathways to Permanence 2* (post-approval) resource parent training series in Hollister, in addition to the three series that are offered each year at Seneca's campus in Salinas.



- Consulting with County staff to refine and/or approve the proposed resource parent recruitment activities described below.
- Collaborating with County staff to refine and approve the RFA Psychosocial Assessment Guide that Seneca/Kinship Center staff use in Monterey County.
- Completing any other planning or coordination activities requested by the County.

### Resource Family Recruitment

The proposed resource family recruitment activities will be implemented and/or overseen by Barbara May, who has ten years of experience recruiting resource families in Monterey, San Luis Obispo, and San Benito Counties. Ms. May was recently re-hired by Seneca after returning to California from Iowa. She will develop recruitment materials for distribution, arrange speaking engagements and individual meetings for outreach, and provide time-sensitive follow-up for adults who are interested in being approved as a resource parent for San Benito County. Following are some of the institutions, communities, and groups that Ms. May will target in her outreach efforts, as well as specific activities and strategies:

- Local faith-based institutions and communities.
- Parent/teacher groups at schools in Hollister and other communities in San Benito County.
- Boy Scouts and Girl Scouts leadership groups.
- School sports, dance, and band leaders, as well as bus drivers.
- Staff and employees at local hospitals, medical offices, and businesses.
- Outreach activities to these groups and communities will include:
  - Inserting information into church/company/school newsletters.
  - Working with local businesses to insert information into employee paychecks.
  - Speaking to groups of employees during special company events and/or employee lunch hours.
  - Posting information in employee common areas at local businesses.
  - Working with local businesses to include resource parent recruitment information in their local advertisements.



Other resource parent recruitment activities and strategies to be implemented and/or explored by Seneca/Kinship Center in San Benito County will include:

- Feature stories and print ads in local publications.
- Street banners hung over San Benito Street and/or other heavily trafficked streets in Hollister during May (Foster Care Awareness Month) and November (Adoption Awareness Month).
- Production and distribution of recruitment posters to local business supporters.
- Exploration of cost and benefits of billboards/signage on Highway 101 and other heavy commuter routes.
- Utilize a social media consultant to maximize recruitment opportunities through Facebook, email blasts, etc.

In addition, the Gabilan Chapter of Kinship Center, an auxiliary of 40 dedicated volunteers in San Benito County, can assist in Seneca's recruitment efforts by (1) educating the public about the County's need for resource parents, as well as (2) fundraising to support additional outreach activities and events throughout the county.

### Pre-Approval Training for Resource Parents

As noted above, Seneca will be adapting its current FFA resource parent pre-approval training curriculum, *Pathways to Permanency I*, to provide San Benito County resource parents with 12 hours of training designed to meet the requirements of RFA Written Directive 6-06. These trainings will be offered at a local church or other community space in Hollister approved by the County. The pre-approval trainings will be structured to provide a three-hour, early-evening session every other week, so that each family can start their training within two weeks of the referral from the County. In recognition that the County may refer relative caregivers and non-related extended family members (NREFMs) at any time, and that families will need to begin pre-approval training within two weeks of the referral, the pre-approval training curriculum will consist of standalone modules that allow for families to efficiently complete their required 12 training hours as quickly as their circumstances allow. For resource parents who are unable to attend the scheduled biweekly trainings, Seneca staff will offer additional group





training sessions or provide trainings in the family's home. Child care will be made available to resource parents at each scheduled group training.

The topics covered in the 12-hour pre-approval training series will be consistent with the topics required by RFA Written Directives section 6-06:

- A resource family orientation, which includes the requirements set forth in Articles 6 and 11.
- An overview of the child protective and probation systems.
- The effects of trauma, including grief and loss, and child abuse and neglect, on child development and behavior, and methods to behaviorally support children impacted by that trauma or child abuse and neglect.
- Role of the resource family, including working cooperatively with the child's family, service providers and agencies to develop and implement the child's or nonminor dependent's case plan.
- The role of the resource family on the child and family team as defined in paragraph (4) of subdivision (a) of Welfare and Institutions Code section 16501.
- Positive discipline and the importance of self-esteem.
- Common health issues of children and non-minor dependents in foster care.
- Accessing education and health services and supports available to foster children or non-minor dependents in foster care to address education needs, physical, mental, and behavioral health, and substance use disorders, including culturally relevant services.
- Personal rights of children and non-minor dependents in foster care including the resource family's responsibility to safeguard those rights, including the right to have fair and equal access to all available services, placement, care, treatment, and benefits, and to not be subjected to discrimination or harassment on the basis of actual or perceived race, ethnic group identification, ancestry, national origin, color, religion, sex, sexual orientation, gender identity, mental or physical disability, or HIV status.
- Options for permanency.
- Birth parent relationships and safety issues regarding contact.



- Knowledge and skills relating to the reasonable and prudent parent standard, as specified in Health and Safety Code section 1522.44.
- Cultural needs of children, including instruction on cultural competency and sensitivity, and related best practices for providing adequate care for children or youth across diverse ethnic and racial backgrounds, as well as children or youth identifying as lesbian, gay, bisexual, or transgender.
- Basic instruction on existing laws and procedures regarding the safety of foster youth at school; and ensuring a harassment and violence free school environment pursuant to Article 3.6 (commencing with Section 32228) of Chapter 2 of Part 19 of Division 1 of Title 1 of the Education Code.
- Permanence, well-being, and educational needs of children.
- Child and adolescent development, including sexual orientation, gender identity, and expression.
- Information on children who are born with positive toxicology, as applicable.
- Information regarding juvenile delinquency and out-of-home placements by the juvenile justice system.

Trainings may be slightly modified for each RFA family, based on specialized needs of an individual child and/or special training needs identified by the County. A range of learning strategies will be utilized to mirror the teaching modalities used in the curriculum. Dynamic portions of the curriculum will be presented to participants to have them not only learn content but experience process as well. Multiple modalities including PowerPoint, video, group discussions and activities will be utilized to fully engage the participants in understanding and experiencing that it is not just 'what' is taught that is important, but 'how' it is taught. Handouts will be included as well as a self-survey that will allow participants to reflect on their attachment and relational skills.

Resource parent attendance will be monitored via sign-in sheets and certificates of completion, which will be entered into an online database developed by Seneca's Information Technology Department. In addition to providing certificates of completion to the County, Seneca will provide a certificate of completion to the family and retain one copy in an internal Seneca file for documentation purposes. Seneca staff will maintain regular contact with County staff if there are any concerns or issues regarding a particular resource family.



To help mitigate the cost of resource parent trainings to the County, Seneca is experienced in leveraging Title IV-E Training funding and would be eager to collaborate with the County to use that revenue stream should the opportunity arise.

### Post-Approval Training for Resource Parents

Seneca is able to fulfill the County RFP requirement for monthly post-approval trainings in several ways, as described below:

- In consultation with San Benito County staff, Seneca will draw upon its intensive *Pathways to Permanence 1* curriculum and the post-approval training topics listed in Section 6.2.3 (page 11) of the County RFP to offer monthly, two-hour training sessions for approved resource families in San Benito County. These trainings will likely be provided in a meeting room at the First Presbyterian Church of Hollister or another local church. Please see Appendix A for a description of the *Pathways to Permanence 1* (pre-approval) training series for resource parents.
- Seneca currently offers bimonthly resource parent support groups at the First Presbyterian Church of Hollister. These support groups can be used to cover some of the post-approval training topics listed in Section 6.2.3 of the County RFP, which will provide greater flexibility for approved resource parents to fulfill their annual training requirements. They also provide opportunities for resource families to network with each other.
- If desired by the County, Seneca can offer up to two *Pathways to Permanence 2* (post-approval) resource parent training series in Hollister, in addition to the three series that are offered each year at Seneca's campus in Salinas. Please see Appendix A for a description of the *Pathways to Permanence 2* (post-approval) training series for resource parents.

### Psychosocial Assessment of Resource Families

Referrals for RFA psychosocial assessments will be received via encrypted email by Seneca's Placement Program Director. The Director will determine the assignment of each referral to the appropriate Seneca social worker based on the individualized needs of the youth





and family. These needs might include language preference, geographic proximity, cultural factors, or previous relationship with the social worker. Seneca administrative support staff will then scan the referral and email it to the assigned master's-level social worker. Referrals will usually be assigned and sent to social workers within the same business day, but no longer than 48 hours from the time of referral receipt. The Seneca social worker will call the assigned County social worker to obtain any information needed to help the family to complete the psychosocial assessment.

Within seven days, the Seneca social worker will make phone contact with the RFA resource family and submit all relevant paperwork (including the RFA application and state required forms). All contact will be made in the preferred language of the RFA family. During the initial call, the Seneca social worker will introduce her/himself to the resource family and explain Seneca's role in the RFA process. The initial call will provide an opportunity to review all the activities and tasks that need to be completed during the RFA psychosocial assessment process, as well as the timeline for completion. The call will also allow the Seneca staff person to assess whether the existing pre-approval training schedule will work with the family's needs and the timeline for approval, or if additional training sessions are needed to meet approval timelines for the family. Throughout the assessment process, the social worker will maintain a family-driven schedule, making accommodations when necessary to support and meet the needs of the RFA family in moving through the process.

If the social worker is unable to reach the family immediately, they leave a voicemail with complete contact information and the reason for the phone call. All efforts are made to reach the family as quickly as possible, including attempting to reach the family each day at different times and at all phone numbers provided. After two unreturned phone calls, the Seneca social worker will notify the County social worker by email or phone that two attempts have been made with no response from the resource parent(s). Meanwhile, Seneca staff will continue to work diligently to communicate with the RFA family. The dates of all attempted contacts and first successful contact will be recorded and shared with the County social worker in a progress report submitted 30 days after the family is referred.

Once contact with the family has been made, the Seneca social worker will arrange home visits for the psychosocial assessment at times and dates that are the most convenient for the RFA family. On the date of the first home visit for the psychosocial assessment, the social



worker will conduct a joint interview with the partnered caregivers and individual interviews with each applicant. In accordance with RFA written directive 06-04, the Seneca social worker will conduct at least one face-to-face interview with all individuals (including children and non-minor dependents) living in the home. The social worker will conduct age-appropriate interviews with all children over the age of three. In the adult interviews, the social worker will engage in a stance of persistent curiosity to learn as much as possible about the caregiver(s) background.

The interview will involve a comprehensive inquiry into the individual's personal history, family history, and family dynamics. At a minimum, and per RFA written directive 06-05, this will include: childhood upbringing and experiences; adult experiences and personal characteristics; a risk assessment (e.g. signs of addiction or mental health issues); marital status and significant relationships; children living in and out of the home; parenting approaches; social support systems; employment; financial situation; motivations for caregiving; characteristics of a child or non-minor dependent best served by the family; and a discussion of criminal history. The social worker will inquire about support systems and extended family relationships, family lifestyle and social lives, employment and financial stability, and other key aspects of the family's current daily lives.

During the interviews, the Seneca social worker will pay attention not only to what is told but how it is told, including the coherence of the narrative and the tone of expression. This allows the social worker to gather key qualitative information about the family, including information about family member responses to certain types of challenging or stressful situations (e.g. how a caregiver talks about his or her early relationships may offer useful insights into their attachment style in parenting the children in their home). Attention will be paid to what caregivers share about how they experienced their own caregivers, as the attachment histories of caregivers often play a role in the parent-child interaction. The social worker will allow families to tell their own stories in a way that is most comfortable for them, which will yield a nuanced picture of the strengths and needs of the family system.

The joint interview with a couple will last approximately one hour, and the individual adult interviews will last approximately an hour and a half to two hours. Interviews with children in the home can take anywhere from 15 to 45 minutes, depending on the age of the child. While the caregiver(s) and children talk, the social worker will listen, ask questions using a trauma-





informed approach where appropriate/necessary (e.g. using open-ended questions, active listening, affirmation and validation of strengths and resilience, etc.), and take notes.

The Seneca social worker will visit the RFA home at least three times to assess for the appropriateness of the placement and any permanency considerations. For families with several older children in the home, scheduling home visits can be complex. In these instances, the social worker may make up to four visits in order to meet with all adults and children residing in the home. The time and date for subsequent home visits will be scheduled during the first phone call with the family or in-person during the first home visit. At the conclusion of the third (or final) home visit, the social worker will inform the family of the remaining steps in the assessment process. The social worker will answer any questions and let the family know how to reach him/her if any additional questions come up. The entire interview process will take approximately six to eight hours, excluding travel time.

The Seneca social worker will provide support for the family in completing their paperwork in a timely fashion. Families are responsible for filling out applications, state required forms, and providing documentation including medical check-ups, DMV reports, proof of insurance, and divorce decrees. Seneca staff will help caregivers identify and implement strategies for the family to find time and/or resources to complete additional paperwork as quickly as possible to avoid any potential delays in the RFA process.

## B. Work Plan

Major Activities and Timelines	Staff Responsible	Documentation/Process Measures	Expected Measurable Results
Find an office in Hollister during March 2017	Program Director	Signed lease	New office leased and furnished by April 2017
Secure space for resource parent orientations and trainings during March 2017	Program Director	Memorandum of understanding signed with churches or other local organizations	Resource parent orientations and trainings will start in April 2017



Major Activities and Timelines	Staff Responsible	Documentation/Process Measures	Expected Measurable Results
Condense 27-hour <i>Pathways to Permanence 1</i> training curriculum to 12-hour pre-approval training for resource parents during March 2017	Program Director and Master Trainer will facilitate a work group of Seneca staff	Materials created to provide four three-hour modules of pre-approval training for resource parents	Pre-approval trainings for resource parents will begin in April 2017
Use <i>Pathways to Permanence 1</i> and other Seneca trainings to design monthly post-approval trainings for resource parents during March-April of 2017	Program Director and Master Trainer will facilitate a work group of Seneca staff in consultation with County staff	Materials created to provide monthly two-hour modules of post-approval training for resource parents	Post-approval trainings for resource parents will begin in April-May 2017
During March 2017, refine and approve resource parent recruitment activities	Resource Parent Recruiter, Social Media Manager, and Program Director in consultation with County staff	Resource parent recruitment plan created	Resource parent recruitment activities begin in April 2017. Annual reports on recruitment activities submitted to the County, as outlined in the RFP.
During March 2017, refine and approve RFA Psychosocial Assessment Guide	Program Director in consultation with County staff	RFA Psychosocial Assessment Guide approved by County	Accept referrals and provide psychosocial assessments beginning in April 2017
During March 2017, explore with County the provision of <i>Pathways to</i>	Program Director in consultation with County staff	Contractual agreement reached with County to provide <i>Pathways to</i>	If approved and funded by the County, <i>Pathways to Permanence 2</i>





Major Activities and Timelines	Staff Responsible	Documentation/Process Measures	Expected Measurable Results
<i>Permanence 2</i> training series in Hollister		<i>Permanence 2</i> training series in Hollister	training series provided in Hollister twice during each fiscal year
Beginning in April 2017, Seneca implements resource parent recruitment activities (ongoing)	Resource Parent Recruiter and Social Media Manager	Resource parent recruitment activities documented and reported to the County	Projected total of 10 resource families per year recruited and referred for training and assessment
Beginning in April 2017, three-hour pre-approval training sessions are provided in Hollister every two weeks	Master Trainer and Program Director	Resource parent training sign-in sheets and training evaluation forms	Resource parents complete 12 hours of training (if relevant, within 90 days of a child being placed in their care)
Beginning in April-May 2017, two-hour post-approval sessions are provided in Hollister every month	Master Trainer	Resource parent training sign-in sheets and training evaluation forms	Resource parents complete a minimum of eight hours (or more if required by the County) of annual trainings
In April 2017, Seneca social workers are assigned families for psychosocial assessment, once they are referred by the County	Social Workers	Psychosocial assessment reports submitted to the County	Psychosocial assessments of resource families are completed within 60 days of referral



**ATTACHMENT B**  
**Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

One month in arrears.

Upon the complete performance of the services specified in Attachment A.

The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

a total lump sum payment of \$ \_\_\_\_\_, or

a total sum not to exceed \$ \$52,311 for FY16/17 and \$157,107 for FY17/18,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS:** (check one)

There are no additional terms of compensation.

The following specific terms of compensation shall apply: (Specify)

- a) . The not to exceed amounts for each fiscal year for each specified program are hereby incorporated as detailed in Contractors summary budget (Attachment B-1)



Accounting contact for COUNTY:

Name: Stephanie Churchill

Title: Account Technician

Address: 1111 San Felipe Rd. #206

Hollister, California 95023

E-Mail: schurchill@cosb.us

Telephone No.: 831-634-4979

Fax No.: 831-636-4194

Accounting contact for CONTRACTOR:

Name: Ken Berrick

Title: President & CEO

Address: 6925 Chabot Rd.

Oakland, Ca. 94618

E-Mail: ken\_berrick@senecacenter.org

Telephone No.: 510-654-4004

Fax No.: \_\_\_\_\_

**END OF ATTACHMENT B**

**ATTACHMENT C**  
**General Terms and Conditions**

**C-1. INDEMNIFICATION.**

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

**C-2. GENERAL INSURANCE REQUIREMENTS.**

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

**C-3. INSURANCE COVERAGE REQUIREMENTS.**

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### **C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

**C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

**C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

**C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

**C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

**C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of

such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

**C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

**C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

**C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

**C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

**C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

**C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

**C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with



respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any offset and the reason for the deduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**



## PROGRAM BUDGETS

- recruitment
- Pre-Approval Training
- Post-Approval Training
- Psychosocial Assessments

**ATTACHMENT D: PROGRAM BUDGET**

Note: Include a Program Budget for each program proposed.

**Applicant:** Seneca Family of Agencies

**Program Title/Name:** Resource Family Approval- Recruitment

<b>Proposed Program Expenses</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>
Personnel Expenses		
Salaries	12,173	36,518
Benefits	3,165	9,495
Payroll Taxes	Incl. in Benefits	Incl. in Benefits
<b>TOTAL PERSONNEL EXPENSES</b>	<b>6,330</b>	<b>18,989</b>
Operating Expenses		
Insurance	Incl. in Allocable	Incl. in Allocable
Office Lease	1,250	3,750
Utilities	500	1,500
Telephone	152	608
Office Supplies	200	600
Mileage Reimbursement	1,400	4,200
Staff Development/Training	113	338
Recruitment Materials	2,000	6,000
Sub-contractors (specify)	None	None
Other (Expendable Equipment)	113	338
<b>TOTAL OPERATING EXPENSE</b>	<b>5,727</b>	<b>17,333</b>
Indirect @ 13% of Direct Expenses	1,567	4,722
Assets (please specify):		
Computer Hardware/Software		
Automobiles		
Furniture		
Rentals		
Other (Specify)		
<b>TOTAL EXPENSES</b>	<b>13,624</b>	<b>41,044</b>

**ATTACHMENT D: PROGRAM BUDGET**

Note: Include a Program Budget for each program proposed.

**Applicant:** Seneca Family of Agencies

**Program Title/Name:** Resource Family Approval- Pre-Approval Training

<b>Proposed Program Expenses</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>
Personnel Expenses		
Salaries	1,417	4,250
Benefits	983	2,950
Payroll Taxes	Incl. in Benefits	Incl. in Benefits
<b>TOTAL PERSONNEL EXPENSES</b>	<b>4,766</b>	<b>14,298</b>
Operating Expenses		
Insurance	Incl. in Allocable	Incl. in Allocable
Office Lease	1,250	3,750
Utilities	500	1,500
Mileage Reimbursement	689	2,067
Food/Snack	217	650
Training Venue	867	2,600
Training Materials	450	1,350
Sub-contractors (Translation Services)	3,250	9,750
Other		
<b>TOTAL OPERATING EXPENSE</b>	<b>7,222</b>	<b>21,667</b>
Indirect @ 13% of Direct Expenses	1,559	4,676
Assets (please specify):		
Computer Hardware/Software		
Automobiles		
Furniture		
Rentals		
Other (Specify)		
<b>TOTAL EXPENSES</b>	<b>13,547</b>	<b>40,641</b>

**ATTACHMENT D: PROGRAM BUDGET**

Note: Include a Program Budget for each program proposed.

**Applicant:** Seneca Family of Agencies

**Program Title/Name:** Resource Family Approval- Post-Approval Training

<b>Proposed Program Expenses</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>
Personnel Expenses		
Salaries	3,498	10,495
Benefits	910	2,729
Payroll Taxes	Incl. in Benefits	Incl. in Benefits
<b>TOTAL PERSONNEL EXPENSES</b>	<b>4,408</b>	<b>13,224</b>
Operating Expenses		
Insurance	Incl. in Allocable	Incl. in Allocable
Office Lease	1,250	3,750
Utilities	500	1,500
Mileage Reimbursement	848	2,544
Food/Snack	237	710
Training Venue	1,067	3,200
Training Materials	550	1,650
Sub-contractors (Translation Services)	3,250	9,750
<b>TOTAL OPERATING EXPENSE</b>	<b>7,701</b>	<b>23,104</b>
Indirect @ 13% of Direct Expenses	1,574	4,723
Assets (please specify):		
Computer Hardware/Software		
Automobiles		
Furniture		
Rentals		
Other (Specify)		
<b>TOTAL EXPENSES</b>	<b>13,683</b>	<b>41,050</b>

**ATTACHMENT D: PROGRAM BUDGET**

Note: Include a Program Budget for each program proposed.

**Applicant:** Seneca Family of Agencies

**Program Title/Name:** Resource Family Approval- Psychosocial Assessments

<b>Proposed Program Expenses</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>
Personnel Expenses		
Salaries	5,711	17,134
Benefits	1,485	4,455
Payroll Taxes	Incl. in Benefits	Incl. in Benefits
<b>TOTAL PERSONNEL EXPENSES</b>	<b>7,196</b>	<b>21,589</b>
Operating Expenses		
Insurance	Incl. in Allocable	Incl. in Allocable
Office Lease	1,250	3,750
Utilities	500	1500
Office Supplies	100	300
Telephone	83	248
Mileage Reimbursement	919	2,756
Expendable Equipment	46	138
Staff Development/Training	46	138
Sub-contractors (Specify)	None	None
Other (Specify)		
<b>TOTAL OPERATING EXPENSE</b>	<b>2,943</b>	<b>8,829</b>
Indirect @ 13% of Direct Expenses	1,318	3,954
Assets (please specify):		
Computer Hardware/Software		
Automobiles		
Furniture		
Rentals		
Other (Specify)		
<b>TOTAL EXPENSES</b>	<b>11,457</b>	<b>34,372</b>



**ATTACHMENT D: PROGRAM BUDGET**

Note: Include a Program Budget for each program proposed.


**Applicant:** Seneca Family of Agencies

Summary Budget

Program Title	FY 16/17	FY 17/18
Resource Family Approval: Recruitment	13,624	41,044
Resource Family Approval: Pre- Approval Training	13,547	40,641
Resource Family Approval: Post- Approval Training	13,683	41,050
Resource Family Approval: Psychosocial Assessment	11,457	34,372
<b>Proposal Totals</b>	<b>52,311</b>	<b>157,107</b>

Please provide signature and contact information for the person responsible for budget information.

Ken Berrick, President & Chief Executive Officer  
Print Name & Title

  
Signature

510.654.4004  
Phone number

ken\_berrick@senecacenter.org  
E-mail address

**ATTACHMENT D**

**PUBLIC SOCIAL SERVICES INFORMATION CONFIDENTIALITY STATEMENT  
Consultants and Independent Contractors  
Accessing Child Protective Services Records**

The Health & Human Services Agency (H&HSA) is responsible for securing confidential information from individuals and families for purposes of providing public social services. H&HSA takes this responsibility seriously. By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Child Protective Services case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the San Benito County Health and Human Services Agency – Child Protective Services Department.

You may only access confidential information if you have a specific program business need for that information in the performance of your contract with County. You may only disclose confidential information to the contract administrator, child welfare staff, Agency Director or Child Welfare Deputy Director or other individuals specifically named in the contract with County. If you access confidential information without a specific program business need or if you disclose confidential information to any person other than those specified in the contract or this confidentiality statement, your contract may be immediately terminated by the County, and you may be subject to criminally fines or penalties.

By your signature and initials below, you acknowledge that confidential child protective services information is subject to strict confidentiality requirements imposed by state and federal law including, but not limited to: California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144, and California W&I Code §10850.

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**READ AND INITIAL EACH OF THE STATEMENTS PRINTED BELOW**

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***I certify that, in order to ensure the confidentiality and security of data, I agree to:***

- Access, distribute, share, and retain confidential data only as authorized and only as needed to conduct Agency business as required to perform my contract scope of services.
- Store under secure conditions all confidential data that I retain and ensure its confidential and timely destruction when no longer needed to fulfill the services under my contract.
- Respect the confidentiality and privacy of individuals whose data I access.
- Protect confidential information located at my place of business.
- Report immediately to the County any and all apparent and suspected security breaches of County confidential information.

***I Certify that I agree NOT to:***

- Discuss verbally or distribute in electronic or printed formats any confidential data except as authorized and as needed to perform my contract scope of services.
- Make unauthorized copies of confidential data.
- Engage in any activity that would compromise the security or confidentiality of data held in County records.

**I certify that I have read, understand and initialed the confidentiality statement printed above and agree to comply with them.**

 Ken Berrick 2/9/17  
CONTRACTOR NAME SIGNATURE Date

**ATTACHMENT D**

**ATTACHMENT E**  
**SAN BENITO COUNTY**  
**BUSINESS ASSOCIATE ADDENDUM**

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the “Privacy Rule.” Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County’s compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
  - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
  - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 14.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: OFFICE OF EMERGENCY SERVICES**

**DEPT HEAD/DIRECTOR: Kevin O'Neill**

**AGENDA ITEM PREPARER: Kevin O'Neill**

**SBC DEPT FILE NUMBER: 75.5**

**SUBJECT:**

**OFFICE OF EMERGENCY SERVICES - K. O'NEIL**

Approve cost share amount not to exceed \$25,000 to participate in a joint fire department feasibility study with the Cities of San Juan Bautista and Hollister.

SBC FILE NUMBER: 75.5

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

When San Benito County and the City of San Juan Bautista entered into a contract with the City of Hollister for Fire Protection services the goal was to work towards either a consolidated Joint Power Authority or Fire District for the future of fire protection in the county. A RFP was drafted to seek quotes from qualified firms to conduct a feasibility study that would lay out the options available to the participating jurisdictions and provide a recommendation of how to proceed. Two firms responded to the RFP with similar pricing. The Fire Protection Committee agreed to return to their respective governing bodies for approval of a cost share to participate in the study. The committee determined that the cost share should be divided with the County of San Benito and City of Hollister each paying 40% and the City of San Juan Bautista paying 20%. This put the amount

San Benito County is responsible for at about \$22,000.

Should all parties agree to move forward with the study, the next step will be to review and choose the firm that will complete the study.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

The Office of Emergency Services respectfully recommends:

1. Approval of the 40% cost share in a amount not to exceed \$25,000.

**ADDITIONAL PERSONNEL:**





# SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

## BOARD OF SUPERVISORS

MARGIE BARRIOS  
District One  
ANTHONY BOTELHO  
District Two  
ROBERT RIVAS  
District Three  
JERRY MUENZER  
District Four  
JAIME DE LA CRUZ  
District Five

**Item Number: 15.**

**MEETING DATE:** 2/21/2017

**DEPARTMENT:** PROBATION DEPARTMENT

**DEPT HEAD/DIRECTOR:** R. Ted Baraan

**AGENDA ITEM PREPARER:** Rita Campbell

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**PROBATION DEPARTMENT - R. T. BARAAN**

Authorize Probation Department to enter into a Contract with Gavilan Joint Community College District to provide the "Gavilan College Noncredit Program" in the San Benito County Jail and Community Transition Center and to approve budget augmentation for fiscal year 2016-17 in an amount not to exceed \$20,000.

SBC FILE NUMBER: 510

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The Community Corrections Partnership (CCP) Local Action Plan includes funds for the operations of the Community Transition Center (CTC) and the San Benito County Jail to assist and support individuals in their reentry into the Community from the criminal justice system. The "Gavilan College Noncredit Program" provides educational counseling support for students at both the San Benito County Jail and CTC. This work entails meeting with students to identify their educational and career goals and potential barriers. Counseling work includes the development of an educational plan and regular check-ins with the students. The Program supports the students in their transition to Gavilan College credit courses and will conduct workshops for participants on a variety of topics including educational and preparation back into the workforce. Gavilan College will provide the

County with statistical reporting on tracking the students. The County will refer potential students for participation in the student support and instructional services.

Funding for the "Gavilan College Noncredit Program" will be through the CCP Local Action Plan/AB109 and there will be no county general funds will be used.

Total net county cost \$0.00

**BUDGETED:**

No

**SBC BUDGET LINE ITEM NUMBER:**

101.50.1215.1000.619.250

**CURRENT FY COST:**

20,000

**STAFF RECOMMENDATION:**

It is recommended that the Board of Supervisors authorize the Chief Probation Officer to enter into an agreement with Gavilan Joint Community College District to provide the "Gavilan College Noncredit Program" in the San Benito County Jail and the Community Transition Center and to approve the budget augmentation for this fiscal year in the amount not to exceed \$20,000.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Gavilan College Contract Budget Adjustment Transfer	1/27/2017	Cover Memo
Gavilan Joint College Certificate of Coverage	1/30/2017	Cover Memo
Gavilan Joint Community College District Contract	2/6/2017	Cover Memo

**COUNTY OF SAN BENITO  
BUDGET ADJUSTMENT/TRANSFER**

Please Indicate Type:

Fiscal Year: FY2016-17  
 Department: Probation Department  
 Org Key: 1215

- Appropriation/Est. Revenue Increase**  
 (Requires 4/5 Board of Supervisors Approval)  
 **Contingency Transfer**  
 (Requires 4/5 Board of Supervisors Approval)  
 **Interdepartmental Transfer or Interobject Transfer >\$25,000**  
 (Requires Board of Supervisors Approval)  
 **Interobject Transfer <\$25,000**  
 (Requires Admin. and Auditor Approval)  
 **Intraobject Transfer**  
 (Requires Auditor Approval)

<u>Org Key:</u>	<u>Object No:</u>	<u>Description</u>	<u>Decrease/ Rev. Increase</u>	<u>Increase</u>
101.50.1215.1000.590.001		Transfer-In Interfund	\$ 20,000.00	\$ -
101.50.1215.1000.619.250		Special Department - Contract	\$ -	\$ 20,000.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
<b>Total</b>			\$ 20,000.00	\$ 20,000.00

Comments: To provide the "Gavilan College Noncredit Program" in the San Benito County Jail and Community Transition Center  
Transfer in from AB109 Funding  
411.15.4040.1000.670.000

Submitted: [Signature] R. Ted Baraan, CPO 1/25/2017  
 Department Head/Authorized Signature Date  
 Verification of Sufficient Funds: [Signature] 1-27-17  
 Auditor-Controller Date  
 Approval: \_\_\_\_\_ Date  
 Administrative Officer

**Approval by Board of Supervisors** \_\_\_\_\_ Date  
 Attested: \_\_\_\_\_  
 Clerk of the Board: \_\_\_\_\_ Vote: \_\_\_\_\_ Yes \_\_\_\_\_ No

**AUDITOR USE ONLY**

Budget Adjustment No: \_\_\_\_\_

Date Batch Input Completed: \_\_\_\_\_ By: \_\_\_\_\_

# MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline**<sup>TM</sup>

County of San Benito  
Probation Department  
400 Monterey Street  
Hollister CA 95023

Sender: MAYA WILLIAMS

Phone: 408-441-0754

Subject: Cert No. 33930567 - Certificate of Coverage:  
Gavilan Joint Community College District - County  
of San Benito

Date: 1/25/2017

No. of Pages: 3

URL: [www.keenan.com](http://www.keenan.com)

This document was created by eCertsONLINE.

The attached document(s) contain certification of insurance coverage for the insured named in the subject above. Your company is listed as the organization requesting receipt of these documents.

If this document is sent via e-mail, you must click on the attached PDF document. The document is in a pdf format, and you must have Adobe Acrobat Reader installed on your system. To download the Adobe Reader for free, visit [www.Adobe.com](http://www.Adobe.com).

If you have any questions regarding the content of this message, you should contact the Producer/ Agency listed on the attached/linked documents.



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**ADMINISTRATOR:** LICENSE # 0451271  
Keenan & Associates  
1740 Technology Drive, Suite 300  
San Jose, CA 95110  
408-441-0754  
www.keenan.com

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.**

**COVERED PARTY:**  
Gavilan Jt. Community College District  
Bay Area CCD JPA  
5055 Santa Teresa Boulevard  
Gilroy CA 95020

**ENTITIES AFFORDING COVERAGE:**  
ENTITY A: Statewide Association of Community Colleges  
ENTITY B: Protected Insurance Program for Schools  
ENTITY C:  
ENTITY D:  
ENTITY E:


THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	<b>GENERAL LIABILITY</b> [ <input checked="" type="checkbox"/> ] GENERAL LIABILITY [ <input type="checkbox"/> ] CLAIMS MADE [ <input checked="" type="checkbox"/> ] OCCURRENCE [ <input checked="" type="checkbox"/> ] GOVERNMENT CODES [ <input checked="" type="checkbox"/> ] ERRORS & OMISSIONS [ <input type="checkbox"/> ]	SWC 00901-22	7/1/2016 7/1/2017	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> [ <input checked="" type="checkbox"/> ] ANY AUTO [ <input checked="" type="checkbox"/> ] HIRED AUTO [ <input checked="" type="checkbox"/> ] NON-OWNED AUTO [ <input checked="" type="checkbox"/> ] GARAGE LIABILITY [ <input checked="" type="checkbox"/> ] AUTO PHYSICAL DAMAGE	SWC 00901-22	7/1/2016 7/1/2017	\$ 100,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	<b>PROPERTY</b> [ <input checked="" type="checkbox"/> ] ALL RISK [ <input checked="" type="checkbox"/> ] EXCLUDES EARTHQUAKE & FLOOD [ <input type="checkbox"/> ] BUILDER'S RISK	SWC 00901-22	7/1/2016 7/1/2017	\$ 250,000	\$ 250,250,000 EACH OCCURRENCE
A	<b>STUDENT PROFESSIONAL LIABILITY</b>	SWC 00901-22	7/1/2016 7/1/2017	\$ 5,000	\$ Included EACH OCCURRENCE
B	<b>WORKERS COMPENSATION</b> [ <input checked="" type="checkbox"/> ] EMPLOYERS' LIABILITY	PIPS10013	7/1/2016 7/1/2017	\$	[ <input type="checkbox"/> ] WC STATUTORY LIMITS [ <input checked="" type="checkbox"/> ] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	<b>EXCESS WORKERS COMPENSATION</b> [ <input type="checkbox"/> ] EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	<b>OTHER</b>			\$	\$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:**  
As respects to the contract between Gavilan College and San Benito County Probation Department to provide educational counseling support for students enrolled in the Non Credit program at both the San Benito County Jail, 710 Flynn Rd, Hollister, CA 95023, and the Community Transition Center, 1101 San Felipe Rd, Hollister, CA 95023, throughout the current coverage

**CERTIFICATE HOLDER:** Gavilan College Noncredit Program  
County of San Benito  
Probation Department  
400 Monterey Street  
Hollister CA 95023

**CANCELLATION.....** SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.

  
John Stephens  
AUTHORIZED REPRESENTATIVE

**ENDORSEMENT**

**ADDITIONAL COVERED PARTY**

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Gavilan Jt. Community College District Bay Area CCD JPA	SWC 00901-22	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

**Additional Covered Party:**

County of San Benito  
Probation Department  
400 Monterey Street  
Hollister CA 95023

**As Respects:**

As respects to the contract between Gavilan College and San Benito County Probation Department to provide educational counseling support for students enrolled in the Non Credit program at both the San Benito County Jail, 710 Flynn Rd, Hollister, CA 95023, and the Community Transition Center, 1101 San Felipe Rd, Hollister, CA 95023, throughout the current coverage

County of San Benito and its officers, agents and employees are named as additional covered parties.



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Authorized Representative



# C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Gavilan Joint Community College District ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on February 21, 2017, and end on June 30, 2017, unless sooner terminated as specified herein.

**2. Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

**3. Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance:           \$1,000,000
- (b) Professional liability insurance:           \$1,000,000
- (c) Comprehensive motor vehicle liability insurance:           \$300,000

**6. Termination.**

The number of days of advance written notice required for termination of this contract is Thirty (30) days.

**7. Specific Terms and Conditions (check one)**

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

**8. Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: R. Ted Baraan

Title: Chief Probation Officer

Address: 400 Monterey Street

Hollister, CA 95023

Telephone No.: (831) 636-4070

Fax No.: (831) 636-5682

Contract Administrator for CONTRACTOR:

Name: Randy Brown

Title: Associate Dean, Gavilan College

Address: 5055 Santa Teresa Blvd

Gilroy, CA 95020

Telephone No.: (408) 848-4847

APPROVED BY COUNTY:

\_\_\_\_\_

Name: Jaime De La Cruz

Title: Chair, Board of Supervisors

Date: \_\_\_\_\_

APPROVED BY CONTRACTOR:

Fred E. Harris

Name: Fred E. Harris

Title: Vice President of Administrative Services

Date: 1/31/17

**APPROVED AS TO LEGAL FORM:**

Matthew Granger, San Benito County Counsel

MATTHEW GRANGER

By: Matthew Granger

Date: 1-25-2017

## **ATTACHMENT A – SCOPE OF WORK PROGRAM DESCRIPTION**

The following definitions shall govern the terms used in this service agreement:

- **Noncredit staff** means the staff hired by the community college to provide services to the students enrolled Gavilan College classes associated with the San Benito County Jail and Community Transition Center.
- **Enrollment** means enrollment in a community college class.

### **CONTRACTOR RESPONSIBILITIES**

#### **1. Staff**

Contractor shall make every effort to ensure that noncredit staff and designated personnel are hired in accordance with this contract.

#### **2. Services**

Contractor shall provide the participants with the following services:

- a. Provide educational counseling support for students at both the San Benito County Jail and Community Transition Center. This work will entail meeting with students to identify their educational and career goals and potential barriers to this work. Counseling work will include the development of an educational plan and check ins with the students at regular intervals.
- b. Support students in their transition to Gavilan College credit courses.
- c. Conduct workshops for participants on a variety of topics educational and workforce preparation topics.
- d. Offer courses in the Jail and at the Community Transition Center (In Kind).
- e. Participate as a part of the San Benito County Community Transition Center team to serve participants.

#### **3. Reports**

Noncredit staff shall submit reports tracking the number of students who participated in the services within one (1) month of completion of each term. The report will include the number of students who received counseling support and instructional services. Student achievements such as High School Equivalency achievement, transition to Gavilan College credit, courses, and degree or certificate completion will be reported by students as well.

### **COUNTY RESPONSIBILITIES**

1. County will refer potential students for participation in the student support and instructional services.

**END OF ATTACHMENT A**

## ATTACHMENT B

### Payment Schedule

#### B-1. BILLING

Charges for services pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.  
 Upon the complete performance of the services specified in Attachment A.  
 The basis specified in paragraph B-4.

#### B-2. PAYMENT

Payment shall be made by COUNTY or CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

#### B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum of \$ \_\_\_\_\_, or  
 a total sum not to exceed \$20,000

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

#### B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.  
 The following specific terms of compensation shall apply. (Specify)

1. Contractor shall be paid on an accrual basis. Contractor shall submit invoices by the 15<sup>th</sup> of every month.
2. Contractor shall provide detailed quarterly invoices and annual invoice which documents all participants. Said documentation may consist of attendance sheets, progress reports, grades, case conference reports, and year end statistical reports.
3. Payment will be held if appropriate documentation is not provided.

Invoices shall be submitted to:

San Benito County Probation Department  
Attention: Ms. Rita Campbell  
400 Monterey Street  
Hollister, CA 95023

## ATTACHMENT C General Terms and Conditions

### C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

### C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

### C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### **C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.



**C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

**C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

**C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

**C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

**C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

#### **C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

#### **C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

#### **C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

#### **C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

#### **C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

#### **C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

#### **C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**

**ATTACHMENT E**  
**SAN BENITO COUNTY**  
**BUSINESS ASSOCIATE ADDENDUM**

- (a) Contractor shall comply with, and assist the County in complying with, the privacy requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; “HIPAA”) and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164), hereinafter collectively referred to as the “Privacy Rule.” Terms used but not otherwise defined in this Addendum shall have the same meaning as those terms are used in the Privacy Rule.
- (b) Except as otherwise limited in this Addendum, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of the County as specified in this Addendum, provided that such use or disclosure would not violate the Privacy Rule with which the County complies.
- (c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Addendum, or as required by law.
- (d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum.
- (e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum.
- (f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor as a result of a use or disclosure of Protected Health Information by Contractor which is in violation of the requirements of this Agreement.
- (g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, created, or received by Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set; this Protected Health Information will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
- (i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs, pursuant to 45 CFR Section 164.526, at the request of the County or an Individual, and in the time and manner designated by the County.
- (j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County, to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

- (k) Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with subsection (j), to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.
- (l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of the County, available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services (“Secretary”), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County’s compliance with the Privacy Rule.
- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
  - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
  - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) The Parties agree to take action to amend this Agreement from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.





**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

---

**Item Number: 16.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: Brent Barnes, RMA Director**

**AGENDA ITEM PREPARER: Shirley L. Murphy, Deputy County Counsel**

**SBC DEPT FILE NUMBER: 790**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - B. BARNES**

- 1) Adopt an Ordinance Levying Special Taxes within County of San Benito Community Facilities District No. 2015-1 (Santana Ranch CFD); and
- 2) Authorize the Chair to sign the Ordinance.

SBC FILE NUMBER: 790

ORDINANCE NO: 955

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The proposed ordinance would levy special taxes within Community Facilities District No. 2015-1 (Santana Ranch CFD), at the rate of \$600.00 per residential unit, in accordance with the Santana Ranch Development Agreement and the Board's previous adoption of a Resolution of Intention to Form the CFD, a Resolution Establishing the CFD and Authorizing The Levy of Special Taxes, a Resolution Calling a Special Election, and a Resolution Accepting the Official Canvass-Statement of Vote.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

It is respectfully recommended that the Board of Supervisors:

- 1) Adopt Ordinance No. \_\_\_\_ Levying Special Taxes Within County of San Benito Community Facilities District No. 2015-1 (Santana Ranch CFD); and
- 2) Authorize the Chair to sign the Ordinance.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Ordinance Levying Special Taxes Within CFD 2015-1 (Santana Ranch CFD)	1/31/2017	Ordinance

1 **BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO**

2 AN ORDINANCE OF THE SAN BENITO COUNTY )  
3 BOARD OF SUPERVISORS, LEVYING SPECIAL ) **ORDINANCE NO. \_\_\_\_\_**  
4 TAXES WITHIN COUNTY OF SAN BENITO )  
5 COMMUNITY FACILITIES DISTRICT NO. 2015-1 )  
(SANTANA RANCH CFD) )  
\_\_\_\_\_ )

6 The Board of Supervisors of the County of San Benito, State of California, does ordain as follows:

7 **SECTION 1. FINDINGS:**

8 The Board of Supervisors hereby makes the following findings and determinations, which are  
9 determined to be true and correct and material to this Ordinance:

10 **A.** Resolution of Intention to Form CFD 2015-1: On July 21, 2015, the Board of Supervisors  
11 (“Board”) of the County of San Benito (“County”), pursuant to the Mello-Roos Community  
12 Facilities Act of 1982 (“Act”), adopted Resolution No. 2015-61 stating its intention to  
13 establish County of San Benito Community Facilities District No. 2015-1 (“CFD  
14 No. 2015-1”), to authorize the levy of special taxes within the Community Facilities District  
15 to finance certain public facilities and services and setting the date for a public hearing to be  
held on the establishment of the CFD. The Board reaffirms the findings and determinations  
set forth in Resolution No. 2015-61 and incorporates them herein by reference.

16 **B.** Public Hearing: In adopting Resolution No. 2015-61, the Board directed the Clerk of the  
17 Board to set a public hearing for September 1, 2015 at 9:00 a.m. regarding the establishment  
18 of CFD No. 2015-1, but with the consent of the property owners within the proposed  
19 district, the hearing was rescheduled for September 8, 2015 at 9:00 a.m., to coincide with the  
20 Board of Supervisors’ regular meeting schedule for the month of September. The Clerk of  
21 the Board caused the publication of the notice of hearing as required under Section 53322 of  
22 the Act. On September 8, 2015, the Board opened, conducted, and closed said public  
23 hearing on the establishment of CFD No. 2015-1, and at the public hearing, the Board heard  
24 and received all oral and written testimony and evidence that was made, presented, or filed,  
25 and all persons present at the hearing were given ample opportunity to hear and be heard  
26 with respect to any matter related to the establishment of CFD No. 2015-1, including but not  
limited to the extent of the CFD, the furnishing of the particular types of Facilities and/or  
Services, and any protests from registered voters residing within the boundaries of the  
proposed CFD. At the conclusion of public testimony, the Board closed the public hearing,  
deliberated and considered the merits of the proposed establishment of CFD No. 2015-1,  
including but not limited to whether the public interest, convenience and necessity required  
the formation of the CFD and the levy of special taxes.

27 **C.** Resolutions Establishing CFD-1, Authorizing Levy of Special Taxes and Calling for Special  
28 Election: On September 8, 2015, following the close of the public hearing, the Board  
adopted Resolution No. 2015-68 Establishing CFD No. 2015-1 and authorizing the levy of  
special taxes, and adopted Resolution No. 2015-69 calling a special election, which  
resolutions established the Community Facilities District, authorized the levy of a special tax

1 within the Community Facilities District, and called for an election within the Community  
2 Facilities District on the proposition to levy a special tax and to establish an appropriations  
3 limit. The Board reaffirms the findings and determinations set forth in Resolution  
4 No. 2015-68 and Resolution No. 2015-69 and incorporates them herein by reference.

4 **D. Special Election:** On September 8, 2015, an election was held in which the qualified electors  
5 within the Community Facilities District approved the proposition by more than the two-thirds  
6 vote required by the Act. On September 22, 2015, the Board adopted Resolution 2015-72  
7 accepting the official canvass-statement of vote for the September 8, 2015 special election. The  
8 Board reaffirms the findings and determinations set forth in Resolution No. 2015-72 and  
9 incorporates them herein by reference.

8 **E.** The County is authorized to undertake all of the above actions pursuant to the Constitution  
9 and other applicable laws of the State of California.

10 **SECTION 2. SPECIAL TAX LEVY:**

11 Based on the foregoing, the Board hereby authorizes and levies special taxes within Community  
12 Facilities District 2015-1 pursuant to sections 53328 and 53340 of the Act, at the rate of \$600.00 per  
13 residential unit, in accordance with the method of apportionment set forth in the Rate and Method of  
14 Apportionment included within Resolution No. 2015-68 and within Exhibit C to Resolution  
15 No. 2015-68. Subject to the provisions of the Rate and Method of Apportionment, and the  
16 satisfaction of the conditions specified therein, the special taxes are hereby levied commencing in  
17 fiscal year 2016-2017 and in each fiscal year thereafter until the last fiscal year in which the special  
18 taxes are authorized to be levied pursuant to the Rate and Method of Apportionment. The Board  
19 may, in accordance with subdivision (b) of section 53340 of the Act, provide, by resolution, for the  
20 levy of the special tax in future tax years at the same rate or at a lower rate than the rate provided by  
21 this Ordinance. In no event shall the special tax be levied on any parcel within the Community  
22 Facilities District in excess of the maximum tax specified in the Rate and Method of  
23 Apportionment.

20 **SECTION 3. SPECIAL TAX LEVY ON ALL PARCELS WITHIN CFD 2015-1:**

21 The special tax shall be levied on all of the parcels in Community Facilities District 2015-1, unless  
22 exempted by law or by the Rate and Method of Apportionment

23 **SECTION 4. PROCEEDS OF SPECIAL TAX LEVY:**

24 The proceeds of the special tax shall only be used to pay, in whole or in part, the cost of providing  
25 the facilities, services, and incidental expenses pursuant to the Act.

26 **SECTION 5. COLLECTION OF SPECIAL TAXES:**

27 The special tax shall be collected in the same manner as ordinary ad valorem property taxes are  
28 collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in  
the case of delinquency as is provided for ad valorem taxes, unless another procedure is adopted by  
the Board. The County Assessor will be responsible for annually preparing the current roll of  
special tax levy obligations by assessor's parcel number on nonexempt property within the

1 Community Facilities District, and will be responsible for estimating future special tax levies.

2 **SECTION 6. SUBSEQUENT LIMITATIONS ON SPECIAL TAX LEVY:**

3 If the levy of the special tax is repealed, invalidated, or limited by initiative or any other action  
4 participated in by the owners of parcels in Community Facilities District 2015-1, the County shall  
5 cease to levy the special tax and shall cease to be obligated to provide the authorized facilities and  
6 services for which the special tax was levied. The obligations to provide the authorized facilities  
7 and services previously funded by the repealed, invalidated, or limited special tax become the  
8 obligations of any property owners association established within the Community Facilities District,  
and if there is no such association, they shall become the joint obligations of the property owners of  
parcels within the Community Facilities District in proportion to the number of Parcels within the  
Community Facilities District.

9 **SECTION 7. GENERAL PROVISIONS:**

- 10 A. Severability: If any section, subsection, sentence, clause, or phrase of this Ordinance is for  
11 any reason held by a court of competent jurisdiction to be invalid or unconstitutional, or if  
12 the special tax is found inapplicable to any particular parcel within the Community Facilities  
13 District by a court of competent jurisdiction, such decision shall not affect the validity of the  
14 remaining portions of this Ordinance and the application of the special tax to the remaining  
15 parcels within the Community Facilities District shall not be affected. The Board of  
16 Supervisors hereby declares that it would have enacted this Ordinance and each section,  
subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more  
sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional,  
and that it would have levied the special taxes, irrespective of the fact that found  
inapplicable to any particular parcel within the Community Facilities District.
- 17 B. Captions: The titles and headings to the sections hereunder are not part of this Ordinance  
and shall have no effect upon the construction or interpretation of any part hereof.
- 18 C. Effective Date: This Ordinance shall take effect thirty (30) days after its adoption.
- 19 D. Publication: Within ten (10) days after its adoption, this Ordinance shall be published  
20 pursuant to California Government Code 6061 in its entirety in a newspaper of general  
21 circulation which is printed, published and circulated within the County of San Benito, State  
22 of California.
- 23  
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1 The foregoing Ordinance was introduced by the Board of Supervisors of the County of San Benito,  
2 State of California, at a regular meeting of said Board held on the 7<sup>th</sup> day of February, 2017, and  
3 was passed and adopted at a regular meeting of said Board held on the 21<sup>st</sup> day of February, 2017,  
4 by the following roll call vote:

4 AYES: Supervisor(s)  
5 NOES: Supervisor(s)  
6 ABSTAIN: Supervisor(s)  
7 ABSENT: Supervisor(s)

8 By: \_\_\_\_\_  
Jaime De La Cruz, Chair

9 **ATTEST:**  
10 Chase Graves, Clerk of the Board

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

11 By: \_\_\_\_\_

12 By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

13 Date: \_\_\_\_\_

14 Date: Jan. 31, 2017

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**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 17.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: Brent Barnes**

**AGENDA ITEM PREPARER: Adam Goldstone**

**SBC DEPT FILE NUMBER: 105**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - B. BARNES**

Adopt an Ordinance authorizing the implementation of a Community Choice Aggregation program in the County of San Benito.

SBC FILE NUMBER: 105

ORDINANCE NUMBER: 954

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

At the February 7, 2017 Board of Supervisors' meeting, your Board took the following actions regarding the establishment of the Monterey Bay Community Power (MBCP) Authority:

1. Adopted Resolution No. 2017-6 approving a Joint Powers Agreement establishing the Monterey Bay Community Power (MBCP) Authority, making CEQA Exemption findings, and authorizing the Board Chair to execute the JPA;
2. Introduced an Ordinance authorizing the implementation of a Community Choice Aggregation

Program in the County of San Benito, waived reading of the Ordinance and continued its consideration for adoption of the Ordinance to the February 21, 2017 meeting;

3. Directed staff to move forward on discussions with Santa Cruz; and

4. Appointed Chairman Jaime De La Cruz and Supervisor Jerry Muenzer as representatives to serve as members on the Monterey Bay Community Power Board of Directors.

The MBCP Authority will be a region-wide collaborative partnership comprised of all 21 local governments within the greater Monterey Bay area, including the Counties of Santa Cruz, Monterey, and San Benito and all 18 cities located within those counties, in order to pursue a community choice energy (CCE) program in the Monterey Bay region. The goals of MBCP are to reduce greenhouse gas emissions, and provide electric power and other forms of energy to customers at competitive prices in the Monterey, Santa Cruz and San Benito County region. In addition, the program seeks to reduce energy consumption, stimulate the local economy by creating local jobs and promote long-term electric rate stability and reliability for the residents of the tri-county area. The JPA governing Board will consist of 11 seats. The County of San Benito will hold one of six permanent seats, with the remaining five seats shared, as determined through the Mayors and Councilmembers' city selection process in their respective counties, with a term of two years. Directors may be reappointed and serve multiple terms.

To continue to move forward, the County must consider the adoption of an Ordinance authorizing the implementation of a Community Choice Aggregation program in the County of San Benito.

**BUDGETED:**

No

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

It is respectfully recommended that the Board of Supervisors:

1. Adopt Ordinance, authorizing the implementation of a Community Choice Aggregation Program in the County of San Benito; and
2. Authorize the Chair to sign the Ordinance.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

**Description**

Ordinance

**Upload Date**

1/30/2017

**Type**

Ordinance

1 ***BEFORE THE BOARD OF SUPERVISORS, COUNTY OF SAN BENITO***

2 AN ORDINANCE OF THE SAN BENITO COUNTY )  
3 BOARD OF SUPERVISORS, AUTHORIZING THE )  
4 IMPLEMENTATION OF A COMMUNITY CHOICE )  
AGGREGATION PROGRAM )

**ORDINANCE NO. \_\_\_\_\_**

5  
6 The Board of Supervisors of the County of San Benito ordains as follows:

7 **SECTION 1. FINDINGS:**

8 The Board of Supervisors hereby makes the following findings and determinations, which findings  
9 are determined to be true and correct and material to this Ordinance:

10 **A.** Purpose: The Monterey Bay Community Power Authority has investigated options to  
11 provide electric services to customers within the tri-county region of Monterey, Santa Cruz  
12 and San Benito Counties (Tri-County Region), with the intent of achieving greater local  
13 control and involvement over the provision of electric services, competitive electric rates,  
14 the development of clean, local, renewable energy projects, reduced greenhouse gas  
emissions, and the wider implementation of energy conservation and efficiency projects and  
programs.

15 **B.** Feasibility Study: The Monterey Bay Community Power Authority has prepared a Feasibility Study  
16 for a Community Choice Aggregation (“CCA”) Program in San Benito County under the provisions  
17 of California Public Utilities Code section 366.2. The Feasibility Study shows that implementing a  
community choice aggregation program would provide multiple benefits, including but not limited to  
the following:

- 18 • Providing customers a choice of power providers;
- 19 • Increasing local control and involvement in and collaboration on energy rates and  
20 other energy-related matters;
- 21 • Providing more stable long-term electric rates that are competitive with those provided  
22 by the incumbent utility;
- 23 • Reducing greenhouse gas emissions arising from electricity use within San Benito  
24 County;
- 25 • Increasing local renewable generation capacity;
- 26 • Increasing energy conservation and efficiency projects and programs;
- 27 • Increasing regional energy self-sufficiency; and
- 28 • Improving the local economy resulting from the implementation of local renewable  
and energy conservation and efficiency projects.

**C.** Joint Exercise of Powers Agreement: The County of San Benito approved a Joint Exercise  
of Powers Agreement creating a Joint Powers Authority (JPA) under the Joint Exercise of  
Powers Act of the State of California (Government Code section 6500 et seq.), to be known  
as the Monterey Bay Community Power Authority (“Authority”). Under the Joint Exercise  
of Powers Agreement, counties and cities within the Tri-County Region may participate in

1 the Monterey Bay Community Power CCA program by adopting the resolution and  
2 ordinance required by Public Utilities Code section 366.2. Member Counties and Cities  
3 choosing to participate in the CCA program will have membership on the Board of Directors  
of the Authority as provided in the Joint Exercise of Powers Agreement.]

4 **D.** Community Choice Aggregation Program Implementation Plan: The Authority will enter  
5 into Agreements with electric power suppliers and other service providers, and based upon  
6 those Agreements the Authority will be able to provide power to residents and businesses at  
7 rates that are competitive with those of the incumbent utility (“PG&E”). Once the California  
8 Public Utilities Commission approves the implementation plan created by the Authority, the  
Authority will provide service to customers within the unincorporated areas of the counties  
within the tri-county region and within the jurisdiction of those cities within the tri-county  
region which have chosen to participate in the CCA program.

9 **E.** Customer Opt-Out: Under Public Utilities Code section 366.2, customers have the right to  
10 opt-out of a CCA program and continue to receive service from the incumbent utility.  
11 Customers who wish to continue to receive service from the incumbent utility will be able to  
do so.

12 **F.** Environmental Review: Based on the record before it, the Board of Supervisors hereby  
13 finds that the proposed adoption of this Ordinance is exempt from the requirements of the  
14 California Environmental Quality Act (CEQA) pursuant to the CEQA Guidelines, as it is not  
15 a “project” as it has no potential to result in a direct or reasonably foreseeable indirect  
16 physical change to the environment. (14 Cal. Code Regs. § 15378(a)), because it can be seen  
17 with certainty that there is no possibility that the activity in question (adoption of the  
18 Ordinance or its implementation) may have a significant effect on the environment (14 Cal.  
19 Code Regs. § 15061(b)(3)), and because it is an action taken by a regulatory agency to  
20 assume the maintenance, restoration, enhancement or protection of the environment, through  
the greater use of renewable energy resources than is planned by PG&E and through  
significant greenhouse gas reduction as a result of a cleaner power supply than is offered by  
PG&E. (14 Cal. Code Regs. § 15308). A Notice of Exemption shall be filed as authorized  
by CEQA and the State CEQA Guidelines

21 **SECTION 2. AUTHORIZATION TO IMPLEMENT A COMMUNITY CHOICE**  
**AGGREGATION PROGRAM:**

22 Based upon the forgoing, and in order to provide businesses and residents within the unincorporated  
23 area of San Benito County with a choice of power providers and with the benefits described above,  
24 the Board of Supervisors for the County of San Benito ordains that it shall implement a Community  
25 Choice Aggregation Program within the jurisdiction of the unincorporated area of San Benito  
26 County by participating as a group with other counties and cities as described above in the  
Community Choice Aggregation Program of the Monterey Bay Community Power Authority, as  
generally described in the Joint Exercise of Powers Agreement.

27 **SECTION 3. GENERAL PROVISIONS:**

28 **A.** Severability: If any section, subsection, sentence, clause, or phrase of this Ordinance is for  
any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such

1 decision shall not affect the validity of the remaining portions of this Ordinance. The Board  
2 of Supervisors hereby declares that it would have enacted this Ordinance and each section,  
3 subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more  
4 sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

5 B. Captions: The titles and headings to the sections hereunder are not part of this Ordinance  
6 and shall have no effect upon the construction or interpretation of any part hereof.

7 C. Effective Date: This Ordinance shall take effect thirty (30) days after its adoption.

8 D. Publication: Within ten (10) days after its adoption, this Ordinance shall be published  
9 pursuant to California Government Code 6061 in its entirety in a newspaper of general  
10 circulation which is printed, published and circulated within the County of San Benito, State  
11 of California.

12 The foregoing Ordinance was introduced by the Board of Supervisors of the County of San Benito,  
13 State of California, at a regular meeting of said Board held on the 7<sup>th</sup> day of February, 2017, and  
14 was passed and adopted at a regular meeting of said Board held on the 21<sup>st</sup> day of February, 2017,  
15 by the following roll call vote:

16 AYES: Supervisor(s)

17 NOES: Supervisor(s)

18 ABSTAIN: Supervisor(s)

19 ABSENT: Supervisor(s)

20 By: \_\_\_\_\_  
21 Jaime De La Cruz, Chair

22 **ATTEST:**  
23 Chase Graves, Clerk of the Board

24 **APPROVED AS TO LEGAL FORM:**  
25 San Benito County Counsel's Office

26 By: \_\_\_\_\_

27 By: Shirley L. Murphy  
28 Shirley L. Murphy, Deputy County Counsel

Date: \_\_\_\_\_

Date: Jan. 30, 2017





# SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

## BOARD OF SUPERVISORS

MARGIE BARRIOS  
District One  
ANTHONY BOTELHO  
District Two  
ROBERT RIVAS  
District Three  
JERRY MUENZER  
District Four  
JAIME DE LA CRUZ  
District Five

**Item Number: 18.**

**MEETING DATE:** 2/21/2017

**DEPARTMENT:** RESOURCE MANAGEMENT AGENCY

**DEPT HEAD/DIRECTOR:** Brent Barnes

**AGENDA ITEM PREPARER:** Brent Barnes

**SBC DEPT FILE NUMBER:** 790

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - B. BARNES**

Approve Memorandum of Understanding (MOU) between City of Hollister and San Benito County ("SBC") establishing the rights and responsibilities of the Parties for the recruitment, selection, employment, job duties, and supervision of the City of Hollister Housing Programs Coordinator; and authorizing reimbursement to the City for the costs relating to employment of a Housing Programs Coordinator.

SBC FILE NUMBER: 790

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

In August, 2016, staff requested that the Board approve a Memorandum of Understanding (MOU) between City of Hollister and San Benito County ("SBC") establishing the rights and responsibilities of the Parties for the recruitment, selection, employment, job duties, and supervision of the City of Hollister Housing Programs Coordinator; and authorizing reimbursement to the City for the costs relating to employment of a Housing Programs Coordinator. At that time, the anticipated cost to the County was \$24,000, representing 1/2 of the salary of the position. The Board unanimously approved the MOU.

The City has forwarded an approved and partially executed copy of the MOU, but it includes two changes of note from the MOU considered by the Board of Supervisors in August:

- The base salary of the Housing Programs Coordinator has increased from \$48,000 to a maximum of \$69,916.60 annually.
- The Housing Programs Coordinator will be a member of the SEIU bargaining unit.

Since the County would be obligated to pay 1/2 of the base salary, the increase in salary would add a maximum of \$10,580.30 to the overall cost of the program. Most other provisions of the MOU (responsibility for fringe benefits, sharing of travel expense, etc.) remain unchanged.

In this revised MOU, County staff suggested (1) a minor change to paragraph 7 to reflect the employee will be hired pursuant to City personnel rules, (2) modification to 12c to add "subject to the County's Information Technology Department's approval of the connection and any necessary security procedures/measures", and most importantly, (3) the addition of 13e, addressing that work performed will be based on each entity's share of total costs. As a result, this revised MOU will have to go back to the City Council for approval after the February 21, 2017 Board of Supervisors' meeting.

**BUDGETED:**

No

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

34,580.30

**STAFF RECOMMENDATION:**

It is respectfully recommended that the Board of Supervisors:

- (1) Approve the MOU between the County and the City of Hollister establishing the rights and responsibilities of the Parties for the recruitment, selection, employment, job duties, and supervision of the City of Hollister Housing Programs Coordinator and authorize the Chair to sign the MOU;
- (2) Authorize staff to participate in the recruitment and hiring of the City of Hollister Housing Programs Coordinator.

**ADDITIONAL PERSONNEL:** Yes

**ATTACHMENTS:**

Description	Upload Date	Type
MOU	2/15/2017	MOU
Hollister Resolution Authorizing Hire	12/9/2016	Cover Memo
Housing Programs Coordinator Job Description	12/9/2016	Cover Memo



**MEMORANDUM OF UNDERSTANDING**  
BETWEEN CITY OF HOLLISTER AND  
SAN BENITO COUNTY REGARDING  
CITY OF HOLLISTER HOUSING PROGRAMS COORDINATOR

This Memorandum of Understanding (MOU) between the City of Hollister and San Benito County (“SBC”) establishes the rights and responsibilities of the Parties for the recruitment, selection, employment, job duties, and supervision of the City of Hollister Programs Coordinator.

**RECITALS**

1. The Parties recognize the need for and advantages of utilizing the services of the City of Hollister Development Services Director to supervisor the City of Hollister Housing Programs Coordinator (hereinafter “Coordinator”).
2. The Parties recognize the potential advantage of implementing a joint City-County affordable housing program.
3. The Parties intend to utilize the cooperative working arrangement between the City of Hollister and County staff and, in particular, the services of the Coordinator, to implement a joint affordable housing program.

**TERMS AND CONDITIONS**

1. The Recitals contained herein are an integral part of this MOU.
2. City of Hollister shall determine the priorities and duties of the Coordinator, in accordance with an approved written job description.
3. The parties agree to participate and cooperate in the recruitment, hiring, and employment of the Coordinator and the implementation of affordable housing programs.
4. City of Hollister shall be responsible for all costs of recruiting, hiring, training, and employing Coordinator.
5. City of Hollister Development Services Director shall serve as the City of Hollister representative for purposes of this MOU.
6. The SBC Planning and Inspection Department Head shall serve as the SBC representative (hereinafter “SBC Representative”) for purposes of this MOU.
7. Employment:
  - a. City of Hollister shall advertise the position in accordance with adopted City of Hollister recruitment and hiring policies.
  - b. City of Hollister Representative and SBC Representative shall review applications and by mutual consent determine a pool of qualified

candidates to consider for employment. If there is disagreement between the City of Hollister Representative and SBC Representative about the qualifications of a candidate, the candidate will not be included in the pool for further consideration.

- c. City of Hollister shall implement City of Hollister procedures for interviewing and selecting a candidate. The City of Hollister Representative and the SBC Representative shall both participate in interviews, establishment of a pool of best-qualified candidates, and candidate selection.
  - d. City of Hollister Representative and the SBC Representative shall jointly make a final determination of the ranking of best-qualified candidates.
  - e. City of Hollister shall make an offer of employment to the chosen candidate in accordance with adopted City employment and personnel policies and, in the event that the first-choice candidate is not hired, City of Hollister shall make an offer of employment to successive best-qualified candidates in order of ranking as it deems appropriate.
8. Supervision
- a. The City of Hollister Development Services Director shall supervise the Coordinator in the same manner that City Development Services Department employees are supervised. The Coordinator's job duties shall be established by the City of Hollister and shall include City of Hollister's identified priorities and responsibilities for the affordable housing program.
  - b. Using City of Hollister's evaluation tools and procedures, and in consultation with the City of Hollister Representative, the Development Services Director shall evaluate the Coordinator in writing monthly for the first three (3) months of employment every three (3) months for the next nine (9) months of employment, and annually after the first twelve months of employment.
  - c. The City of Hollister Development Services Director shall promptly provide the SCB Representative with a written copy of each evaluation and shall discuss any concerns.
  - d. The City of Hollister Development Services Director shall recommend any disciplinary action deemed appropriate should it become necessary, up to and including termination, and any disciplinary action regarding Coordinator shall be pursued by the City of Hollister and shall comply with the Personnel Rules and Regulations of the City of Hollister.
9. Promotion/Termination of the Coordinator
- a. In the event that an opportunity for promotion is made available by The City of Hollister, the City of Hollister Development Services Director shall

provide a written recommendation regarding the suitability of the person filling the Coordinator position for such promotion.

- b. In the event that the City of Hollister Development Services Director recommends and it is determined that the Coordinator should be terminated, the City of Hollister policies pertaining to employment termination shall be followed.

#### 10. Workers Compensation

- a. City of Hollister shall provide full workers compensation coverage at the City of Hollister's sole cost for Coordinator.
- b. If City of Hollister identifies concerns regarding work-related conditions, the Parties shall work together to address and resolve those concerns.

#### 11. Training

- a. City of Hollister shall provide adequate funding for expenses related to the Coordinator's attendance at relevant trainings offered by the California Department of Housing and Community Development, and at other relevant housing workshops and trainings, in an annual amount not less than \$2,000.
- b. City of Hollister and SBC shall share transportation to and from training events, and divide the costs equally, whenever possible for the Coordinator.

#### 12. Provision of office space and equipment

- a. The City of Hollister shall provide a computer for the Coordinator.
- b. The City of Hollister shall provide suitable office space, office equipment (including telephone, fax, copier, printer), and office supplies for the Coordinator.
- c. SBC shall provide for the installation, connection, and service for the connection of Coordinator's computer to the SBC computer network, subject to the County's Information Technology Department's approval of the connection and any necessary security procedures/measures.

#### 13. Payment by SBC

- a. All computer connections and monthly service charges related to the SBC computer network shall be provided solely at the expense of SBC.
- b. SBC shall reimburse The City of Hollister in the amount of 50% of the Coordinator's base salary.
- c. City of Hollister shall bill SBC for all costs incurred on a monthly basis and SBC shall make payment within 30 days.
- d. The salary range for the Housing Programs Coordinator is \$57,520.32 to \$69,916.60
- e. Employee shall perform work for San Benito County and City of Hollister based on each entity's share of total costs. Except for unusual circumstances,



Employee shall be stationed at County offices two days per week. Quarterly, Employee shall provide a report to the Board of Supervisors of the total hours worked/work performed on behalf the County.

14. Termination of MOU

- a. The provisions of this MOU may be terminated upon 90 days written notice by either Party.

15. The Position of Housing Programs Coordinator shall be a member of the SEIU bargaining unit.

County of San Benito

Ray Espinosa, County Administrative officer

\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

County Clerk of the Board

\_\_\_\_\_

Date: \_\_\_\_\_

City of Hollister

William B. Avera, City Manager

\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Thomas A. Graves, MMC, City Clerk

\_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 2016-184**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER  
AUTHORIZING THE APPROVAL OF THE JOB DESCRIPTION, JOB TITLE AND  
SALARY RANGE FOR THE HOUSING PROGRAMS COORDINATOR POSITION**

**WHEREAS**, the City of Hollister approved the position of "Housing and Grant Coordinator" as a joint position between the City of Hollister and San Benito County with shared responsibilities;

**WHEREAS**, under further review of the position's tasks and duties, the "Housing and Grant Coordinator" position will need to be changed to "Housing Programs Coordinator";

**WHEREAS**, the Housing Programs Coordinator position will have a salary range of \$57,520.32 to \$69,916.60, which will be split 50/50 between the City of Hollister and San Benito County;

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Hollister, State of California authorizes the approval of the job title, job description and salary range for the position of Housing Programs Coordinator.

**PASSED AND ADOPTED**, by the City Council of the City of Hollister at a regular meeting held this 7th day of November, 2016, by the following vote:

**AYES:** Council Members Klauer, Gomez, Friend, Luna, and Mayor Velazquez.

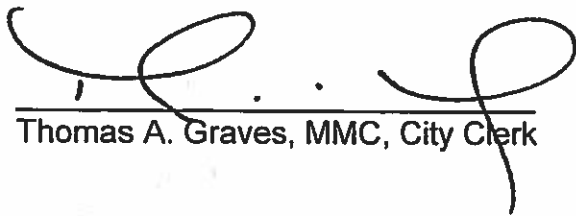
**NOES:** None.

**ABSENT:** None.



\_\_\_\_\_  
Ignacio Velazquez, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Thomas A. Graves, MMC, City Clerk

**APPROVED AS TO FORM:**

L+G LLP, Attorneys at Law

  
\_\_\_\_\_  
Bradley Sullivan, City Attorney

**DUPLICATE OF ORIGINAL  
ON FILE IN THE  
OFFICE OF THE CITY CLERK  
CITY OF HOLLISTER**



Department: **Development Services**  
Bargaining Unit: **SEIU**  
Salary Range: **E55**  
Last Revision: **2016**

## **HOUSING PROGRAMS COORDINATOR**

### **DEFINITION**

Under general direction, to supervise, plan, and coordinate the housing down payment assistance program and monitoring activities and operations of the City of Hollister; develops and coordinates grant-funded programs and required reporting; reviews literature dealing with funds available through grants from governmental agencies and private foundations to determine feasibility of developing programs to supplement annual budget allocations and support economic development.

### **SUPERVISION EXERCISED**

Exercises direct supervision over clerical staff.

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Plan, organize, review, evaluate, and participate in activities to implement various agency, grant, and privately funded programs related to housing and similar resources; assist the Program Manager in the administration of Development Services Department functions and projects.

Direct, coordinate, monitor, and evaluate housing programs for the City of Hollister and former redevelopment projects related to area of assignment; plan and execute all activities within assigned program areas including, community liaison, contract preparation, and supervision and marketing activities.

Prepare Federal and State grant applications; direct the maintenance of appropriate records; coordinate grant monitoring and reporting activities including CDBG, HOME and HUD.

Update CDBG Program Income Reports as necessary.

Coordinates CDBG Business Assistance Loan Program under the supervision of the director and consult with the program administrator and California Department of Housing and Community Development

Supports Economic Development Corporation of San Benito County as needed.

***City of Hollister Housing Programs Coordinator (Continued)***

Identify and obtain funding sources; design and implement funding programs for low income housing programs.

Coordinate assigned services and activities with those of other divisions and outside agencies and organizations including with legal counsel, consultants, and non-profit agencies as necessary

**EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES**

Coordinate assigned services and activities with those of other divisions and outside agencies and organizations including with legal counsel, consultants, and non-profit agencies as necessary.

**OTHER JOB RELATED DUTIES**

Perform related duties and responsibilities as assigned.

**JOB RELATED AND ESSENTIAL QUALIFICATIONS**

**Knowledge of:**

Principles, practices, and techniques of implementing and managing block grant, Housing Funds, and other public and private finance programs.

Principles, practices and techniques of rehabilitation loan and down payment assistance programs.

Participant requirements and funding source constraints of rehabilitation loan programs.

Program management, contract compliance, and monitoring techniques.

Knowledge of construction contract procedures, including bidding process.

Knowledge of construction review process.

Research and financial analysis techniques.

Principles of budget preparation and control.

Principles of supervision, training, and performance evaluation.

Pertinent Federal, State, and local laws, codes, and regulations.

Modern office practices, methods, and computer equipment.

Principles and procedures of records keeping and reporting.

## ***City of Hollister Housing Programs Coordinator (Continued)***

### **Ability to:**

Manage and coordinate the work of assigned personnel.

Plan, implement, monitor, and evaluate a variety of housing programs.

Develop and prepare grant applications.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Interpret and apply the policies, procedures, laws, and regulations pertaining to assigned programs and functions.

Prepare and maintain accurate and complete records.

Prepare clear and concise reports and correspondence.

Respond to requests and inquiries from the general public.

Handle multiple concurrent projects and manage priorities and tasks.

Communicate clearly and concisely, both orally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

### **Experience and Training Guidelines**

*Any combination equivalent to experience and training that would provide the required knowledge, skills, and abilities would be qualifying. A typical way to obtain the knowledge, skills, and abilities would be:*

#### **Training:**

Equivalent to a Bachelor's degree from an accredited college or university with major course work in planning, public policy, business administration, public administration, or a related field.

#### **License or Certificate:**

Possession of, or ability to obtain, an appropriate, valid driver's license.

#### **Special Requirements**

*Essential duties require the following physical skills and work environment:*

- Ability to work in a standard office environment with some ability to sit, stand, walk, kneel, crouch, stoop, squat, crawl, twist, and climb; some exposure to outdoors; ability to travel to different sites and locations.

**Effective Date: November 7, 2016**



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 19.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: Brent Barnes**

**AGENDA ITEM PREPARER: Shandell Clark**

**SBC DEPT FILE NUMBER: 790**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - B. BARNES**

Approve Contract Amendment #2 with First Carbon Solutions for CEQA compliance Services for TSM 15-93/FAY in the amount of \$8,945.00 for a total contract amount of \$113,245.00.

SBC FILE NUMBER: 790

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

An amendment to the contract is required because of additional geotechnical work necessary to determine a fault line location.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**



**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Approve Contract Amendment #2 with First Carbon Solutions for CEQA compliance Services for TSM 15-93/FAY in the amount of \$8,945 for a total contract amount of \$113,245.00 and authorize Chair to sign contract amendment.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
2nd Amendment with Ex. 1 (1st Amendment & initial contract) attached	2/10/2017	Contract Amendment

## AMENDMENT TO CONTRACT

# 2

The County of San Benito ("COUNTY") and First Carbon Solutions  
("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

### 1. Existing Contract.

#### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated March 8, 2016.

#### b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: August 9, 2016

#### c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

### 2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

#### a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of \_\_\_\_\_, to a new expiration date of \_\_\_\_\_.

#### b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

#### **Modified or New Scope of Services:**

(Insert modified or new services.)

**Task 2.A and Subtasks 4.1 and 4.2 set forth in Attachment A (Scope of Services) to the original contract, as previously amended (Exhibit 1) are modified to add additional services as specified below. Except as expressly modified in this amendment, all other Tasks and Subtasks specified in Attachment A to the original contract, as previously amended (Exhibit 1) shall remain in full force and effect.**

**Task 2.A (Technical Study - Peer Review of Technical Studies) of Phase 2 (Technical Studies) is hereby modified to add the following paragraph at the end of Task 2.A. The remainder of Task 2.A shall remain in full force and effect:**

**Incorporate Results of Updated Applicant Studies into CEQA Document:** Based on the peer review memos supplied by the Contractor, the Applicant will update its technical reports and resubmit them to County staff, who shall provide them to Contractor for additional peer review. Contractor shall conduct additional peer review of the updated studies and incorporate the results into the CEQA document, as appropriate.

**Subtask 4.1 (Meeting Attendance) of Task 4 (Meeting and Management) of Phase 4 (Initial Study/Mitigated Negative Declaration) is hereby modified to add the following paragraph at the end of Subtask 4.1. The remainder of Subtask 4.1 shall remain in full force and effect:**

**Additional Meetings/Conference Calls:** Contractor and Subcontractor staff will participate in conference calls with County staff and/or the Applicant team to discuss details of additional work to be done on technical studies to inform the CEQA analysis as well as the results of that additional work. This assumes up to four (4) additional 60-minute conference calls. Additionally, this includes time for Subcontractor staff to attend two (2) conference calls not anticipated in Subcontractors' original scopes of work.

**Subtask 4.2 (Project Management) of Task 4 (Meeting and Management) of Phase 4 (Initial Study/Mitigated Negative Declaration) is hereby modified to add the following paragraph at the end of Subtask 4.2. The remainder of Subtask 4.2 shall remain in full force and effect:**

**Additional Project Management and Coordination:** Contractor will coordinate by email and phone with County staff and the Subcontractor team to set up conference calls, prepare for meetings, and address any follow up actions resulting from the calls, such as drafting memoranda or answering questions by email or phone.

- The services specified in the original contract are deleted in their entirety and replaced with the following services:

**New Scope of Services:**  
(Insert new services.)

**c. Payment Terms.** (Check one.)

- The payment terms in the original contract (Exhibit 1) are not modified.  
 The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)  
 The payment terms are modified only as specified below:

**Modified or New Payment Terms:**  
(Insert modified or new payment terms.)

**Paragraph B-3 of Attachment B (Payment Terms) to the original contract (Exhibit 1) is amended to add \$8,945.00 to the contract budget to increase the overall budget to \$113,245.00, as follows:**

<b>Original Contract:</b>	<b>\$51,400.00</b>
<b>Amendment #1:</b>	<b>\$52,800.00</b>
<b>Amendment #2:</b>	<b><u>\$ 8,945.00</u></b>
	<b>\$113,245.00</b>

**Accordingly, Paragraph B-3 of Attachment B to the original contract (Exhibit 1) is hereby revised to read as follows:**

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ \_\_\_\_\_, or  
 a total sum not to exceed \$ 113,245

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**Attachment B-1 to Attachment B (Payment Terms) to the original contract, as previously amended (Exhibit 1) is hereby amended to modify the following budget line items for the following tasks and subtasks:**

<b>Task 2.A of Phase 2: Incorporate Results of Updated Applicant Studies into CEQA Documents</b>	<b>\$2,400.00</b>
<b>Subtask 4.1 of Task 4 of Phase 4: Additional Meeting/Conference Calls</b>	<b>\$3,680.00</b>
<b>Subtask 4.2 of Task 4 of Phase 4: Additional Project Management and Coordination</b>	<b>\$2,865.00</b>
<b>Total Fee (2<sup>nd</sup> Amendment)</b>	<b>\$8,945.00</b>

**All other provisions of the table set forth in Attachment B-1 and all other provisions in Attachment B to the original contract, as previously amended (Exhibit 1) shall remain in full force and effect.**

- The payment terms are deleted in their entirety and replaced with the following payment terms:

**New Payment Terms:**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.  
 Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.  
 The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

a total lump sum payment of \$ \_\_\_\_\_, or

a total sum not to exceed \$ \_\_\_\_\_,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS: (Check one.)**

There are no additional terms of compensation.

The following specific terms of compensation shall apply:  
(Specify)

**d. Other Terms. (Check one.)**

There are no other terms of the original contract that are modified.

Other terms of the original contract are modified only as specified below:

**Other Modified or New Terms:**  
(Insert other modified or new terms.)

**3. Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

**CONTRACTOR**

*Mary Bean*

\_\_\_\_\_  
Name/Title: Mary Bean, Vice-President

*1.18.17*

\_\_\_\_\_  
Date

**COUNTY**

San Benito County Board of Supervisors

\_\_\_\_\_  
Jaime De La Cruz, Chair

\_\_\_\_\_  
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

*Shirley L. Murphy*

\_\_\_\_\_  
Shirley L. Murphy, Deputy County Counsel

*Feb. 1, 2017*

\_\_\_\_\_  
Date



**EXHIBIT 1  
TO AMENDMENT # 2**

**ORIGINAL  
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

## AMENDMENT TO CONTRACT

# 1

The County of San Benito ("COUNTY") and First Carbon Solutions.  
("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

### 1. Existing Contract.

#### a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated March 8, 2016.

#### b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: \_\_\_\_\_

#### c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

### 2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

#### a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of \_\_\_\_\_, to a new expiration date of \_\_\_\_\_.

b. **Scope of Services.** (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

**Modified or New Scope of Services:**

**Attachment A to the original contract (Exhibit 1) is modified to add the following services under a new heading, "Phase 4 – Initial Study/Mitigated Negative Declaration", immediately following "Task 3.4, Project Management", on page 6 of Attachment A, to read as follows:**

**Phase 4 – Initial Study/Mitigated Negative Declaration**

This Phase will cover the completion of technical peer reviews described in Phase 2 of Attachment A to this contract, as well as preparation of an Initial Study/Mitigated Negative Declaration.

**Task 1: Technical Studies**

**Subtask 1.A: Peer Review of Technical Studies**

CONTRACTOR, and the technical sub-consultants listed below, will peer review the technical studies prepared by the applicant's consultants to identify any specific data gaps or further recommendations. This information will be summarized for the County in a technical memo. All peer reviews will be limited to reviewing the adequacy of the information and conclusions contained in the studies; no new analysis is proposed.

The applicant-submitted studies include an air quality report; biological constraints analysis; archeological, paleontological and historic resources reports; two geotechnical reports; noise letter report; Phase II hazardous materials report; transportation impact study; and sanitary sewer study.

CONTRACTOR has identified the following firms as responsible for peer reviewing the various technical studies:

- CONTRACTOR: Air Quality, Biological Resources, Cultural Resources, and Noise Reports
- Leighton and Associates, Inc.: Geotechnical Reports and Phase II Environmental Site Assessment
- Fehr & Peers: Traffic Study
- Balance Hydrologics, Inc.: Water Letter
- CIVILTEC Engineering, Inc.: Sewer Study

If the initial peer review determines that any of the technical studies prepared by the applicant's consultants are not adequate for use in preparing the CEQA document, CONTRACTOR will recommend to the County that this scope of work be further amended to include preparation of new technical document(s).

### **Subtask 1.B: Technical Study – Land Evaluation and Site Assessment Model**

The California Department of Conservation, Farmland Mapping and Monitoring Program maps the project site as containing "Prime Farmland," which is considered "Important Farmland" for CEQA purposes. CONTRACTOR will obtain GIS data for Important Farmland, soils, and protected lands in the project vicinity and prepare maps identifying land classifications, soil classifications, and the zone of influence. Maps will be provided in color and identify the acreage of each relevant unit in the legend. Using GIS mapping, CONTRACTOR will identify the scoring for the project site as it relates to various Land Evaluation and Site Assessment (LESA) Modeling categories, including project acreage, soil quality, water availability, and proximity of protected agricultural lands. CONTRACTOR will sum the relevant scores in accordance with LESA Model methodology and determine whether the proposed conversion of agricultural land to non-agricultural use constitutes a significant impact.

### **Subtask 1.C: Greenhouse Gas Emissions Analysis**

The applicant-commissioned air quality report was limited to criteria pollutants; it did not address greenhouse gas emissions. Accordingly, CONTRACTOR will provide a greenhouse gas assessment to support the environmental checklist. The proposed project would entail construction and operation activities that would emit greenhouse gas emissions. CONTRACTOR will follow guidance presented by Monterey Bay Unified Air Pollution Control District (APCD) in its CEQA Air Quality Guidelines.

CONTRACTOR will use the most current version of the California Emissions Estimator Model (CalEEMod) at the time the analysis is prepared to quantify greenhouse gas emissions. CONTRACTOR will use the APCD's CEQA Guidelines as the basis for assessing greenhouse gas emissions impacts, including the document's recommendations for analytical approaches, thresholds, and—if necessary—mitigation measures. Emissions modeling methodology and assumptions, as well as model output, will be provided in an appendix to the environmental checklist.

CONTRACTOR will evaluate the project's greenhouse gas impacts, including consistency with applicable strategies intended to reduce such emissions.

## **Task 2: Administrative Draft Initial Study/Mitigated Negative Declaration**

CONTRACTOR will prepare an Administrative Draft IS/MND for County staff review that will evaluate the proposed project's impacts. The IS/MND format will include separate sections for discussion of each CEQA Guidelines Appendix G Environmental Checklist impact category, and it will be adequately supported by exhibits (including color GIS mapping, as appropriate). The IS/MND will evaluate project impacts against each question on the Appendix G Environmental Checklist and determine whether a potentially significant impact occurs that requires mitigation or if impacts would be less than significant and would not require mitigation. If potentially significant impacts are identified, CONTRACTOR will draft mitigation measures that would reduce the impact to a level of less than significant.

The following issues will be evaluated in the IS/MND:

- Aesthetics, Light, and Glare
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology, Soils, and Seismicity
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Utility Systems

Deliverables

- One (1) electronic version (via email) of the Administrative Draft IS/MND to the County

## **Task 3: Draft Initial Study/Mitigated Negative Declaration**

Upon receipt of one consolidated set of County staff comments on the Administrative Draft IS/MND, CONTRACTOR will revise the document and prepare the Draft IS/MND for public release. CONTRACTOR will provide copies of the Draft IS/MND and the Notice of Completion to the State Clearinghouse to formally begin the 30-day public review process. (Alternately, if the County determines that only a 20-day local public review period is appropriate, CONTRACTOR will forego sending copies to the State Clearinghouse). CONTRACTOR will provide the County with hard copies and CDs of the Draft IS/MND

Deliverables

- 15 hard copies of the Draft IS/MND (appendices on CD), 15 CDs of the Draft IS/MND and appendices, and one (1) electronic version (via email) of the Draft IS/MND to the County

- 15 Executive Summary hard copies of the Draft IS/MND, 15 CDs of the Draft IS/MND and appendices, and the Notice of Completion to the State Clearinghouse (if the 30-day review period is pursued)

#### **Task 4: Meeting and Management**

##### **Subtask 4.1: Meeting Attendance**

CONTRACTOR will meet by phone with County staff during the preparation of the IS/MND to discuss and resolve issues, develop strategies, and confirm next steps. This proposal and its associated budget cover attendance by CONTRACTOR' Project Manager at two (2) public meetings. A not-to-exceed budget has been established to cover meeting attendance. If County staff requests additional meeting attendance by CONTRACTOR staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, CONTRACTOR will notify County staff of the additional costs and obtain authorization for the extra meeting time.

##### **Subtask 4.2: Project Management**

In addition to the research, analysis, communications, and report writing tasks described above, CONTRACTOR will perform a variety of project management duties to ensure that the IS/MND meets the County's standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with the applicant and County staff, project accounting, and quality assurance review by CONTRACTOR'S Project Director and Technical Editor of all deliverable products. These services also will include ongoing support to County staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues. This task assumes 20 hours of staff time.

**Attachment A of the original contract (Exhibit 1) is modified to amend the provisions under the heading, "Tasks Outside of Scope of Work" on page 6 of Attachment A, to read as follows:**

#### **Written Responses to Comments**

The CEQA Guidelines do not require lead agencies to prepare written responses to comments received on IS/MNDs. As such, CONTRACTOR'S scope of work does not include time or budget for preparing written responses to comments received by the County concerning the IS/MND. Should the County request that CONTRACTOR prepare written responses to comments, a separate scope and fee will be prepared.



## **Newspaper Noticing/Local Noticing**

CONTRACTOR assumes that County staff will be responsible for any public noticing related to the adoption of the IS/MND.

## **Findings of Fact**

CONTRACTOR assumes that the County's legal counsel will prepare the Findings of Fact to allow adoption of the IS/MND.

## **Notice of Determination Filing/Payment of Fees**

CONTRACTOR assumes that the applicant will file the Notice of Determination with the San Benito County Clerk's Office within five (5) business days of adoption of the IS/MND. The purpose of the Notice of Determination filing is to limit the legal challenge period to 30 days. If a Notice of Determination is not filed within five (5) business days of certification, the legal challenge period defaults to 180 days. CONTRACTOR assumes the applicant would be responsible for payment of the filing fees for the IS/MND in effect at the time of filing.

Attachment A of the original contract (Exhibit 1) is further modified to add the following table under the heading, "Schedule", immediately after the table labeled "Phase 3 – Addendum", as set forth in Attachment A. The additional table will read as follows:

### **Phase 4 – Initial Study/Mitigated Negative Declaration**

<b>Task</b>	<b>Week</b>
Receive Notice to Proceed	1
Submit Peer Review Memo(s)	3
<i>Prepare Updates to Technical Reports based on peer review</i>	<i>TBD</i>
Submit Administrative Draft IS/MND	6
County Comments on Administrative Draft IS/MND	8
Release Draft IS/MND for 30-day public review period	9
Public Meeting(s)	TBD

All other provisions of Attachment A to the original contract shall remain the same.

The services specified in the original contract are deleted in their entirety and replaced with the following services:

**New Scope of Services:**

(Insert new services.)

**c. Payment Terms. (Check one.)**

The payment terms in the original contract (Exhibit 1) are not modified.

The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The payment terms are modified only as specified below:

**Modified or New Payment Terms:**

Paragraph B-3 of Attachment B to the original contract (Exhibit 1) is amended to add \$52,800.00 to the contract budget to increase the overall budget to \$104,300.00, as follows:

Original Contract	\$ 51,400.00
Amendment #1:	\$ <u>52,800.00</u>
Total:	\$104,300.00

Accordingly, Paragraph B-3 of Attachment B to the original contract (Exhibit 1) is hereby revised to read as follows:

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR:

a total lump sum payment of \$ \_\_\_\_\_, or  
 a total sum not to exceed \$104,300.00 \_\_\_\_\_,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

Attachment B-1 to the original contract (Exhibit 1) is hereby revised to add the following table below the table labeled "Phase 3 – Addendum", to read as follows:

**Phase 4 – Initial Study/Mitigated Negative Declaration**

Task	Fee
Peer Review – Air Quality (CONTRACTOR)	\$2,000
Peer Review – Biological Resources (CONTRACTOR)	\$2,000
Peer Review – Cultural Resources (CONTRACTOR)	\$2,000
Peer Review – Geotechnical and Hazardous Materials (Leighton and Associates, Inc.)	\$5,000
Peer Review – Transportation (Fehr & Peers)	\$7,500
Peer Review – Water (Balance Hydrologics, Inc.)	\$4,800
Peer Review – Sewer Study (CIVILTEC Engineering, Inc.)	\$3,500
Technical Study – Land Evaluation and Site Assessment Model	\$4,000
Technical Study – GHG Analysis	\$3,000
Administrative Draft IS/MND	\$10,000
Draft IS/MND	\$4,000
Management and Meetings	\$3,000
Direct Costs	\$2,000
<b>Total Professional Fee</b>	<b>\$52,800</b>

All other provisions of Attachment B to the original contract (Exhibit 1) shall remain the same.

The payment terms are deleted in their entirety and replaced with the following payment terms:

**New Payment Terms:**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.
- Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (Check one.)

a total lump sum payment of \$ \_\_\_\_\_, or

a total sum not to exceed \$ \_\_\_\_\_,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS: (Check one.)**

There are no additional terms of compensation.

The following specific terms of compensation shall apply: (Specify)

**d. Other Terms. (Check one.)**

There are no other terms of the original contract that are modified.

Other terms of the original contract are modified only as specified below:

**Other Modified or New Terms:**

(Insert other modified or new terms.)

**3. Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

**CONTRACTOR**

Mary Bean  
Name/Title: Mary Bean, Vice-President

8/2/16  
Date

**COUNTY**

San Benito County Board of Supervisors

Robert Rivas  
Robert Rivas, Chair

8/9/16  
Date

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel

Aug. 2, 2016  
Date

**EXHIBIT 1**  
**TO AMENDMENT # 1**

**ORIGINAL**  
**CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

## C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and First Carbon Solutions ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on March 8, 2016, and end on Completion of the Scope of Work Identified in Attachment A, unless sooner terminated as specified herein.

**2. Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

**3. Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$250,000/\$500,000

**6. Termination.**

The number of days of advance written notice required for termination of this contract is 30.

**7. Specific Terms and Conditions (check one)**

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.



**8. Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Brent Barnes

Title: RMA Director

Address: 2301 Technology Parkway

Hollister, California 95023

Telephone No.: 831-636-4170

Fax No.: 831-636-4176

Contract Administrator for CONTRACTOR:

Name: Mary Bean

Title: Vice President

Address: 1350 Treat Boulevard, Suite 380

Walnut Creek, CA 94597

Telephone No.: (925) 357-2562

Email: mbean@fcs-intl.com

**SIGNATURES**

APPROVED BY COUNTY:

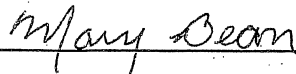
  
\_\_\_\_\_

Name: Robert Rivas

Chair, Board of Supervisors

Date: 3/22/16

APPROVED BY CONTRACTOR:

  
\_\_\_\_\_

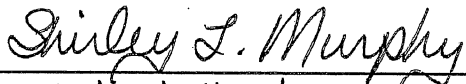
Name: Mary Bean

Title: Vice President

Date: 2.29.16

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

  
\_\_\_\_\_

By: Shirley L. Murphy  
~~Barbara Thompson, Deputy County Counsel~~

Date: March 15, 2016

**ATTACHMENT A**  
**SCOPE OF SERVICES**

**Project Understanding**

The approximately 27.26-acre project site is located at 3061 Southside Road in unincorporated San Benito County, California. The project site is bounded by Southside Road (west), an agricultural property (north), a swale and undeveloped land (east), and rural residential uses (south). The project site contains an approximately 14-acre walnut orchard and is mapped as "Prime Farmland" by the California Department of Conservation Farmland Mapping and Monitoring Program. The project site also contains a grass pasture and two single-family residential structures. The Calaveras Fault crosses the project site. The project site is designated "Rural Urban" by the County of San Benito General Plan and zoned "R-1" by the San Benito County Zoning Ordinance.

The project applicant is proposing to subdivide the project site to create 84 single-family residential lots. Vehicular access would be taken from a single street connection to Southside Road. An interim emergency vehicle access would be installed at the northern property line and would provide restricted access for public safety providers in the event of an emergency. The project's internal circulation system is contemplated to connect to a future residential subdivision to the north, which would allow for a second point of vehicular access. The eastern portion of the project site would remain undeveloped and would serve as the setback area from the Calaveras Fault. The project application requires approval of a Tentative Subdivision Map.

The County's Request For Proposals dated December 23, 2015 indicated that the County is considering the use of CEQA Guidelines Section 15183 as the basis for environmental review. CEQA Guidelines Section 15183 applies to projects that are consistent with a Community Plan, General Plan, or Zoning, and is intended to streamline the environmental review process by only evaluating project-specific characteristics that are peculiar to the project, were not evaluated in a previous EIR, or may have a more severe impact that previously disclosed in the EIR.

In this case, the County's General Plan EIR is the applicable CEQA document against which the project will be evaluated. FCS will undertake the following tasks:

1. Consider the extent of analysis that occurred in the General Plan EIR and determine whether there are site-specific or project-specific issues that require additional analysis to ensure full disclosure and mitigation of impacts;
2. Document conclusions regarding whether additional analysis is required; and
3. Describe how any significant project impacts will be adequately mitigated based on the applicable mitigation measures set forth in the General Plan EIR (supplemented to the extent necessary with additional detail to ensure mitigation measures are implemented as envisioned in the General Plan EIR) as well as the application of other uniformly applied development policies and standards.

Accordingly, we have proposed a three-phase work plan. Phase 1 pertains to the preparation of a Memorandum identifying the key conclusions of the General Plan EIR and how the proposed project's characteristics and impacts compare to those conclusions. Phase 2 encompasses the technical studies that are anticipated to be necessary to support the CEQA document. (Note that the County has the discretion to select the technical studies it determines to be necessary for this purpose.) Finally, Phase 3 provides a scope of work for an Addendum that will contain a summary of the analysis and conclusions from Phases 1 and 2, and any additional analysis required to comply with CEQA. If a document other than an addendum is determined to be necessary, FCS can revise our scope of work accordingly.

## **Phase 1 –Memorandum**

### **Task 1.A: Project Initiation**

FCS's Project Manager and other key team members will meet with County staff to clarify and confirm the project description, identify key contacts, discuss scheduling targets, and obtain copies of the County of San Benito General Plan, the General Plan EIR, and other relevant information. This task includes budget for a site visit at the project site.

### **Task 1.B: Draft Memorandum**

FCS will prepare a Memorandum identifying the conclusions set forth in the County of San Benito General Plan EIR and how project characteristics and potential impacts compare to applicable policies and conclusions set forth in the General Plan EIR. The purpose of the memorandum is to confirm whether an addendum to the General Plan EIR, utilizing CEQA Section 15183 would satisfy the requirements for analysis of the project.

Using biological resources as an example, FCS will (1) determine whether the biological resources impacted by the project were previously disclosed in the General Plan EIR; and (2), if they have been disclosed, FCS will determine whether the mitigation measures contained in the General Plan EIR, or other uniformly applied development policies or standards from the General Plan or other documents or codes would substantially mitigate project impacts. The following CEQA topics will be evaluated in the Memorandum:

- Aesthetics, Light, and Glare
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology, Soils, and Seismicity
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Utility Systems

## **Deliverables**

- One (1) electronic version (via email) of the Draft Memorandum to the County of San Benito

#### **Task 1.B: Meeting with County Staff**

FCS will meet with the County to discuss the memorandum, including the evaluation of CEQA topics, and the conclusions regarding the applicability of CEQA Section 15183. If additional analysis is found to be necessary, FCS will discuss with the County the scope and extent of each technical study.

If FCS determines, based on the analysis conducted for the memorandum, that an addendum to the General Plan EIR using CEQA Section 15183 does not appear to be appropriate, FCS will discuss this with the County and will recommend an alternative course for review. (FCS would then revise the scope of work accordingly.)

#### **Task 1.C: Final Memorandum**

Following the meeting with County staff, and receipt of one set of County comments on the Draft Memorandum, FCS will revise the document to address the comments and submit the final memorandum to the County.

#### **Deliverables**

- One (1) electronic version (via email) of the Final Memorandum the County of San Benito

### **Phase 2 – Technical Studies**

As noted in Task 1.B, FCS will discuss with the County whether any further technical analysis is required. Following the peer review in Task 2.A, FCS provides examples of additional technical analyses that are typically performed in evaluating a new subdivision. FCS will confirm with the County the specific scope and extent of any additional technical analysis before undertaking this Phase.

#### **Task 2.A: Technical Study – Peer Review of Technical Studies**

FCS will perform an initial review of the technical studies prepared by the applicant's consultants for completeness and adequacy for use in the CEQA document. The RFP included a biological constraints analysis, transportation impact study, and preliminary storm drain report; if additional studies are made available, FCS can provide an updated scope to fold them into this task. If the technical studies are deemed generally adequate, then FCS will perform a peer review to identify any specific data gaps or further recommendations. This information will be summarized for the County in a technical memorandum.

If FCS's initial review determines that any of the technical studies prepared by the applicant's consultants are not adequate for use in preparing the CEQA document, FCS will recommend to the County that our scope be amended to include preparation of new technical document(s).

#### **Task 2.B: Technical Study – Land Evaluation and Site Assessment Model**

If found necessary following the completion of Phase 1, FCS will obtain GIS data for Important Farmland, soils, and protected lands in the project vicinity and prepare maps identifying land classifications, soil classifications, and the zone of influence. Maps will be provided in color and identify the acreage of each relevant unit in the legend. Using GIS mapping, FCS will identify the scoring for the project site as it relates to various Land Evaluation and Site Assessment (LESA) Modeling categories, including project acreage, soil quality, water availability, and proximity of protected agricultural lands. FCS will sum the

relevant scores in accordance with LESA Model methodology and determine whether the proposed conversion of agricultural land to non-agricultural use constitutes a significant impact.

#### **Task 2.C: Air Quality / Greenhouse Gas Emissions Analysis**

If found necessary following the completion of Phase 1, FCS will provide an air quality and greenhouse gas assessment to support the environmental checklist. The proposed project would entail construction and operation activities that would emit air pollutants and greenhouse gas emissions. FCS will follow guidance presented by Monterey Bay Unified Air Pollution Control District (APCD) in its CEQA Air Quality Guidelines. FCS will use the APCD's CEQA Guidelines as the basis for assessing air quality and greenhouse gas emissions impacts, including the document's recommendations for analytical approaches, thresholds, and—if necessary—mitigation measures. FCS will document the project's components relative to the APCD's screening criteria and thresholds of significance to support the impact determinations. Emissions modeling methodology and assumptions, as well as model output, will be provided in an appendix to the environmental checklist.

If during the analysis, FCS finds that the project exceeds the APCD's screening criteria, a Health Risk Assessment may be required as additional work not included in this scope. A qualitative analysis will be provided for the criteria pollutants. FCS will use the most current version of the California Emissions Estimator Model (CalEEMod) at the time the analysis is prepared to quantify greenhouse gas emissions.

The analysis will include a discussion of odor impacts that can occur during construction and the types of uses that are known to be potential odor sources as described in the APCD's guidance that may require additional analysis or mitigation if proposed for the site. Finally, FCS will evaluate the project's greenhouse gas impacts, including consistency with applicable strategies intended to reduce such emissions.

#### **Task 2.D: Phase I Cultural Resources Assessment**

If found necessary following the completion of Phase 1, FCS will prepare a Phase I Cultural Resources Assessment that includes the following tasks.

##### **Task 2.D.1: Record Searches**

FCS will request a records search at the Northwest Information Center. The record search will include a review of the National Register of Historic Places (NRHP), the California Register of Historical Resources, the California Inventory of Historic Resources, the California Historical Landmarks, the California Points of Historical Interest listings, the Historic Property Data File, historic maps, and other pertinent historic data.

A letter will be sent requesting the Native American Heritage Commission (NAHC) search its Sacred Lands File and provide a list of interested Native American tribal members who may have additional information about the project area. On the basis of information received from the NAHC, a letter will be sent to specific tribal entities requesting additional information from them about the proposed project area.

##### **Task 2.D.2: Cultural Resource Field Survey**

A pedestrian field survey will be conducted for the Fay Major Subdivision project site by an FCS Project Archaeologist. Aerial photographs indicate that the project site contains at least two residential

structures; therefore, this scope of work assumes that a minimum of two structures will need to be recorded.

### **Task 2.D.3: Report Preparation**

FCS will prepare a Phase I Cultural Resources Assessment Report that will detail the results of the field investigation, record searches, and any resources discovered. The report will meet Office of Historic Preservation (OHP) standards for Phase I Cultural Resource studies. The Phase I Report will include recommendations for further study and/or mitigation within the project area, as needed.

### **Optional Site Recordation**

Although considered highly unlikely, if cultural resource sites or resources are found within the project area, and if completion of DPR site forms is required, the Optional Site Recordation Task will be utilized. The cost for recording individual sites depends on what is found, but \$300 is the minimum charge for recording previously unrecorded sites.

FCS cannot determine, prior to completion of the field survey, the need for recordation or the number of additional sites to be recorded; therefore, we have established the Optional Site Recordation task line.

### **Task 2.E: Technical Study – Noise Analysis**

If found necessary following the completion of Phase 1, FCS will prepare a noise analysis for the proposed project that will include analysis of potential short-term construction and long-term operational noise impacts to adjacent noise-sensitive receptors. The existing noise conditions at the project site will be documented through traffic noise modeling and ambient noise (up to three short-term measurements) to determine compatibility for the proposed type of development with the County's land use compatibility standards. The potential noise and vibration impacts associated with project construction will also be quantified, and mitigation measures consistent with best management practices will be included as needed. A quantitative assessment of noise impacts related to project-related vehicular trips will be performed, and mitigation measures to reduce any potential impacts will be identified as needed. This technical analysis for potential noise impacts will be directly incorporated into the environmental document and noise monitoring readouts and modeling data included in the appendices.

### **Phase 3 – Addendum**

If the County determines that the proposed project's impacts do not exceed what was previously disclosed in the County General Plan EIR or constitute the disclosure of new information known at the time of preparation of the General Plan EIR, FCS will prepare an Addendum in accordance with CEQA Guidelines Section 151583. (If the County determines that an addendum would not be the appropriate CEQA document, FCS will revise this scope of work accordingly.)

#### **Task 3.1: Administrative Draft Addendum**

FCS will prepare an Administrative Draft Addendum for County staff review that will evaluate the conclusions contained in the General Plan EIR. The Addendum format will include separate sections for discussion of each Environmental Checklist impact category, and it will be adequately supported by exhibits (including color GIS mapping, as appropriate). The Addendum will provide a conclusion at the



end of each topical section identifying whether the proposed changes alter any conclusions contained in the previous environmental document.

### **Deliverables**

- One (1) electronic version (via email) of the Administrative Draft Addendum to the County of San Benito

#### **Task 3.2: Final Addendum**

Following receipt of one set of compiled County comments on the Administrative Draft Addendum, FCS will complete revisions and prepare the final Addendum. It is anticipated that the Addendum would be included as attachment to the Staff Report for the Planning Commission and Board of Supervisors meetings at which the Fay Major Subdivision application would be considered. Pursuant to the CEQA Guidelines, the Addendum does not need to be circulated for public review.

### **Deliverables**

- Ten (10) hard copies (appendices on CD), one (1) reproducible master copy, and one (1) CD of the Addendum to the County of San Benito.

#### **Task 3.3: Meeting Attendance**

FCS will meet by phone with County staff during the Addendum preparation process to discuss and resolve issues, develop strategies, and confirm next steps. This proposal and its associated budget cover attendance by FCS's Project Manager at two (2) public meetings. A not-to-exceed budget has been established to cover meeting attendance. If County staff requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify County staff of the additional costs and obtain authorization for the extra meeting time.

#### **Task 3.4: Project Management**

In addition to the research, analysis, communications, and report writing tasks described above, FCS will perform a variety of project management duties to ensure that the Addendum meets the County's standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with the applicant and County staff, project accounting, and quality assurance review by FCS's Project Director and Technical Editor of all deliverable products. These services also will include ongoing support to applicant and County staff, such as providing input to staff reports, regular schedule updates, and discussions of technical issues. This task assumes 20 hours of staff time.

#### **Tasks Outside of Scope of Work**

Below are tasks FCS has identified as being outside of its scope of work for the proposed project.

### **Written Responses to Comments**

CEQA Guidelines Section 15164(c) states that Addendums do not need to be circulated for public review. As such, FCS's scope of work does not include time or budget for preparing written responses to

comments received by the County of San Benito concerning the Addendum. Should the County request that FCS prepare written responses to comments, a separate scope and fee will be prepared.

**Newspaper Noticing/Local Noticing**

FCS assumes that County staff will be responsible for any public noticing related to the adoption of the Addendum.

**Findings of Fact**

FCS assumes that the County’s legal counsel will prepare the Findings of Fact (if necessary) to allow adoption of the Addendum.

**Notice of Determination Filing/Payment of Fees**

FCS assumes that County staff or the applicant will file the Notice of Determination (if applicable) with the San Benito County Clerk’s Office within five (5) business days of adoption of the Addendum. The purpose of the Notice of Determination filing is to limit the legal challenge period to 30 days. If a Notice of Determination is not filed within five (5) business days of certification, the legal challenge period defaults to 180 days. In the event fees are required, this scope of work assumes the County or applicant would be responsible for payment thereof.

**Schedule**

**Phase 1 - Memorandum**

FCS has prepared the following schedule identifying the timing of each task.

Task	Week
Receive Notice to Proceed	1
Submit Draft Memorandum	4
Received County Comments on Draft Memorandum	5
Submit Final Memorandum	6

**Phase 2 – Technical Studies**

FCS has prepared the following schedule identifying the timing of each task.

Task	Week
Receive Notice to Proceed	1
Submit results of initial scan of applicant-prepared technical studies to County Memorandums to County	2
Submit Peer Review Memorandums to County	4
Submit Draft Technical Studies to County (if required)	7
Receive County Comments on Draft Technical Studies (if required)	9

Submit Final Technical Studies to County (if required)	11
--	----

**Phase 3 – Addendum**

FCS has prepared the following schedule identifying the timing of each task.

Task	Week
Submit Administrative Draft Addendum to County (assuming no additional technical analysis is required)	8
Receive County Comments on Administrative Draft Addendum	10
Submit Final Addendum and Mitigation Monitoring and Reporting Program to County	11
Meetings	To Be Determined

Any fee projections in this Agreement are for general budgeting purposes only. Actual fees may be less or but no more than the projections unless approved by COUNTY Contract Manager. Payment shall be due within 30 days of your receipt of the invoice.

**ATTACHMENT B  
Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

a total lump sum payment of \$ \_\_\_\_\_, or

a total sum not to exceed \$ 51,500.

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS: (check one)**

There are no additional terms of compensation.

The following specific terms of compensation shall apply: (See Attachment B-1 and the Following)

- A. Disputed invoices shall be returned within 15 days of receipt of the invoice with a clear description of the nature of the dispute.
- B. Invoices shall be prepared and submitted with Task Work Tracking. Invoices shall be submitted with the following back up:
  - a. Task Cost Accounting- itemized by assigned staff and hourly rate
  - b. Task Progress Reports – itemized by sub-task work; budget vs. actual

**END OF ATTACHMENT B**

## ATTACHMENT B-1

### Cost Proposal

#### Phase 1 - Memorandum

FCS has prepared the following budget identifying the costs of each task.

Task	Fee
Project Initiation	\$2,000
Draft Memorandum	\$6,000
Final Memorandum	\$2,000
<b>Total FCS Professional Fee</b>	<b>\$10,000</b>

#### Phase 2 – Technical Studies

FCS has prepared an estimated cost for each of the potential tasks. FCS will confirm the need for these studies with the County following preparation of the memorandum in Phase 1.

Task	Fee
Initial scan and Peer Review of Applicant's Technical Studies	\$3,000
Technical Study – Land Evaluation and Site Assessment Model	\$4,000
Technical Study – Air Quality/GHG Analysis	\$6,500
Technical Study – Phase I Cultural Resources Assessment	\$6,500
Technical Study – Noise Analysis	\$6,500
<b>Total FCS Professional Fee</b>	<b>\$26,500</b>

#### Phase 3 – Addendum

FCS has prepared the following budget identifying the costs associated with preparing an addendum.

Task	Fee
Administrative Draft Addendum	\$8,000
Final Addendum	\$2,000
Meeting Attendance	\$2,000
Project Management	\$3,000
<b>Total FCS Professional Fee</b>	<b>\$15,000</b>

## **Assumptions**

The assumptions used in calculating the above fees are:

The fee is valid for up to 30 days from the date of this scope, after which it may be subject to revision.

This price is based upon completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs, and to reflect adjustments for updated billing rates.

Costs have been allocated to tasks, based upon FCS's proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.

The FCS Project Manager will be the primary representative at the project meeting and public hearing.

## **Scope of Work Modifications**

FCS assumes a stable and complete project description and project plan set at project initiation. In the event the project description and/or scope of work change to a degree that alters the fee estimate, FCS will contact the applicant team or County staff in writing to submit a revised fee for mutual agreement, and a contract amendment will be processed. Requests for additional work will be documented, and a completion timetable and estimated fee will be submitted for applicant team or County approval.



## ATTACHMENT C

### General Terms and Conditions

#### C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

#### C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

#### C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### **C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

#### **C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

#### **C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

#### **C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

#### **C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

#### **C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

#### **C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

**C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

**C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

**C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

**C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

**C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

**C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

**C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

#### **C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

#### **C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

#### **C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

#### **C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

#### **C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

#### **C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

#### **C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**





**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 20.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: Brent Barnes**

**AGENDA ITEM PREPARER: Michael Kelly**

**SBC DEPT FILE NUMBER: 790**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - B. BARNES**

Approve the subordination of a County-issued second loan for 721 Colorado Way, a property restricted to purchase by a low-income household, to a refinanced first loan.

SBC FILE NUMBER: 790

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

The present owners of 721 Colorado Way (Assessor's Parcel 020-96-0-055-0) are seeking refinancing of a loan on their property, which is subject to a Resale Restriction Agreement limiting future purchase of the property to low-income households. The owners are under obligation both to this first loan and to a second loan granted by the County. The lender for this refinancing requests that the County agree to a subordination agreement that would cause the new first loan to stand as a higher obligation than the County's loan.

In 2001, the owners purchased 721 Colorado Way, a property reserved for a low-income household as part of the Riverview Estates below-market-rate development, at a price of

\$163,210. In order to purchase the property, the owners obtained **three loans**—the first from the United States Department of Agriculture for **\$115,200**, the second from the County (under the federal HOME Investment Partnerships Program) for **\$25,510**, and the third from the Federal Home Loan Bank Affordable Housing Program for **\$6,500**, in addition to making a \$16,000 down payment. Under the Resale Restriction Agreement, the owners are permitted to sell the property to a low-income household at a maximum price gradually increasing at the same rate of change as area median income; as of 2016, the permissible price was approximately **\$226,650**.

The owners now seek to refinance the first loan while keeping the original second loan in effect. (The third loan was designed in its original terms to be forgiven over a predetermined time period and as a result is no longer owed by the owners.) Because the lender asks that the new first loan become a higher obligation than the County second loan, the County will want to ensure future recovery of funds from its second loan by ascertaining that the first loan will continue to be affordable to a low-income household and that all loans will together not exceed the maximum allowable purchase price (now approximately \$225,650, as noted earlier).

The lender has stated the new first loan will be in the amount of \$100,000 at a fixed rate of 4.25 percent. A future sale at the maximum allowable purchase price will adequately pay off the new first loan together with the County second loan. The lender has also stated that the owner's new monthly payment for principal, interest, hazard insurance, and property tax will amount to \$751.09, which does not exceed 35 percent of the owners' household income, part of the Resale Restriction Agreement's guidelines.

The amount of all loans together will allow a future sale to pay off these loans, allowing the property in the future to remain part of the County's affordable housing stock and not be sold at market rate. The new first loan will therefore remain affordable to the owners, thereby preventing foreclosure and protecting the County second loan. Because of this, approval of the subordination agreement would not jeopardize the County second loan.

Staff therefore recommends the Board approve the subordination agreement.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

N/A

**CURRENT FY COST:**

0

**STAFF RECOMMENDATION:**

Staff respectfully recommends the Board approve the subordination agreement and authorize the County Administrative Officer to execute the agreement.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Agreement to Subordinate County Second Loan to Refinanced First Loan for 721 Colorado Way	2/13/2017	Other

**RECORDING REQUESTED BY:**  
WFG National Title Insurance Company  
333 W Santa Clara St., Suite 110  
San Jose, CA 95113

**WHEN RECORDED MAIL TO:**  
San Benito County Resouce Management Agency  
2301 Technology Parkway,  
Hollister, CA 95023

**Order No.:** 015910 JLM

**APN:** 020-960-055

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## **SUBORDINATION AGREEMENT**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS AGREEMENT, made this 2nd day of February, 2017 by Arturo Fernandez and Rosa Fernandez, Owner of the land hereinafter described and hereinafter referred to as "Owner", and County of San Benito, Present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

### **WITNESSETH**

THAT WHEREAS, Arturo Fernandez and Rosa Fernandez, executed a deed of trust, dated July 12, 2001, to Chicago Title Company, as trustee, covering:

### **SEE ATTACHED EXHIBIT "A"**

to secure a note in the amount of \$25,510.00, dated July 12, 2001, in favor of Beneficiary, which deed of trust was recorded July 13, 2001, as Instrument No. 2001-0011571, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of 100,000.00, dated \_\_\_\_\_, in favor of Plaza Home Mortgage, Inc., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan from Lender that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- 1) That said deed of trust securing said note in favor of lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein scribed, prior and superior to the lien or charge of the deed of trust first above mentioned.
- 2) That Lender would not make its loan above described without this subordination agreement.

Executed this \_\_\_\_ day of February, 2017  
County of San Benito

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

*Shirley L. Murphy* 2/13/17  
DEPUTY COUNTY COUNSEL DATE

By: \_\_\_\_\_  
Its

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA } SS.  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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 \_\_\_\_\_

(This area for official notarial seal)

Executed this \_\_\_\_ day of February, 2017

\_\_\_\_\_  
Arturo Fernandez, Owner

\_\_\_\_\_  
Rosa Fernandez, Owner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA } SS.  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, 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 \_\_\_\_\_

(This area for official notarial seal)

**EXHIBIT "A"**

Lot 53, as shown on that certain map entitled "Tract No. 287, Riverview Estates" filed May 4, 2000 in Book 13 of Maps, at Page 22, Records of San Benito County.

APN: 020-960-055





**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 21.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: Brent Barnes**

**AGENDA ITEM PREPARER: Barbara Thompson**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - B. BARNES**

Approve and Adopt the Plans and Specifications for Emergency Pacheco Creek Levee Repairs at Lover's Lane.

SBC FILE NUMBER: 750

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

Approximately 140' of levee has been breached in the north part of the County due to the significant recent winter storms which caused flooding, emergency evacuations, and significant damage to homes and other property in the area. This levee break necessitates emergency repair work to prevent flooding in the area as further detailed in the regular agenda item before the Board of Supervisors from the Office of Emergency Services.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

It is respectfully recommended that the Board of Supervisors :

1. Approve and adopt the plans and specifications for emergency Pacheco Creek Levee Repairs at Lover's Lane.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
Plans and Specifications Re Emergency Levee Repairs at Pacheco Creek (signature page for Board Chair and County Counsel)	2/17/2017	Backup Material
Plans and Specifications Re Emergency Levee Repairs at Pacheco Creek (complete packet)	2/17/2017	Backup Material

**COVER SHEET**

**COUNTY OF SAN BENITO  
RESOURCE MANAGEMENT AGENCY  
PUBLIC WORKS DIVISION**

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**PACHECO CREEK LEVEE REPAIR**

**AT LOVER'S LANE  
HOLLISTER, CA**

**SPECIFICATIONS  
PROPOSAL (FOR EMERGENCY WORK)  
CONTRACT**

<p>APPROVED AS TO LEGAL FORM:</p> <p><b>MATTHEW W. GRANGER SAN BENITO COUNTY COUNSEL</b></p> <p>By: <u>Shirley L. Murphy</u> Shirley L. Murphy, Deputy County Counsel</p> <p>Date: <u>Feb. 17, 2017</u></p>	<p>APPROVED FOR USE IN PROPOSAL FOR EMERGENCY WORK:</p> <p><b>SAN BENITO COUNTY BOARD OF SUPERVISORS</b></p> <p>By: _____ Jaime De La Cruz, Chair</p> <p>Date: _____</p>
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**COVER SHEET**

**COUNTY OF SAN BENITO  
RESOURCE MANAGEMENT AGENCY  
PUBLIC WORKS DIVISION**

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**PACHECO CREEK LEVEE REPAIR**

**AT LOVER'S LANE  
HOLLISTER, CA**

**SPECIFICATIONS  
PROPOSAL (FOR EMERGENCY WORK)  
CONTRACT**

<p>APPROVED AS TO LEGAL FORM:</p> <p><b>MATTHEW W. GRANGER SAN BENITO COUNTY COUNSEL</b></p> <p>By: _____ Shirley L. Murphy, Deputy County Counsel</p> <p>Date: _____.</p>	<p>APPROVED FOR USE IN PROPOSAL FOR EMERGENCY WORK:</p> <p><b>SAN BENITO COUNTY BOARD OF SUPERVISORS</b></p> <p>By: _____ Jaime De La Cruz, Chair</p> <p>Date: _____.</p>
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- 9 Description of Work
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## **AGREEMENT FORMS**

**PROJECT: PACHECO CREEK LEVEE REPAIR**

Adopted by the San Benito County Board of Supervisors, February 21, 2017.

Jaime De La Cruz, Chairman  
Anthony Botelho, Vice Chairman  
Mark Medina  
Robert Rivas  
Jerry Muenzer

District 5  
District 2  
District 1  
District 3  
District 4

Ray Espinosa, County Administrative Officer

Brent Barnes, Director  
Resource Management Agency



2/17/17  
Date Signed

County Engineer:

  
SAN BENITO COUNTY  
Resource Management Agency,  
Public Works Division  
2301 Technology Parkway  
Hollister, CA 95023

James Polfer, PE C74529  
Lic. Expiration: 12/31/17



**NOTICE TO CONTRACTORS**

Proposals will be received at the San Benito County Division of Public Works Office of the County Engineer, Second Floor, 2301 Technology Parkway, Hollister, CA 95023 before

**2:00 P.M., (1400 hours and 00 seconds)  
Thursday, March 06, 2017**

for

**PACHECO CREEK LEVEE REPAIR**

**AT LOVER'S LANE  
HOLLISTER, CA**

The work to be done, in general, includes clearing of debris, tree trunks, roots and branches within pits created by levee breaks, provide erosion control measures to prevent erosion of the levee to the creek, backfill pits created erosion through levee breaches at three separate locations along Pachecho Creek and reconstruct the levee at three locations. Import/borrow fill materials from borrow site and place levee embankment to return the levee to its original elevation, and provide permanent erosion control and re-vegetation of the reconstructed levee. Clearing and grubbing will be performed and the project site is to be finished.

**A pre-bid meeting is scheduled for 2:00 P.M. on February 24, 2017, at the location of first levee project site. A discussion of the project will be held and the project site will be open for examination. This meeting will inform the Contractor of project requirements.**

Electronic copies, in “.pdf” file format, of the official project specifications and such additional supplemental project information as may be provided upon request made to Deems Katada at [dkatada@cosb.us](mailto:dkatada@cosb.us)

No contract will be awarded to a contractor who is not licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 3, Chapter 9, as amended, or whose bid is not on the proposal form included in the contract document. A valid California Contractor's License, **Class A (General Engineering)**, is required for this project.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors are required to submit weekly certified payroll records to the Labor Commissioner electronically, via their website located at <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>.

A proposal is required for the entire work described herein.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in **General Decision Number: CA170029, Dated 02/17/2017**, which is incorporated in these special provisions by this reference as if fully set forth herein and which can be viewed at <http://www.wdol.gov/wdol/scafiles/davisbacon/CA29.dvb>. Said Federal wage rates, as well as project special provisions, and bid forms, may also be examined at the County of San Benito office of the County Engineer described in the preceding paragraph.

Attention is directed to the provisions in the "Federal Requirements" section of these specifications. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The Contractor shall furnish a faithful performance bond in the amount of 100 percent of the contract amount and a payment bond in the amount of 100 percent of the contract amount. Each bond specified in this Notice shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248.

Each bond specified in this Notice shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of San Benito. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of San Benito, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than **A** and a financial size designation of less than **VIII**. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

Pursuant to Public Contract Code Section 22300, substitution of securities for any moneys withheld by the County of San Benito to ensure performance under the contract shall be permitted.

The Board of Supervisors reserves the right to reject any or all proposals.

Board of Supervisors, County of San Benito

Dated: February 21, 2017

# Special Provisions

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**SAN BENITO COUNTY  
EMERGENCY LEVEE REPAIR - PACHECO CREEK**

Board of Supervisors County of San Benito State of California

**SPECIAL PROVISIONS**

**SECTION 1 – SPECIFICATIONS AND PLANS**

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006, with the Standard Plans dated May 2006, of the State of California, Department of Transportation insofar as the same may apply, and in accordance with the following special provisions.

Amendments to the Standard Specifications shall not apply except to the extent, if any, set forth as “Amendments to the State of California, Department of Transportation May 2006 Standard Specifications” in the “Project Details” Section of these special provisions or as otherwise set forth elsewhere in these special provisions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

In case of conflict between these special provisions and the specifications or special provisions prepared by the Contractor's Engineer, the Contractor's Engineer's specifications and special provisions shall take precedence over and be used in lieu of such conflicting portions.

For the purpose of this contract, the following terms or pronouns in place of them, used throughout the Standard Specifications and defined in Section I, “Definitions and Terms,” of the Standard Specifications, shall be as follows:

<u>TERM</u>	<u>INTERPRETATION</u>
(A) State	County of San Benito.
(B) Department	The San Benito County Board of Supervisors.
(C) Director	Chairman of the Board of the San Benito County Board of Supervisors.
(D) Engineer	Director of the Resource Management Agency for San Benito County, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
(E) Department of Transportation	Resource Management Agency's Division of Public Works.

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(F) Contractor

The person or persons, co-partnership or corporation, private or municipal, who have entered into a contract with San Benito County as party or parties of the second part, or his or her legal representatives.

**SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS**

**02-1.01 GENERAL**

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal forms.

**02-1.011 FEDERAL LOBBYING RESTRICTIONS.**--Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the proposal forms. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal forms. Signing the Proposal forms shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

**02-1.02 WITHDRAWAL OF PROPOSALS**

**NOT USED**

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**SECTION 3 – AWARD AND EXECUTION OF CONTRACT**

**NOT USED**

**SECTION 4 – BEGINNING OF WORK, TIME OF COMPLETION, LIQUIDATED DAMAGES**

Attention is directed to the Provisions in Section 8-1.03 "Beginning of Work," to Section 8-1.06 "Time of Completion," and to Section 8-1.07 "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall schedule the work, including submittal of required information, in the manner specified in Section 10-1.01, "Order of Work", in these special provisions.

In lieu of the requirements that the Contractor shall begin work within fifteen (15) days after approval of the contract, as provided in Section 8-1.03, of the Standard Specifications, the Contractor shall begin work as specified in these special provisions.

**First Order of Work (Submittals)** – Time is of the essence in completing this project. The Contractor shall be prepared to begin the First Order of Work immediately upon approval of the contract. The Engineer will issue the "Notice to Proceed – Submittals" within five (5) working days after approval of the contract.

The Contractor shall perform the First Order of Work as described in Section 10-1.01, "Order of Work" in these special provisions and these special provisions and shall diligently prosecute the same to completion before the expiration of

**FIVE (5) WORKING DAYS**

from the date shown in said Notice to Proceed.

The Contractor shall pay to the County of San Benito the sum of

**TWO THOUSAND DOLLARS (\$2,000.00)**

per day for each and every calendar day's delay in finishing the **First Order of Work** in excess of the number of working days prescribed above.

**Second Order of Work (Construction)** – The Contractor shall be prepared to begin the Second Order of work as described in Section 10-1.01, "Order of Work" in these special provisions and these special provisions.

The Contractor shall begin the **Second Order of Work** as described in Section 10-1.01, "Order of Work" in these special provisions, on the first working day as stated in the "Notice to Proceed – Construction," and shall diligently prosecute the same to completion before the expiration of

**TWENTY (20) WORKING DAYS**

from the date shown in the Notice to Proceed – Construction.

The Contractor shall pay to the County of San Benito the sum of

**TWO THOUSAND DOLLARS (\$2,000.00)**



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per day for each and every calendar day's delay in finishing the Second Order of Work in excess of the number of working days prescribed above.

The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of San Benito County, or by inclement weather delays as determined by the Engineer.

**SECTION 5 – GENERAL PROVISIONS**

**SECTION 5-1 MISCELLANEOUS**

**05-1.01 PREVAILING WAGE** - Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the the State of California Department of Industrial Relations Website at:

<http://www.dir.ca.gov/dirdatabases.html>

Attention is also directed to the specific Federal Wage General Decision incorporated in these special provisions by reference in the "Notice to Contractor," and to the Davis Bacon Requirements which have been incorporated in the Federal Requirements section of these Special Provisions. The Contractor shall pay wages and fringe benefits no less than the higher of the State and Federal wage decisions, for each classification.

Bidders shall promptly notify the Owner, in writing, of any and all classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before Bids are submitted.

These wage rates are not included in the special provisions for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

**05-1.02 APPRENTICES**

- A. Pursuant to Sections 1770-1780 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages in the locality for each craft or type of worker needed to execute the work. Said wage rates pursuant to Section 1773.2 of the Labor Code will be made available to any interested person on request. A copy of this wage scale may also be obtained at the following Web Site: [www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr).
- B. Pursuant to Section 1775 of the Labor Code of the State of California, nothing in this Article shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.
- C. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

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**05-1.03 PUBLIC SAFETY** - The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

**05-1.04 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES** - When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

**05-1.05 SUBCONTRACTING** - No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code § 4100 et seq., the County of San Benito may exercise the remedies provided under Public Contract Code § 4110. The County of San Benito may refer the violation to the Contractors State License Board as provided under Public Contract Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

**05-1.06 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS** - A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies

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otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**05-1.07 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

- The County shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the County. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**05-1.08 PAYMENTS** - Attention is directed to Section 9-1.07, "Progress Payments," and 9-1.08, "Payment After Contract Acceptance," of the Standard Specifications and these special provisions; provided, however that the provision in Section 9-1.07F, "Retentions," shall not apply.

The Department, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in the special provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the contract, if the storage is within the State of California and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the Department, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than 5 calendar days, not including Saturdays, Sundays and legal holidays, before the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer on forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the contract price for the item of work for which the material is furnished.

The Department shall retain 5 percent of the estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor.

The Department shall pay monthly to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No monthly

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estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

No monthly estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

The provisions in Section 9-1.07F of the Standard Specifications shall not apply.

**05-1.09 WORK DAY** - All work shall be performed during the regular work week (Monday through Friday) and between the time of sunrise and sunset each day, defined as “daytime” for the purpose of this special provision. The time of sunrise and sunset will be as determined by the National Oceanic and Atmospheric Administration’s National Weather Service ([www.noaa.nws.gov](http://www.noaa.nws.gov)) for the project location. The contractor shall plan his work such that all construction operations performed each day, including cleanup of the project site, establishment of appropriate traffic control and any other work necessary for the safety of the public shall be completed within the daytime hours.

No work shall be performed after the sunset of one day or before the sunrise of the following day, defined as “nighttime” for the purpose of this special provision, without the approval of the Engineer a minimum of 48 hours in advance. All requests by the contractor to work at nighttime shall be in writing and shall include the appropriate traffic control plan(s) and work plan(s) which clearly identify all provisions for illuminating all portions of the work site, including any flagging operations.

In the event that the contractor fails to complete his work during the daytime hours, the Engineer shall have the authority to stop all work upon the onset of nighttime and order the contractor to perform any and all work as the Engineer deems necessary for the safety of the public during the nighttime hours. The contractor shall not be entitled to any additional compensation or extension of the contract time as a result of the Engineer stopping the work due to the onset of nighttime.

**05-1.10 LAWS TO BE OBSERVED** - The Contractor shall observe and comply with the provisions of Section 7-1.01, “Laws to be Observed,” of the Standard Specifications.

**05-1.11 SPECIFICATIONS** - The awarded Contractor may receive a maximum of ten (10) sets of specifications at no charge. The 10 sets shall include not less than Should the Contractor require additional copies, the Contractor may make such additional copies, at the Contractor’s expense, using the sets of Specifications provided the Contractor. Alternatively, the Contractor may request and purchase from the County. Prepayment therefor and a 2–working day notice shall be required if the contractor requests that additional sets be printed.

**05-1.13 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**

This project lies within the boundaries of the Central Coast Regional Water Quality Control Board (RWQCB).

Attention is directed to “Water Pollution Control” of these special provisions.

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The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," 5-1.18, "Property and Facility Preservation," 7-1.12, "Indemnification and Insurance," and 9-1.07E(5), "Penalty Withholds," of the Standard Specifications.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violation, enforcement actions, or proposed fines by regulatory agencies to the requesting regulatory agency.

**05-1.14 FIRE PLAN** - The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer:

- A. The Contractor shall be responsible for:
  - 1. obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer as a first order of work,
  - 2. immediately reporting to the nearest fire suppression agency fires occurring within the limits of the project,
  - 3. preventing project personnel from setting open fires,
  - 4. preventing the escape of fires caused directly or indirectly as a result of project operations and extinguishing these fires.
- B. Except for motor trucks, truck tractors, buses and passenger vehicles, the Contractor shall equip all hydro-carbon fueled engines, both stationary and mobile, including motorcycles, with spark arresters that meet United States Forest Service Standards as specified in the Forest Service Spark Arrester Guide and shall maintain the spark arresters in good operating condition. Spark arresters are not required by the State Department of Forestry or the United States Forest Service on equipment powered by properly maintained exhaust-driven turbo-charged engines or when equipped with scrubbers with properly maintained water levels. The Forest Service Spark Arrester Guide is available at the District Offices of the Department of Transportation.
- C. Toilets shall have a metal receptacle, at least 6 inches in diameter by 8 inches deep, half-filled with sand for ashes and discarded smokes, and within easy reach of anyone utilizing the facility.
- D. Equipment service areas, parking areas and gas and oil storage areas shall be located so that there is no flammable material within a radius of at least 50 feet of these areas. Small mobile or stationary engine sites shall be cleared of flammable material for a radius of at least 15 feet from the engine.
- E. The areas to be cleared and grubbed shall be cleared, and kept clear of, flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.
- F. The Contractor shall furnish each piece of equipment with the following:
  - 1. one shovel and one fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle tractor, grader or other heavy equipment,

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2. one shovel and one back-pack 5-gallon water-filled tank with pump for each welder,
  3. one shovel or one chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including but not limited to chain saws, soil augers, rock drills, etc. The required fire tools shall, at no time, be farther than 25 feet from the point of operation of the power tool. Fire extinguishers shall be of the type and size required by the California Public Resource Code, Section 4431, and the California Administrative Code, Title 14, Section 1234,
  4. shovels shall be size "O" or larger and shall be not less than 46 inches in length.
- G. The Contractor shall furnish a pickup truck and driver that will be available for fire control during working hours and as specified herein.
- H. The Contractor's operations shall also conform to the following:
1. during welding operations, the fire control pickup and associated fire tools shall be located as close as practicable to the welding operation, and shall remain there until welding is discontinued,
  2. during welding operations, a spotter, other than the welder, shall be assigned to observe welding to ensure that any stray sparks are extinguished immediately,
  3. during blasting operations, the fire control pickup and associated fire tools shall be located as close as practicable to the blasting operation, and shall remain there until blasting is discontinued.

The Engineer may order that construction operations be temporarily suspended in the event that, in the opinion of the Engineer, an extreme fire hazard exists.

If the project is shut down or partially shut down on account of hazardous fire conditions, working days during such period will be determined in the same manner as provided in Section 8-1.06, "Time of Completion," of the Standard Specifications for shutdowns due to weather.

Full compensation for conforming to the provisions herein shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

**05-1.16 STOCKPILING MATERIALS / EQUIPMENT STORAGE** - Before any materials are stockpiled or equipment parked / stored outside of the public right of way, the Contractor shall first obtain written authorization from the property owner whose property the materials are to be stockpiled or equipment parked/stored. The Contractor shall file with the Engineer said authority or a certified copy thereof together with a written release from the property owner absolving San Benito County from any and all responsibility in connection with the stockpiling of materials or parking/storage of equipment on said property

**05-1.17 DAMAGE BY STORM, FLOOD, TSUNAMI OR EARTHQUAKE** - The provisions in Section 7-1.165 of the Standard Specifications shall not apply.

**05-1.18 INCREASED OR DECREASED QUANTITIES** - Attention is directed to the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications and these special provisions.

All written requests for adjustment shall be made no later than five working days after notification by the Engineer that the item of work is complete.

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**05-1.19 ARBITRATION** - The provisions in Section 9-1.10, "Arbitration," of the Standard Specifications shall not apply.

**05-1.20 RESOLUTION OF CONTRACT CLAIMS** - Public works contract claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and a local public agency shall be resolved in accordance with the provisions of Article 1.5 (Sections 20104-20104.6, inclusive) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code. Article 1.5 requires that its provisions or a summary thereof be set forth in the plans and specifications for any work which may give rise to a claim thereunder. Accordingly, this contract incorporates all of the terms and conditions of Article 1.5, as follows:

Article 1.5 Resolution of Contract Claims

20104.(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a Contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2 For any claim subject to this article, following requirements apply:

(a) the claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall



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respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

20104.4 The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by the mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to the judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code.

The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rule pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

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(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process. Arbitrators shall be experienced in construction law.

20104.6 (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**05-1.21 JOB SAFETY** - The Contractor's attention is directed to Section 5-1.02A, "Excavation Safety Plans," of the Standard Specifications. Attention is directed to the provisions of the Construction Safety Orders, Tunnel Safety Orders and General Safety Orders of the California Department of Industrial Relations, Labor Code Section 6705 and all other applicable laws and regulations.

Where the plans call for trenching and pipeline installations, and boring or jacking of pipe, the Contractor will be required to obtain permits from the California Department of Industrial Relations, Division of Industrial Safety.

The Contractor shall be responsible for obtaining such permits and shall provide evidence of their permit to the Engineer before beginning trenching, boring or jacking operations.

**05-1.22 TRENCHING AND EXCAVATION SHORING** - In accordance with Section 7104 of the California Public Contract Code, the following provisions shall apply to any contract involving digging of trenches or other excavations that extend deeper than 4 feet below the surface:

- 1) The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:
  - a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - b) Subsurface or latent physical conditions at the site differing from those indicated.
  - c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- 2) The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with Section 9-1.06, "Work Character Changes," of the Standard Specifications.
- 3) In the event that a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any

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part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

Attention is directed to Section 5-1.02A, "Excavation Safety Plans," and Section 7-1.01E. "Trench Safety," of the Standard Specifications.

Excavation for structures shall be considered "open excavations."

The requirements as set forth by the State Division of Industrial Safety for the provision of worker protection from the hazard of caving ground are minimum requirements. In addition, the Contractor shall provide, for the life of the Contract, the same protection for any person, including the Engineer or any of his/her representatives, subcontractors, or any other person required to be exposed to such hazard in the performance of the work, inspection of the work, or any other reason.

The contract lump sum price paid for excavation shoring shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in excavation shoring, complete in place, including the design of the shoring system, preparation of the safety plan, removal and disposal of shoring materials, excavation and replacement of sloped sides of excavations, as shown on the Plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

**05-1.23 GUARANTY AND BONDS** - A material guaranty for a period of 12 months from the date of acceptance for the following items of work as designated in the proposal will be required and shall conform to the provisions in Section 2-1.12, "Material Guaranty," of the Standard Specifications. A guaranty form for this purpose is included in the proposal.

**ALL WORK**

Prior to the acceptance of the contract, the Contractor shall require the manufacturer to furnish in writing to the Engineer, the manufacturer's standard guarantee providing for the satisfactory operation of all valves, fittings, sand separators, tanks, compressors, disinfection system equipment, and all appurtenant components of the work considered under this contract where a manufacturers guarantee is available.

The terms of the guarantee shall be clearly stated and shall be approved by the Engineer prior to the acceptance of the contract.

The two contract bonds required by Section 3-1.02, "Contract Bonds." of the Standard Specifications may be reduced as provided in said Section 2-1.12.

Full compensation for furnishing the guaranty and bonds will be considered as included in the contract price or prices paid for the items of work involved and no additional compensation will be allowed therefor.

**05-1.24 COOPERATION** - Attention is directed to Section 7-1.14, "Cooperation," of the Standard Specifications.

The Contractor shall cooperate with other Contractors or forces which may be working at or near the Facilities and staging areas as shown on the plans or as directed by the Engineer.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefor.

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**05-1.25 PAYMENT OF WITHHELD FUNDS** - Substitution of securities for any moneys withheld by the Owner to ensure performance under a contract shall be permitted, provided that substitution of securities provisions shall not apply to contracts in which there will be financing provided by the Rural Development Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), and where federal regulations or policies, or both, do not allow the substitution of securities.

At the request and expense of the Contractor and in compliance with Public Contract Code Section 22300, securities equivalent to the amount withheld pursuant to these specifications shall be deposited by the Contractor with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such withheld amounts to the Contractor upon written authorization of the Owner.

Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loans certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

Securities to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor.

The Contractor shall be beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The Contractor shall enter into an escrow agreement satisfactory to the Owner, which agreement shall substantially comply with Public Contract Code Section 22300.

The Contractor shall obtain the written consent of the surety to such escrow agreement.

**05-1.26 FINAL PAYMENT** - Final payment for the work will be made in accordance with the standard San Benito County procedures.

**05-1.27 ASSIGNMENT** - No third-party agreement relieves you or your surety of your responsibility to complete the work. Do not sell, transfer, or otherwise dispose of any contract part without prior written consent from the Department.

**05-1.28 SURFACE MINING AND RECLAMATION ACT** - Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

**05-1.29 LINES AND GRADES** - Attention is directed to Section 5-1.07, "Lines and Grades," of the Standard Specifications.

Stakes or marks will be set by the Engineer in conformance with the requirements in Chapter 12, "Construction Surveys," of the California Department of Transportation's Surveys Manual.

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The Contractor shall provide the Engineer 48 hours notice prior to performance by the County of any Contractor survey requests, staking requests, or grade verifications.

**05-1.30 SOUND CONTROL REQUIREMENTS** - The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBa at a distance of 50 feet. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

**05-1.31 PROJECT APPEARANCE** - The Contractor shall maintain a neat appearance to the work.

In areas visible to the public, the following shall apply:

- A. When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Trash bins shall be furnished for debris from structure construction. Debris shall be placed in trash bins daily. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

**05-1.32 ARCHAEOLOGICAL DISCOVERIES** - The Contractor shall leave archaeological materials, including human skeletal material and disarticulated human bone, undisturbed in accordance with the following codes and these special provisions:

- A. California Public Resources Code, Chapter 1.7, Section 5097.5;
- B. California Administrative Code, Title 14, Section 4308;
- C. California Penal Code, Title 14, Part 1, Section 622-1/2;
- D. California Health and Human Safety Code 7050.5; and
- E. California Public Resources Code, Sections 5097.98 and 5097.99.

Archaeological materials are defined as the physical remains of past human activity, and include historic-period archaeological materials and prehistoric Native American archaeological materials. Nonhuman fossils are not considered to be archaeological

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except when showing direct evidence of human use or alteration, or when they are found in direct physical association with archaeological materials as described in these special provisions.

Historic-period archaeological materials include cultural remains beginning with initial European contact in California, but at least 50 years old. Historical archaeological materials may include:

- A. trash deposits or clearly-defined disposal pits containing tin cans, bottles, ceramic dishes, or other refuse indicating previous occupation or use of the site;
- B. structural remains of stone, brick, concrete, wood, or other building material found above or below ground; or
- C. human skeletal remains from the historic period, with or without coffins or caskets, including any associated grave goods.

Prehistoric Native American archaeological materials may include:

- A. human skeletal remains or associated burial goods such as beads or ornaments;
- B. evidence of tool making or hunting such as arrowheads and associated chipping debris of fine-grained materials such as obsidian, chert, or basalt;
- C. evidence of plant processing such as pestles, grinding slabs, or stone bowls;
- D. evidence of habitation such as cooking pits, stone hearths, packed or burnt earth floors; or
- E. remains from food processing such as concentrations of discarded or burnt animal bone, shellfish remains, or burnt rocks used in cooking.

Full compensation for leaving archaeological materials undisturbed will be considered as included in the various items of work and no additional compensation will be allowed therefor.

**SECTION 6 – NOT USED**

**SECTION 7 – FORCE ACCOUNT PAYMENT**

**07-1.01 LABOR SURCHARGE** - Attention is directed to the provisions in Section 9-1.03B, "Labor," of the Standard Specifications. The labor surcharge to be added to the actual wages paid shall be twelve (12) percent of the actual wages, except as provided for the premium portion of dump truck operation wages as provided in the Equipment Rental Rates referred to in Section "Equipment Rental Rates" of these special provisions.

**07-1.02 RECORDS** - The Contractor shall furnish to the Engineer completed daily extra work reports, on forms acceptable to the Engineer, for each day's work to be paid for on a force account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor or other forces, except for charges described in Section 9-1.04, "Extra Work Performed by Specialists." The daily extra work reports shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated. These reports are to be furnished no later than the second working day following the work for labor and equipment involved and no later than the fifth working day for material invoices and specialized forces.

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Unless otherwise permitted by the Engineer, no payment will be made for extra work on a force account basis if not reported within the time and in the manner specified.

**07-1.03 EQUIPMENT RENTAL RATES** - Attention is directed to the provisions of Section 9-1.03D, "Equipment Rental," of the Standard Specifications. The equipment rental rates to be paid are listed in a table entitled "State of California, Business, Transportation, and Housing Agency, Department of Transportation, Division of Construction, Labor Surcharge and Equipment Rental Rates."

The rates to be applied to this project are the latest rates dated on or before the date of approval of this contract for advertising. The date of approval for advertising appears on the last page of the Notice To Bidders for this project.

**07-1.04 SUPPLEMENTAL WORK** - The Supplemental Work bid item is provided to compensate the Contractor for new and unforeseen work necessary to construct the project as designed and intended. Supplemental Work is not for design changes. Supplemental Work will be classed as extra work in accordance with the provisions of Section 4-1.03D, "Extra Work," of the Standard Specifications. The dollar amount shown in the Proposal is an estimate only, and shall be included in each bidder's proposal.

**Supplemental work shall be performed only upon direct written authorization from the Engineer and daily extra work reports shall be submitted to and approved by the Engineer. The contractor shall maintain separate records for extra work performed in accordance with the provisions of Section 5-1.015," Records," of the Standard Specifications and these special provisions.**

The following portion of Section 5-1.015E, "Extra Work Bills," shall not apply:

"Submit extra work bills using the Department's Internet extra work billing system.

The Contractor submitting and the Engineer approving an extra work bill using the Internet force account work billing system is the same as each party signing the report.

The Department provides billing system:

1. Training within 30 days of your written request
2. Accounts and user identification to your assigned representatives after a representative has received training

Each representative must maintain a unique password."

Payment will be based on the total amount of Supplemental Work actually performed, and will not be subject to the provisions of Section 4-1.03B, "Increased or Decreased Quantities" of the Standard Specifications.

**SECTION 8 – MATERIALS**

**SECTION 8-1. MISCELLANEOUS**

**08-1.01 GENERAL** - Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these special provisions.

All materials required to complete the work under this contract shall be furnished by the Contractor, except survey marker disks for survey monuments which will be furnished by San Benito County at the jobsite.

A certificate of compliance may be required for materials used on this contract as directed by the Engineer.



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When requested by the Engineer, the supplier or Contractor shall furnish, without charge, samples of all materials entering into the work, and no material shall be used prior to approval by the Engineer. Samples of the material from local sources shall be taken by or in the presence of the Engineer, otherwise the samples will not be considered for testing.

Unless otherwise specified elsewhere in these special provisions, salvaged material shall be carefully removed and stockpiled near the project site at a location designated by the Engineer. County forces or other forces will remove salvaged materials from the project site.

**08-1.03 MEASUREMENT OF MATERIALS** - Attention is directed to Section 9-1.01 "Measurement of Quantities" of the Standard Specifications and these special provisions.

**08-1.04 TRADE NAMES AND ALTERNATIVES** - Unless substitution of a particular product is expressly disallowed in the special provisions, whenever an article, or any class of materials, is specified by trade name or by the name of any particular patentee, manufacturer or dealer, or by reference to the catalog of any such manufacturer or dealer, it shall be taken as intending to mean and specify the article or material described or any other equal thereto in quality, finish and durability, and equally as serviceable for the purpose for which it is or they are intended. The intent of the plans and specifications is to specify high grade standard equipment, and it is not the intent of these plans and specifications to exclude or omit the products of any responsible manufacturer, if such products are equal in every respect to those mentioned herein.

All requests for substitution (after bid opening), along with all supporting information necessary for the County's review, shall be submitted no later than fifteen (15) days from the date of the Notice to Proceed.

The County does not guarantee that alternative articles, components, materials or equipment other than the item specified by trade name or other specific identification, will fit within the design parameters of the project without alteration of the project design by the contractor.

The County has the right to reject any proposed alternative material which requires alteration of the project design which impacts the safety of the public or the user of the completed facility. If the proposed alternative material requires alteration of the design of the project and said alterations are acceptable to the County, the contractor shall be responsible for performing said alterations at no additional cost to the County.

**08-1.05 SUBMITTALS** - Unless otherwise specified in these special provisions, submittals shall be provided via email in .pdf format.

The time allocated for the Engineer's review of submittals and for re-review of previously rejected submittals shall be as specified elsewhere in these special provisions; provided, however, that the time allocated for each such review or each such re-review shall not exceed fifteen working days notwithstanding anything to the contrary elsewhere in these special provisions. In the event that the time allocated for the Engineer's review of particular submittals and for re-review of previously rejected submittals is not specified elsewhere in these special provisions, then the Engineer's review time shall be 15 working days.

**08-1.06 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS** - The California Department of Transportation maintains a list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not

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be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

**SECTION 9 - DESCRIPTION OF WORK**

The work to be done, in general, includes clearing of debris, tree trunks, roots and branches within pits created by levee breaks, provide erosion control measures to prevent erosion of the levee to the creek, backfill pits created erosion through levee breaches at three separate locations along Pacheco Creek and reconstruct the levee at three locations. Import/borrow fill materials from borrow site and place levee embankment to return the levee to its original elevation, and provide permanent erosion control and re-vegetation of the reconstructed levee. Clearing and grubbing will be performed and the project site is to be finished.

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**SECTION 10 - CONSTRUCTION DETAILS**

**10-1.01 ORDER OF WORK** – Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Attention is directed to "Water Pollution Control" of these special provisions regarding the submittal and approval of the "Water Pollution Control Program."

Attention is directed to the Project Details of these special provisions regarding federal and state agency requirements and recommendations for the work performed in connection with this contract.

Unless otherwise permitted in writing by the Engineer, the Contractor shall construct the work as set forth herein. No additional compensation will be allowed in the event the contract is suspended as specified herein.

**In accordance with these special provisions; the design of the levee repair shall be the responsibility of the Contractor, and the Contractor's Engineer.**

**Contractor's proposed levee repairs shall be designed and signed and sealed by a Civil or Geotechnical Engineer licensed in the State of California qualified in the design of such improvements (hereinafter referred to as the "Contractor's Engineer"). The improvements shall be designed to comply with the requirements of the Seismic Zone for the location of the repairs.**

The Contractor's Engineer shall specify the depth of excavation, embankment placement, soil gradation, and suitability and origin of borrow materials. In addition, the Contractor's engineer shall specify the compaction requirements for the work contemplated under this contract

All testing indicated or required to verify conformance of the work with these special provisions shall be performed by the Contractor and test results furnished to the County of San Benito. All testing shall be conducted by a testing lab approved by the County. All reports shall be stamped by a California registered Civil or Geotechnical Engineer or Engineering Geologist. The costs for testing and all work related to testing shall be included in the price paid for the various contract items of work and no separate payment will be made therefor.

**First Order of Work (Submittals)**

Unless otherwise specified elsewhere in these special provisions, the Contractor shall provide submittals to the Engineer, as specified in these special provisions, within five (5) Working Days of the approval of this contract. The submittals as required herein shall be submitted in proper format and must include, but not be limited to, plans, specifications, and the performance characteristics of the materials incorporated into the work as specified in these special provisions, and any other submittals as may be required, regardless of whether they have been expressly enumerated in this section.

The Engineer shall review the submittals and notify the Contractor of approval or deficiencies within one (1) working day of submittal.

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**Second Order of Work (Construction)**

Within five (5) working days of receiving written acceptance of material submittals and authorization to proceed from the County, the Contractor shall begin physical work at the site.

Once the Engineer has provided authorization to commence with construction work at the project site the Contractor shall commence operations and diligently prosecute the work to completion.

**10-1.02 WATER POLLUTION CONTROL**

**GENERAL**

**Summary**

Work activities must not disturb 1 or more acres of soil. Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, or municipal separate storm sewer systems including the work item shown in the Bid Item List for Prepare Water Pollution Control Program (WPCP). WPCP preparation includes obtaining WPCP approval, amending the WPCP, and monitoring and inspecting WPC practices at the job site.

Do not start work until:

1. WPCP is approved
2. WPCP review requirements have been fulfilled.

**Definitions and Abbreviations**

**active and inactive areas:** (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.

**BMPs:** Best Management Practices are water pollution control practices.

**construction phase:** Construction phases are (1) Construction, including work activities for building roads, water and wastewater facilities, and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended and areas are inactive.

**Preparation Manual:** The California Department of Transportation's (Caltrans) "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."

**NPDES:** National Pollutant Discharge Elimination System.

**NOI:** Notice of Intent.

**QSD:** Qualified SWPPP Developer.

**QSP:** Qualified SWPPP Practitioner.

**RWQCB:** Regional Water Quality Control Board.

**SWPPP:** Storm Water Pollution Prevention Plan.

**SWRCB:** State Water Resources Control Board.

**WPC:** Water Pollution Control.

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**WPC Manager:** Water Pollution Control Manager. The WPC Manager implements water pollution control work described in the WPCP and oversees revisions and amendments to the WPCP.

**WPCP:** Water Pollution Control Program.

### **Submittals**

Within 10 days after the Engineer approves the contract, the Contractor shall submit 3 copies of a project specific WPCP.

Within 10 days of the Contractor's submission of the WPCP the Engineer will provide notification of approval of the WPCP or comments outlining necessary revisions.

If revisions are required, the Contractor shall make all necessary changes and resubmit the WPCP within 10 days of receipt of the Engineer's comments. The Engineer shall have an additional 5 days to review the revised WPCP. Upon notification of the Engineer's approval of the WPCP, the Contractor shall submit one (1) electronic copy and four (3) printed copies of the approved WPCP.

Time required for the Engineer's review of the WPCP will not be counted toward the number of working days specified in "Section 4 – Beginning of Work, Time of Completion, and Liquidated Damages" of these special provisions. Unless otherwise directed by the Engineer, work shall not be performed at the project site until the WPCP has been approved.

Submit:

1. Stormwater training records including training dates and subject for employees and subcontractors. Include dates and subject for ongoing training, including tailgate meetings.
2. Employee training records:
  - 2.1. Within 5 days of WPCP approval for existing employees
  - 2.2. Within 5 days of training for new employees
  - 2.3. At least 5 days before subcontractors start work for subcontractor's employees

Submit as required:

1. BMP Status Report
2. Inspection Reports

At least 5 days before operating any construction support facility, submit:

1. A plan showing the location and quantity of WPC practices associated with the construction support facility
2. A copy of the NOI approved by the RWQCB and the WPCP approved by the RWQCB if you will be operating a batch plant or a crushing plant under the General Industrial Permit

### **Quality Control and Assurance**

#### **Training**

Provide storm water training for:

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1. Project managers
2. Supervisory personnel
3. Employees involved with WPC work

Train all employees, including subcontractor's employees, in the following subjects:

1. WPC rules and regulations
2. Implementation and maintenance for:
  - 2.1. Temporary Soil Stabilization
  - 2.2. Temporary Sediment Control
  - 2.3. Tracking Control
  - 2.4. Wind Erosion Control
  - 2.5. Material pollution prevention and control
  - 2.6. Waste management
  - 2.7. Non-storm water management
  - 2.8. Identifying and handling hazardous substances
  - 2.9. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

Employees must receive initial WPC training before working on the project.

Conduct weekly training meetings covering:

1. WPC BMP deficiencies and corrective actions
2. BMPs that are required for work activities during the week
3. Spill prevention and control
4. Material delivery, storage, use, and disposal
5. Waste management
6. Non-storm water management procedures

You may obtain copies of the Preparation Manual from the Publication Distribution Unit. The mailing address for the Publication Distribution Unit is:

State of California  
Department of Transportation  
Publication Distribution Unit  
1900 Royal Oaks Drive  
Sacramento, California 95815  
Telephone: (916) 445-3520

The Preparation Manual and other WPC references are available at the Caltrans "Storm Water and Water Pollution Control" web site located at:

<http://www.dot.ca.gov/hq/construc/stormwater/>

If you operate construction support facilities, protect storm water systems or receiving waters from the discharge of potential pollutants by using WPC practices.

Construction support facilities include:

1. Staging areas

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2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience such as haul roads

If you operate a batch plant to manufacture PCC, HMA, or other material; or a crushing plant to produce rock or aggregate; obtain coverage under the General Industrial Permit. You must be covered under the General Industrial Permit for batch plants and crushing plants located:

1. Outside of the job site
2. Within the job site that serve one or more contracts

Discharges from manufacturing facilities such as batch plants must comply with the general waste discharge requirements for Order 2014-0057-DWQ, NPDES No. CAS000001, "General Permit for Storm Water Discharges Associated with Industrial Activities,"

For the General Industrial Permit, go to:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/industrial.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/industrial.shtml)

### **Water Pollution Control Manager**

Assign one WPC Manager to implement the WPCP. You may assign a different QSP to prepare the WPCP.

The WPC Manager must comply with the Permit (ORDER NO. 2009-0009-DWQ, NPDES No. CAS000002) for a QSP by having at least one of the following qualifications:

1. Certified Erosion, Sediment and Storm Water Inspector (CESSWI)<sup>TM</sup> registered through Enviro Cert International, Inc.
2. Certified Inspector of Sediment and Erosion Control (CISEC) registered through CISEC, Inc.
3. Qualifications described in the Permit for a QSD
4. Department approved storm water management training described in the Department's "Construction Storm Water and Water Pollution Control" Web site

At the job site, the WPC Manager must:

1. Be responsible for WPC work
2. Be the primary contact for WPC work
3. Oversee the maintenance of WPC practices
4. Oversee and enforce hazardous waste management practices
5. Have the authority to mobilize crews to make immediate repairs to WPC practices
6. Ensure that all employees have current water pollution control training
7. Implement the approved WPCP and amend the WPCP when required



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WPC Manager must oversee:

1. Inspections of WPC practices identified in the WPCP
2. Inspections for visual monitoring

**WATER POLLUTION CONTROL PROGRAM**

WPCP work includes preparing a WPCP, obtaining WPCP approval, amending the WPCP, and reporting on WPC practices at the job site. The WPCP must comply with the Preparation Manual. The WPCP is required by the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications.

You may request, or the Engineer may order, changes to the WPC work. Changes may include the addition of new WPC practices. Additional WPC work will be paid for as extra work under Section 4-1.03D, "Extra Work," of the Standard Specifications.

The WPCP must include WPC practices:

1. For storm water and non-stormwater from areas outside of the job site related to project work activities such as:
  - 1.1. Staging areas
  - 1.2. Storage yards
  - 1.3. Access roads
2. For activities or mobile operations related to contractor obtained NPDES permits
3. Construction support facilities

The WPCP must include a copy of permits obtained by the Department such as Fish & Wildlife permits, US Army Corps of Engineers permits, RWQCB 401 Certifications, and RWQCB Waste Discharge Requirements for Aerially Deposited Lead Reuse.

**WPCP Amendments**

You must amend the WPCP when:

1. Changes in work activities could affect the discharge of pollutants
2. WPC practices are added by change order work
3. WPC practices are added at your discretion

If you amend the WPCP, follow the same process specified for WPCP approval.

Retain a printed copy of the approved WPCP at the job site.

**WPCP Schedule**

The WPCP schedule must:

1. Describe when work activities will be performed that could cause the discharge of pollutants in storm water
2. Describe WPC practices associated with each construction phase

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3. Identify soil stabilization and sediment control practices for disturbed soil areas

**IMPLEMENTATION REQUIREMENTS**

**WPCP Implementation**

Monitor the National Weather Service Forecast Office on a daily basis. For forecasts, go to:

<http://www.srh.noaa.gov/forecast>

Whenever you or the Engineer identifies a deficiency in the implementation of the approved WPCP:

1. Correct the deficiency immediately, unless the Engineer agrees to a later date for making the correction
2. Correct the deficiency before precipitation occurs

If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the Department may correct the deficiency and deduct the cost of correcting the deficiency from payment.

Continue WPCP implementation during any temporary suspension of work activities.

Install WPC practices within 15 days or before predicted precipitation, whichever occurs first.

If actions for your convenience disturb 1 or more acres of soil, you must pay all costs and be responsible for all delays associated with submitting a SWPPP.

**Inspection**

The WPC Manager must oversee inspections for WPC practices identified in the WPCP:

1. Before a forecasted storm
2. After precipitation that causes site runoff
3. At 24-hour intervals during extended precipitation
4. On a predetermined schedule, a minimum of once a week

The WPC Manager must oversee daily inspections of:

1. Storage areas for hazardous materials and waste
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities
4. WPC practices specified under "Construction Site Management" of these special provisions

The WPC Manager must use the Storm Water Site Inspection Report provided in the Preparation Manual.

The WPC Manager must prepare BMP status reports that include the following:

1. Location and quantity of installed WPC practices
2. Location and quantity of disturbed soil for the active or inactive areas

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Within 24 hours of finishing the weekly inspection, the WPC Manager must submit:

1. Copy of the completed site inspection report
2. Copy of the BMP status report

**Reporting Requirements**

If the following occur, notify the Engineer within 6 hours:

1. You identify discharges into receiving waters or drainage systems causing or potentially causing pollution
2. The project receives a written notice or order from a regulatory agency

No later than 48 hours after the conclusion of a storm event resulting in a discharge, non-stormwater discharges, or receiving the notice or order, submit:

1. Date, time, location, and nature of the activity, type of discharge and quantity, and the cause of the notice or order
2. WPC practices used before the discharge, or before receiving the notice or order
3. Description of WPC practices and corrective actions taken to manage the discharge or cause of the notice

**PAYMENT**

The contract lump sum price paid for prepare water pollution control program includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the WPCP and inspecting water pollution control practices as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payments for WPCP are made as follows:

1. After the Engineer approves the WPCP, the Department includes up to 75 percent of the bid item price in the monthly progress estimate
2. After contract acceptance, the Department pays for the remaining percentage of the bid item price

The contract lump sum price paid for water pollution control includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in implementing, maintaining, inspecting, and removing water pollution control practices in accordance with the approved WPCP as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not pay for implementation of WPC practices in areas outside the Department's right-of-way not specifically provided for in the drawings or in the special provisions.

The Department does not pay for WPC practices installed at your construction support facilities.

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**10-1.03 CONSTRUCTION SITE MANAGEMENT**

**GENERAL**

**Summary**

This work includes controlling potential sources of water pollution before they come in contact with storm water systems or watercourses.

Control material pollution and manage waste and non-stormwater at the job site by implementing effective handling, storage, use, and disposal practices.

For information on documents specified in these special provisions, refer to the California Department of Transportation's Preparation Manual, Dewatering Guide, and BMP Manual.

Preparation Manual, Dewatering Guide, and BMP Manual are available from the Department's Construction Storm Water and Water Pollution Control web site at:

<http://www.dot.ca.gov/hq/construc/stormwater/>

**Definitions and Abbreviations**

**active and inactive areas:** (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.

**BMP Manual:** The Department's Construction Site Best Management Practices (BMP) Manual.

**CDPH:** California Department of Public Health

**Dewatering Guide:** The Department's Field Guide to Construction Site Dewatering.

**ELAP:** Environmental Laboratory Accreditation Program

**Minor spills:** Small quantities of oil, gasoline, paint, or other material that are small enough to be controlled by a first responder upon discovery of the spill.

**MSDS:** Material Safety Data Sheet

**Preparation Manual:** The Department's Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual.

**Semi-significant spills:** Spills that can be controlled by a first responder with help from other personnel.

**Significant or hazardous spills:** Spills that cannot be controlled by construction personnel.

**WPC:** Water Pollution Control

**WPC Manager:** Water Pollution Control Manager as defined under "Water Pollution Control" of these special provisions.

**Submittals**

Submit the following:

1. MSDS at least 5 days before material is used or stored
2. Monthly inventory records for material used or stored

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3. Copy of written approval to discharge into a sanitary sewer system at least 5 days before beginning discharge activities

**Quality Control and Assurance**

Not Used

**MATERIALS**

Not Used

**CONSTRUCTION**

**Spill Prevention and Control**

Implement spill and leak prevention procedures for chemicals and hazardous substances stored at the job site. If you spill or leak chemicals or hazardous substances at the job site, you are responsible for all associated cleanup costs and related liability.

As soon as it is safe, contain and clean up spills of petroleum products, sanitary and septic waste substances listed under CFR Title 40, Parts 110, 117, and 302.

**Minor Spills**

Clean up minor spills using the following procedures:

1. Contain the spread of the spill
2. Recover the spilled material by absorption
3. Clean the contaminated area
4. Dispose of the contaminated material promptly and properly

**Semi-significant Spills**

Clean up semi-significant spills immediately by the following procedures:

1. Contain the spread of the spill
2. Recover the spilled material using absorption whenever a spill occurs on a paved surface or an impermeable surface
3. Contain the spill with an earthen dike and dig up the contaminated soil for disposal whenever a spill occurs on soil
4. If the spill occurs during precipitation, cover the spill with plastic or other material to prevent contaminated runoff
5. Dispose of the contaminated material promptly and properly

**Significant or Hazardous Spills**

Immediately notify qualified personnel of significant or hazardous spills. Do not let construction personnel attempt to clean up the spill until qualified staff have arrived. Do the following:

1. Notify the Engineer and follow up with a written report

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2. Obtain the services of a spills contractor or hazardous material team immediately
3. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept at the job site
4. Notify the California Emergency Management Agency State Warning Center at (916) 845-8911
5. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under CFR Title 40, Parts 110, 119, and 302
6. Notify other agencies as appropriate, including:
  - 6.1. Fire Department
  - 6.2. Public Works Department
  - 6.3. Coast Guard
  - 6.4. Highway Patrol
  - 6.5. City Police or County Sheriff Department
  - 6.6. Department of Toxic Substances
  - 6.7. California Division of Oil and Gas
  - 6.8. Cal OSHA
  - 6.9. Regional Water Resources Control Board

Report minor, semi-significant, and significant spills to the WPC Manager. The WPC Manager must notify the Engineer immediately. The WPC Manager must oversee and enforce proper spill prevention and control measures.

Prevent spills from entering storm water runoff before and during cleanup. Do not bury spills or wash spills with water.

Keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored.

**Material Management**

**General**

Material must be delivered, used, and stored for this job in a way that minimizes or eliminates discharge of material into the air, storm drain systems, and watercourses.

Implement the practices described under "Material Management" of these special provisions while taking delivery of, using, or storing any of the following materials:

1. Hazardous chemicals including acids, lime, glues, adhesives, paints, solvents, and curing compounds
2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum materials including fuel, oil, and grease
7. Asphalt components and concrete components

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8. Pesticides and herbicides

Employees trained in emergency spill cleanup procedures must be present during the unloading of hazardous materials or chemicals.

If practicable, use less hazardous materials.

**Material Storage**

Use the following material storage procedures:

1. Store liquids, petroleum materials, and substances listed in CFR Title 40, Parts 110, 117, and 302 as specified by the Department, and place them in secondary containment facilities.
2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Cover secondary containment facilities during non-working days and when precipitation is predicted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste under "Hazardous Waste" of these special provisions unless testing determines them to be nonhazardous.
5. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
6. Store materials in the original containers with the original material labels maintained in legible condition. Replace damaged or illegible labels immediately.
7. Secondary containment facilities must have the capacity to contain precipitation from a 24-hour-long, 25-year storm, and 10 percent of the aggregate volume of all containers, or entire volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. Protect bagged or boxed material from wind and rain during non-working days and while precipitation is predicted.
9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well-organized, and equipped with cleanup supplies appropriate for the materials being stored.
10. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation, and at least weekly during other times.

**Stockpile Management**

Use the following stockpile management procedures:

1. Reduce or eliminate potential water pollution from stockpiled material including soil, paving material, and pressure treated wood.



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2. Locate stockpiles:

- 2.1. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, and inlets unless approved
- 2.2. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, and inlets unless approved

Install WPC practices within 15 days or before predicted precipitation, whichever occurs first.

Active and inactive soil stockpiles must be:

1. Covered with soil stabilization measures, plastic sheeting, or geosynthetic fabric
2. Surrounded with a linear sediment barrier

Portland cement concrete rubble, AC, HMA, AC and HMA rubble, aggregate base or aggregate sub-base stockpiles must be:

1. Covered with plastic sheeting, or geosynthetic fabric
2. Surrounded with a linear sediment barrier

Pressure treated wood stockpiles must be:

1. Placed on pallets
2. Covered with impermeable material

Cold mix asphalt concrete stockpiles must be:

1. Placed on impervious surface
2. Covered with impermeable material
3. Protected from run-on and runoff

Control wind erosion year round under Section 10, "Dust Control" of the Standard Specifications.

Repair or replace linear sediment barriers and covers as needed to keep them functioning properly. If sediment accumulates to 1/3 of the linear sediment barrier height, remove the sediment.

**Waste Management**

**Solid Waste**

Do not allow litter or debris to accumulate anywhere at the job site, including storm drain grates, trash racks, and ditch lines. Pick up and remove trash and debris from the job site at least once a week. The WPC Manager must monitor solid waste storage and disposal procedures at the job site.

If practicable, recycle nonhazardous job site waste and excess material. If recycling is not practicable, disposal must comply with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

Furnish enough closed-lid dumpsters of sufficient size to contain any solid waste generated by work activities. When the refuse reaches the fill line, empty the dumpsters. Dumpsters must be watertight. Do not wash out dumpsters at the job

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site. Furnish additional containers and pick up dumpsters more frequent during the demolition phase of construction.

Solid waste includes:

1. Brick
2. Mortar
3. Timber
4. Metal scraps
5. Sawdust
6. Pipe
7. Electrical cuttings
8. Non-hazardous equipment parts
9. Styrofoam and other packaging materials
10. Vegetative material and plant containers from highway planting
11. Litter and smoking material, including litter generated randomly by the public
12. Other trash and debris

Furnish and use trash receptacles at the job site yard, field trailers, and locations where workers gather for lunch and breaks.

**Hazardous Waste**

Use hazardous waste management practices if waste is generated at the job site from the following substances:

1. Petroleum products
2. Asphalt products
3. Concrete curing compound
4. Pesticides
5. Acids
6. Paints
7. Stains
8. Solvents
9. Wood preservatives and treated posts
10. Roofing tar
11. Road flares
12. Lime
13. Glues and adhesives
14. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302

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The WPC Manager must oversee and enforce hazardous waste management practices. Minimize the production of hazardous materials and hazardous waste at the job site. If damaged, repair or replace perimeter controls, containment structures, and covers.

If hazardous material levels are unknown, use a laboratory certified by ELAP under CDPH to sample and test waste to determine safe methods for storage and disposal.

Separate potentially hazardous waste from nonhazardous waste at the job site. Hazardous waste must be handled, stored, and disposed of under California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

Store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated under California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Keep hazardous waste containers in temporary containment facilities under "Material Storage" of these special provisions.

Furnish containers with adequate storage volume at convenient locations for hazardous waste collection. Do not overfill hazardous waste containers. Do not mix hazardous wastes. Do not allow potentially hazardous waste to accumulate on the ground. Store containers of dry waste that are not watertight on pallets. Store hazardous waste away from storm drains, watercourses, moving vehicles, and equipment.

Clean water based or oil based paint from brushes or equipment within a contained area and in a way that does not contaminate soil, watercourses, and storm drain systems. Handle and dispose of the following as hazardous waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of the following as solid waste: dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths.

Dispose of hazardous waste within 90 days of being generated. Use a licensed hazardous waste transporter to take hazardous waste to a Class I Disposal Site. Submit a copy of uniform hazardous waste manifest forms within 24 hours of transporting hazardous waste.

The WPC Manager must inspect the following daily:

1. Storage areas for hazardous materials and wastes
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities

### **Contaminated Soil**

Identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination must be sampled and tested by a laboratory certified by ELAP.

If levels of contamination are found to be hazardous, handle and dispose of the soil as hazardous waste.

Prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

1. Berms

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2. Cofferdams
3. Grout curtains
4. Freeze walls
5. Concrete seal course

If water mixes with contaminated soil and becomes contaminated, sample and test the water using a laboratory certified by ELAP. If levels of contamination are found to be hazardous, handle and dispose of the water as hazardous waste.

### **Concrete Waste**

Use practices that will prevent the discharge of portland cement concrete, AC, or HMA waste into storm drain systems or watercourses.

Collect and dispose of portland cement concrete, AC, or HMA waste at locations where:

1. Concrete material, including grout, is used
2. Concrete dust and debris result from demolition
3. Sawcutting, coring, grinding, grooving, or hydro-concrete demolition of portland cement concrete, AC, or HMA creates a residue or slurry
4. Concrete truck or other concrete-coated equipment is cleaned at the job site

### **Sanitary and Septic Waste**

Do not bury or discharge wastewater from sanitary or septic systems within Department right-of-way. The WPC Manager must inspect sanitary or septic waste storage and monitor disposal procedures at least weekly. Sanitary facilities that discharge to the sanitary sewer system must be properly connected and free from leaks. Place sanitary facilities at least 50 feet away from storm drains, watercourses, and flow lines.

Obtain written approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system, and submit a copy to the Engineer. Comply with local health agency provisions while using an on-site disposal system.

### **Liquid Waste**

Use practices that will prevent job site liquid waste from entering storm drain systems or watercourses. Liquid wastes include the following:

1. Drilling slurries or fluids
2. Grease-free or oil-free wastewater or rinse water
3. Dredgings, including liquid waste from drainage system cleaning
4. Liquid waste running off a surface including wash or rinse water
5. Other non-stormwater liquids not covered by separate permits

Hold liquid waste in structurally sound, leak proof containers such as:

1. Roll-off bins

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### 2. Portable tanks

Liquid waste containers must be of sufficient quantity and volume to prevent overflow, spills and leaks.

Store containers:

1. At least 50 feet from moving vehicles and equipment
2. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved
3. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved

Remove and dispose of deposited solids from sediment traps under "Solid Waste" of these special provisions unless the Engineer approves another method.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue must be disposed of outside the highway right-of-way.

If an approved location is available within the job site, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by evaporation in a leak proof container. Dispose of remaining solid waste under "Solid Waste" of these special provisions.

### **Non-Storm Water Management**

#### **Water Control and Conservation**

Manage water used for work activities to prevent erosion or discharge of pollutants into storm drain systems or watercourses. Obtain approval before washing anything at the job site with water that could discharge into a storm drain system or watercourse. Report discharges immediately.

If water is used at the job site, implement water conservation practices. Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess watering, or runoff. Shut off water source to broken lines, sprinklers, or valves, and repair breaks within 24 hours. If possible, reuse water from waterline flushing for landscape irrigation. Sweep and vacuum paved areas; do not wash them with water.

Direct job site water runoff, including water from water line repair, to areas where it can infiltrate into the ground and not enter storm drain systems or watercourses. Do not allow spilled water to escape water truck filling areas. If possible, direct water from off-site sources around the job site. Minimize the contact of off-site water with job site water.

#### **Illegal Connection and Discharge Detection and Reporting**

Inspect the job site and the site perimeter before starting work for evidence of illegal connections, discharges, or dumping. After starting work, inspect the job site and perimeter on a daily schedule.

Whenever illegal connections, discharges, or dumping are discovered, notify the Engineer immediately. Take no further action unless ordered by the Engineer. Assume unlabeled or unidentifiable material is hazardous.

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Look for the following evidence of illegal connections, discharges, or dumping:

1. Debris or trash piles
2. Staining or discoloration on pavement or soils
3. Pungent odors coming from drainage systems
4. Discoloration or oily sheen on water
5. Stains or residue in ditches, channels or drain boxes
6. Abnormal water flow during dry weather
7. Excessive sediment deposits
8. Nonstandard drainage junction structures
9. Broken concrete or other disturbances near junction structures

### **Vehicle and Equipment Cleaning**

Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. Notify the Engineer before cleaning vehicles and equipment at the job site with soap, solvents, or steam. Contain and recycle or dispose of resulting waste under "Liquid Waste" or "Hazardous Waste" of these special provisions, whichever is applicable. Do not use diesel to clean vehicles or equipment, and minimize the use of solvents.

Clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, clean or wash vehicles and equipment in an outside area. The outside area must be:

1. Paved with AC, HMA, or concrete paving
2. Surrounded by a containment berm
3. Equipped with a sump to collect and dispose of wash water
4. If within the floodplain, located at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved
5. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved

When washing vehicles or equipment with water, use as little water as possible. Hoses must be equipped with a positive shutoff valve.

Discharge liquid from wash racks to a recycle system or to another approved system. Remove liquids and sediment as necessary.

The WPC Manager must inspect vehicle and equipment cleaning facilities:

1. Daily if vehicle and equipment cleaning occurs daily
2. Weekly if vehicle and equipment cleaning does not occur daily

### **Vehicle and Equipment Fueling and Maintenance**

If practicable, perform maintenance on vehicles and equipment off the job site.

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If fueling or maintenance must be done at the job site, designate a site, or sites, and obtain approval before using. Minimize mobile fueling or maintenance.

If vehicle and equipment fueling and maintenance must be done at the job site, areas for the following activities must be:

1. On level ground
2. Protected from storm water run-on
3. If within the floodplain, located at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved
4. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved

Use containment berms or dikes around the fueling and maintenance area. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling and maintenance area and on fueling trucks. Dispose of spill cleanup material and kits immediately after use. Use drip pans or absorbent pads during fueling or maintenance.

Fueling or maintenance activities must not be left unattended. Fueling nozzles must be equipped with an automatic shutoff control. Vapor recovery fueling nozzles must be used where required by the Air Quality Management District. When not in use, nozzles must be secured upright. Do not top-off fuel tanks.

Recycle or properly dispose of used batteries and tires.

The WPC Manager must inspect vehicle and equipment maintenance and fueling areas:

1. Daily when vehicle and equipment maintenance and fueling occurs daily
2. Weekly when vehicle and equipment maintenance and fueling does not occur daily

The WPC Manager must inspect vehicles and equipment at the job site for leaks and spills on a daily schedule. Operators must inspect vehicles and equipment each day of use.

If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

### **Material and Equipment Used Over Water**

Place drip pans and absorbent pads under vehicles or equipment used over water. Keep an adequate supply of spill cleanup material with the vehicle or equipment. If the vehicle or equipment will be idle for more than one hour, place drip pans or plastic sheeting under the vehicle or equipment on docks, barges, or other surfaces over water.

Furnish watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Secure material to prevent spills or discharge into water due to wind.

### **Structure Removal Over or Adjacent to Water**



## **SAN BENITO COUNTY EMERGENCY LEVEE REPAIR - PACHECO CREEK**

Do not allow demolished material to enter storm water systems or watercourses. Use approved covers and platforms to collect debris. Use attachments on equipment to catch debris on small demolition activities. Empty debris catching devices daily and handle debris under "Waste Management" of these special provisions.

The WPC Manager must inspect demolition sites within 50 feet of storm water systems or watercourses daily.

### **Paving, Sealing, Sawcutting, Grooving, and Grinding Activities**

Prevent the following materials from entering storm drain systems or water courses:

1. Cementitious material
2. Asphaltic material
3. Aggregate or screenings
4. Grinding grooving, or sawcutting residue
5. Pavement chunks
6. Shoulder backing
7. Methacrylate

Cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, grooving, or grinding activities are completed and excess material has been removed. Cover drainage inlets and manholes during the application of seal coat, tack coat, slurry seal, or fog seal.

If precipitation is predicted, limit paving, sawcutting, and grinding to places where runoff can be captured.

Do not start seal coat, tack coat, slurry seal, or fog seal activities if precipitation is predicted during the application or curing period. Do not excavate material from existing roadways during precipitation.

Use a vacuum to remove slurry immediately after slurry is produced. Do not allow slurry to run onto lanes open to traffic or off the pavement.

Collect residue from portland cement concrete grinding and grooving activities with a vacuum attachment on the grinding machine. Do not leave any residue on the pavement or allow the residue to flow across the pavement.

If approved, material excavated from existing roadways may be stockpiled under "Stockpile Management" of these special provisions.

Do not coat asphalt trucks and equipment with substances that contain soap, foaming agents, or toxic chemicals.

When paving equipment is not in use, park over drip pans or plastic sheeting with absorbent material to catch drips.

### **Thermoplastic Striping and Pavement Markers**

Thermoplastic striping and preheating equipment shutoff valves must work properly at all times. Do not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. Do not fill a preheating container above a level that is 6

## **SAN BENITO COUNTY EMERGENCY LEVEE REPAIR - PACHECO CREEK**

inches below the top. Truck beds must be cleaned daily of scraps or melted thermoplastic.

Do not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. Release all pressure from a melting tank before removing the lid to fill or service. Do not fill a melting tank above a level that is 6 inches below the top.

Collect bituminous material from the roadway after marker removal.

### **Pile Driving**

Keep spill kits and cleanup material at pile driving locations. Pile driving equipment must be parked over drip pans, absorbent pads, or plastic sheeting with absorbent material. If precipitation is predicted, protect pile driving equipment by parking on plywood and covering with plastic.

Store pile driving equipment when not in use. Stored pile driving equipment must be:

1. Kept on level ground
2. Protected from storm water run-on
3. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved
4. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, and storm drain inlets unless approved

If practicable, use vegetable oil instead of hydraulic fluid.

The WPC Manager must inspect the pile driving area for leaks and spills:

1. Daily when pile driving occurs daily
2. Weekly when pile driving does not occur daily

### **Concrete Curing**

Do not overspray chemical curing compound. Minimize the drift by spraying as close to the concrete as possible. Cover drainage inlets before applying the curing compound.

Minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture while curing concrete.

### **Concrete Finishing**

Collect and dispose of water and solid waste from high-pressure water blasting. Cover drainage inlets within 50 feet before sandblasting. Minimize drift of dust and blast material by keeping the nozzle close to the surface of the concrete. The blast residue may contain hazardous material.

Inspect concrete finishing containment structures for damage before each day of use and before predicted precipitation. Remove liquid and solid waste from containment structures after each work shift.

## **SAN BENITO COUNTY EMERGENCY LEVEE REPAIR - PACHECO CREEK**

### **Sweeping**

Sweeping must be done using hand or mechanical methods such as vacuuming.

Monitor paved areas and roadways within the job site for sediment and debris generating activities such as:

1. Clearing and grubbing
2. Earthwork
3. Trenching
4. Roadway structural section work
5. Vehicles entering and leaving the job site
6. Soil disturbing work
7. Work that causes offsite tracking of material

If sediment or debris is observed, perform sweeping:

1. Within:
  - 1.1. 8 hours of predicted rain
  - 1.2. 24 hours unless the Engineer approves a longer period
2. On paved roads at job site entrances and exit locations
3. On paved areas within the job site that flow to storm drains or receiving waters

You may stockpile collected material at the job site. Remove collected material including sediment from paved shoulders, drain inlets, curbs and dikes, and other drainage areas. If stockpiled, dispose of collected material at least once per week.

You may dispose of sediment within the job site that you collected during sweeping activities. Protect disposal areas against erosion.

Remove and dispose of trash collected during sweeping under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

### **Dewatering**

Dewatering consists of discharging accumulated storm water, ground water, or surface water from excavations or temporary containment facilities.

If dewatering and discharging activities are specified under a work item such as "Temporary Active Treatment System" or "Dewatering and Discharge," perform dewatering work as specified in the section involved.

If dewatering and discharging activities are not specified under a work item and you will be performing dewatering activities, you must:

1. Submit a Dewatering and Discharge Plan under Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications and "Water Pollution Control" of these special provisions at least 10 days before starting dewatering activities. The Dewatering and Discharge Plan must include:
  - 1.1. Title sheet and table of contents

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- 1.2. Description of dewatering and discharge activities detailing locations, quantity of water, equipment, and discharge points
- 1.3. Estimated schedule for dewatering and discharge (start and end dates, intermittent or continuous)
- 1.4. Discharge alternatives such as dust control or percolation
- 1.5. Visual monitoring procedures with inspection log
2. Conduct dewatering activities under the Departments's "Field Guide for Construction Dewatering."
3. Ensure that any dewatering discharge does not cause erosion, scour, or sedimentary deposits that could impact natural bedding materials.
4. Discharge the water within the project limits. Dispose of the water in the same way as specified for material in Section 7-1.13 "Disposal of Material Outside the Highway Right of Way" of the Standard Specification if it cannot be discharged within project limits due to site constraints.
5. Do not discharge storm water or non-stormwater that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface. Notify the Engineer immediately upon discovering any such condition.

The WPC manager must inspect dewatering activities:

1. Daily when dewatering work occurs daily
2. Weekly when dewatering work does not occur daily

**PAYMENT**

The contract lump sum price paid for construction site management includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-stormwater management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste resulting from your activities, as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer.

**10-1.04 TEMPORARY FENCE** - Temporary fence shall be furnished, constructed, maintained, and later removed as specified in these special provisions and as directed by the Engineer.

Except as otherwise specified in this section, temporary fence shall conform to the the specifications for permanent fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified herein.

Posts shall be either metal or wood at the Contractor's option.

Galvanizing and painting of steel items will not be required.

Treating wood with a wood preservative will not be required.

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Concrete footings for metal posts will not be required.

Temporary fence that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, temporary fence shall be removed from the site of the work.

Holes caused by the removal of temporary fence shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

The various types and kinds of temporary fence will be measured and paid for in the same manner specified for permanent fence of similar character as provided in Section 80, "Fences," of the Standard Specifications.

Full compensation for supplying, installing, maintaining, removing, and disposing of temporary fence shall be considered as included in the contract lump sum price paid for temporary fence and no additional compensation will be allowed therefor.

**10-1.05 PROGRESS SCHEDULE** – Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications and these special provisions, unless otherwise authorized in writing by the Engineer.

**The Contractor and all subcontractors shall deliver copies of his/her daily job logs to the Engineer on a weekly basis. At a minimum, the Contractor's and subcontractors' daily job logs shall include the Subcontractors working onsite, number of workers and their trade classification, description of work, visitors, temperature and weather conditions, accidents, delays, and any other important information pertaining to the project that day.**

**10-1.06 OBSTRUCTIONS** - Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

The Contractor's attention is directed to the aerial and underground utility lines, which may interfere with the Contractor's operations. It will be the Contractor's responsibility to ascertain the exact location of the facilities for minimum safe clearance distance. Moreover, the Contractor, if necessary, shall arrange with the utility companies to temporarily relocate their facilities and pay the relocation to provide minimum safe clearance.

The Contractor shall notify the Engineer and shall contact "Underground Service Alert" (USA), 1-800-642-2444 or 811, at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

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**10-1.07 DUST CONTROL** - Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications and these special provisions.

No separate payment will be made for any water used for dust control resulting from public traffic. The provisions of the last paragraph in Section 10-1.04 "Payment" of the Standard Specifications shall not apply.

The Contractor shall be responsible for the alleviation or prevention of dust nuisance caused in the performance of this contract.

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

**10-1.08 MOBILIZATION** - Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

**10-1.09 EXISTING HIGHWAY FACILITIES** - The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

The Contractor shall remove any waste material from the project site(s) at the end of each working day. If the Contractor fails to remove any waste material from a project site, **the Contractor shall pay \$25.00 per location for each hour the material is not removed from the project site**, starting from the cessation of the work on the first day the material was disturbed.

Unless otherwise directed by the Engineer, all miscellaneous facilities shall remain unless specified in these special provisions.

At the option of the Contractor, existing fences which interfere with construction may be temporarily removed and reinstalled at the Contractor's expense. The Contractor shall submit proposed locations of openings in fences and means of securing said openings to the Engineer. The Contractor shall not create any openings in fences to remain until approval is granted by the Engineer. If the Contractor makes any openings in fences to remain, said openings shall be closed by the installation of permanent fence when the openings are no longer required to facilitate construction.

At the discretion of the Engineer, any existing facilities to remain in place that are damaged in either appearance or function as a result of the Contractor's operations shall be replaced at the Contractor's expense and no further compensation will be allowed therefor. The damaged sections or parts shall be replaced with new products of equal capacity and quality.

Full compensation for excavating, removing, and disposing of pipes and associated facilities, and for providing, placing, and compacting local material shall be considered as included in contract lump sum price paid for clearing and grubbing no additional compensation will be allowed therefor. .

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**10-1.10 DEWATERING**

Dewatering shall conform to the requirements in Section 7-1.01G, "Water pollution" of the Standard Specifications and these special provisions.

Groundwater and stormwater may be encountered during excavation, grading and clearing operations. Groundwater and stormwater shall not be discharged into any sloughs, jurisdictional waters, environmentally sensitive areas or storm drain systems contiguous to the work area.

Unless otherwise directed or approved by the Engineer, the contractor shall construct or provide holding areas within the work site to contain groundwater and stormwater throughout the duration of the contract. Holding areas shall be located well away from any sloughs, jurisdictional waters or storm drain systems and may require relocation to facilitate construction activity. Pumping of groundwater or stormwater may be required to remove effluent from work areas.

Any discharges of groundwater or stormwater from the work site must be approved in advance by the Engineer in writing.

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

**10-1.11 CLEARING AND GRUBBING** - Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

The areas within the existing levee breach shall be cleared and grubbed.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the limits of construction unless otherwise directed by the Engineer.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the site as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

**10-1.12 MAINTAINING CHANNEL FLOW** - It shall be the responsibility of the Contractor to ascertain conditions of flow the channel where construction operations might interfere with such flow, and cooperate with all parties involved in maintaining channel flow.

The Contractor shall prepare and submit to the Engineer, a water control plan for consistent with the requirements in these special provisions. The water control plan shall include a description of the measures the Contractor will take to protect and maintain the conveyance of water in Pacheco Creek in accordance with these special provisions and to the requirements specified in the Project Details of these special provisions to fullest extent possible.

Construction within the channel shall not be permitted unless approved in writing by the Engineer and the Contractor's submittal has been approved by the Engineer. .



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**10-1.13 WATERING** – Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications and these special provisions.

**10-1.14 EARTHWORK** - Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

**COMPACTION**

Levee fill shall conform to the provisions in Section 19-6, "Embankment Construction," of the Standard Specifications, these special provisions, and the recommendations of the Contractor's Engineer. Unless otherwise specified by the Contractor's Engineer, relative compaction of not less than 95 percent shall be obtained for areas designated as levee fill and no compaction is required for areas designated as wetland fill.

**ROADWAY EXCAVATION (LEVEE BREACH)**

Excavation for levee breaching, at Dutchman Slough shall conform to the provisions in Section 19-2, "Roadway Excavation," of the Standard Specifications.

The Contractor and Contractor's Engineer shall prepare the plan and special provisions for levee repair, including the list of the equipment and personnel to be utilized to complete the work. The Contractor shall submit 3 copies of the plans and special provisions to the Engineer in accordance with Section 10-1.01, "Order of Work," "Submittals," of these special provisions. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the levee repair plans and special provisions within 5 days of receipt of the Engineer's comments. To allow construction activities to proceed, the Engineer may conditionally approve the levee repair plans and special provisions while minor revisions are being completed.

The Contractor shall perform all work in accordance with the approved Breaching Plan. No discharge into Dutchman Slough as a result of breaching operations shall be allowed.

Full compensation for excavation, disposal of excavated material, and preparation of the Breaching Plan shall be considered as included in the contract price paid per cubic yard for roadway excavation (levee breach) and no additional compensation will be allowed therefor.

**10-1.15 EROSION CONTROL (BLANKET)**

Erosion control (blanket) shall conform to the details shown on the plans, the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

Erosion control (blanket) work shall consist of applying seed and installing erosion control blanket to embankment slopes, excavation slopes and other areas designated by the Engineer.

**MATERIALS**

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

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**SEED**

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed not required to be labeled under the California Food and Agricultural Code shall be tested for purity and germination by a seed laboratory certified by the Association of Official Seed Analysts or by a seed technologist certified by the Society of Commercial Seed Technologists.

Seed shall have been tested for purity and germination not more than one year prior to application of seed.

Results from testing seed for purity and germination shall be furnished to the Engineer prior to applying seed.

Seed shall be delivered to the job site in unopened separate containers with the seed tag attached. Containers without a seed tag will not be accepted.

Seed shall consist of native grasses and plants common to area of the levee repair.

**EROSION CONTROL BLANKET**

Erosion control blanket shall consist of straw or wood excelsior mats secured in place with wire staples and shall conform to the following:

1. Excelsior blanket material shall consist of machine produced mats of curled wood excelsior with 80 percent of the fiber 6 inches or longer. The erosion control blanket shall be of consistent thickness and the wood fiber shall be evenly distributed over the entire area of the blanket. The top surface of the blanket shall be covered with a photo-degradable extruded plastic mesh. The blanket shall be smolder resistant without the use of chemical additives and shall be non-toxic and non-injurious to plant and animal life. Erosion control blanket shall be furnished in rolled strips, 48 ±1 inch in width, and shall have an average weight of 0.95 pound per square yard ±10 percent at the time of manufacture.
2. Straw blanket shall be machine produced mats of straw with a lightweight photo-degradable netting on top. The straw shall be adhered to the netting with biodegradable thread or glue strip. The straw erosion control blanket shall be of consistent thickness and the straw shall be evenly distributed over the entire area of the blanket. Straw erosion control blanket shall be furnished in rolled strips with a minimum width of 6.5 feet, minimum length of 80 feet ±3 feet and a minimum weight of 0.5 pound per square yard.
3. Staples for erosion control blankets shall be made of minimum steel wire and shall be U-shaped with 6-inch legs and one-inch crown or 8-inch legs and 2-inch crown.

**APPLICATION**

Erosion control (blanket) materials shall be placed in separate applications as follows:

1. The first application shall consist of applying seed
2. The second application shall consist of installing the erosion control blanket over the seed.

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3. Erosion control blanket strips shall be placed loosely on the slope with the longitudinal joints perpendicular to the slope contour lines. Longitudinal and transverse joints of blankets shall be butted snugly against adjacent strips or overlapped according to the manufacturer's recommendations and stapled. Staples shall be driven perpendicular to the slopes, and shall be located and spaced in conformance with the manufacturer's instructions. Ends of the blankets shall be secured in place in conformance with the manufacturer's instructions.

**MEASUREMENT AND PAYMENT**

The quantity of erosion control (blanket) will be determined by the square yard from actual slope measurement of the area covered by the erosion control blanket.

The contract price paid per square yard for erosion control (blanket) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing erosion control blanket, complete in place, including furnishing and applying pure live seed, and the materials for the erosion control blanket, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**10-1.15 FINISHING PROJECT SITE** - Finishing project site shall conform to the provisions in Section 22, "Finishing Roadway," of the Standard Specifications and these special provisions.

The contract lump sum price paid for finish project site shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in finish project site as shown on the plans, and as specified in these special provisions and the Standard Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

additional compensation will be allowed therefor.

**SECTION 11 – NOT USED**

**SECTION 12 - WORK ZONE SAFETY AND MOBILITY**

**PUBLIC INFORMATION:** Except to the extent, if any, expressly required of the Contractor elsewhere in these special provisions, the County will, to the extent appropriate, inform various public agencies of upcoming projects.

# Project Details

**San Benito County  
Resource Management Agency  
Public Works Division**

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**EMERGENCY REPAIR OF PACHECO  
CREEK LEVEE**

**AT LOVER'S LANE  
HOLLISTER, CA**

**REGULATORY AGENCIES'  
PROJECT COMMENTS**

## NOAA Comments

From: Brian Meux - NOAA Affiliate [mailto:brian.meux@noaa.gov]  
Sent: Tuesday, February 07, 2017 9:25 AM  
To: Mullen, Danielle M CIV USARMY CESP (US) <Danielle.M.Mullen@usace.army.mil>  
Cc: Amanda Morrison - NOAA Federal <amanda.morrison@noaa.gov>  
Subject: [EXTERNAL] Emergency Repair of Pacheco Creek Levee

Danielle,

Thank you for providing NMFS notice via email (received yesterday 2/6/17) of an emergency action to be undertaken by the County of San Benito, RMA-Public Works Division. The emergency action will repair the breached levee adjacent to Pacheco Creek that is causing flooding in the area.

NMFS provides the following discretionary special conditions to the Corps to avoid or minimize potential project-related impacts to S-CCC steelhead and designated critical habitat. Depending on site conditions and the proposed action, not all of these measures may apply to the site. These special conditions are discretionary in consideration of the urgency to complete the emergency action:

1. To the maximum extent feasible, use bioengineering techniques intended to create shaded riverine aquatic habitat, accumulate coarse sediments, and increase in-stream habitat complexity. Bio-engineering projects emphasize the use of live plant material in the construction of durable erosion control structures.
2. Incorporate elements that support the recovery of natural streambank plant and animal communities. Approaches that widen the floodplain area or the margin of the river channel near the low flow water surface and at the toe of the bank are encouraged. Design should emphasize the use of natural and local building materials (e.g., stone, gravel, sand, soil, wood, branched logs, and native trees, shrubs, and grasses). Rock rip-rap should be used in limited and discrete areas such as fill in a toe trench at the base of the bank and further up the bank where shear stress during high stream flow events are greatest. Any rock used should have the smallest diameter possible, be used sparingly, and be capped with sediment and native vegetation as part of the design. Natural drainage patterns should be considered and incorporated into the design where appropriate.
3. Avoid the use of gabions, concrete mats, tires, and rubble.
4. Natural drainage patterns should be considered and incorporated into the design where appropriate.
5. Avoid the removal of large woody debris (LWD) in the active (wetted) channel. If trees need to be removed from other portions of the project site, avoid the removal of willows over 3 inches in diameter at breast height and/or minimize the reduction in canopy cover provided by hardwoods or conifers. Replant any trees removed to achieve 1:1 successful revegetation by one of the following methods: a) trees removed can be replanted at 3:1, or b) site can be monitored for 2 years and replanted until 1:1 successful revegetation is achieved.
6. Limit new access routes requiring tree removal and grading to no more than two. Access routes should not be along the top of the stream bank but relatively perpendicular (45 to 90 degrees) to bank.

7. Where available, use existing ingress or egress points, or perform work from the top of the stream banks.
8. Check heavy equipment daily for leaks. Do not use equipment until leak is fixed.
9. Refuel outside of active stream channel or above ordinary high water at designated sites.
10. A Spill Prevention and Control Plan should be created, and the Plan and all materials necessary to implement should be accessible on site.
11. Avoid the introduction of petroleum products, chemicals, fresh cement, or water contaminated by the aforementioned into flowing waters.
12. Store adequate erosion control supplies (gravel, straw bales, shovels, etc.) onsite.
13. Utilize erosion control treatment (mulching, seeding, planting, etc.) on disturbed areas prior to a cease of operations due to forecasted wet weather and within seven days of project completion. Prevent any sediment from entering a drainage system.
14. Work pads, falsework, and other construction items will be removed from the 100 year floodplain after the emergency work is complete.
15. In areas expected or forecasted to get rainfall during the emergency work, effective erosion control measures should be in place at all times during construction activities. Construction within the 5-year floodplain does not begin until all temporary erosion controls (e.g., straw bales, silt fences that are effectively keyed in) are in place, downslope of project activities within the riparian area. Erosion control structures should be maintained throughout, and possibly after, construction activities. Sediment should be removed from sediment controls once it has reached one-third of the exposed height of the control. Whenever straw bales are used, they should be staked and dug into the ground 12 cm. Catch basins should be maintained so that no more than 15 cm of sediment depth accumulates within traps or sumps.
16. Temporary cofferdams and diversion cofferdams should affect no more of the stream channel than is necessary to support completion of the construction activity.
17. Stream width, depth, velocity, and slope that provide upstream and downstream passage of adult and juvenile fish should be preserved according to current NMFS and CDFW guidelines and criteria or as developed in cooperation with NMFS and CDFW to accommodate site-specific conditions.
18. A qualified biologist should conduct a pre-construction visual survey (i.e., bank observations) for ESA-listed salmonids. If ESA-listed salmonids are present and it is determined that they could be injured or killed by construction activities, the biologist should identify appropriate methods for capture, handling, exclusion, and relocation of individuals that could be affected.
19. The Corps or the applicant should retain a qualified biologist with expertise in the areas of anadromous salmonid biology, including handling, collecting, and relocating salmonids, salmonid/habitat relationships and biological monitoring of salmonids. The biologist should conduct a pre-construction visual survey (i.e., bank observations) for ESA-listed salmonids, and monitor in-water activities to avoid and minimize impacts to ESA-listed salmonids. If ESA-listed salmonids are



present and it is determined that they could be injured or killed by construction activities, the biologist should identify appropriate methods for capture, handling, exclusion, and relocation of individuals that could be affected.

20. If any salmonids are found dead or injured during visual observations, the biologist shall contact NMFS Natural Resource Specialist Brian Meux by phone immediately at (707) 575-1253, [brian.meux@noaa.gov](mailto:brian.meux@noaa.gov) <<mailto:brian.meux@noaa.gov>> , or the NMFS Santa Rosa Area Office at (707) 575-6050. All salmonid mortalities shall be retained, placed in an appropriately-sized sealable plastic bag, labeled with the date and location of collection, fork length, and be frozen as soon as possible. Frozen samples shall be retained by the biologist until specific instructions are provided by NMFS.

As soon as practicable after the emergency is under control, the Corps may need to initiate formal consultation with NMFS. At that time, we can assist in determining if formal consultation is needed. If formal consultation is needed, the Corps will need to prepare a post-project assessment report. At a minimum the report should contain:

1. A description of the construction activity performed;
2. A description of the measures implemented to avoid adverse effects to listed species, designated critical habitat, and essential fish habitat;
3. Pre- (if available) and post-construction color photographs of the site;
4. Report any observations of listed species sited during the emergency project;
5. A description of the amount of in-water, bank, and riparian habitat affected by the emergency action.
6. Etc if needed

## USFW Comments

-----Original Message-----

From: Rick Farris [mailto:rick\_farris@fws.gov]

Sent: Monday, February 06, 2017 1:33 PM

To: Mullen, Danielle M CIV USARMY CESP (US) <Danielle.M.Mullen@usace.army.mil>

Cc: Jacob Martin <jacob\_martin@fws.gov>; Leilani Takano <leilani\_takano@fws.gov>; Roger Root <Roger\_Root@fws.gov>

Subject: [EXTERNAL] RE: Notice of Intent to Issue Emergency Permit to San Benito County (Corps file no. SPN-2017-00086S)

Dear Ms. Mullen:

We have received your notification of an emergency situation involving the Pacheco Creek levee in San Benito County, Cruz County, California. Our understanding is that the levee has been breached and is causing flooding in the area, placing life and property at imminent risk. The County of San Benito Public Works Division proposes to conduct emergency repair work on the breached levee. The project will include the clearing of debris, tree trunks, roots, and branches within a pit that has been created by the levee break. The pit will then be backfilled with approximately 1,900 cubic yards of selected fill material from a borrow site, and returned to its original elevation. The emergency response is necessary to prevent further risk to human safety and property. Due to the large size of the break, this will be a large emergency repair project and the County is still developing plans and construction methods at this time, which will be forwarded to us on completion. The repair site is located along a reach of the Pacheco Creek levee near Hollister.

Our receipt of your notification initiates emergency consultation procedures pursuant to the regulations implementing section 7 of the Endangered Species Act of 1973, as amended (50 CFR 402.05). Your notification indicates that the proposed emergency activities are in the vicinity of known occurrences and designated critical habitat of the federally-listed California red-legged frog (*Rana draytonii*) and California tiger salamander (*Ambystoma californiense*). Pursuant to our emergency consultation procedures, we offer the following measures to avoid and minimize the effects of the proposed activities on the California red-legged frog and California tiger salamander. Because you have determined that an imminent threat exists to life and/or property without the proposed action, under no circumstances should any of the following measures be implemented if doing so will interfere with alleviating the emergency.

1. A biologist(s) familiar with the California tiger salamander and California red-legged frog should be present during activities to ensure that any individuals of these species present are avoided, or are allowed to move out of harm's way of their own volition. If suspending the activities is not possible until a California tiger salamander to California red-legged frog leaves, the biologist(s) should move the individual animals to suitable habitat nearby to avoid direct injury or mortality.

2. Any California red-legged frogs or California tiger salamanders captured and relocated should be placed in suitable habitat as close to the capture site as possible, yet far enough to get them out of harm's way. Relocated animals may return to the project site (see measure #3).
3. The activities should be monitored daily to ensure that no other California red-legged frogs are in the work area and could be killed or injured. Clearance surveys prior to the onset of activities each day would be prudent to make sure any California red-legged frogs that have moved into the area overnight are captured.
4. Suitable markers should be installed around the work area to minimize the footprint of disturbance needed to complete the project.
5. All trash should be covered and/or taken off-site to minimize attraction of predators that may feed on California tiger salamanders and California red-legged frogs.
6. All refueling and equipment maintenance should be conducted away from waterbodies to avoid accidental contamination.
7. Any open pits or holes should be covered at the end of each work day to avoid entrapment of California tiger salamanders or California red-legged frogs that may be dispersing through the area.
8. Any graded areas in California red-legged frog or California tiger salamander habitat should be restored to pre-project conditions, as feasible.
9. All biologists engaged in capture/relocation activities should follow the Declining Amphibian Population Task Force Fieldwork Code of Practice (attached) to avoid or minimize the potential to spread pathogens, such as chytrid fungus.
10. Any California red-legged frogs or California tiger salamanders captured and relocated should be handled for as short a time as possible, and transported to relocation sites as quickly as possible.
11. Biologists should document the location(s) to where California red-legged frogs and California tiger salamanders are relocated, with a description of the habitat and whether any other California red-legged frogs or California tiger salamanders are already present.

After the emergency has abated, the Corps should assess whether any adverse effects to California tiger salamanders or California red-legged frogs occurred (including capture/ relocation per measure #1). As soon as possible, you should submit to us a letter describing the actions taken and your assessment of the effects on the California tiger salamander and California red-legged frog. We will either issue our concurrence if you have determined that no adverse effects occurred, if we agree, or we will initiate formal consultation on the actions that resulted in adverse effects. Please reference our number 2017-IE-0214 in any future correspondence on this emergency.

# **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

## **SECTION 1 DEFINITIONS AND TERMS (Issued 05-01-09)**

### **Add to Section 1-1.01:**

Section 1 includes general rules of interpretation.

The Department is gradually standardizing the style and language of the specifications. The new style and language includes:

1. Use of:
  - 1.1. Imperative mood
  - 1.2. Introductory modifiers
  - 1.3. Conditional clauses
  
2. Elimination of:
  - 2.1. Language variations
  - 2.2. Definitions for industry-standard terms
  - 2.3. Redundant specifications
  - 2.4. Needless cross-references

The use of this new style does not change the meaning of a specification not yet using this style.

Sections 1 through 9 include general specifications applicable to every contract unless specified as applicable under certain conditions.

The specifications are written to the Bidder before award and the Contractor after. Before award, interpret sentences written in the imperative mood as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as "the Bidder's." After award, interpret sentences written in the imperative mood as starting with "The Contractor must" and interpret "you" as "the Contractor" and "your" as "the Contractor's."

Omission of "a," "an," and "the" is intentional. These articles have been omitted in some specifications for streamlining purposes.

Unless an object or activity is specified to be less than the total, the quantity or amount is all of the object or activity.

A plural term includes the singular.

All items in a list apply unless the items are specified as choices.

Headings are included for the purposes of organization and referencing. Inclusion of a heading with no related content, "Reserved," or "Not Used" does not indicate that no specification exists for that subject; applicable specifications may be covered in a general or referenced specification.

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**Add:**

**1-2 REFERENCES**

**1-2.01 REFERENCES**

Where Standard Specifications refer to the special provisions to describe the work, interpret the reference as a reference to the Bid Item List, the special provisions, or both.

Interpret a reference to a section of the Standard Specifications as a reference to the Standard Specifications as revised by any amendment, special provision, or both.

A reference within parentheses to a law or regulation is included in the contract for convenience only and is not a comprehensive listing of related laws and regulations. Lack of a reference does not indicate no related laws or regulations exist.

Where the version of a referenced document is not specified, use the current version in effect on the date of Notice to Bidders.

A reference to a subsection includes the section's general specifications of which the subsection is a part.

A code not specified as a Federal code is a California code.

^^

**SECTION 4 SCOPE OF WORK  
(Issued 05-01-09)**

**Add to Section 4-1.01:**

Nothing in the specifications voids the Contractor's public safety responsibilities.

**Add:**

**4-1.035 VALUE ENGINEERING**

**4-1.035A General**

Reserved

**4-1.035B Value Engineering Change Proposal**

You may submit a VECP to reduce any of the following:

1. Total cost of construction
2. Construction activity duration
3. Traffic congestion

Before preparing a VECP, meet with the Engineer to discuss:

1. Proposal concept
2. Permit issues
3. Impact on other projects
4. Project impacts, including traffic, schedule, and later stages

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5. Peer reviews
6. Overall proposal merits
7. Review times required by the Department and other agencies

The VECP must not impair the project's essential functions or characteristics, such as:

1. Service life
2. Operation economy
3. Maintenance ease
4. Desired appearance
5. Design and safety

The VECP must include:

1. Description of the contract specifications and drawing details for performing the work and the proposed changes.
2. Itemization of contract specifications and drawing details that would be changed.
3. Detailed cost estimate for performing the work under the existing contract and under the proposed change. Determine the estimates under Section 9-1.03, "Force Account Payment."
4. Deadline for the Engineer to decide on the changes.
5. Bid items affected and resulting quantity changes.

The Department is not required to consider a VECP. If a VECP is similar to a change in the plans or specifications being considered by the Department at the time the proposal is submitted or if the proposal is based on or similar to drawings or specifications adopted by the Department before Contract award, the Department does not accept the VECP and may make these changes without VECP payments.

Until the Department approves a change order incorporating the VECP or parts of it, continue to perform the work under the contract. If the Department does not approve a change order before the deadline stated in the VECP or other date you subsequently stated in writing, the VECP is rejected. The Department does not adjust time or payment for a rejected VECP.

The Department decides whether to accept a VECP and the estimated net construction-cost savings from adopting the VECP or parts of it.

The Department may require you to accept a share of the investigation cost as a condition of reviewing a VECP. After written acceptance, the Department considers the VECP and deducts the agreed cost.

If the Department accepts the VECP or parts of it, the Department issues a change order that:

1. Incorporates changes in the contract necessary to implement the VECP or the parts adopted
2. Includes the Department's acceptance conditions
3. States the estimated net construction-cost savings resulting from the VECP
4. Obligates the Department to pay you 50 percent of the estimated net savings

## **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

In determining the estimated net construction-cost savings, the Department excludes your VECP preparation cost and the Department's VECP investigation cost, including parts paid by you.

If a VECP providing for a reduction in working days is accepted by the Department, 50 percent of the reduction is deducted from contract time.

If a VECP providing for a reduction in traffic congestion or avoiding traffic congestion is accepted by the Department, the Department pays 60 percent of the estimated net savings in construction costs attributable to the VECP. Submit detailed traffic handling comparisons between the existing contract and the proposed change, including estimates of the traffic volumes and congestion.

The Department may apply an accepted VECP for general use on other contracts.

If an accepted VECP is adopted for general use, the Department pays only the contractor who first submitted the VECP and only to the contracts awarded to that contractor before the submission of the accepted VECP.

If the Department does not adopt a general-use VECP, an identical or similar submitted proposal is eligible for acceptance.

### **4-1.035C Value Analysis Workshop**

Section 4-1.035C, "Value Analysis Workshop," applies to a non-building-work contract with a total bid of over \$5 million.

You may request a value analysis workshop by submitting a request after contract approval.

The Department offers a value analysis workshop to:

1. Identify value enhancing opportunities
2. Consider changes to the contract that will reduce the total cost of construction, construction activity duration, or traffic congestion without impairing the essential functions specified for a VECP in Section 4-1.035B, "Value Engineering Change Proposal."

If the request is authorized, you and the Engineer:

1. Schedule a value analysis workshop
2. Select a facilitator and workshop site
3. Agree to other workshop administrative details

The workshop must be conducted under the methods described in the Department's Value Analysis Team Guide available at:

<http://www.dot.ca.gov/hq/oppd/value/>

The facilitator must be a certified value specialist as recognized by the Society of American Value Engineers.

The Department reimburses you for 1/2 of the workshop cost. The workshop cost is the sum of the workshop-facilitator cost and the workshop-site cost. The Department determines the workshop cost based on the facilitator and workshop-site invoice prices minus any available or offered discounts. The Department does not pay you for any other associated costs.





## **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

### **5-1.015B Record Retention**

Retain project records from bid preparation through:

1. Final payment
2. Resolution of claims, if any

For at least 3 years after the later of these, retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to suppliers and subcontractors
5. Cost accounting

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

### **5-1.015C Record Inspection, Copying, and Auditing**

Make your records available for inspection, copying, and auditing by State representatives for the same time frame specified under Section 5-1.015B, "Record Retention." The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by State representatives for the same period. Before contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier when the audit is to start.

### **5-1.015D Cost Accounting Records**

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Contract item work
2. Work character changes
3. Force account work
4. Extra work
5. Work performed under protests and claim notifications
6. Overhead
7. Subcontractors, suppliers, owner-operators, and professional services

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and corresponding vendor's invoice copies
3. Direct cost of labor
4. Equipment rental charges
5. Workers' certified payrolls

## **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

### 6. Equipment:

- 6.1. Size
- 6.2. Type
- 6.3. Identification number
- 6.4. Hours operated

### **5-1.015E Extra Work Bills**

Maintain separate records for force account costs.

Submit extra work bills using the Department's Internet extra work billing system.

The Contractor submitting and the Engineer approving an extra work bill using the Internet force account work billing system is the same as each party signing the report.

The Department provides billing system:

1. Training within 30 days of your written request
2. Accounts and user identification to your assigned representatives after a representative has received training

Each representative must maintain a unique password.

### **Add:**

### **5-1.055 SUBCONTRACTING**

#### **5-1.055A General**

No subcontract releases you from the contract or relieves you of your responsibility for a subcontractor's work.

If you violate Pub Cont Code § 4100 et seq., the Department may exercise the remedies provided under Pub Cont Code § 4110. The Department may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Except for a building-construction non-federal-aid contract, perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment owned or rented by you, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

#### **5-1.055B Disadvantaged Business Enterprises**

Section 5-1.055B, "Disadvantaged Business Enterprises," applies to a Federal-aid contract.

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Use each subcontractor as listed on the Subcontractor List form unless you receive authorization for a substitution.

The Department requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

For a DBE that leases trucks from a non-DBE, count only the fee or commission the DBE receives as a result of the lease arrangement.

If a DBE subcontractor is decertified before completing subcontracted work, the subcontractor must notify you in writing of the decertification date. If a subcontractor becomes a certified DBE before completing subcontracted work, the subcontractor must notify you in writing of the certification date. Submit the notifications. On contract work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change form. Submit the form within 90 days of contract acceptance.

Upon contract work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form. Submit it within 90 days of contract acceptance. The Department withholds \$10,000 until the form is submitted. The Department releases the withhold upon submission of the completed form.

### **Replace Section 5-1.14 with:**

#### **5-1.14 COST REDUCTION INCENTIVE**

Comply with Section 4-1.035B, "Value Engineering Change Proposal."

### **Add:**

#### **5-1.18 PROPERTY AND FACILITY PRESERVATION**

##### **5-1.18A General**

Preserve property and facilities, including:

1. Adjacent property
2. Department's instrumentation
3. ESAs
4. Lands administered by other agencies

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5. Railroads and railroad equipment
6. Roadside vegetation not to be removed
7. Utilities
8. Waterways

Immediately report damage to the Engineer.

If you cause damage, you are responsible.

Install sheet piling, cribbing, bulkheads, shores, or other supports necessary to support existing facilities or support material carrying the facilities.

Dispose of temporary facilities when they are no longer needed.

If you damage plants not to be removed:

1. Dispose of them outside the right of way unless the Engineer allows you to reduce them to chips and spread the chips within the highway at locations designated by the Engineer
2. Replace them

Replace plants with plants of the same species.

Replace trees with 24-inch-box trees.

Replace shrubs with No. 15 container shrubs.

Replace ground cover plants with plants from flats. Replace *Carpobrotus* ground cover plants with plants from cuttings. Plant ground cover plants 1 foot on center.

If a plant establishment period is specified, replace plants before the start of the plant establishment period; otherwise, replace plants at least 30 days before Contract acceptance.

Water each plant immediately after planting and saturate the backfill soil around and below the roots or ball of earth around the roots of each plant. Water as necessary to maintain plants in a healthy condition until Contract acceptance.

The Department may make a temporary repair to restore service to a damaged facility.

If working on or adjacent to railroad property, do not interfere with railroad operations.

For an excavation on or affecting railroad property, submit work plans showing the system to be used to protect railroad facilities. Allow 65 days for the Engineer's review of the plans. Do not perform work based on the plans until the Engineer notifies you they are accepted.

### **5-1.18B Nonhighway Facilities (Including Utilities)**

The Department may rearrange a nonhighway facility during the Contract. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility. The Department may authorize facility owners and their agents to enter the highway to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

Notify the Engineer at least 3 business days before you contact the regional notification center under Govt Code § 4216 et seq. Failure to contact the notification center prohibits excavation.

Before starting work that could damage or interfere with underground infrastructure, locate the infrastructure described in the Contract, including laterals and other appurtenances, and determine the presence of other underground infrastructure inferred from visible facilities such as buildings, meters, or junction boxes.



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4. Abuse
5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work portion having a substantial defect. The Department does not pay for corrective work.

During corrective work activities, provide insurance coverage specified for coverage before contract acceptance.

The contract bonds must be in full force and effect until the later of:

1. Expiration of guarantee period
2. Completion of corrective work

If a warranty specification conflicts with Section 6-1.075, "Guarantee," comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists work parts and furnishes you the list.

Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates
2. List of labor, equipment, materials, and any special services you plan to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies you when the plan is authorized. Start corrective work and related work within 15 days of notice.

If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes you a request to start emergency repair work and a list of parts requiring corrective work
2. Mobilize within 24 hours and start work
3. Submit a corrective work plan within 5 days of starting emergency repair work

If you fail to perform work as specified, the Department may perform the work and bill you.

**In Section 6-1.08 delete the 2nd paragraph.**

**Add:**

### **6-1.085 BUY AMERICA (23 CFR 635.410)**

For a Federal-aid contract, furnish steel and iron materials to be incorporated into the work that are produced in the United States except:



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1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)]
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, material produced outside the United States may be used

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials

For steel and iron materials to be incorporated into the work, submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications that certifies all production processes occurred in the United States except for the above exceptions.

**Add:**

**6-1.087 BUY AMERICA (PUB RES CODE § 42703(d))**

Furnish crumb rubber to be incorporated into the work that is produced in the United States and is derived from waste tires taken from vehicles owned and operated in the United States.

For crumb rubber to be incorporated into the work, submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications that certifies only crumb rubber manufactured in the United States and derived from waste tires taken from vehicles owned and operated in the United States is used.

**In Section 6-2.02 delete the 3rd paragraph.**

**In Section 6-2.02 in the 7th paragraph, replace the 2nd sentence with:**

The Department deducts the charges for the removed material.

**In Section 6-2.03 in the 3rd paragraph, replace the 5th sentence with:**

No allowance or additional compensation will be made for lost time or for delay in completing the work due to moving the Contractor's plant from the designated mandatory source to the alternative mandatory source, other than a time adjustment as specified in Section 8-1.09, "Right of Way Delays."



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due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor must pay any money withheld from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor must pay all moneys withheld from the subcontractor to the Department. The Department withholds these moneys pending the final decision of an enforcement action.

**In Section 7-1.01A(2) replace 7th paragraph with:**

Changes in general prevailing wage determinations apply to the contract when the Director of Industrial Relations has issued them at least 10 days before advertisement (Labor Code § 1773.6 and 8 CA Code of Regs 16204).

**In Section 7-1.01A(3) replace the 2nd paragraph with:**

The Department withholds the penalties specified in subdivision (g) of Labor Code § 1776 for noncompliance with the requirements in Section 1776.

**In Section 7-1.01A(3) replace the 4th paragraph with:**

The Department withholds for delinquent or inadequate payroll records (Labor Code § 1771.5). If the Contractor has not submitted an adequate payroll record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than \$10,000 or less than \$1,000.

**In Section 7-1.01A(3) delete the 5th paragraph.**

**Replace Section 7-1.01A(6) with:**

**7-1.01A(6) (Blank)**

**Replace Section 7-1.01F with:**

**7-1.01F Environmental Stewardship**

Comply with Section 14.

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**Replace Section 7-1.01I with:**

**7-1.01I (Blank)**

**In Section 7-1.02 in the 2nd paragraph, replace the 4th sentence with:**

Trucks used to haul treated base, portland cement concrete, or hot mix asphalt shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment.

**In Section 7-1.02 between the 4th and 5th paragraphs, add:**

Loads imposed on existing, new, or partially completed structures shall not exceed the load carrying capacity of the structure or any portion of the structure as determined by AASHTO LRFD with interims and California Amendments, Design Strength Limit State II. The compressive strength of concrete ( $f'_c$ ) to be used in computing the load carrying capacity shall be the smaller of the following:

1. Actual compressive strength at the time of loading
2. Value of  $f'_c$  shown on the plans for that portion of the structure or 2.5 times the value of  $f'_c$  (extreme fiber compressive stress in concrete at service loads) shown on the plans for portions of the structure where no  $f'_c$  is shown

**In Section 7-1.06 in the 1st paragraph, add:**

The Contractor's Injury and Illness Prevention Program shall be submitted to the Engineer. The program shall address the use of personal and company issued electronic devices during work. The use of entertainment and personal communication devices in the work zone shall not be allowed. Workers may use a communication device for business purposes in the work area, at a location where their safety and the safety of other workers and the traveling public is not compromised.

**Replace Section 7-1.07 with:**

**7-1.07 Lead Compliance Plan**

Section 7-1.07 applies if a bid item for a lead compliance plan is included in the Contract.

Prepare a work plan to prevent or minimize worker exposure to lead while managing and handling earth materials, paint system debris, traffic stripe residue, and pavement marking residue containing lead. Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

The plan must contain the items listed in 8 CA Code of Regs § 1532.1(e)(2)(B). Before submittal, a CIH must sign and seal the plan. Submit the plan at least 7 days before starting any activity that presents the potential for lead exposure. The Engineer notifies you of the acceptability of the plan within 4 business days of receipt.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including State employees, provide a safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance program.

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Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 5 State employees.

The contract lump sum price paid for lead compliance plan includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and implementing the plan as specified in this section.

### **Replace Section 7-1.08 with:**

#### **7-1.08 PUBLIC CONVENIENCE**

Compliance with the provisions of this section does not relieve you of your responsibility for public safety.

Construction activities must not inconvenience the public or abutting property owners. Schedule and conduct work to avoid unnecessary inconvenience to the public and abutting property owners. Avoid undue delay in construction activities to reduce the public's exposure to construction.

Where possible, route traffic on new or existing paved surfaces.

Maintain convenient access to driveways, houses, and buildings. When the abutting property owner's access across the right of way line is to be eliminated or replaced under the contract, the existing access must not be closed until the replacement access facilities are usable. Construct temporary approaches to crossings and intersecting highways.

Provide a reasonably smooth and even surface for use by traffic at all time during excavation of roadways and construction of embankments. Before other grading activities, place fill at culverts and bridges to allow traffic to cross. If ordered, excavate roadway cuts in layers and construct embankments in partial widths at a time alternating construction from one side to the other and routing traffic over the side opposite the one under construction. Install or construct culverts on only 1/2 the width of the traveled way at a time; keep the traveled way portion being used by traffic open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

Upon completion of rough grading or placing any subsequent layer, bring the surface of the roadbed to a smooth and even condition, free of humps and depressions and satisfactory for the use of the public.

After subgrade preparation for a specified layer of material has been completed, repair any damage to the roadbed or completed subgrade, including damage due to use by the public.

While subgrade and paving activities are underway, allow the public to use the shoulders. If half-width paving methods are used, allow the public to use the side of the roadbed opposite the one under construction. If enough width is available, keep open a passageway wide enough to accommodate at least 2 lanes of traffic at locations where subgrade and paving activities are underway. Shape shoulders or reshape subgrade as necessary to accommodate traffic during subgrade preparation and paving activities.

Apply water or dust palliative for the prevention or alleviation of dust nuisance.

Install signs, lights, flares, temporary railing (Type K), barricades and other facilities to direct traffic. Furnish flaggers whenever necessary to direct the movement of the public through or around the work.

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You will be required to pay the cost of replacing or repairing all facilities installed under extra work for the convenience or direction or warning of the public which are lost while in your custody, or are damaged by your operations to such an extent as to require replacement or repair.

The Engineer may order or consent to your request to open a completed section of surfacing, pavement, or structure roadway surface for public use. You will not be compensated for any delay to your construction activities caused by the public. This does not relieve you from any other contractual responsibility.

### **Replace Section 7-1.09 with:**

#### **7-1.09 PUBLIC SAFETY**

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the right-of-way.

Move workers, equipment, and materials without endangering traffic.

Whenever your operations create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Except as ordered, at locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls.

Use of signs, lights, flags, or other protective devices must conform with the California MUTCD and as ordered. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs or traffic control devices.

Keep existing traffic signals and highway lighting in operation. Other entities perform routine maintenance of these facilities during the work.

Cover signs that direct traffic to a closed area. Providing, maintaining, and removing the covers on construction area signs is paid as extra work under Section 4-1.03D, "Extra Work."

Install temporary illumination in a manner which the illumination and the illumination equipment does not interfere with public safety. The installation of general roadway illumination does not relieve you from furnishing and maintaining any protective devices.

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic must be performed in a manner that will not endanger the public. Your vehicles or other mobile equipment leaving an open traffic lane to enter the construction area, must slow down gradually in advance of the location of the turnoff to give traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying public traffic, your vehicles and equipment must yield to public traffic.

Immediately remove hauling spillage from roadway lanes or shoulders open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

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Notify the Engineer not less than 20 days and not more than 90 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to public traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, place low clearance warning signs in accordance with the California MUTCD and as ordered. Signs must comply with the dimensions, color, and legend requirements of the California MUTCD and these specifications except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework. Protect pedestrians from falling objects and curing water for concrete. Extend overhead protection for pedestrians not less than 4 feet beyond the edge of the bridge deck. Illuminate all pedestrian openings through falsework. Temporary pedestrian facilities must comply with the American with Disabilities Act of 1990 (ADA).

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of public traffic.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard and the necessary warning devices must be furnished and installed and protective measures taken by you. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Install temporary railing (Type K) or other approved protection system under the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily Unprotected Permanent Obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
3. Storage Areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the provisions of these Standard Specifications and the special provisions
4. Height Differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Temporary railing (Type K) does not need to be installed where excavations within 15 feet from edge of an open traffic lane are:



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1. Covered with steel plates or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. In side slopes, where the downhill slope is 4:1 (horizontal:vertical) or less unless a naturally occurring condition
3. Protected by existing barrier or railing

Offset the approach end of temporary railing (Type K) a minimum of 15 feet from the edge of an open traffic lane. Install the temporary railing on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary railing.

Secure in place temporary railing (Type K) before starting work for which the temporary railing is required.

Where 2 or more lanes in the same direction are adjacent to the area where the work is being performed, including shoulders, and unless a barrier is present, the adjacent lane must be closed under any of the following conditions:

1. Work is within 6 feet of the edge of traveled way and approach speed is greater than 45 miles per hour
2. Work is within 3 feet of the edge of traveled way and approach speed is less than 45 mile per hour

Do not reduce an open traffic lane width to less than 10 feet. When traffic cones or delineators are used for temporary edge delineation, the line of cones or delineators is considered the edge of the traveled way.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices the same as specified for the lane closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

### **Replace Section 7-1.11 with:**

#### **7-1.11 PRESERVATION OF PROPERTY**

Comply with Section 5-1.18, "Property and Facility Preservation ."

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**Add:**

**7-1.50 FEDERAL LAWS FOR FEDERAL-AID CONTRACTS**

**7-1.50A General**

Section 7-1.50, "Federal Laws for Federal-Aid Contracts," includes specifications required in a Federal-aid construction contract and applies to a Federal-aid contract.

Form FHWA-1273 is included in the contract in Section 7-1.50B, "FHWA-1273." Some contract terms on the form are different than those used in other contract parts as shown in the following table:

<b>FHWA-1273 Terms and Department Equivalencies</b>	
FHWA-1273 Term	Equivalent Term Used in Other Contract Parts
SHA	Department
SHA contracting officer	Engineer
SHA resident engineer	Engineer

**7-1.50B FHWA-1273**

FHWA-1273 Electronic version -- March 10, 1994  
with revised Section VI

**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION  
CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

**I. GENERAL**

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in

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turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

### **II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:

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"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

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- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. **Training and Promotion:**
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these specifications, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into

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pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
    1. The number of minority and non-minority group members and women employed in each work classification on the project;
    2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
    3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
    4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
  - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains,



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recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### **1. General:**

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis- Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

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- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

**2. Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - 2. the additional classification is utilized in the area by the construction industry;
  - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

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**3. Payment of Fringe Benefits:**

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination.

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Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

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Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

### **5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

### **6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### **7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

### **8. Violation:**

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Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

### **9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

## **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### **1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### **2. Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon

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Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029- 005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  - 2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  - 3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the



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contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

### **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

(As of May 22, 2007, Form FHWA-47 is no longer required.)

### **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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**VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

**IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by Engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY  
PROJECTS**

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the

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construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

**X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

**1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier

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participant learns that its certification was erroneous by reason of changed circumstances.

- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--  
Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.
2. 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 31 U.S.C. 1352. 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.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**7-1.50C Female and Minority Goals**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in Section 7-1.50C, "Female and Minority Goals," female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:



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<b>Minority Utilization Goals</b>		
Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles	11.9 28.3

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	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura	21.5
	6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	19.0
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	19.7
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego	16.9
	Non-SMSA Counties CA Imperial	18.2

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

**7-1.50D Training**

Section 7-1.50D, "Training," applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the Department:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the Department's approval for this submitted information before you start work. The Department credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of Section 7-1.50D, "Training," is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

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Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Department and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - 1.1. Meet the your equal employment opportunity responsibilities
  - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The Department reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
  - 2.1. Contribute to the cost of the training
  - 2.2. Provide the instruction to the apprentice or trainee
  - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with Section 7-1.50D, "Training"

Each apprentice or trainee must:





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1. 4 CA Code of Regs § 4000 et seq.
2. Bus & Prof Code § 12001 et seq.

To determine the material payment quantities, use measuring devices that have been sealed by the Department of Food and Agriculture's Division of Measurement Standards or its designated representative.

If a device is not type approved by the Division of Measurement Standards, type approve it under California Test 109.

Notify the Engineer at least 1 business day in advance of equipment testing.

Use material plant controllers having elements affecting the data accuracy and delivery that have been sealed by the Engineer. Make these elements available to the Engineer for inspection. If the elements are adequate for use, the Engineer seals them. If security seal manipulation occurs, stop material production. Do not resume production until the Engineer reinspects and reseals the device.

The Engineer measures material paid for by weight on Contractor-furnished sealed scales regularly inspected by the Department of Food and Agriculture's Division of Measurement Standards or its designated representative.

Obtain authorization of portable vehicle scale installations before sealing.

Proportioning scales must comply with Section 5-1.10, "Equipment and Plants."

### **9-1.01B(2) Equipment**

Each scale must be long enough to fit an entire vehicle or a combination vehicle on the scale deck. The Department allows you to weigh a combination vehicle separately if you disconnect the vehicles.

Construct scale undersupports:

1. Using portland cement concrete containing at least 470 pounds of cement per cubic yard produced from commercial quality materials
2. Such that footing heights are at least 20 inches thick
3. With a bearing surface at least 30 inches wide and bearing pressure on the footing not over 4000 pounds per square foot

In constructing a scale:

1. Furnish drainage to prevent water from saturating the ground under the scale
2. Use bulkheads that prevent displacement
3. If shimming is necessary:
  - 3.1. Use securely attached metal shims or grout
  - 3.2. Do not use wedges to shim the supports
  - 3.3. Do not use shim material in excess of 3 inches
4. Install mechanical indicating elements level, plumb, and rigidly mounted on the concrete undersupports

## **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

5. For a hopper scale, rigidly attach hopper scale lever systems and mechanical indicating elements so no weight is lost from bending or support distortion

Each scale used to determine material payment quantities must be operated by a licensed weighmaster (Bus & Prof Code § 12700 et seq.).

Submit a public weighmaster's certificate or certified daily summary weigh sheets for each weighed material quantity. The Department may witness material weighing and check and compile the daily scale weight record.

Each vehicle operator must obtain weight or load slips from the weighmaster. Submit these records at the delivery point.

### **9-1.01B(3) Procedures**

Daily, weigh empty vehicles used to haul material paid for by weight. Each vehicle must have a legible identification mark. The Department may verify material weight by having an empty and loaded vehicle weighed on any scale the Engineer designates.

For imported topsoil measured by volume, soil amendment, and mulch:

1. Each vehicle must allow a ready and accurate contents determination
2. Unless vehicles are of uniform capacity, each vehicle must have a legible identification mark showing its volume capacity
3. Load vehicles to at least the volume capacity
4. Level vehicle loads on arrival at the delivery point

If determining a quantity paid on a volume basis is impractical or if you request and the Engineer authorizes the request, the Engineer weighs the material and converts the result to a volume measurement. The Engineer determines the conversion factors and, if you agree, adopts this method of measurement.

### **9-1.01C Final Pay Items**

The Department shows a bid item quantity as a final pay item for payment purposes only. For a final pay item, accept payment based on the verified Bid Item List quantity, regardless of actual quantity used unless dimensions are changed by the Engineer.

### **9-1.01D Quantities of Aggregate and Other Roadway Materials**

The Engineer determines the weight of aggregate and other roadway materials that are being paid for by weight as shown and does not include the deducted weight of water in their payment quantities.



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Material	Quantity Determination
Aggregate or other roadway material except as otherwise shown in this table	By deducting the weight of water in the material <sup>a</sup> in excess of 3 percent of the dry weight of the material from the weight of the material
Imported borrow, imported topsoil, aggregate subbase	By deducting the weight of water in the material <sup>a</sup> in excess of 6 percent of the dry weight of the material from the weight of the material
Straw	By deducting the weight of water in the material <sup>a</sup> in excess of 15 percent of the dry weight of the material from the weight of the material
Fiber <sup>b</sup>	Engineer does not deduct the weight of water
Aggregate base and aggregate for cement treated bases	As specified in Section 26, "Aggregate Bases," and Section 27, "Cement Treated Bases"

NOTE: Percentage of water is determined by California Test 226.

<sup>a</sup>At the time of weighing

<sup>b</sup>Weight of water in the fiber<sup>a</sup> must not exceed 15 percent of the dry weight of the fiber.

### 9-1.02 SCOPE OF PAYMENT

The Department pays you for furnishing the resources and activities required to complete the Contract work. The Department's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. PLACs and taxes

Full compensation for work specified in Sections 1 through 9 is included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the verified Bid Item List
2. Work is specified as paid for as extra work

The Department does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for each bid item specified by the description and measurement unit shown on the verified Bid Item List
2. For the price bid for each bid item shown on the verified Bid Item List or as changed by change order with a specified price adjustment

If an alternative is described in the Contract, the Department pays based on the bid items for the details and specifications not described as an alternative.

The Department pays for work performed by change order based on one or a combination of the following:

## **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

1. Bid item prices
2. Force account
3. Agreed price
4. Specialist billing

If the Engineer chooses to pay for work performed by change order based on an agreed price, but you and the Engineer cannot agree on the price, the Department pays by force account.

If a portion of extra work is covered by bid items, the Department pays for this work as changed quantities in those items. The Department pays for the remaining portion of the extra work by force account or agreed price.

The Department pays 10 percent annual interest for unpaid and undisputed:

1. Progress payments
2. After-acceptance payment except for claims

For these payments, interest starts to accrue 30 days after the 1st working day following the 20th day of the month payment is due. For extra work bills not submitted within 7 days after performing the work as specified in 5-1.015E, "Extra Work Bills," interest starts to accrue 60 days after the 1st working day following the 20th day of the month payment is due.

The Department pays 6 percent annual interest for unpaid and undisputed claims. Interest starts to accrue 61 days after the Department accepts a claim statement.

The Department pays 6 percent annual interest for awards in arbitration (Civ Code § 3289).

If the amount of a deduction or withhold exceeds final payment, the Department invoices you for the difference, to be paid upon receipt.

### **9-1.03 FORCE ACCOUNT PAYMENT**

#### **9-1.03A General**

For work paid by force account, the Engineer compares the Department's records to your daily force account work report. When you and the Engineer agree on the contents of the daily force account work reports, the Engineer accepts the report and the Department pays for the work. If the records differ, the Department pays for the work based only on the information shown on the Department's records.

If a subcontractor performs work at force account, accept an additional 10 percent markup to the total cost of that work paid at force account, including markups specified in Section 9-1.03, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment include compensation for all delay costs, overhead costs, and profit.

If an item's payment is adjusted for work-character changes, the Department excludes your cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

#### **9-1.03B Labor**

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 35 percent markup. Force account labor payment consists of:

## **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

1. Employer payment to the worker for:
  - 1.1. Basic hourly wage
  - 1.2. Health and welfare
  - 1.3. Pension
  - 1.4. Vacation
  - 1.5. Training
  - 1.6. Other State and federal recognized fringe benefit payments
  
2. Labor surcharge percentage in Labor Surcharge and Equipment Rental Rates current during the work paid at force account for:
  - 2.1. Workers' compensation insurance
  - 2.2. Social security
  - 2.3. Medicare
  - 2.4. Federal unemployment insurance
  - 2.5. State unemployment insurance
  - 2.6. State training taxes
  
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 35 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

### **9-1.03C Materials**

Material payment is full compensation for materials you furnish and use in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 15 percent markup is added.
2. Supplier discounts are subtracted whether you took them or not.
3. If the Engineer believes the material purchase prices are excessive, the Department pays the lowest current wholesale price for a similar material quantity.
4. If you procured the materials from a source you wholly or partially own, the determined cost is based on the lower of the:
  - 4.1. Price paid by the purchaser for similar materials from that source on Contract items

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- 4.2. Current wholesale price for those materials
5. If you do not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
  - 5.1. During that period
  - 5.2. In the quantities used

### **9-1.03D Equipment Rental**

#### **9-1.03D(1) General**

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the site of work performed by change order using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 15 percent markup.

If you want to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If you use the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using rates in Labor Surcharge and Equipment Rental Rates:
  - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
  - 1.2. Current during the work paid by force account.
  - 1.3. Regardless of equipment ownership; but the Department uses the rental document rates or minimum rental cost terms if:
    - 1.3.1. Rented from equipment business you do not own.
    - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in Labor Surcharge and Equipment Rental Rates. You may submit cost information that helps the Engineer establish the rental rate; but the Department uses the rental document rates or minimum rental cost terms if:
  - 2.1. Rented from equipment business you do not own.
  - 2.2. The Engineer establishes a rate of \$10.00 per hour or less.

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3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

1. Fuel
2. Oil
3. Lubrication
4. Supplies
5. Small tools that are not consumed by use
6. Necessary attachments
7. Repairs and maintenance
8. Depreciation
9. Storage
10. Insurance
11. Incidentals

The Department pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

### **9-1.03D(2) Equipment On the Job Site**

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
  - 3.1. Hourly rates are paid in 1/2-hour increments
  - 3.2. Daily rates are paid in 1/2-day increments

When rented equipment on the job site is used to perform work at force account not required by the original contract work, the Engineer may authorize rates in excess of those in Labor Surcharge and Equipment Rental Rates if:

1. You submit a request to use rented equipment
2. Equipment is not available from your owned equipment fleet or from your subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. Engineer authorizes the equipment source and the rental rate before you use the equipment

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The Department pays for fuel consumed during operation of rented equipment not included in the invoiced rental rate.

### 9-1.03D(3) Equipment Not On the Job Site Required for Original Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the Department rounds up hours operated to the nearest 1/2-hour increment and pays based on the following table. The table does not apply when equipment is not operated due to breakdowns; in which case rental hours are the hours the equipment was operated.

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

### 9-1.03D(4) Equipment Not On the Job Site Not Required for Original Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original Contract work, the time paid is the time:

## **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

For this equipment, the Engineer may authorize rates in excess of those in Labor Surcharge and Equipment Rental Rates subject to the following:

1. Equipment is not available from your normal sources or from one of your subcontractors
2. Proposed equipment rental rate is reasonable
3. Engineer authorizes the equipment source and the rental rate before you use the equipment

### **9-1.03D(5) Non-Owner-Operated Dump Truck Rental**

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

### **9-1.04 EXTRA WORK PERFORMED BY SPECIALISTS**

If the Engineer determines that you or your subcontractors are not capable of performing specialty extra work, a specialist may be used. Itemize the labor, material, and equipment rental costs unless it is not the special service industry's established practice to provide itemization; in which case, the Engineer accepts current market-priced invoices for the work.

The Engineer may accept an invoice as a specialist billing for work performed at an off-job site manufacturing plant or machine shop.

The Engineer determines the cost based on the specialist invoice price minus any available or offered discounts plus a 10 percent markup.

### **9-1.05 CHANGED QUANTITY PAYMENT ADJUSTMENTS**

#### **9-1.05A General**

The unit prices specified in Section 9-1.05 are adjusted under Section 9-1.03, "Force Account Payment."

#### **9-1.05B Increases of More Than 25 Percent**

If the total bid item quantity exceeds 125 percent of the quantity shown on the verified Bid Item List and if no approved Contract Change Order addresses payment for the quantity exceeding 125 percent, the Engineer may adjust the unit price for the excess quantity under Section 9-1.03, "Force Account Payment," or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total item pay quantity.



## **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

2. In determining the unit cost, the Engineer excludes the item's fixed costs. You have recovered the fixed costs in the payment for 125 percent shown on the verified Bid Item List.
3. After excluding fixed costs, the Engineer determines the item unit cost under Section 9-1.03, "Force Account Payment."

If the payment for the number of units of a bid item in excess of 125 percent of the verified Bid Item List is less than \$5,000 at the unit price, the Engineer may not adjust the unit price unless you request it.

### **9-1.05C Decreases of More Than 25 Percent**

If the total item pay quantity is less than 75 percent of the quantity shown on the verified Bid Item List and if no approved Contract Change Order addresses payment for the quantity less than 75 percent, you may request a unit price adjustment. The Engineer may adjust the unit price for the decreased quantity under Section 9-1.03, "Force Account Payment " or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total pay quantity.
2. In determining the unit cost, the Engineer includes the item's fixed costs.
3. After including fixed costs, the Engineer determines the item unit cost under Section 9-1.03, "Force Account Payment."

The Department does not pay more than 75 percent of the item total in the verified Bid Item List.

### **9-1.05D Eliminated Items**

If the Engineer eliminates an item, the Department pays your costs incurred before the Engineer's elimination notification date.

If you order authorized material for an eliminated item before the notification date and the order cannot be canceled, either of the following occurs:

1. If the material is returnable to the vendor, the Engineer orders you to return the material and the Department pays your handling costs and vendor charges.
2. The Department pays your cost for the material and its handling and becomes the material owner.

The Engineer determines the payment for the eliminated bid item under Section 9-1.03, "Force Account Payment."

### **9-1.06 WORK-CHARACTER CHANGES**

The Department adjusts a bid item unit price based on the difference between the cost to perform the work as planned and the cost to perform the work as changed. The Engineer determines the payment adjustment under Section 9-1.03, "Force Account Payment." The Department adjusts payment for only the work portion that changed in character.

# **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

## **9-1.07 PROGRESS PAYMENTS**

### **9-1.07A General**

The Department pays you based on Engineer-prepared monthly progress estimates. Each estimate reflects:

1. Total work completed during the pay period
2. Extra work bills if:
  - 2.1. Submitted by the 15th of a month
  - 2.2. Approved by the 20th of a month
3. Amount for materials on hand
4. Amount earned for mobilization
5. Deductions
6. Withholds
7. Resolved potential claims
8. Payment adjustments

Submit certification stating the work complies with the QC procedures. The Engineer does not process a progress estimate without a signed certification.

You may protest a progress payment.

### **9-1.07B Schedule of Values**

Section 9-1.07B applies to a lump sum bid item for which a schedule of values is specified to be submitted.

The sum of the amounts for the work units listed in the schedule of values must equal the lump sum price bid for the bid item.

Obtain authorization of a schedule of values before you perform work shown on the schedule. The Department does not process a progress payment for the bid item without an authorized schedule of values.

Accept progress payments for overhead, profit, bond costs, and other fixed or administrative costs as distributed proportionally among the items listed except that for a contract with a bid item for mobilization, accept progress payments for bond costs as included in the mobilization bid item.

For changed quantities of the work units listed, the Department adjusts payments in the same manner as specified for changed quantities of bid items under Section 9-1.05, "Changed Quantity Payment Adjustments."

### **9-1.07C Materials On Hand**

A material on hand but not incorporated into the work is eligible for progress payment if:

1. Listed in a special provision as eligible and is in compliance with other Contract parts
2. Purchased
3. An invoice is submitted
4. Stored within the State and you submit evidence that the stored material is subject to the Department's control
5. Requested on the Department-furnished form

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### **9-1.07D Mobilization**

Mobilization is eligible for partial payments if the Contract includes a bid item for mobilization. The Department makes the partial payments under Pub Cont Code § 10264. If the Contract does not include a mobilization bid item, mobilization is included in the payment for the various bid items.

The Department pays the item total for mobilization in excess of 10 percent of the total bid in the 1st payment after Contract acceptance.

### **9-1.07E Withholds**

#### **9-1.07E(1) General**

The Department may withhold payment for noncompliance.

The Department returns the noncompliance withhold in the progress payment following correction of noncompliance.

Withholds are not retentions under Pub Cont Code § 7107 and do not accrue interest under Pub Cont Code § 10261.5.

Withholds are cumulative and independent of deductions.

Section 9-1.07E does not include all withholds that may be taken; the Department may withhold other payments as specified.

#### **9-1.07E(2) Progress Withholds**

The Department withholds 10 percent of a partial payment for noncompliant progress. Noncompliant progress occurs when:

1. Total days to date exceed 75 percent of the revised Contract working days
2. Percent of working days elapsed exceeds the percent of value of work completed by more than 15 percent

The Engineer determines the percent of working days elapsed by dividing the total days to date by the revised Contract working days and converting the quotient to a percentage.

The Engineer determines the percent of value of work completed by summing payments made to date and the amount due on the current progress estimate, dividing this sum by the current total estimated value of the work, and converting the quotient to a percentage. These amounts are shown on the Progress Payment Voucher.

When the percent of working days elapsed minus the percent of value of work completed is less than or equal to 15 percent, the Department returns the withhold in the next progress payment.

#### **9-1.07E(3) Performance Failure Withholds**

During each estimate period you fail to comply with a Contract part, including submittal of a document as specified, the Department withholds a part of the progress payment. The documents include QC plans, schedules, traffic control plans, and water pollution control submittals.

For 1 performance failure, the Department withholds 25 percent of the progress payment but does not withhold more than 10 percent of the total bid.

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For multiple performance failures, the Department withholds 100 percent of the progress payment but does not withhold more than 10 percent of the total bid.

### **9-1.07E(4) Stop Notice Withholds**

The Department may withhold payments to cover claims filed under Civ Code § 3179 et seq. Stop notice information may be obtained from the Office of External Accounts Payable, Division of Accounting.

### **9-1.07E(5) Penalty Withholds**

Penalties include fines and damages that are proposed, assessed, or levied against you or the Department by a governmental agency or private lawsuit. Penalties are also payments made or costs incurred in settling alleged violations of federal, state, or local laws, regulations, requirements, or PLACs. The cost incurred may include the amount spent for mitigation or correcting a violation.

If you or the Department is assessed a penalty, the Department may withhold the penalty amount until the penalty disposition has been resolved. The Department may withhold penalty funds without notifying you.

Instead of the withhold, you may provide a bond equal to the highest estimated liability for any disputed penalties proposed.

### **9-1.07E(6)–9-1.07E(10) Reserved**

### **9-1.07F Retentions**

The Department does not retain moneys from progress payments due to the Contractor for work performed (Pub Cont Code § 7202).

### **9-1.07G–9-1.07K Reserved**

## **9-1.08 PAYMENT AFTER CONTRACT ACCEPTANCE**

### **9-1.08A General**

Reserved

### **9-1.08B Payment Before Final Estimate**

After Contract acceptance, the Department pays you based on the Engineer-prepared estimate that includes withholds and the balance due after deduction of previous payments.

### **9-1.08C Proposed Final Estimate**

The Engineer estimates the amount of work completed and shows the amount payable in a proposed final estimate based on:

1. Contract items
2. Payment adjustments
3. Work paid by force account or agreed price
4. Extra work

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### **5. Deductions**

Submit either a written final estimate acceptance or a claim statement no later than the 30th day after receiving the proposed final estimate. Evidence of the Contractor's receipt of the final estimate and the Engineer's receipt of the Contractor's written acceptance or claim statement is a delivery service's proof of delivery or Engineer's written receipt if hand delivered.

If you claim that the final estimate is less than 90 percent of your total bid, the Department adjusts the final payment to cover your overhead. The adjustment is 10 percent of the difference between the total bid and the final estimate. The Department does not make this adjustment on a terminated contract.

### **9-1.08D Final Payment and Claims**

#### **9-1.08D(1) General**

If you accept the proposed final estimate or do not submit a claim statement within 30 days of receiving the estimate, the Engineer furnishes the final estimate to you and the Department pays the amount due within 30 days. This final estimate and payment is conclusive except as specified in Sections 5-1.015, "Records," 6-1.075, "Guarantee," and 9-1.09, "Clerical Errors."

If you submit a claim statement within 30 days of receiving the Engineer's proposed final estimate, the Engineer furnishes a semifinal estimate to the Contractor and the Department pays the amount due within 30 days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by the claims or as specified in Sections 5-1.015, "Records," 6-1.075, "Guarantee," and 9-1.09, "Clerical Errors."

#### **9-1.08D(2) Claim Statement**

##### **9-1.08D(2)(a) General**

For each claim, submit a claim statement showing only the identification number that corresponds to the Full and Final Potential Claim Record and the final amount of additional payment requested except:

1. If the final amount of requested payment differs from the amount requested in the Full and Final Potential Claim Record
2. For a claim for quantities, withholds, deductions, liquidated damages, or change order bills
3. For an overhead claim

If the final amount of requested payment differs from the amount requested in the Full and Final Potential Claim Record, submit:

1. Identification number that corresponds to the Full and Final Potential Claim Record
2. Final amount of additional payment requested
3. Basis for the changed amount
4. Contract documentation that supports the changed amount
5. Statement of the reasons the Contract documentation supports the claim

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The Engineer notifies you of an omission of or a disparity in the exclusive identification number. Within 15 days of the notification, correct the omission or disparity. If the omission or disparity is not resolved after the 15 days, the Engineer assigns a new number.

For a claim for quantities, withholds, deductions, or change order bills submit:

1. Final amount of additional payment requested
2. Enough detail to enable the Engineer to determine the basis and amounts of the additional payment requested

### **9-1.08D(2)(b) Overhead Claims**

Include with an overhead claim:

1. Final amount of additional payment requested
2. Independent CPA audit report

Failure to submit the audit report with an overhead claim with the claim statement is a waiver of the overhead claim and operates as a bar to arbitration on the claim (Pub Cont Code § 10240.2).

The Department deducts an amount for field and home office overhead paid on added work from any claim for overhead. The value of the added work equals the value of the work completed minus the total bid. The home office overhead deduction equals 5 percent of the added work. The field office overhead deduction equals 5-1/2 percent of the added work.

If you intend to pursue a claim for reimbursement for field or home office overhead beyond that provided expressly by the Contract:

1. Notify the Engineer within 30 days of receipt of the proposed final estimate of your intent to seek reimbursement for specific overhead costs beyond that provided by the Contract
2. Specifically identify each claim and each date associated with each claim from which you seek reimbursement for specific overhead costs beyond that provided by the Contract
3. Timely submit all other claims
4. Within 30 days of receipt of the proposed final estimate, submit an audit report prepared by an independent CPA
  - 4.1. The audit report must show calculations with supporting documentation of actual home office and project field overhead costs
  - 4.2. The calculations must specify the actual daily rates for both field and home office overhead for the entire duration of the project expressed as a rate per working day
  - 4.3. The start and end dates of the actual project performance period, number of working days, overhead cost pools, and all allocation bases must be disclosed in the calculations of your actual field and home office overhead daily rates
  - 4.4. Neither daily rate may include a markup for profit
5. Field overhead costs from which the daily rate is calculated must be:
  - 5.1. Allowable under 48 CFR 31
  - 5.2. Supported by reliable records

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- 5.3. Related solely to the project
  - 5.4. Incurred during the actual project performance period
  - 5.5. Comprised of only time-related field overhead costs
  - 5.6. Not a direct cost
6. Home office overhead costs from which the daily rate is calculated must be:
- 6.1. Allowable under 48 CFR 31
  - 6.2. Supported by reliable records
  - 6.3. Incurred during the actual project performance period
  - 6.4. Comprised of only fixed home office overhead costs
  - 6.5. Not a direct cost

The actual rate of time-related overhead is subject to authorization by the Engineer.

The CPA's audit must be performed under the Attestation Standards published by the American Institute of Certified Public Accountants. The CPA's audit report must express an opinion whether or not your calculations of your actual field and home office overhead daily rates comply with Section 9-1.08D(2)(b), "Overhead Claims." The attest documentation prepared by the CPA in connection with the audit must be reproduced and submitted for review with the audit report.

The Department provides markups for all work paid by force account. Overhead for field and home office costs are included in the markups. Overhead claims in excess of Contract markups are not allowed under the Contract. If you seek reimbursement for costs not allowed under the Contract, the Department does not pay your cost of performing the independent CPA examination specified in section 9-1.08D(2)(b), "Overhead Claims," including preparation of the audit report.

**9-1.08D(2)(c) Declaration**

Submit a declaration that includes the following language with the claim statement:

I declare under penalty of perjury, according to the laws of the State of California, that the foregoing claims, with specific reference to the California False Claims Act (Govt Code § 12650 et seq.) and to the extent the project contains federal funding, the U.S. False Claims Act (31 USC § 3729 et seq.), are true and correct, and that this declaration was signed on \_\_\_\_\_(date)\_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

**9-1.08D(2)(d) Waiver**

A claim is waived if:

- 1. Claim does not have a corresponding Full and Final Potential Claim Record identification number
- 2. Claim does not have the same nature, circumstances, and basis of claim as the corresponding Full and Final Potential Claim Record
- 3. Claim is not included in the claim statement
- 4. You do not comply with the claim procedures
- 5. You do not submit the declaration specified in 9-1.08D(2)(c), "Declaration"

## **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

### **9-1.08D(3) Final Determination of Claims**

Failure to allow timely access to claim supporting data when requested waives the claim.

The Department's costs in reviewing or auditing a claim not supported by the Contractor's accounting or other records are damages incurred by the State within the meaning of the California False Claims Act.

If the Engineer determines that a claim requires additional analysis, the Engineer schedules a board of review meeting. Meet with the board of review and make a presentation supporting the claim.

After claim review completion by the Engineer or board of review, the Department makes the final determination of claims and furnishes it to the Contractor.

After the determination, the Engineer furnishes a final estimate to the Contractor and the Department pays the amount due within 30 days. The final estimate is conclusive as to the amount of work completed and the amount payable except as specified in Sections 5-1.015, "Records," 6-1.075, "Guarantee," and 9-1.09, "Clerical Errors."

The Contractor's failure to comply with the claim procedures is a bar to arbitration under Pub Cont Code § 10240.2.

### **9-1.09 CLERICAL ERRORS**

For 3 years after Contract acceptance, estimates and payments are open to correction and adjustment for clerical errors. Either the Department or the Contractor pays to the other the amount due except for clerical errors resulting in an adjustment less than \$200; in which case, no payment is made.

### **9-1.10 ARBITRATION**

Pub Cont Code § 10240 through 10240.13 provides for the resolution of contract claims by arbitration.

Start arbitration by filing a complaint with the Office of Administrative Hearings in Sacramento (1 CA Code Regs § 1350). File the arbitration complaint no later than 90 days after receiving the Department's final written decision on a claim (Pub Cont Code § 10240.1).





# Amendments to the State of California, Department of Transportation May 2006 Standard Specifications

Replace Section 14 with:

## SECTION 14 ENVIRONMENTAL STEWARDSHIP

### 14-1 GENERAL

#### 14-1.01 GENERAL

Environmental stewardship includes both environmental compliance and environmental resource management.

If an ESA is shown on the plans:

1. The boundaries shown are approximate; the Department marks the exact boundaries on the ground
2. Do not enter the ESA unless authorized
3. If the ESA is breached, immediately:
  - 3.1. Secure the area and stop all operations within 60 feet of the ESA boundary
  - 3.2. Notify the Engineer
4. If the ESA is damaged, the Department determines what efforts are necessary to remedy the damage and who performs the remedy; you are responsible for remedies and charges.

### 14-2 CULTURAL RESOURCES

#### 14-2.01 GENERAL

Reserved

#### 14-2.02 ARCHAEOLOGICAL RESOURCES

If archaeological resources are discovered at the job site, do not disturb the resources and immediately:

1. Stop all work within a 60-foot radius of the discovery
2. Protect the discovery area
3. Notify the Engineer

The Department investigates. Do not take archaeological resources from the job site. Do not resume work within the discovery area until authorized.

If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archaeological find, or investigation or recovery of archeological materials, you will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays."

If ordered, furnish resources to assist in the investigation or recovery of archaeological resources. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

#### 14-2.03 ARCHAEOLOGICAL MONITORING AREA

Section 14-2.03 applies if an AMA is described in the Contract.

The Department assigns an archaeological monitor to monitor job site activities within the AMA. Do not work within the AMA unless the archeological monitor is present.

## **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

The Engineer and the Department archaeological monitor conduct an AMA location field review with you at least 5 business days before start of work. The Department marks the exact boundaries of the AMA on the ground.

If temporary fence (Type ESA) for an AMA is described in the Contract, install temporary fence (Type ESA) to define the boundaries of the AMA during the AMA location field review.

At least 5 business days before starting work within an AMA, submit a schedule of days and hours to be worked for the Engineer's approval. If you require changes in the schedule, submit an update for the Engineer's approval at least 5 business days before any changed work day.

If archaeological resources are discovered within an AMA, comply with Section 14-2.02, "Archaeological Resources."

### **14-2.04 HISTORIC STRUCTURES**

Reserved

### **14-3 COMMUNITY IMPACTS AND ENVIRONMENTAL JUSTICE**

Reserved

### **14-4 NATIVE AMERICAN CONCERNS**

Reserved

### **14-5 AESTHETICS**

Reserved

### **14-6 BIOLOGICAL RESOURCES**

#### **14-6.01 GENERAL**

Reserved

#### **14-6.02 BIRD PROTECTION**

Protect migratory and nongame birds, their occupied nests, and their eggs.

The Department anticipates nesting or attempted nesting from February 15 to September 1.

The federal Migratory Bird Treaty Act, 16 USC § 703–711, and 50 CFR Pt 10 and Fish & Game Code §§ 3503, 3513, and 3800 protect migratory and nongame birds, their occupied nests, and their eggs.

The federal Endangered Species Act of 1973, 16 USC §§ 1531 and 1543, and the California Endangered Species Act, Fish & Game Code §§ 2050–2115.5, prohibit the take of listed species and protect occupied and unoccupied nests of threatened and endangered bird species.

The Bald and Golden Eagle Protection Act, 16 USC § 668, prohibits the destruction of bald and golden eagles and their occupied and unoccupied nests.

If migratory or nongame bird nests are discovered that may be adversely affected by construction activities or an injured or killed bird is found, immediately:

1. Stop all work within a 100-foot radius of the discovery.
2. Notify the Engineer.

## **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

The Department investigates. Do not resume work within the specified radius of the discovery until authorized.

When ordered, use exclusion devices, take nesting prevention measures, remove and dispose of partially constructed and unoccupied nests of migratory or nongame birds on a regular basis to prevent their occupation, or perform any combination of these. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

Prevent nest materials from falling into waterways.

Bird protection that causes a delay to the controlling activity is a condition unfavorable to the suitable prosecution of work as specified in Section 8-1.05, "Temporary Suspension of Work."

### **14-7 PALEONTOLOGICAL RESOURCES**

If paleontological resources are discovered at the job site, do not disturb the material and immediately:

1. Stop all work within a 60-foot radius of the discovery
2. Protect the area
3. Notify the Engineer

The Department investigates and modifies the dimensions of the protected area if necessary. Do not take paleontological resources from the job site. Do not resume work within the specified radius of the discovery until authorized.

### **14-8 NOISE AND VIBRATION**

#### **14-8.01 GENERAL**

Reserved

#### **14-8.02 NOISE CONTROL**

Do not exceed 86 dBa at 50 feet from the job site activities from 9 p.m. to 6 a.m. Use an alternative warning method instead of a sound signal unless required by safety laws.

Equip an internal combustion engine with the manufacturer-recommended muffler. Do not operate an internal combustion engine on the job site without the appropriate muffler.

### **14-9 AIR QUALITY**

#### **14-9.01 AIR POLLUTION CONTROL**

Comply with air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the Contract, including air pollution control rules, regulations, ordinances, and statutes provided in Govt Code § 11017 (Pub Cont Code § 10231).

Do not burn material to be disposed of.

#### **14-9.02 DUST CONTROL**

Prevent and alleviate dust by applying water, dust palliative, or both under Section 14-9.01.

Apply water under Section 17, "Watering."

Apply dust palliative under Section 18, "Dust Palliative."

If ordered, apply water, dust palliative, or both to control dust caused by public traffic. This work will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

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**14-10 SOLID WASTE DISPOSAL AND RECYCLING**

**14-10.01 SOLID WASTE DISPOSAL AND RECYCLING**

Submit an annual Solid Waste Disposal and Recycling Report between January 1 and 15 for each year work is performed under the Contract at any time during the previous calendar year. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 through December 31 of the previous calendar year.

Submit a final annual Solid Waste Disposal and Recycling Report within 5 business days after Contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project from January 1 to Contract acceptance.

For each failure to submit a completed form, the Department withholds \$10,000.

**14-11 HAZARDOUS WASTE AND CONTAMINATION**

**14-11.01 GENERAL**

Reserved

**14-11.02 ASBESTOS AND HAZARDOUS SUBSTANCES**

Upon discovery, immediately stop working in and notify the Engineer of areas where asbestos or a hazardous substance is present if the:

1. Contractor reasonably believes the substance is asbestos as defined in Labor Code § 6501.7 or a hazardous substance as defined in Health & Safety Code §§ 25316 and 25317
2. Presence is not described in the Contract
3. Substance has not been made harmless

**14-12 OTHER INTERAGENCY RELATIONS**

Reserved

**14-13 PAYMENT**

Payment for work specified in Section 14 is included in the payment for the bid items involved unless:

1. Bid item for the work is shown in the verified Bid Item List
2. Work is specified as paid for as extra work



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1. The weight ratio of water to bituminous material in the original asphaltic emulsion
2. The weight of asphaltic emulsion before diluting
3. The weight of added water
4. The final dilution weight ratio of water to asphaltic emulsion

### 39-1.02C Asphalt Binder

Asphalt binder in HMA must comply with Section 92, "Asphalts," or Section 39-1.02D, "Asphalt Rubber Binder." The special provisions specify the grade.

Asphalt binder for geosynthetic pavement interlayer must comply with Section 92, "Asphalts." Choose from Grades PG 64-10, PG 64-16, or PG 70-10.

### 39-1.02D Asphalt Rubber Binder

#### General

Use asphalt rubber binder in RHMA-G, RHMA-O, and RHMA-O-HB. Asphalt rubber binder must be a combination of:

1. Asphalt binder
2. Asphalt modifier
3. Crumb rubber modifier (CRM)

The combined asphalt binder and asphalt modifier must be  $80.0 \pm 2.0$  percent by weight of the asphalt rubber binder.

#### Asphalt Modifier

Asphalt modifier must be a resinous, high flash point, and aromatic hydrocarbon, and comply with:

**Asphalt Modifier for Asphalt Rubber Binder**

Quality Characteristic	ASTM	Specification
Viscosity, $m^2/s$ ( $\times 10^{-6}$ ) at 100 °C	D 445	$X \pm 3^a$
Flash Point, CL.O.C., °C	D 92	207 minimum
Molecular Analysis		
Asphaltenes, percent by mass	D 2007	0.1 maximum
Aromatics, percent by mass	D 2007	55 minimum

Note:

<sup>a</sup> The symbol "X" is the proposed asphalt modifier viscosity. "X" must be between 19 and 36. A change in "X" requires a new asphalt rubber binder design.

Asphalt modifier must be from 2.0 percent to 6.0 percent by weight of the asphalt binder in the asphalt rubber binder.

#### Crumb Rubber Modifier

CRM consists of a ground or granulated combination of scrap tire CRM and high natural CRM. CRM must be  $75.0 \pm 2.0$  percent scrap tire CRM and  $25.0 \pm 2.0$  percent high natural CRM by total weight of CRM. Scrap tire CRM must be from any combination of automobile tires, truck tires, or tire buffings.

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Sample and test scrap tire CRM and high natural CRM separately. CRM must comply with:

### Crumb Rubber Modifier for Asphalt Rubber Binder

Quality Characteristic	Test Method	Specification
Scrap tire CRM gradation (% passing No. 8 sieve)	LP-10	100
High natural CRM gradation (% passing No. 10 sieve)	LP-10	100
Wire in CRM (% max.)	LP-10	0.01
Fabric in CRM (% max.)	LP-10	0.05
CRM particle length (inch max.) <sup>a</sup>	--	3/16
CRM specific gravity <sup>a</sup>	CT 208	1.1 – 1.2
Natural rubber content in high natural CRM (%) <sup>a</sup>	ASTM D 297	40.0 – 48.0

Note:

<sup>a</sup> Test at mix design and for Certificate of Compliance.

Only use CRM ground and granulated at ambient temperature. If steel and fiber are cryogenically separated, it must occur before grinding and granulating. Only use cryogenically produced CRM particles that can be ground or granulated and not pass through the grinder or granulator.

CRM must be dry, free-flowing particles that do not stick together. CRM must not cause foaming when combined with the asphalt binder and asphalt modifier. You may add calcium carbonate or talc up to 3 percent by weight of CRM.

### Asphalt Rubber Binder Design and Profile

Submit in writing an asphalt rubber binder design and profile that complies with the asphalt rubber binder specifications. In the design, designate the asphalt, asphalt modifier, and CRM and their proportions. The profile must include the same component sources for the asphalt rubber binder used.

Design the asphalt rubber binder from testing you perform for each quality characteristic and for the reaction temperatures expected during production. The 24-hour (1,440-minute) interaction period determines the design profile. At a minimum, mix asphalt rubber binder components, take samples, and perform and record the following tests:

### Asphalt Rubber Binder Reaction Design Profile

Test	Minutes of Reaction <sup>a</sup>							Limits
	45	60	90	120	240	360	1440	
Cone penetration @ 77 °F, 0.10-mm (ASTM D 217)	X <sup>b</sup>				X		X	25 - 70
Resilience @ 77 °F, percent rebound (ASTM D 5329)	X				X		X	18 min.
Field softening point, °F (ASTM D 36)	X				X		X	125 - 165
Viscosity, centipoises (LP-11)	X	X	X	X	X	X	X	1,500 - 4,000

Notes:

<sup>a</sup> Six hours (360 minutes) after CRM addition, reduce the oven temperature to 275 °F for a period of 16 hours. After the 16-hour (1320 minutes) cool-down after CRM addition, reheat the binder to the reaction temperature expected during production for sampling and testing at 24 hours (1440 minutes).

<sup>b</sup> "X" denotes required testing

### Asphalt Rubber Binder

After interacting for a minimum of 45 minutes, asphalt rubber binder must comply with:



**Amendments to the State of California, Department of Transportation  
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**Asphalt Rubber Binder**

Quality Characteristic	Test for Quality Control or Acceptance	Test Method	Specification	
			Minimum	Maximum
Cone penetration @ 77 °F, 0.10-mm	Acceptance	ASTM D 217	25	70
Resilience @ 77 °F, percent rebound	Acceptance	ASTM D 5329	18	--
Field softening point, °F	Acceptance	ASTM D 36	125	165
Viscosity @ 375 °F, centipoises	Quality Control	LP-11	1,500	4,000

**39-1.02E Aggregate**

Aggregate must be clean and free from deleterious substances. Aggregate:

1. Retained on the No. 4 sieve is coarse
2. Passing the No. 4 sieve is fine
3. Added and passing the No. 30 sieve is supplemental fine, including:
  - 3.1. Hydrated lime
  - 3.2. Portland cement
  - 3.3. Fines from dust collectors

The special provisions specify the aggregate gradation for each HMA type.

The specified aggregate gradation is before the addition of asphalt binder and includes supplemental fines. The Engineer tests for aggregate grading under California Test 202, modified by California Test 105 if there is a difference in specific gravity of 0.2 or more between the coarse and fine parts of different aggregate blends.

Choose a sieve size target value (TV) within each target value limit presented in the aggregate gradation tables.

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**Aggregate Gradation  
(Percentage Passing)  
HMA Types A and B**

3/4-inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
1"	100	—
3/4"	90 - 100	TV ±5
1/2"	70 - 90	TV ±6
No. 4	45 - 55	TV ±7
No. 8	32 - 40	TV ±5
No. 30	12 - 21	TV ±4
No. 200	2 - 7	TV ±2

1/2-inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	95 - 99	TV ±6
3/8"	75 - 95	TV ±6
No. 4	55 - 66	TV ±7
No. 8	38 - 49	TV ±5
No. 30	15 - 27	TV ±4
No. 200	2 - 8	TV ±2

3/8-inch HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
1/2"	100	—
3/8"	95 - 100	TV ±6
No. 4	58 - 72	TV ±7
No. 8	34 - 48	TV ±6
No. 30	18 - 32	TV ±5
No. 200	2 - 9	TV ±2

No. 4 HMA Types A and B

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/8"	100	—
No. 4	95 - 100	TV ±7
No. 8	72 - 77	TV ±7
No. 30	37 - 43	TV ±7
No. 200	2 - 12	TV ±4

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## Rubberized Hot Mix Asphalt - Gap Graded (RHMA-G)

### 3/4-inch RHMA-G

Sieve Sizes	Target Value Limits	Allowable Tolerance
1"	100	—
3/4"	95 - 100	TV ±5
1/2"	83 - 87	TV ±6
3/8"	65 - 70	TV ±6
No. 4	28 - 42	TV ±7
No. 8	14 - 22	TV ±5
No. 200	0 - 6	TV ±2

### 1/2-inch RHMA-G

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	90 - 100	TV ±6
3/8"	83 - 87	TV ±6
No. 4	28 - 42	TV ±7
No. 8	14 - 22	TV ±5
No. 200	0 - 6	TV ±2

## Open Graded Friction Course (OGFC)

### 1-inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
1 1/2"	100	—
1"	99 - 100	TV ±5
3/4"	85 - 96	TV ±5
1/2"	55 - 71	TV ±6
No. 4	10 - 25	TV ±7
No. 8	6 - 16	TV ±5
No. 200	1 - 6	TV ±2

### 1/2-inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
3/4"	100	—
1/2"	95 - 100	TV ±6
3/8"	78 - 89	TV ±6
No. 4	28 - 37	TV ±7
No. 8	7 - 18	TV ±5
No. 30	0 - 10	TV ±4
No. 200	0 - 3	TV ±2

### 3/8-inch OGFC

Sieve Sizes	Target Value Limits	Allowable Tolerance
1/2"	100	—
3/8"	90 - 100	TV ±6
No. 4	29 - 36	TV ±7
No. 8	7 - 18	TV ±6
No. 30	0 - 10	TV ±5
No. 200	0 - 3	TV ±2

## Amendments to the State of California, Department of Transportation May 2006 Standard Specifications

Before the addition of asphalt binder and lime treatment, aggregate must comply with:

Aggregate Quality					
Quality Characteristic	Test Method	HMA Type			
		A	B	RHMA-G	OGFC
Percent of crushed particles Coarse aggregate (% min.) One fractured face	CT 205	90	25	--	90
Two fractured faces		75	--	90	75
Fine aggregate (% min.) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face	CT 211	70	20	70	90
Los Angeles Rattler (% max.) Loss at 100 Rev.		12	--	12	12
Loss at 500 Rev.		45	50	40	40
Sand equivalent (min.) <sup>a</sup>	CT 217	47	42	47	--
Fine aggregate angularity (% min.) <sup>b</sup>	AASHTO T 304 Method A	45	45	45	--
Flat and elongated particles (% max.) by weight @ 5:1)	ASTM D 4791	10	10	10	10

Notes:

<sup>a</sup> Reported value must be the average of 3 tests from a single sample.

<sup>b</sup> The Engineer waives this specification if HMA contains less than 10 percent of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

### 39-1.02F Reclaimed Asphalt Pavement

You may produce HMA using reclaimed asphalt pavement (RAP). HMA produced using RAP must comply with the specifications for HMA except aggregate quality specifications do not apply to RAP. You may substitute RAP aggregate for a part of the virgin aggregate in HMA in a quantity not exceeding 15.0 percent of the aggregate blend. Do not use RAP in OGFC and RHMA-G.

Assign the substitution rate of RAP aggregate for virgin aggregate with the job mix formula (JMF) submittal. The JMF must include the percent of RAP used. If you change your assigned RAP aggregate substitution rate by more than 5 percent (within the 15.0 percent limit), submit a new JMF.

Process RAP from asphalt concrete. You may process and stockpile RAP throughout the project's life. Prevent material contamination and segregation. Store RAP in stockpiles on smooth surfaces free of debris and organic material. Processed RAP stockpiles must consist only of homogeneous RAP.

### 39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS

#### 39-1.03A General

A mix design consists of performing California Test 367 and laboratory procedures on combinations of aggregate gradations and asphalt binder contents to determine the optimum binder content (OBC) and HMA mixture qualities. If RAP is used, use Laboratory Procedure LP-9. The result of the mix design becomes the proposed JMF.

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Use Form CEM-3512 to document aggregate quality and mix design data. Use Form CEM-3511 to present the JMF.

Laboratories testing aggregate qualities and preparing the mix design and JMF must be qualified under the Department's Independent Assurance Program. Take samples under California Test 125.

The Engineer reviews the aggregate qualities, mix design, and JMF and verifies and accepts the JMF.

You may change the JMF during production. Do not use the changed JMF until the Engineer accepts it. Except when adjusting the JMF in compliance with Section 39-1.03E, "Job Mix Formula Verification," perform a new mix design and submit in writing a new JMF submittal for changing any of the following:

1. Target asphalt binder percentage
2. Asphalt binder supplier
3. Asphalt rubber binder supplier
4. Component materials used in asphalt rubber binder or percentage of any component materials
5. Combined aggregate gradation
6. Aggregate sources
7. Substitution rate for RAP aggregate of more than 5 percent
8. Any material in the JMF

For OGFC, submit in writing a complete JMF submittal except asphalt binder content. The Engineer determines the asphalt binder content under California Test 368 within 20 days of your complete JMF submittal and provides you a Form CEM-3513.

### **39-1.03B Hot Mix Asphalt Mix Design**

Perform a mix design that produces HMA in compliance with:

# Amendments to the State of California, Department of Transportation May 2006 Standard Specifications

## Hot Mix Asphalt Mix Design Requirements

Quality Characteristic	Test Method	HMA Type		
		A	B	RHMA-G
Air voids content (%)	CT 367 <sup>a</sup>	4.0	4.0	Special Provisions
Voids in mineral aggregate (% min.)	LP-2			
No. 4 grading		17.0	17.0	--
3/8" grading		15.0	15.0	--
1/2" grading		14.0	14.0	18.0 – 23.0 <sup>b</sup>
3/4" grading		13.0	13.0	18.0 – 23.0 <sup>b</sup>
Voids filled with asphalt (%)	LP-3			Note d
No. 4 grading		76.0 – 80.0	76.0 – 80.0	
3/8" grading		73.0 – 76.0	73.0 – 76.0	
1/2" grading		65.0 – 75.0	65.0 – 75.0	
3/4" grading		65.0 – 75.0	65.0 – 75.0	
Dust proportion	LP-4			Note d
No. 4 and 3/8" gradings		0.9 – 2.0	0.9 – 2.0	
1/2" and 3/4" gradings		0.6 – 1.3	0.6 – 1.3	
Stabilometer value (min.) <sup>c</sup>	CT 366			
No. 4 and 3/8" gradings		30	30	--
1/2" and 3/4" gradings		37	35	23

Notes:

<sup>a</sup> Calculate the air voids content of each specimen using California Test 309 and Lab Procedure LP-1. Modify California Test 367, Paragraph C5, to use the exact air voids content specified in the selection of OBC.

<sup>b</sup> Voids in mineral aggregate for RHMA-G must be within this range.

<sup>c</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the compactor, cool to 140 °± 5 °F by allowing the briquettes to cool at room temperature for 0.5-hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>d</sup> Report this value in the JMF submittal.

For stability and air voids content, prepare 3 briquettes at the OBC and test for compliance. Report the average of 3 tests. Prepare new briquettes and test if the range of stability for the 3 briquettes is more than 8 points. The average air void content may vary from the specified air void content by ±0.5 percent.

You may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If you use the same briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

### 39-1.03C Job Mix Formula Submittal

Each JMF submittal must consist of:

1. Proposed JMF on Form CEM-3511
2. Mix design documentation on Form CEM-3512 dated within 12 months of submittal
3. JMF verification on Form CEM-3513, if applicable
4. JMF renewal on Form CEM-3514, if applicable
5. Materials Safety Data Sheets (MSDS) for:
  - 5.1. Asphalt binder
  - 5.2. Base asphalt binder used in asphalt rubber binder
  - 5.3. CRM and asphalt modifier used in asphalt rubber binder

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- 5.4. Blended asphalt rubber binder mixture
- 5.5. Supplemental fine aggregate except fines from dust collectors
- 5.6. Antistrip additives

If the Engineer requests in writing, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 pounds each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF target values submitted on Form CEM-3511.
2. RAP from stockpiles or RAP system. Samples must be at least 60 pounds.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical shaped cans with open top and friction lids.
4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical shaped cans with open top and friction lids.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate and RAP, split the samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

### **39-1.03D Job Mix Formula Review**

The Engineer reviews each mix design and proposed JMF within 5 business days from the complete JMF submittal. The review consists of reviewing the mix design procedures and comparing the proposed JMF with the specifications.

The Engineer may verify aggregate qualities during this review period.

### **39-1.03E Job Mix Formula Verification**

If you cannot submit a Department-verified JMF on Form CEM-3513 dated within 12 months before HMA production, the Engineer verifies the JMF.

Based on your testing and production experience, you may submit on Form CEM-3511 an adjusted JMF before the Engineer's verification testing. JMF adjustments may include a change in the:

1. Asphalt binder content target value up to  $\pm 0.6$  percent from the optimum binder content value submitted on Form CEM-3512 except do not adjust the target value for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation target values within the target value limits specified in the aggregate gradation tables

For HMA Type A, Type B, and RHMA-G, the Engineer verifies the JMF from samples taken from HMA produced by the plant to be used. Notify the Engineer in writing at least 2 business days before sampling materials.

In the Engineer's presence and from the same production run, take samples of:

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1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Sample RAP from the RAP system. Sample HMA under California Test 125 except if you request in writing and the Engineer approves, you may sample from any of the following locations:

1. The plant
2. A truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

You may sample from a different project including a non-Department project if you make arrangements for the Engineer to be present during sampling.

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts to the Engineer and use 1 part for your testing.

The Engineer verifies each proposed JMF within 20 days of receiving verification samples. If you request in writing, the Engineer verifies RHMA-G quality requirements within 3 business days of sampling. Verification is testing for compliance with the specifications for:

1. Aggregate quality
2. Aggregate gradation (JMF TV  $\pm$  tolerance)
3. Asphalt binder content (JMF TV  $\pm$  tolerance)
4. HMA quality specified in the table Hot Mix Asphalt Mix Design Requirements except:
  - 4.1. Air voids content (design value  $\pm$  2.0 percent)
  - 4.2. Voids filled with asphalt (report only if an adjustment for asphalt binder content target value is less than or equal to  $\pm$  0.3 percent from OBC)
  - 4.3. Dust proportion (report only if an adjustment for asphalt binder content target value is less than or equal to  $\pm$  0.3 percent from OBC)

The Engineer prepares 3 briquettes from a single split sample. To verify the JMF for stability and air voids content, the Engineer tests the 3 briquettes and reports the average of 3 tests. The Engineer prepares new briquettes if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If the Engineer uses the same briquettes and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

If the Engineer verifies the JMF, the Engineer provides you a Form CEM-3513.

If the Engineer's tests on plant-produced samples do not verify the JMF, the Engineer notifies you in writing and you must submit a new JMF submittal or submit an adjusted JMF based on your testing. JMF adjustments may include a change in the:



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1. Asphalt binder content target value up to  $\pm 0.6$  percent from the optimum binder content value submitted on Form CEM-3512 except do not adjust the target value for asphalt rubber binder for RHMA-G below 7.0 percent
2. Aggregate gradation target values within the target value limits specified in the aggregate gradation tables

You may adjust the JMF only once due to a failed verification test. An adjusted JMF requires a new Form CEM-3511 and verification of a plant-produced sample.

The Engineer reverifies the JMF if HMA production has stopped for longer than 30 days and the verified JMF is older than 12 months.

For each HMA type and aggregate size specified, the Engineer verifies at the State's expense up to 2 proposed JMF including a JMF adjusted after verification failure. The Engineer deducts \$3,000 from payments for each verification exceeding this limit. This deduction does not apply to verifications initiated by the Engineer or if a JMF expires while HMA production is stopped longer than 30 days.

### **39-1.03F Job Mix Formula Renewal**

You may request a JMF renewal by submitting the following:

1. Proposed JMF on Form CEM-3511
2. A previously verified JMF documented on Form CEM-3513 dated within 12 months
3. Mix design documentation on Form CEM-3512 used for the previously verified JMF

If the Engineer requests in writing, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 pounds each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 pounds for each coarse aggregate, 80 pounds for each fine aggregate, and 10 pounds for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF target values submitted on Form CEM-3511.
2. RAP from stockpiles or RAP system. Samples must be at least 60 pounds.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical shaped cans with open top and friction lids.
4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical shaped cans with open top and friction lids.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate and RAP, split samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

The Engineer reviews each complete JMF renewal submittal within 5 business days.

The Engineer may verify aggregate qualities during this review period.

Notify the Engineer in writing at least 2 business days before sampling materials. For aggregate, RAP, and HMA, split the samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

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The Engineer verifies the JMF renewal submittal under Section 39-1.03E, "Job Mix Formula Verification," except:

1. The Engineer retains samples until you provide test results for your part on Form CEM-3514.
2. The Engineer tests samples of materials obtained from the HMA production unit after you submit test results that comply with the specifications for the quality characteristics under Section 39-1.03E, "Job Mix Formula Verification."
3. The Engineer verifies each proposed JMF within 30 days of receiving verification samples.
4. You may not adjust the JMF due to a failed verification.
5. For each HMA type and aggregate gradation specified, the Engineer verifies at the State's expense 1 proposed JMF.

If the Engineer verifies the JMF renewal, the Engineer provides you a Form CEM-3513.

### **39-1.03G Job Mix Formula Acceptance**

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. The Department has verified the JMF within 12 months before HMA production.
3. The Engineer accepts the verified JMF.

### **39-1.04 CONTRACTOR QUALITY CONTROL**

#### **39-1.04A General**

Establish, maintain, and change a quality control system to ensure materials and work comply with the specifications. Submit quality control test results to the Engineer within 3 days of a request except when QC / QA is specified.

You must identify the HMA sampling location in your Quality Control Plan. During production, take samples under California Test 125 except if you request in writing and the Engineer approves, you may sample HMA from:

1. The plant
2. The truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

#### **39-1.04B Prepaving Conference**

Meet with the Engineer at a prepaving conference at a mutually agreed time and place. Discuss methods of performing the production and paving work.

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### **39-1.04C Asphalt Rubber Binder**

Take asphalt rubber binder samples from the feed line connecting the asphalt rubber binder tank to the HMA plant. Sample and test asphalt rubber binder under Laboratory Procedure LP-11.

Test asphalt rubber binder for compliance with the viscosity specifications in Section 39-1.02, "Materials." During asphalt rubber binder production and HMA production using asphalt rubber binder, measure viscosity every hour with not less than 1 reading for each asphalt rubber binder batch. Log measurements with corresponding time and asphalt rubber binder temperature. Submit the log daily in writing.

Submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance." With the Certificate of Compliance, submit test results in writing for CRM and asphalt modifier with each truckload delivered to the HMA plant. A Certificate of Compliance for asphalt modifier must not represent more than 5,000 pounds. Use an AASHTO-certified laboratory for testing.

Sample and test gradation and wire and fabric content of CRM once per 10,000 pounds of scrap tire CRM and once per 3,400 pounds of high natural CRM. Sample and test scrap tire CRM and high natural CRM separately.

Submit certified weight slips in writing for the CRM and asphalt modifier furnished.

### **39-1.04D Aggregate**

Determine the aggregate moisture content and RAP moisture content in continuous mixing plants at least twice a day during production and adjust the plant controller. Determine the RAP moisture content in batch mixing plants at least twice a day during production and adjust the plant controller.

### **39-1.04E Reclaimed Asphalt Pavement**

Perform RAP quality control testing each day.

Sample RAP once daily and determine the RAP aggregate gradation under Laboratory Procedure LP-9 and submit the results to the Engineer in writing with the combined aggregate gradation.

### **39-1.04F Density Cores**

To determine density for Standard and QC / QA projects, take 4-inch or 6-inch diameter density cores at least once every 5 business days. Take 1 density core for every 250 tons of HMA from random locations the Engineer designates. Take density cores in the Engineer's presence and backfill and compact holes with material authorized by the Engineer. Before submitting a density core to the Engineer, mark it with the density core's location and place it in a protective container.

If a density core is damaged, replace it with a density core taken within 1 foot longitudinally from the original density core. Relocate any density core located within 1 foot of a rumble strip to 1 foot transversely away from the rumble strip.

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### **39-1.04G Briquettes**

Prepare 3 briquettes for each stability and air voids content determination. Report the average of 3 tests. Prepare new briquettes and test if the range of stability for the 3 briquettes is more than 12 points.

You may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If you use these briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

### **39-1.05 ENGINEER'S ACCEPTANCE**

The Engineer's acceptance of HMA is specified in the sections for each HMA construction process.

The Engineer samples materials for testing under California Test 125 and the applicable test method except samples may be taken from:

1. The plant from:
  - 1.1. A truck
  - 1.2. An automatic sampling device
2. The mat behind the paver

Sampling must be independent of Contractor quality control, statistically-based, and random. If you request, the Engineer splits samples and provides you with a part.

The Engineer accepts HMA based on:

1. Accepted JMF
2. Accepted QCP for Standard and QC / QA
3. Compliance with the HMA Acceptance tables
4. Acceptance of a lot for QC / QA
5. Visual inspection

The Engineer prepares 3 briquettes for each stability and air voids content determination. The Engineer reports the average of 3 tests. The Engineer prepares new briquettes and test if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under CT 308. If the Engineer uses the same briquettes and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

### **39-1.06 DISPUTE RESOLUTION**

You and the Engineer must work together to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer in writing within 5 days of receiving a test result if you dispute the test result.

If you or the Engineer dispute each other's test results, submit written quality control test results and copies of paperwork including worksheets used to determine the disputed test results to the Engineer. An Independent Third Party (ITP) performs referee testing. Before the ITP

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participates in a dispute resolution, the ITP must be accredited under the Department's Independent Assurance Program. The ITP must be independent of the project. By mutual agreement, the ITP is chosen from:

1. A Department laboratory
2. A Department laboratory in a district or region not in the district or region the project is located
3. The Transportation Laboratory
4. A laboratory not currently employed by you or your HMA producer

If split quality control or acceptance samples are not available, the ITP uses any available material representing the disputed HMA for evaluation.

### **39-1.07 PRODUCTION START-UP EVALUATION**

The Engineer evaluates HMA production and placement at production start-up.

Within the first 750 tons produced on the first day of HMA production, in the Engineer's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Take RAP samples from the RAP system. Sample HMA under California Test 125 except if you request in writing and the Engineer approves, you may sample HMA from:

1. The plant
2. The truck
3. A windrow
4. The paver hopper
5. The mat behind the paver

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts to the Engineer and keep 1 part.

For Standard and QC / QA projects, you and the Engineer must test the split samples and report test results in writing within 3 business days of sampling. If you proceed before receipt of the test results, the Engineer may consider the HMA placed to be represented by these test results.

For Standard and QC / QA projects, take 4-inch or 6-inch diameter density cores within the first 750 tons on the first day of HMA production. For each density core, the Engineer reports the bulk specific gravity determined under California Test 308, Method A in addition to the percent of maximum theoretical density. You may test for in-place density at the density core locations and include them in your production tests for percent of maximum theoretical density.

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## **39-1.08 PRODUCTION**

### **39-1.08A General**

Produce HMA in a batch mixing plant or a continuous mixing plant. Proportion aggregate by hot or cold feed control.

HMA plants must be Department-qualified. Before production, the HMA plant must have a current qualification under the Department's Materials Plant Quality Program.

During production, you may adjust:

1. Hot or cold feed proportion controls for virgin aggregate and RAP
2. The set point for asphalt binder content

### **39-1.08B Mixing**

Mix HMA ingredients into a homogeneous mixture of coated aggregates.

Asphalt binder must be between 275 °F and 375 °F when mixed with aggregate.

Asphalt rubber binder must be between 375 °F and 425 °F when mixed with aggregate.

When mixed with asphalt binder, aggregate must not be more than 325 °F except aggregate for OGFC with unmodified asphalt binder must be not more than 275 °F. Aggregate temperature specifications do not apply when you use RAP.

HMA with or without RAP must not be more than 325 °F.

### **39-1.08C Asphalt Rubber Binder**

Deliver scrap tire CRM and high natural CRM in separate bags.

Either proportion and mix asphalt binder, asphalt modifier, and CRM simultaneously or premix the asphalt binder and asphalt modifier before adding CRM. If you premix asphalt binder and asphalt modifier, mix them for at least 20 minutes. When you add CRM, the asphalt binder and asphalt modifier must be between 375 °F and 440 °F.

Do not use asphalt rubber binder during the first 45 minutes of the reaction period. During this period, the asphalt rubber binder mixture must be between 350 °F and the lower of 425 °F or 25 °F below the asphalt binder's flash point indicated in the MSDS.

If any asphalt rubber binder is not used within 4 hours after the reaction period, discontinue heating. If the asphalt rubber binder drops below 375 °F, reheat before use. If you add more scrap tire CRM to the reheated asphalt rubber binder, the binder must undergo a 45-minute reaction period. The added scrap tire CRM must not exceed 10 percent of the total asphalt rubber binder weight. Reheated and reacted asphalt rubber binder must comply with the viscosity specifications for asphalt rubber binder in Section 39-1.02, "Materials." Do not reheat asphalt rubber binder more than twice.

## **39-1.09 SUBGRADE, TACK COAT, AND GEOSYNTHETIC PAVEMENT INTERLAYER**

### **39-1.09A General**

Prepare subgrade or apply tack coat to surfaces receiving HMA. If specified, place geosynthetic pavement interlayer over a coat of asphalt binder.

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## 39-1.09B Subgrade

Subgrade to receive HMA must comply with the compaction and elevation tolerance specifications in the sections for the material involved. Subgrade must be free of loose and extraneous material. If HMA is paved on existing base or pavement, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

## 39-1.09C Tack Coat

Apply tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
  - 3.1. Curbs
  - 3.2. Gutters
  - 3.3. Construction joints

Before placing HMA, apply tack coat in 1 application at the minimum residual rate specified for the condition of the underlying surface:

**Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G**

HMA over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA (between layers)	0.02	0.03	0.02
Existing AC and PCC pavement	0.03	0.04	0.03
Planed pavement	0.05	0.06	0.04

**Tack Coat Application Rates for OGFC**

OGFC over:	Minimum Residual Rates (gallons per square yard)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h Asphaltic Emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 Asphaltic Emulsion	Asphalt Binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h Asphaltic Emulsion
New HMA	0.03	0.04	0.03
Existing AC and PCC pavement	0.05	0.06	0.04
Planed pavement	0.06	0.07	0.05

If you dilute asphaltic emulsion, mix until homogeneous before application.

Apply to vertical surfaces with a residual tack coat rate that will thoroughly coat the vertical face without running off.

If you request in writing and the Engineer authorizes, you may:

1. Change tack coat rates

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2. Omit tack coat between layers of new HMA during the same work shift if:
  - 2.1. No dust, dirt, or extraneous material is present
  - 2.2. The surface is at least 140 °F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.

Asphalt binder tack coat must be between 285 °F and 350 °F when applied.

### **39-1.09D Geosynthetic Pavement Interlayer**

Place geosynthetic pavement interlayer in compliance with the manufacturer's recommendations.

Before placing the geosynthetic pavement interlayer and asphalt binder:

1. Repair cracks 1/4 inch and wider, spalls, and holes in the pavement. The State pays for this repair work under Section 4-1.03D, "Extra Work."
2. Clean the pavement of loose and extraneous material.

Immediately before placing the interlayer, apply 0.25 gallon  $\pm$  0.03 gallon of asphalt binder per square yard of interlayer or until the fabric is saturated. Apply asphalt binder the width of the geosynthetic pavement interlayer plus 3 inches on each side. At interlayer overlaps, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.

Align and place the interlayer with no overlapping wrinkles, except a wrinkle that overlaps may remain if it is less than 1/2 inch thick. If the overlapping wrinkle is more than 1/2 inch thick, cut the wrinkle out and overlap the interlayer no more than 2 inches.

The minimum HMA thickness over the interlayer must be 0.12 foot thick including conform tapers. Do not place the interlayer on a wet or frozen surface.

Overlap the interlayer borders between 2 inches and 4 inches. In the direction of paving, overlap the following roll with the preceding roll at any break.

You may use rolling equipment to correct distortions or wrinkles in the interlayer.

If asphalt binder tracked onto the interlayer or brought to the surface by construction equipment causes interlayer displacement, cover it with a small quantity of HMA.

Before placing HMA on the interlayer, do not expose the interlayer to:

1. Traffic except for crossings under traffic control and only after you place a small HMA quantity
2. Sharp turns from construction equipment
3. Damaging elements

Pave HMA on the interlayer during the same work shift.

### **39-1.10 SPREADING AND COMPACTING EQUIPMENT**

Paving equipment for spreading must be:



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1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades and cross sections.
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

### **39-1.11 TRANSPORTING, SPREADING, AND COMPACTING**

Do not pave HMA on a wet pavement or frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pick-up, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 °F

You may pave HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

Longitudinal joints in the top layer must match specified lane edges. Alternate longitudinal joint offsets in lower layers at least 0.5 foot from each side of the specified lane edges. You may request in writing other longitudinal joint placement patterns.

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Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Turn pockets

If the number of lanes change, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

If HMA (leveling) is specified, fill and level irregularities and ruts with HMA before spreading HMA over base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must produce a uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. If placing HMA against the edge of a longitudinal or transverse construction joint and the joint is damaged or not placed to a neat line, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material without damaging the surface remaining in place. Repair or remove and replace damaged pavement at your expense.

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 °F for HMA with unmodified binder
2. Below 140 °F for HMA with modified binder
3. Below 200 °F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not use a pneumatic tired roller to compact RHMA-G.

For Standard and QC/QA, if a 3/4-inch aggregate grading is specified, you may use a 1/2-inch aggregate grading if the specified paved thickness is from 0.15 foot to 0.20 foot thick.

Spread and compact HMA under Section 39-3.03, "Spreading and Compacting Equipment," and Section 39-3.04, "Transporting, Spreading, and Compacting," for any of the following:

1. Specified paved thickness is less than 0.15 foot.
2. Specified paved thickness is less than 0.20 foot and a 3/4-inch aggregate grading is specified and used.
3. You spread and compact at:

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- 3.1. Asphalt concrete surfacing replacement areas
- 3.2. Leveling courses
- 3.3. Areas the Engineer determines conventional compaction and compaction measurement methods are impeded

Do not allow traffic on new HMA pavement until its mid-depth temperature is below 160 °F.

If you request in writing and the Engineer authorizes, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under Section 17, "Watering."

Spread sand at a rate between 1 pound and 2 pounds per square yard on new RHMA-G, RHMA-O, and RHMA-O-HB pavement when finish rolling is complete. Sand must be free of clay or organic matter. Sand must comply with Section 90-3.03, "Fine Aggregate Grading." Keep traffic off the pavement until spreading sand is complete.

### **39-1.12 SMOOTHNESS**

#### **39-1.12A General**

Determine HMA smoothness with a profilograph and a straightedge.

Smoothness specifications do not apply to OGFC placed on existing pavement not constructed under the same project.

If portland cement concrete is placed on HMA:

1. Cold plane the HMA finished surface to within specified tolerances if it is higher than the grade specified by the Engineer.
2. Remove and replace HMA if the finished surface is lower than 0.05 foot below the grade specified by the Engineer.

#### **39-1.12B Straightedge**

The HMA pavement top layer must not vary from the lower edge of a 12-foot long straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

#### **39-1.12C Profilograph**

Under California Test 526, determine the zero (null) blanking band Profile Index (PI<sub>0</sub>) and must-grinds on the top layer of HMA Type A, Type B, and RHMA-G pavement. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane.

A must-grind is a deviation of 0.3 inch or more in a length of 25 feet. You must correct must-grinds.

For OGFC, only determine must-grinds when placed over HMA constructed under the same project. The top layer of the underlying HMA must comply with the smoothness specifications before placing OGFC.

Profile pavement in the Engineer's presence. Choose the time of profiling.

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On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the  $PI_0$  must be at most 3 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the superelevation transitions, the  $PI_0$  must be at most 6 inches per 0.1-mile section.

Before the Engineer accepts HMA pavement for smoothness, submit written final profilograms.

Submit 1 electronic copy of profile information in Microsoft Excel and 1 electronic copy of longitudinal pavement profiles in ".erd" format or other ProVAL compatible format to the Engineer and to:

Smoothness@dot.ca.gov

The following HMA pavement areas do not require a  $PI_0$ . You must measure these areas with a 12-foot straightedge and determine must-grinds with a profilograph:

1. New HMA with a total thickness less than or equal to 0.25 foot
2. HMA sections of city or county streets and roads, turn lanes and collector lanes that are less than 1,500 feet in length

The following HMA pavement areas do not require a  $PI_0$ . You must measure these areas with a 12-foot straightedge:

1. Horizontal curves with a centerline radius of curvature less than 1,000 feet including pavement within the superelevation transitions of those curves
2. Within 12 feet of a transverse joint separating the pavement from:
  - 2.1. Existing pavement not constructed under the same project
  - 2.2. A bridge deck or approach slab
3. Exit ramp termini, truck weigh stations, and weigh-in-motion areas
4. If steep grades and superelevation rates greater than 6 percent are present on:
  - 4.1. Ramps
  - 4.2. Connectors
5. Turn lanes
6. Areas within 15 feet of manholes or drainage transitions
7. Acceleration and deceleration lanes for at-grade intersections
8. Shoulders and miscellaneous areas
9. HMA pavement within 3 feet from and parallel to the construction joints formed between curbs, gutters, or existing pavement

### **39-1.12D Smoothness Correction**

If the top layer of HMA Type A, Type B, or RHMA-G pavement does not comply with the smoothness specifications, grind the pavement to within tolerances, remove and replace it, or

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place a layer of HMA. The Engineer must authorize your choice of correction before the work begins.

Remove and replace the areas of OGFC not in compliance with the must-grind and straightedge specifications, except you may grind OGFC for correcting smoothness:

1. At a transverse joint separating the pavement from pavement not constructed under the same project
2. Within 12 feet of a transverse joint separating the pavement from a bridge deck or approach slab

Corrected HMA pavement areas must be uniform rectangles with edges:

1. Parallel to the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

Measure the corrected HMA pavement surface with a profilograph and a 12-foot straightedge and correct the pavement to within specified tolerances. If a must-grind area or straightedged pavement cannot be corrected to within specified tolerances, remove and replace the pavement.

On ground areas not overlaid with OGFC, apply fog seal coat under Section 37-1, "Seal Coats."

### **39-1.13 MISCELLANEOUS AREAS AND DIKES**

Miscellaneous areas are outside the traveled way and include:

1. Median areas not including inside shoulders
2. Island areas
3. Sidewalks
4. Gutters
5. Gutter flares
6. Ditches
7. Overside drains
8. Aprons at the ends of drainage structures

Spread miscellaneous areas in 1 layer and compact to the specified lines and grades.  
For miscellaneous areas and dikes:

1. Do not submit a JMF.
2. Choose the 3/8-inch or 1/2-inch HMA Type A and Type B aggregate gradations.
3. Minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate and 6.0 percent for 1/2-inch aggregate. If you request in writing and the Engineer authorizes, you may reduce the minimum asphalt binder content.
4. Choose asphalt binder Grade PG 70-10 or the same grade specified for HMA.

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## 39-2 STANDARD

### 39-2.01 DESCRIPTION

If HMA is specified as Standard, construct it under Section 39-1, "General," this Section 39-2, "Standard," and Section 39-5, "Measurement and Payment."

### 39-2.02 CONTRACTOR QUALITY CONTROL

#### 39-2.02A Quality Control Plan

Establish, implement, and maintain a Quality Control Plan (QCP) for HMA. The QCP must describe the organization and procedures you will use to:

1. Control the quality characteristics
2. Determine when corrective actions are needed (action limits)
3. Implement corrective actions

When you submit the proposed JMF, submit the written QCP. You and the Engineer must discuss the QCP during the prepaving conference.

The QCP must address the elements affecting HMA quality including:

1. Aggregate
2. Asphalt binder
3. Additives
4. Production
5. Paving

The Engineer reviews each QCP within 5 business days from the submittal. Hold HMA production until the Engineer accepts the QCP in writing. The Engineer's QCP acceptance does not mean your compliance with the QCP will result in acceptable HMA. Section 39-1.05, "Engineer's Acceptance," specifies HMA acceptance.

#### 39-2.02B Quality Control Testing

Perform sampling and testing at the specified frequency for the following quality characteristics:

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**Minimum Quality Control – Standard**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	HMA Type			
			A	B	RHMA-G	OGFC
Aggregate gradation <sup>a</sup>	CT 202	1 per 750 tons and any remaining part	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>
Sand equivalent (min.) <sup>c</sup>	CT 217		47	42	47	--
Asphalt binder content (%)	CT 379 or 382		JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50
HMA moisture content (% , max.)	CT 226 or CT 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	1.0
Percent of maximum theoretical density (%) <sup>d,e</sup>	Quality control plan	2 per business day (min.)	91 - 97	91 - 97	91 - 97	--
Stabilometer value (min.) <sup>c,f</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	CT 366	One per 4,000 tons or 2 per 5 business days, whichever is more	30	30	--	--
			37	35	23	--
Air voids content (%) <sup>c,g</sup>	CT 367		4 ± 2	4 ± 2	Specification ± 2	--
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants <sup>h</sup>	CT 226 or CT 370	2 per day during production	--	--	--	--
Percent of crushed particles coarse aggregate (% , min.) One fractured face Two fractured faces Fine aggregate (% , min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face	CT 205	As necessary and designated in the QCP. At least once per project	90	25	--	90
			75	--	90	75
			70	20	70	90

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Los Angeles Rattler (%, max.) Loss at 100 rev. Loss at 500 rev.	CT 211		12 45	-- 50	12 40	12 40
Flat and elongated particles (%, max. by weight @ 5:1)	ASTM D 4791		Report only	Report only	Report only	Report only
Fine aggregate angularity (%, min.)	AASHTO T 304, Method A		45	45	45	--
Voids filled with asphalt (%) <sup>i</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-3		76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	Report only	--
Voids in mineral aggregate (% min.) <sup>i</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-2		17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0 – 23.0 <sup>j</sup> 18.0 – 23.0 <sup>j</sup>	--
Dust proportion <sup>1</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	LP-4		0.9 – 2.0 0.6 – 1.3	0.9 – 2.0 0.6 – 1.3	Report only	--
Smoothness	Section 39-1.12	--	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge and must- grind
Asphalt rubber binder viscosity @ 350 °F, centipoises	Section 39-1.02D	Section 39-1.04C	--	--	1,500 – 4,000	1,500 – 4,000
Asphalt modifier	Section 39-1.02D	Section 39-1.04C	--	--	Section 39- 1.02D	Section 39- 1.02D
Crumb rubber modifier	Section 39-1.02D	Section 39-1.04C	--	--	Section 39- 1.02D	Section 39- 1.02D

Notes:

<sup>a</sup> Determine combined aggregate gradation containing RAP under Laboratory Procedure LP-9.

<sup>b</sup> The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

<sup>c</sup> Report the average of 3 tests from a single split sample.

<sup>d</sup> Required for HMA Type A, Type B, and RHMA-G if the specified paved thickness is at least 0.15 foot.

<sup>e</sup> Determine maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

<sup>f</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>g</sup> Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>h</sup> For adjusting the plant controller at the HMA plant.

<sup>i</sup> Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

<sup>j</sup> Voids in mineral aggregate for RHMA-G must be within this range.



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For any single quality characteristic except smoothness, if 2 consecutive quality control test results do not comply with the action limits or specifications:

1. Stop production.
2. Notify the Engineer in writing.
3. Take corrective action.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

### **39-2.03 ENGINEER'S ACCEPTANCE**

#### **39-2.03A Testing**

The Engineer samples for acceptance testing and tests for:

**Amendments to the State of California, Department of Transportation  
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**HMA Acceptance - Standard**

Quality Characteristic	Test Method	HMA Type						
		A	B	RHMA-G	OGFC			
Aggregate gradation <sup>a</sup>	CT 202	JMF ± Tolerance <sup>c</sup>	JMF ± Tolerance <sup>c</sup>	JMF ± Tolerance <sup>c</sup>	JMF ± Tolerance <sup>c</sup>			
Sieve						3/4"	1/2"	3/8"
1/2"						X <sup>b</sup>		
3/8"							X	
No. 4								X
No. 8						X	X	X
No. 200						X	X	X
Sand equivalent (min.) <sup>d</sup>	CT 217	47	42	47	--			
Asphalt binder content (%)	CT 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50			
HMA moisture content (% max.)	CT 226 or CT 370	1.0	1.0	1.0	1.0			
Percent of maximum theoretical density (%) <sup>e, f</sup>	CT 375	91 – 97	91 – 97	91 – 97	--			
Stabilometer value (min.) <sup>d, g</sup>	CT 366	30	30	--	--			
No. 4 and 3/8" gradings								
1/2" and 3/4" gradings		37	35	23	--			
Air voids content (%) <sup>d, h</sup>	CT 367	4 ± 2	4 ± 2	Specification ± 2	--			
Percent of crushed particles Coarse aggregate (% min.)	CT 205	90	25	--	90			
One fractured face								
Two fractured faces								
Fine aggregate (% min.) (Passing No. 4 sieve and retained on No. 8 sieve.)								
One fractured face		70	20	70	90			
Percent of crushed particles Coarse aggregate (% min.)	CT 205	90	25	--	90			
One fractured face								
Two fractured faces								
Los Angeles Rattler (% max.)	CT 211	12	--	12	12			
Loss at 100 rev.								
Loss at 500 rev.								
Fine aggregate angularity (% min.)	AASHTO T 304, Method A	45	45	45	--			
Flat and elongated particles (% max. by weight @ 5:1)	ASTM D 4791	Report only	Report only	Report only	Report only			
Voids filled with asphalt (%) <sup>i</sup>	LP-3	76.0 – 80.0	76.0 – 80.0	Report only	--			
No. 4 grading								
3/8" grading								
1/2" grading								
3/4" grading								
Voids in mineral aggregate (% min.) <sup>i</sup>	LP-2	17.0	17.0	--	--			
No. 4 grading								
3/8" grading								
1/2" grading								
		14.0	14.0	18.0 – 23.0 <sup>j</sup>				

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3/4" grading		13.0	13.0	18.0 – 23.0 <sup>j</sup>	
Dust proportion <sup>i</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	LP-4	0.9 – 2.0 0.6 – 1.3	0.9 – 2.0 0.6 – 1.3	Report only	--
Smoothness	Section 39-1.12	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge, must-grind, and PI <sub>0</sub>	12-foot straightedge and must-grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92-1.02(C) and Section 39-1.02D	Section 92-1.02(C) and Section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
Crumb rubber modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D

<sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

<sup>b</sup> "X" denotes the sieves the Engineer considers for the specified aggregate gradation.

<sup>c</sup> The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

<sup>d</sup> The Engineer reports the average of 3 tests from a single split sample.

<sup>e</sup> The Engineer determines percent of maximum theoretical density if the specified paved thickness is at least 0.15 foot under California Test 375 except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

<sup>f</sup> The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

<sup>g</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>h</sup> The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>i</sup> Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

<sup>j</sup> Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 750 tons or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

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The Engineer tests the density core you take from each 250 tons of HMA production. The Engineer determines the percent of maximum theoretical density for each density core by determining the density core's density and dividing by the maximum theoretical density.

If the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot, the Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness.

For percent of maximum theoretical density, the Engineer determines a deduction for each test result outside the specifications in compliance with:

**Reduced Payment Factors for Percent of Maximum Theoretical Density**

HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A and B and RHMA-G Percent of Maximum Theoretical Density	Reduced Payment Factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
< 89.0	Remove and Replace	> 99.0	Remove and Replace

### 39-2.04 TRANSPORTING, SPREADING, AND COMPACTING

Determine the number of rollers needed to obtain the specified density and surface finish.

### 39-3 METHOD

#### 39-3.01 DESCRIPTION

If HMA is specified as Method, construct it under Section 39-1, "General," this Section 39-3, "Method," and Section 39-5, "Measurement and Payment."

#### 39-3.02 ENGINEER'S ACCEPTANCE

##### 39-3.02A Testing

The Engineer samples for acceptance testing and tests for:

**Amendments to the State of California, Department of Transportation  
May 2006 Standard Specifications**

**HMA Acceptance - Method**

Quality Characteristic	Test Method	HMA Type			
		A	B	RHMA-G	OGFC
Aggregate gradation <sup>a</sup>	CT 202	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>
Sand equivalent (min.) <sup>c</sup>	CT 217	47	42	47	--
Asphalt binder content (%)	CT 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.50	JMF ± 0.50
HMA moisture content (% max.)	CT 226 or CT 370	1.0	1.0	1.0	1.0
Stabilometer value (min.) <sup>c, d</sup>	CT 366				
No. 4 and 3/8" gradings		30	30	--	--
1/2" and 3/4" gradings		37	35	23	--
Percent of crushed particles	CT 205				
Coarse aggregate (% min.)					
One fractured face		90	25	--	90
Two fractured faces		75	--	90	75
Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.)					
One fractured face		70	20	70	90
Los Angeles Rattler (% max.)	CT 211				
Loss at 100 rev.		12	--	12	12
Loss at 500 rev.		45	50	40	40
Air voids content (%) <sup>c, e</sup>	CT 367	4 ± 2	4 ± 2	Specification ± 2	--
Fine aggregate angularity (% min.)	AASHTO T 304, Method A	45	45	45	--
Flat and elongated particles (% max. by weight @ 5:1)	ASTM D 4791	Report only	Report only	Report only	Report only
Voids filled with asphalt (%) <sup>f</sup>	LP-3			Report only	
No. 4 grading		76.0 – 80.0	76.0 – 80.0		--
3/8" grading		73.0 – 76.0	73.0 – 76.0		
1/2" grading		65.0 – 75.0	65.0 – 75.0		
3/4" grading		65.0 – 75.0	65.0 – 75.0		
Voids in mineral aggregate (% min.) <sup>f</sup>	LP-2				
No. 4 grading		17.0	17.0	--	--
3/8" grading		15.0	15.0	--	--
1/2" grading		14.0	14.0	18.0 – 23.0 <sup>g</sup>	
3/4" grading		13.0	13.0	18.0 – 23.0 <sup>g</sup>	
Dust proportion <sup>f</sup>	LP-4			Report only	
No. 4 and 3/8" gradings		0.9 – 2.0	0.9 – 2.0		--
1/2" and 3/4" gradings		0.6 – 1.3	0.6 – 1.3		
Smoothness	Section 39-1.12	12-foot straightedge and must-grind	12-foot straightedge and must-grind	12-foot straightedge and must-grind	12-foot straightedge and must-grind

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Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92
Asphalt rubber binder	Various	--	--	Section 92-1.02(C) and Section 39-1.02D	Section 92-1.02(C) and Section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
Crumb rubber modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D

<sup>a</sup>The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

<sup>b</sup>The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

<sup>c</sup>The Engineer reports the average of 3 tests from a single split sample.

<sup>d</sup>Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>e</sup>The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>f</sup>Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

<sup>g</sup>Voids in mineral aggregate for RHMA-G must be within this range.

No single test result may represent more than the smaller of 750 tons or 1 day's production.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

### **39-3.03 SPREADING AND COMPACTING EQUIPMENT**

Each paver spreading HMA Type A and Type B must be followed by 3 rollers:

1. One vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 7.5 tons.
2. One oscillating type pneumatic-tired roller at least 4 feet wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi.
3. One steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

Compact RHMA-G under the specifications for compacting HMA Type A and Type B except do not use pneumatic-tired rollers.

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Compact OGFC with steel-tired, 2-axle tandem rollers. If placing over 300 tons of OGFC per hour, use at least 3 rollers for each paver. If placing less than 300 tons of OGFC per hour, use at least 2 rollers for each paver. Each roller must weigh between 126 pounds to 172 pounds per linear inch of drum width. Turn the vibrator off.

### 39-3.04 TRANSPORTING, SPREADING, AND COMPACTING

Pave HMA in maximum 0.25-foot thick compacted layers.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade.

Spread HMA Type A and Type B only if atmospheric and surface temperatures are:

**Minimum Atmospheric and Surface Temperatures**

Compacted Layer Thickness, feet	Minimum Atmospheric and Surface Temperatures			
	Atmospheric, ° F		Surface, ° F	
	Unmodified Asphalt Binder	Modified Asphalt Binder <sup>a</sup>	Unmodified Asphalt Binder	Modified Asphalt Binder <sup>a</sup>
< 0.15	55	50	60	55
0.15 – 0.25	45	45	50	50

Note:

<sup>a</sup> Except asphalt rubber binder.

If the asphalt binder for HMA Type A and Type B is:

1. Unmodified asphalt binder, complete:
  - 1.1. First coverage of breakdown compaction before the surface temperature drops below 250 °F
  - 1.2. Breakdown and intermediate compaction before the surface temperature drops below 200 °F
  - 1.3. Finish compaction before the surface temperature drops below 150 °F
2. Modified asphalt binder, complete:
  - 2.1. First coverage of breakdown compaction before the surface temperature drops below 240 °F
  - 2.2. Breakdown and intermediate compaction before the surface temperature drops below 180 °F
  - 2.3. Finish compaction before the surface temperature drops below 140 °F

For RHMA-G:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and the surface temperature is at least 60 °F.
2. Complete the first coverage of breakdown compaction before the surface temperature drops below 280 °F.
3. Complete breakdown and intermediate compaction before the surface temperature drops below 250 °F.

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4. Complete finish compaction before the surface temperature drops below 200 °F.
5. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For OGFC with unmodified asphalt binder:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and the surface temperature is at least 60 °F.
2. Complete first coverage using 2 rollers before the surface temperature drops below 240 °F.
3. Complete all compaction before the surface temperature drops below 200 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For OGFC with modified asphalt binder except asphalt rubber binder:

1. Only spread and compact if the atmospheric temperature is at least 50 °F and the surface temperature is at least 50 °F.
2. Complete first coverage using 2 rollers before the surface temperature drops below 240 °F.
3. Complete all compaction before the surface temperature drops below 180 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For RHMA-O and RHMA-O-HB:

1. Only spread and compact if the atmospheric temperature is at least 55 °F and surface temperature is at least 60 °F.
2. Complete the 1st coverage using 2 rollers before the surface temperature drops below 280 °F.
3. Complete compaction before the surface temperature drops below 250 °F.
4. If the atmospheric temperature is below 70 °F, cover loads in trucks with tarpaulins. The tarpaulins must completely cover the exposed load until the mixture is transferred to the paver's hopper or to the pavement surface.

For RHMA-G and OGFC, tarpaulins are not required if the time from discharge to truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes.

HMA compaction coverage is the number of passes needed to cover the paving width. A pass is 1 roller's movement parallel to the paving in either direction. Overlapping passes are part of the coverage being made and are not a subsequent coverage. Do not start a coverage until completing the prior coverage.

Start rolling at the lower edge and progress toward the highest part.



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Perform breakdown compaction of each layer of HMA Type A, Type B, and RHMA-G with 3 coverages using a vibratory roller. The speed of the vibratory roller in miles per hour must not exceed the vibrations per minute divided by 1,000. If the HMA layer thickness is less than 0.08 foot, turn the vibrator off. The Engineer may order fewer coverages if the HMA layer thickness is less than 0.15 foot.

Perform intermediate compaction of each layer of HMA Type A and Type B with 3 coverages using a pneumatic-tired roller at a speed not to exceed 5 mph.

Perform finish compaction of HMA Type A, Type B, and RHMA-G with 1 coverage using a steel-tired roller.

Compact OGFC with 2 coverages using steel-tired rollers.

### **39-4 QUALITY CONTROL / QUALITY ASSURANCE**

#### **39-4.01 DESCRIPTION**

If HMA is specified as Quality Control / Quality Assurance, construct it under Section 39-1, "General," this Section 39-4, "Quality Control / Quality Assurance," and Section 39-5, "Measurement and Payment."

#### **39-4.02 GENERAL**

The QC / QA construction process consists of:

1. Establishing, maintaining, and changing if needed a quality control system providing assurance the HMA complies with the specifications
2. Sampling and testing at specified intervals, or sublots, to demonstrate compliance and to control process
3. The Engineer sampling and testing at specified intervals to verify testing process and HMA quality
4. The Engineer using test results, statistical evaluation of verified quality control tests, and inspection to accept HMA for payment

A lot is a quantity of HMA. The Engineer designates a new lot when:

1. 20 sublots are complete
2. The JMF changes
3. Production stops for more than 30 days

Each lot consists of no more than 20 sublots. A subplot is 750 tons except HMA paved at day's end greater than 250 tons is a subplot. If HMA paved at day's end is less than 250 tons, you may either make this quantity a subplot or include it in the previous subplot's test results for statistical evaluation.

#### **39-4.03 CONTRACTOR QUALITY CONTROL**

##### **39-4.03A General**

Use a composite quality factor,  $QF_C$ , and individual quality factors,  $QF_{QC_i}$ , to control your process and evaluate your quality control program. For quality characteristics without quality factors, use your quality control plan's action limits to control process.

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Control HMA quality including:

1. Materials
2. Proportioning
3. Spreading and compacting
4. Finished roadway surface

Develop, implement, and maintain a quality control program that includes:

1. Inspection
2. Sampling
3. Testing

### **39-4.03B Quality Control Plan**

With the JMF submittal, submit a written Quality Control Plan (QCP). The QCP must comply with the Department's Quality Control Manual for Hot Mix Asphalt Production and Placement. Discuss the QCP with the Engineer during the prepaving conference.

The Engineer reviews each QCP within 5 business days from the submittal. Hold HMA production until the Engineer accepts the QCP in writing. The Engineer's QCP acceptance does not mean your compliance with the QCP will result in acceptable HMA. Section 39-1.05, "Engineer's Acceptance," specifies HMA acceptance.

The QCP must include the name and qualifications of a Quality Control Manager. The Quality Control Manager administers the QCP and during paving must be at the job site within 3 hours of receiving notice. The Quality Control Manager must not be any of the following on the project:

1. Foreman
2. Production or paving crewmember
3. Inspector
4. Tester

The QCP must include action limits and details of corrective action you will take if a test result for any quality characteristic falls outside an action limit.

As work progresses, you must submit a written QCP supplement to change quality control procedures, personnel, tester qualification status, or laboratory accreditation status.

### **39-4.03C Quality Control Inspection, Sampling, And Testing**

Sample, test, inspect, and manage HMA quality control.

Provide a roadway inspector while HMA paving activities are in progress. Provide a plant inspector during HMA production.

Inspectors must comply with the Department's Quality Control Manual for Hot Mix Asphalt Production and Placement.

Provide a testing laboratory and personnel for quality control testing. Provide the Engineer unrestricted access to the quality control activities. Before providing services for the project, the Engineer reviews, accredits, and qualifies the testing laboratory and personnel under the Department's Independent Assurance Program.

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The minimum random sampling and testing for quality control is:

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**Minimum Quality Control – QC / QA**

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	HMA Type			Location of Sampling	Max. Reporting Time Allowance
			A	B	RHMA-G		
Aggregate gradation <sup>a</sup>	CT 202	1 per 750 tons	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	JMF ± Tolerance <sup>b</sup>	CT 125	24 hours
Asphalt binder content (%)	CT 379 or 382		JMF ±0.45	JMF ±0.45	JMF ±0.5	Loose Mix Behind Paver See CT 125	
Percent of maximum theoretical density (%) <sup>c, d</sup>	QC Plan		92 - 96	92 - 96	91 - 96	QC Plan	
Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants <sup>e</sup>	CT 226 or CT 370	2 per day during production	--	--	--	Stock-piles or cold feed belts	--
Sand equivalent (min.) <sup>f</sup>	CT 217	1 per 750 tons	47	42	47	CT 125	24 hours
HMA moisture content (% max.)	CT 226 or CT 370	1 per 2,500 tons but not less than 1 per paving day	1.0	1.0	1.0	Loose Mix Behind Paver See CT 125	24 hours
Stabilometer Value (min.) <sup>f, g</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	CT 366	1 per 4,000 tons or 2 per 5 business days, whichever is more	30 37	30 35	-- 23		48 hours
Air voids content (%) <sup>f, h</sup>	CT 367		4 ± 2	4 ± 2	Specification ± 2		

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Percent of crushed particles coarse aggregate (% min.) One fractured face Two fractured faces	CT 205	As necessary and designated in QCP. At least once per project.	90	25	--	CT 125	48 hours	
Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face			75	--	90			
			70	20	70			
Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev.	CT 211			12 45	-- 50	12 40		CT 125
Fine aggregate angularity (% min.)	AASHTO T 304, Method A			45	45	45		CT 125
Flat and elongated particle (% max. by weight @ 5:1)	ASTM D 4791			Report only	Report only	Report only		CT 125
Voids filled with asphalt (%) <sup>i</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-3			76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	76.0 – 80.0 73.0 – 76.0 65.0 – 75.0 65.0 – 75.0	Report only		LP-3
Voids in mineral aggregate (% min.) <sup>i</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	LP-2			17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0 – 23.0 <sup>j</sup> 18.0 – 23.0 <sup>j</sup>		LP-2
Dust proportion <sup>i</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	LP-4		0.9 – 2.0 0.6 – 1.3	0.9 – 2.0 0.6 – 1.3	Report only	LP-4		
Smoothness	Section 39-1.12	--	12-foot straight-edge, must-grind, and PI <sub>0</sub>	12-foot straight-edge, must-grind, and PI <sub>0</sub>	12-foot straight-edge, must-grind, and PI <sub>0</sub>	--		
Asphalt rubber binder viscosity @ 350 °F, centipoises	Section 39-1.02D	--	--	--	1,500 – 4,000	Section 39-1.02D	24 hours	
Crumb rubber modifier	Section 39-1.02D	--	--	--	Section 39-1.02D	Section 39-1.02D	48 hours	

Notes:

<sup>a</sup> Determine combined aggregate gradation containing RAP under Laboratory Procedure LP-9.

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- <sup>b</sup> The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."
- <sup>c</sup> Required for HMA Type A, Type B, and RHMA-G if the specified paved thickness is at least 0.15 foot.
- <sup>d</sup> Determine maximum theoretical density (California Test 309) at the frequency specified for test maximum density under California Test 375, Part 5 D.
- <sup>e</sup> For adjusting the plant controller at the HMA plant.
- <sup>f</sup> Report the average of 3 tests from a single split sample.
- <sup>g</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."
- <sup>h</sup> Determine the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.
- <sup>i</sup> Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.
- <sup>j</sup> Voids in mineral aggregate for RHMA-G must be within this range.

Within the specified reporting time, submit written test results including:

1. Sampling location, quantity, and time
2. Testing results
3. Supporting data and calculations

If test results for any quality characteristic are beyond the action limits in the QCP, take corrective actions. Document the corrective actions taken in the inspection records under Section 39-4.03E, "Records of Inspection and Testing."

Stop production, notify the Engineer in writing, take corrective action, and demonstrate compliance with the specifications before resuming production and placement on the State highway if:

1. A lot's composite quality factor,  $Q_{FC}$ , or an individual quality factor,  $Q_{F_{QC_i}}$  for  $i = 3, 4,$  or  $5$ , is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation"
2. An individual quality factor,  $Q_{F_{QC_i}}$  for  $i = 1$  or  $2$ , is below 0.75
3. Quality characteristics for which a quality factor,  $Q_{F_{QC_i}}$ , is not determined has 2 consecutive acceptance or quality control tests not in compliance with the specifications

### **39-4.03D Charts And Records**

Record sampling and testing results for quality control on forms provided in the "Quality Control Manual for Hot Mix Asphalt," or on forms you submit with the QCP. The QCP must also include form posting locations and submittal times.

Submit quality control test results using the Department's statistical evaluation program, HMAPay, available at

[www.dot.ca.gov/hq/construc/hma/index.htm](http://www.dot.ca.gov/hq/construc/hma/index.htm)

### **39-4.03E Records Of Inspection And Testing**

During HMA production, submit in writing a daily:

1. HMA Construction Daily Record of Inspection. Also make this record available at the HMA plant and job site each day.

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2. HMA Inspection and Testing Summary. Include in the summary:
  - 2.1. Test forms with the testers' signatures and Quality Control Manager's initials.
  - 2.2. Inspection forms with the inspectors' signatures and Quality Control Manager's initials.
  - 2.3. A list and explanation of deviations from the specifications or regular practices.
  - 2.4. A signed statement by the Quality Control Manager that says:

"It is hereby certified that the information contained in this record is accurate, and that information, tests, or calculations documented herein comply with the specifications of the contract and the standards set forth in the testing procedures. Exceptions to this certification are documented as part of this record."

Retain for inspection the records generated as part of quality control including inspection, sampling, and testing for at least 3 years after final acceptance.

### **39-4.03F Statistical Evaluation**

#### **General**

Determine a lot's composite quality factor,  $QF_C$ , and the individual quality factors,  $QF_{QCi}$ . Perform statistical evaluation calculations to determine these quality factors based on quality control test results for:

1. Aggregate gradation
2. Asphalt binder content
3. Percent of maximum theoretical density

The Engineer grants a waiver and you must use 1.0 as the individual quality factor for percent of maximum theoretical density,  $QF_{QC5}$ , for HMA paved in:

1. Areas where the specified paved thickness is less than 0.15 foot
2. Areas where the specified paved thickness is less than 0.20 foot and a 3/4-inch grading is specified and used
3. Dig outs
4. Leveling courses
5. Areas where, in the opinion of the Engineer, compaction or compaction measurement by conventional methods is impeded

#### **Statistical Evaluation Calculations**

Use the Variability-Unknown / Standard Deviation Method to determine the percentage of a lot not in compliance with the specifications. The number of significant figures used in the calculations must comply with AASHTO R-11, Absolute Method.

Determine the percentage of work not in compliance with the specification limits for each quality characteristic as follows:

1. Calculate the arithmetic mean ( $\bar{x}$ ) of the test values

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$$\bar{X} = \frac{\sum x}{n}$$

where:

x = individual test values

n = number of test values

2. Calculate the standard deviation

$$s = \sqrt{\frac{n(\sum x^2) - (\sum x)^2}{n(n-1)}}$$

where:

$\sum(x^2)$  = sum of the squares of individual test values

$(\sum x)^2$  = sum of the individual test values squared

n = number of test values

3. Calculate the upper quality index ( $Q_U$ )

$$Q_U = \frac{USL - \bar{X}}{s}$$

where:

USL = target value plus the production tolerance or upper specification limit

s = standard deviation

$\bar{X}$  = arithmetic mean

4. Calculate the lower quality index ( $Q_L$ );

$$Q_L = \frac{\bar{X} - LSL}{s}$$

where:

LSL = target value minus production tolerance or lower specification limit

s = standard deviation

$\bar{X}$  = arithmetic mean

5. From the table, Upper Quality Index  $Q_U$  or Lower Quality Index  $Q_L$ , of this Section 39-4.03F, "Statistical Evaluation", determine  $P_U$  ;

where:

$P_U$  = the estimated percentage of work outside the USL.

$P_U = 0$ , when USL is not specified.

6. From the table, Upper Quality Index  $Q_U$  or Lower Quality Index  $Q_L$ , of this Section 39-4.03F, "Statistical Evaluation," determine  $P_L$ ;



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where:

$P_L$  = the estimated percentage of work outside the LSL.  
 $P_L = 0$ , when LSL is not specified.

7. Calculate the total estimated percentage of work outside the USL and LSL, percent defective

$$\text{Percent defective} = P_U + P_L$$

$P_U$  and  $P_L$  are determined from:

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P <sub>U</sub> or P <sub>L</sub>	Upper Quality Index Q <sub>U</sub> or Lower Quality Index Q <sub>L</sub>												
	Sample Size (n)												
	5	6	7	8	9	10-11	12-14	15-17	18-22	23-29	30-42	43-66	>66
0	1.72	1.88	1.99	2.07	2.13	2.20	2.28	2.34	2.39	2.44	2.48	2.51	2.56
1	1.64	1.75	1.82	1.88	1.91	1.96	2.01	2.04	2.07	2.09	2.12	2.14	2.16
2	1.58	1.66	1.72	1.75	1.78	1.81	1.84	1.87	1.89	1.91	1.93	1.94	1.95
3	1.52	1.59	1.63	1.66	1.68	1.71	1.73	1.75	1.76	1.78	1.79	1.80	1.81
4	1.47	1.52	1.56	1.58	1.60	1.62	1.64	1.65	1.66	1.67	1.68	1.69	1.70
5	1.42	1.47	1.49	1.51	1.52	1.54	1.55	1.56	1.57	1.58	1.59	1.59	1.60
6	1.38	1.41	1.43	1.45	1.46	1.47	1.48	1.49	1.50	1.50	1.51	1.51	1.52
7	1.33	1.36	1.38	1.39	1.40	1.41	1.41	1.42	1.43	1.43	1.44	1.44	1.44
8	1.29	1.31	1.33	1.33	1.34	1.35	1.35	1.36	1.36	1.37	1.37	1.37	1.38
9	1.25	1.27	1.28	1.28	1.29	1.29	1.30	1.30	1.30	1.31	1.31	1.31	1.31
10	1.21	1.23	1.23	1.24	1.24	1.24	1.25	1.25	1.25	1.25	1.25	1.26	1.26
11	1.18	1.18	1.19	1.19	1.19	1.19	1.20	1.20	1.20	1.20	1.20	1.20	1.20
12	1.14	1.14	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15	1.15
13	1.10	1.10	1.10	1.10	1.10	1.10	1.11	1.11	1.11	1.11	1.11	1.11	1.11
14	1.07	1.07	1.07	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
15	1.03	1.03	1.03	1.03	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02	1.02
16	1.00	0.99	0.99	0.99	0.99	0.98	0.98	0.98	0.98	0.98	0.98	0.98	0.98
17	0.97	0.96	0.95	0.95	0.95	0.95	0.94	0.94	0.94	0.94	0.94	0.94	0.94
18	0.93	0.92	0.92	0.92	0.91	0.91	0.91	0.91	0.90	0.90	0.90	0.90	0.90
19	0.90	0.89	0.88	0.88	0.88	0.87	0.87	0.87	0.87	0.87	0.87	0.87	0.87
20	0.87	0.86	0.85	0.85	0.84	0.84	0.84	0.83	0.83	0.83	0.83	0.83	0.83
21	0.84	0.82	0.82	0.81	0.81	0.81	0.80	0.80	0.80	0.80	0.80	0.80	0.79
22	0.81	0.79	0.79	0.78	0.78	0.77	0.77	0.77	0.76	0.76	0.76	0.76	0.76
23	0.77	0.76	0.75	0.75	0.74	0.74	0.74	0.73	0.73	0.73	0.73	0.73	0.73
24	0.74	0.73	0.72	0.72	0.71	0.71	0.70	0.70	0.70	0.70	0.70	0.70	0.70
25	0.71	0.70	0.69	0.69	0.68	0.68	0.67	0.67	0.67	0.67	0.67	0.67	0.66
26	0.68	0.67	0.67	0.65	0.65	0.65	0.64	0.64	0.64	0.64	0.64	0.64	0.63
27	0.65	0.64	0.63	0.62	0.62	0.62	0.61	0.61	0.61	0.61	0.61	0.61	0.60
28	0.62	0.61	0.60	0.59	0.59	0.59	0.58	0.58	0.58	0.58	0.58	0.58	0.57
29	0.59	0.58	0.57	0.57	0.56	0.56	0.55	0.55	0.55	0.55	0.55	0.55	0.54
30	0.56	0.55	0.54	0.54	0.53	0.53	0.52	0.52	0.52	0.52	0.52	0.52	0.52
31	0.53	0.52	0.51	0.51	0.50	0.50	0.50	0.49	0.49	0.49	0.49	0.49	0.49
32	0.50	0.49	0.48	0.48	0.48	0.47	0.47	0.47	0.46	0.46	0.46	0.46	0.46
33	0.47	0.48	0.45	0.45	0.45	0.44	0.44	0.44	0.44	0.43	0.43	0.43	0.43
34	0.45	0.43	0.43	0.42	0.42	0.42	0.41	0.41	0.41	0.41	0.41	0.41	0.40
35	0.42	0.40	0.40	0.39	0.39	0.39	0.38	0.38	0.38	0.38	0.38	0.38	0.38
36	0.39	0.38	0.37	0.37	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36	0.36
37	0.36	0.35	0.34	0.34	0.34	0.33	0.33	0.33	0.33	0.33	0.33	0.33	0.32
38	0.33	0.32	0.32	0.31	0.31	0.31	0.30	0.30	0.30	0.30	0.30	0.30	0.30
39	0.30	0.30	0.29	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28	0.28
40	0.28	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
41	0.25	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23	0.23
42	0.23	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20
43	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18	0.18
44	0.16	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15
45	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
46	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
47	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08
48	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05	0.05
49	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

1. If the value of Q<sub>U</sub> or Q<sub>L</sub> does not correspond to a value in the table, use the next lower value.

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2. If  $Q_U$  or  $Q_L$  are negative values,  $P_U$  or  $P_L$  is equal to 100 minus the table value for  $P_U$  or  $P_L$ .

### Quality Factor Determination

Determine individual quality factors,  $QF_{QCi}$ , using percent defective =  $P_U + P_L$  and:

Quality Factor	Quality Factors												
	Maximum Allowable Percent Defective ( $P_U + P_L$ )												
	Sample Size (n)												
	5	6	7	8	9	10-11	12-14	15-17	18-22	23-29	30-42	43-66	>66
1.05				0	0	0	0	0	0	0	0	0	0
1.04			0	1	3	5	4	4	4	3	3	3	3
1.03		0	2	4	6	8	7	7	6	5	5	4	4
1.02		1	3	6	9	11	10	9	8	7	7	6	6
1.01	0	2	5	8	11	13	12	11	10	9	8	8	7
1.00	22	20	18	17	16	15	14	13	12	11	10	9	8
0.99	24	22	20	19	18	17	16	15	14	13	11	10	9
0.98	26	24	22	21	20	19	18	16	15	14	13	12	10
0.97	28	26	24	23	22	21	19	18	17	16	14	13	12
0.96	30	28	26	25	24	22	21	19	18	17	16	14	13
0.95	32	29	28	26	25	24	22	21	20	18	17	16	14
0.94	33	31	29	28	27	25	24	22	21	20	18	17	15
0.93	35	33	31	29	28	27	25	24	22	21	20	18	16
0.92	37	34	32	31	30	28	27	25	24	22	21	19	18
0.91	38	36	34	32	31	30	28	26	25	24	22	21	19
0.90	39	37	35	34	33	31	29	28	26	25	23	22	20
0.89	41	38	37	35	34	32	31	29	28	26	25	23	21
0.88	42	40	38	36	35	34	32	30	29	27	26	24	22
0.87	43	41	39	38	37	35	33	32	30	29	27	25	23
0.86	45	42	41	39	38	36	34	33	31	30	28	26	24
0.85	46	44	42	40	39	38	36	34	33	31	29	28	25
0.84	47	45	43	42	40	39	37	35	34	32	30	29	27
0.83	49	46	44	43	42	40	38	36	35	33	31	30	28
0.82	50	47	46	44	43	41	39	38	36	34	33	31	29
0.81	51	49	47	45	44	42	41	39	37	36	34	32	30
0.80	52	50	48	46	45	44	42	40	38	37	35	33	31
0.79	54	51	49	48	46	45	43	41	39	38	36	34	32
0.78	55	52	50	49	48	46	44	42	41	39	37	35	33
0.77	56	54	52	50	49	47	45	43	42	40	38	36	34
0.76	57	55	53	51	50	48	46	44	43	41	39	37	35
0.75	58	56	54	52	51	49	47	46	44	42	40	38	36
Reject	60	57	55	53	52	51	48	47	45	43	41	40	37
	61	58	56	55	53	52	50	48	46	44	43	41	38
	62	59	57	56	54	53	51	49	47	45	44	42	39
	63	61	58	57	55	54	52	50	48	47	45	43	40
	64	62	60	58	57	55	53	51	49	48	46	44	41

Reject Values Greater Than Those Shown Above

Notes:

- To obtain a quality factor when the estimated percent outside specification limits from table, "Upper Quality Index  $Q_U$  or Lower Quality Index  $Q_L$ ," does not correspond to a value in the table, use the next larger value.

Compute the composite of single quality factors,  $QF_C$ , for a lot using:

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$$QF_C = \sum_{i=1}^5 w_i QF_{QC_i}$$

where:

- QF<sub>C</sub> = the composite quality factor for the lot rounded to 2 decimal places.
- QF<sub>QC<sub>i</sub></sub> = the quality factor for the individual quality characteristic.
- w = the weighting factor listed in the table HMA Acceptance – QC / QA.
- i = the quality characteristic index number in the table HMA Acceptance – QC / QA.

**39-4.04 ENGINEER'S QUALITY ASSURANCE**

**39-4.04A General**

The Engineer assures quality by:

1. Reviewing mix designs and proposed JMF
2. Inspecting procedures
3. Conducting oversight of quality control inspection and records
4. Verification sampling and testing during production and paving

**39-4.04B Verification Sampling And Testing**

**General**

The Engineer samples:

1. Aggregate to verify gradation
2. HMA to verify asphalt binder content

**Verification**

For aggregate gradation and asphalt binder content, the ratio of verification testing frequency to the minimum quality control testing frequency is 1:5. The Engineer performs at least 3 verification tests per lot.

Using the t-test, the Engineer compares quality control tests results for aggregate gradation and asphalt binder content with corresponding verification test results. The Engineer uses the average and standard deviation of up to 20 sequential sublots for the comparison. The Engineer uses production start-up evaluation tests to represent the first subplot. When there are less than 20 sequential sublots, the Engineer uses the maximum number of sequential sublots available. The 21st subplot becomes the 1st subplot (n = 1) in the next lot.

The t-value for a group of test data is computed as follows:

$$t = \frac{|\bar{X}_c - \bar{X}_v|}{S_p \sqrt{\frac{1}{n_c} + \frac{1}{n_v}}} \quad \text{and} \quad S_p^2 = \frac{S_c^2(n_c - 1) + S_v^2(n_v - 1)}{n_c + n_v - 2}$$

where:

- n<sub>c</sub> = Number of quality control tests (2 minimum, 20 maximum).

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- $n_v$  = Number of verification tests (minimum of 1 required).
- $\bar{X}_c$  = Mean of quality control tests.
- $\bar{X}_v$  = Mean of verification tests.
- $S_p$  = Pooled standard deviation (When  $n_v = 1$ ,  $S_p = S_c$ ).
- $S_c$  = Standard deviation of quality control tests.
- $S_v$  = Standard deviation of verification tests (when  $n_v > 1$ ).

The comparison of quality control test results and the verification test results is at a level of significance of  $\alpha = 0.025$ . The Engineer computes  $t$  and compares it to the critical  $t$ -value,  $t_{crit}$ , from:

**Critical T-Value**

Degrees of freedom ( $n_c+n_v-2$ )	$t_{crit}$ (for $\alpha = 0.025$ )	Degrees of freedom ( $n_c+n_v-2$ )	$t_{crit}$ (for $\alpha = 0.025$ )
1	24.452	18	2.445
2	6.205	19	2.433
3	4.177	20	2.423
4	3.495	21	2.414
5	3.163	22	2.405
6	2.969	23	2.398
7	2.841	24	2.391
8	2.752	25	2.385
9	2.685	26	2.379
10	2.634	27	2.373
11	2.593	28	2.368
12	2.560	29	2.364
13	2.533	30	2.360
14	2.510	40	2.329
15	2.490	60	2.299
16	2.473	120	2.270
17	2.458	$\infty$	2.241

If the  $t$ -value computed is less than or equal to  $t_{crit}$ , quality control test results are verified.

If the  $t$ -value computed is greater than  $t_{crit}$  and both  $\bar{X}_v$  and  $\bar{X}_c$  comply with acceptance specifications, the quality control tests are verified. You may continue to produce and place HMA with the following allowable differences:

1.  $|\bar{X}_v - \bar{X}_c| \leq 1.0$  percent for any grading
2.  $|\bar{X}_v - \bar{X}_c| \leq 0.1$  percent for asphalt binder content

If the  $t$ -value computed is greater than  $t_{crit}$  and the  $|\bar{X}_v - \bar{X}_c|$  for grading and asphalt binder content are greater than the allowable differences, quality control test results are not verified and:

1. The Engineer notifies you in writing.
2. You and the Engineer must investigate why the difference exist.

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3. If the reason for the difference cannot be found and corrected, the Engineer's test results are used for acceptance and pay.

**39-4.05 ENGINEER'S ACCEPTANCE**

**39-4.05A Testing**

The Engineer samples for acceptance testing and tests for:

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**HMA Acceptance – QC / QA**

Index (i)	Quality Characteristic				Weight -ing Factor (w)	Test Method	HMA Type		
							A	B	RHMA-G
	Aggregate gradation <sup>a</sup>					CT 202	JMF ± Tolerance <sup>c</sup>		
	Sieve	3/4"	1/2"	3/8"					
1	1/2"	X <sup>b</sup>	--	--	0.05				
1	3/8"	--	X	--	0.05				
1	No. 4	--	--	X	0.05				
2	No. 8	X	X	X	0.10				
3	No. 200	X	X	X	0.15				
4	Asphalt binder content (%)				0.30	CT 379 or 382	JMF ± 0.45	JMF ± 0.45	JMF ± 0.5
5	Percent of maximum theoretical density (%) <sup>d, e</sup>				0.40	CT 375	92 – 96	92 – 96	91 – 96
	Sand equivalent (min.) <sup>f</sup>					CT 217	47	42	47
	Stabilometer value (min.) <sup>f, g</sup>					CT 366			
	No. 4 and 3/8" gradings						30	30	--
	1/2" and 3/4" gradings						37	35	23
	Air voids content (%) <sup>f, h</sup>					CT 367	4 ± 2	4 ± 2	Specifica- tion ± 2
	Percent of crushed particles coarse aggregate (% min.)					CT 205			
	One fractured face						90	25	--
	Two fractured faces						70	--	90
	Fine aggregate (% min.) (Passing No. 4 sieve and retained on No. 8 sieve.)								
	One fractured face						70	20	70
	HMA moisture content (% max.)					CT 226 or CT 370	1.0	1.0	1.0
	Los Angeles Rattler (% max.)					CT 211			
	Loss at 100 rev.						12	--	12
	Loss at 500 rev.						45	50	45
	Fine aggregate angularity (% min.)					AASHTO T 304, Method A	45	45	45
	Flat and elongated particle (% max. by weight @ 5:1)					ASTM D 4791	Report only	Report only	Report only
	Voids in mineral aggregate (% min.) <sup>i</sup>								(Note j)
	No. 4 grading						17.0	17.0	--
	3/8" grading					LP-2	15.0	15.0	--
	1/2" grading						14.0	14.0	18.0 - 23.0
	3/4" grading						13.0	13.0	18.0 - 23.0
	Voids filled with asphalt (%) <sup>i</sup>								
	No. 4 grading					LP-3	76.0 - 80.0	76.0 - 80.0	Report only
	3/8" grading						73.0 - 76.0	73.0 - 76.0	
	1/2" grading						65.0 - 75.0	65.0 - 75.0	
	3/4" grading						65.0 - 75.0	65.0 - 75.0	

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	Dust proportion <sup>i</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings		LP-4	0.9 - 2.0 0.6 - 1.3	0.9 - 2.0 0.6 - 1.3	Report only
	Smoothness		Section 39-1.12	12-foot straight- edge, must- grind, and PI <sub>0</sub>	12-foot straight- edge, must- grind, and PI <sub>0</sub>	12-foot straight- edge, must- grind, and PI <sub>0</sub>
	Asphalt binder		Various	Section 92	Section 92	Section 92
	Asphalt rubber binder		Various	--	--	Section 92- 1.02(C) and Section 39-1.02D
	Asphalt modifier		Various	--	--	Section 39-1.02D
	Crumb rubber modifier		Various	--	--	Section 39-1.02D

Notes:

<sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under Laboratory Procedure LP-9.

<sup>b</sup> "X" denotes the sieves the Engineer considers for the specified aggregate gradation.

<sup>c</sup> The tolerances must comply with the allowable tolerances in Section 39-1.02E, "Aggregate."

<sup>d</sup> The Engineer determines percent of maximum theoretical density if the specified paved thickness is at least 0.15 foot under California Test 375 except the Engineer uses:

1. California Test 308, Method A, to determine in-place density of each density core instead of using the nuclear gauge in Part 4, "Determining In-Place Density By The Nuclear Density Device."
2. California Test 309 to determine maximum theoretical density instead of calculating test maximum density in Part 5, "Determining Test Maximum Density."

<sup>e</sup> The Engineer determines maximum theoretical density (California Test 309) at the frequency specified for Test Maximum Density under California Test 375, Part 5.D.

<sup>f</sup> The Engineer reports the average of 3 tests from a single split sample.

<sup>g</sup> Modify California Test 304, Part 2.B.2.c: "After compaction in the mechanical compactor, cool to 140 °F ± 5 °F by allowing the briquettes to cool at room temperature for 0.5 hour, then place the briquettes in the oven at 140 °F for a minimum of 2 hours and not more than 3 hours."

<sup>h</sup> The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>i</sup> Report only if the adjustment for asphalt binder content target value is less than or equal to ± 0.3 percent from OBC.

<sup>j</sup> Voids in mineral aggregate for RHMA-G must be within this range.

The Engineer determines the percent of maximum theoretical density from the average density of 3 density cores you take from every 750 tons of production or part thereof divided by the maximum theoretical density.

If the specified total paved thickness is at least 0.15 foot and any layer is less than 0.15 foot, the Engineer determines the percent of maximum theoretical density from density cores taken from the final layer measured the full depth of the total paved HMA thickness.

The Engineer stops production and terminates a lot if:

1. The lot's composite quality factor, Q<sub>FC</sub>, or an individual quality factor, QF<sub>QC<sub>i</sub></sub> for i = 3, 4, or 5, is below 0.90 determined under Section 39-4.03F, "Statistical Evaluation"



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2. An individual quality factor,  $QF_{QC_i}$  for  $i = 1$  or  $2$ , is below  $0.75$
3. Quality characteristics for which a quality factor,  $QF_{QC_i}$ , is not determined has 2 consecutive acceptance or quality control tests not in compliance with the specifications

For any single quality characteristic for which a quality factor,  $QF_{QC_i}$ , is not determined, except smoothness, if 2 consecutive acceptance test results do not comply with specifications:

1. Stop production.
2. Take corrective action.
3. In the Engineer's presence, take samples and split each sample into 4 parts. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Engineer tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement on the State highway.

### **39-4.05B Statistical Evaluation, Determination Of Quality Factors And Acceptance**

#### **Statistical Evaluation and Determination of Quality Factors**

To determine the individual quality factor,  $QF_{QC_i}$ , for any quality factor  $i = 1$  through 5 or a lot's composite quality factor,  $QF_C$ , for acceptance and payment adjustment, the Engineer uses the evaluation specifications under Section 39-4.03F, "Statistical Evaluation," and:

1. Verified quality control test results for aggregate gradation
2. Verified quality control test results for asphalt binder content
3. The Engineer's test results for percent of maximum theoretical density

#### **Lot Acceptance Based on Quality Factors**

The Engineer accepts a lot based on the quality factors determined for aggregate gradation and asphalt binder content,  $QF_{QC_i}$  for  $i = 1$  through 4, using the total number of verified quality control test result values and the total percent defective ( $P_U + P_L$ ).

The Engineer accepts a lot based on the quality factor determined for maximum theoretical density,  $QF_{QC_5}$ , using the total number of test result values from density cores and the total percent defective ( $P_U + P_L$ ).

The Engineer calculates the quality factor for the lot,  $QF_C$ , which is a composite of weighted individual quality factors,  $QF_{QC_i}$ , determined for each quality characteristic in the HMA Acceptance – QC / QA table in Section 39-4.05A, "Testing."

The Engineer accepts a lot based on quality factors if:

1. The current composite quality factor,  $QF_C$ , is  $0.90$  or greater
2. Each individual quality factor,  $QF_{QC_i}$  for  $i = 3, 4,$  and  $5$ , is  $0.90$  or greater
3. Each individual quality factor,  $QF_{QC_i}$  for  $i = 1$  and  $2$ , is  $0.75$  or greater

No single quality characteristic test may represent more than the smaller of 750 tons or 1 day's production.

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## Payment Adjustment

If a lot is accepted, the Engineer adjusts payment with the following formula:

$$PA = \sum_{i=1}^n HMA CP * w_i * [QF_{QC_i} * (HMATT - WHMATT_i) + WHMATT_i] - (HMA CP * HMATT)$$

where:

PA =	Payment adjustment rounded to 2 decimal places.
HMA CP =	HMA contract price.
HMATT =	HMA total tons represented in the lot.
WHMATT <sub>i</sub> =	Total tons of waived quality characteristic HMA.
QF <sub>QC<sub>i</sub></sub> =	Running quality factor for the individual quality characteristic. QF <sub>QC<sub>i</sub></sub> for i = 1 through 4 must be from verified Contractor's QC results. QF <sub>QC<sub>5</sub></sub> must be determined from the Engineer's results on density cores taken for percent of maximum theoretical density determination.
w =	Weighting factor listed in the HMA acceptance table.
i =	Quality characteristic index number in the HMA acceptance table.

If the payment adjustment is a negative value, the Engineer deducts this amount from payment. If the payment adjustment is a positive value, the Engineer adds this amount to payment.

The 21st subplot becomes the 1st subplot (n = 1) in the next lot. When the 21st sequential subplot becomes the 1st subplot, the previous 20 sequential sublots become a lot for which the Engineer determines a quality factor. The Engineer uses this quality factor to pay for the HMA in the lot. If the next lot consists of less than 8 sublots, these sublots must be added to the previous lot for quality factor determination using 21 to 27 sublots.

### 39-4.05C Dispute Resolution

For a lot, if you or the Engineer dispute any quality factor, QF<sub>QC<sub>i</sub></sub>, or verification test result, every subplot in that lot must be retested.

Referee tests must be performed under the specifications for acceptance testing.

Any quality factor, QF<sub>QC<sub>i</sub></sub>, must be determined using the referee tests.

For any quality factor, QF<sub>QC<sub>i</sub></sub>, for i = 1 through 5, dispute resolution:

1. If the difference between the quality factors for QF<sub>QC<sub>i</sub></sub> using the referee test result and the disputed test result is less than or equal to 0.01, the original test result is correct.
2. If the difference between the quality factor for QF<sub>QC<sub>i</sub></sub> using the referee test result and the disputed test result is more than 0.01, the quality factor determined from the referee tests supersedes the previously determined quality factor.

## 39-5 MEASUREMENT AND PAYMENT

### 39-5.01 MEASUREMENT

The contract item for HMA is measured by weight. The weight of each HMA mixture designated in the Engineer's Estimate must be the combined mixture weight.

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If tack coat, asphalt binder, and asphaltic emulsion are paid with separate contract items, their contract items are measured under Section 92, "Asphalts," or Section 94, "Asphaltic Emulsions," as the case may be.

If recorded batch weights are printed automatically, the contract item for HMA is measured by using the printed batch weights, provided:

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total asphalt binder weight per batch is printed.
3. Each truckload's zero tolerance weight is printed before weighing the first batch and after weighing the last batch.
4. Time, date, mix number, load number and truck identification is correlated with a load slip.
5. A copy of the recorded batch weights is certified by a licensed weighmaster and submitted to the Engineer.

The contract item for placing HMA dike is measured by the linear foot along the completed length. The contract item for placing HMA in miscellaneous areas is measured as the in-place compacted area in square yards. In addition to the quantities measured on a linear foot or square yard basis, the HMA for dike and miscellaneous areas are measured by weight.

The contract item for geosynthetic pavement interlayer is measured by the square yard for the actual pavement area covered.

### **39-5.02 PAYMENT**

The contract prices paid per ton for hot mix asphalt as designated in the Engineer's Estimate include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing hot mix asphalt, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

If HMA is specified to comply with Section 39-4, "Quality Control / Quality Assurance," the Engineer adjusts payment under that section.

Full compensation for the Quality Control Plan and prepaving conference is included in the contract prices paid per ton for hot mix asphalt as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for performing and submitting mix designs and for Contractor sampling, testing, inspection, testing facilities, and preparation and submittal of results is included in the contract prices paid per ton for HMA as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

Full compensation for reclaimed asphalt pavement is included in the contract prices paid per ton for HMA as designated in the Engineer's Estimate and no additional compensation will be allowed therefor.

The contract price paid per ton for hot mix asphalt (leveling) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in hot mix asphalt (leveling), complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

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The State pays for HMA dike at the contract price per linear foot for place HMA dike and by the ton for HMA. The contract prices paid per linear foot for place hot mix asphalt dike as designated in the Engineer's Estimate include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in placing HMA dike, complete in place, including excavation, backfill, and preparation of the area to receive the dike, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The State pays for HMA specified to be a miscellaneous area at the contract price per square yard for place hot mix asphalt (miscellaneous area) and per ton for hot mix asphalt. The contract price paid per square yard for place hot mix asphalt (miscellaneous area) includes full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in placing HMA (miscellaneous area) complete in place, including excavation, backfill, and preparation of the area to receive HMA (miscellaneous area), as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

If the Quality Control / Quality Assurance construction process is specified, HMA placed in dikes and miscellaneous areas is paid for at the contract price per ton for hot mix asphalt under Section 39-4, "Quality Control / Quality Assurance." Section 39-4.05B, "Statistical Evaluation, Determination of Quality Factors and Acceptance," does not apply to HMA placed in dikes and miscellaneous areas.

If there are no contract items for place hot mix asphalt dike and place hot mix asphalt (miscellaneous area) and the work is specified, full compensation for constructing HMA dikes and HMA (miscellaneous areas) including excavation, backfill, and preparation of the area to receive HMA dike or HMA (miscellaneous area) is included in the contract price paid per ton for the hot mix asphalt designated in the Engineer's Estimate and no separate payment will be made therefor.

The contract price paid per square yard for geosynthetic pavement interlayer includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing geosynthetic pavement interlayer, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

The contract price paid per ton for paving asphalt (binder, geosynthetic pavement interlayer) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying paving asphalt (binder, geosynthetic pavement interlayer), complete in place, including spreading sand to cover exposed binder material, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

Full compensation for small quantities of HMA placed on geosynthetic pavement interlayer to prevent displacement during construction is included in the contract price paid per ton for the HMA being paved over the interlayer and no separate payment will be made therefor.

The contract price paid per ton for tack coat includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying tack coat, complete in place, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

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The Engineer does not adjust payment for increases or decreases in the quantities for tack coat, regardless of the reason for the increase or decrease. Section 4-1.03B, "Increased or Decreased Quantities," does not apply to the items for tack coat.

Full compensation for performing smoothness testing, submitting written and electronic copies of tests, and performing corrective work including applying fog seal coat is included in the contract price paid per ton for the HMA designated in the Engineer's Estimate and no separate payment will be made therefor.

Full compensation for spreading sand on RHMA-G, RHMA-O, and RHMA-O-HB surfaces and for sweeping and removing excess sand is included in the contract price paid per ton for rubberized hot mix asphalt as designated in the Engineer's Estimate and no separate payment will be made therefor.

If the Engineer fails to comply with a specification within a specified time, and if, in the opinion of the Engineer, work completion is delayed because of the failure, the Engineer adjusts payment and contract time under Section 8-1.09, "Right of Way Delays."

If the dispute resolution ITP determines the Engineer's test results are correct, the Engineer deducts the ITP's testing costs from payments. If the ITP determines your test results are correct, the State pays the ITP's testing costs. If, in the Engineer's opinion, work completion is delayed because of incorrect Engineer test results, the Engineer adjusts payment and contract time under Section 8-1.09, "Right of Way Delays."

^^

**88 ENGINEERING FABRICS  
(Issued 06-05-09)**

**Replace Section 88 with:  
SECTION 88 GEOSYNTHETICS**

**88-1.01 GENERAL**

**88-1.01A Summary**

Section 88 includes specifications for geosynthetics. Geosynthetics are used for:

1. Filtration
2. Drainage
3. Reinforcement
4. Water pollution control
5. Channel and shore protection
6. Pavement interlayer
7. Separation and stabilization

**88-1.01B Submittals**

Submit:

1. Certificate of Compliance under Section 6-1.07, "Certificates of Compliance"

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2. Samples representing each lot
3. Minimum average roll values (MARV)

Label submittals with the manufacturer's name and product information.

### 88-1.01C Quality Control and Assurance

Treat geosynthetics to resist degradation from exposure to sunlight. Using covers, protect geosynthetics from moisture, sunlight, and shipping and storage damage.

### 88-1.02 FILTRATION

#### 88-1.02A Filter Fabric

Geosynthetics used for filter fabric must be permeable and nonwoven. Filter fabric must consist of 1 of the following:

1. Polyester
2. Polypropylene
3. Combined polyester and polypropylene

Filter fabric must comply with:

Filter Fabric				
Property	ASTM	Specification		
		Class A	Class B	Class C
Grab breaking load, 1-inch grip, lb minimum in each direction	D 4632	157		
Apparent elongation, percent minimum in each direction	D 4632	50		
Hydraulic bursting strength, psi minimum	D 3786	210		
Ultraviolet resistance, percent minimum retained grab breaking load, 500 hr	D 4355	70		
Permittivity, sec <sup>-1</sup> minimum	D 4491	0.5	0.2	0.1
Apparent opening size, average roll value, U.S. Standard sieve size maximum	D 4751	40	60	70

### 88-1.03 DRAINAGE

#### 88-1.03A Geocomposite Wall Drain

Geocomposite wall drain must consist of a polymeric core with filter fabric integrally bonded to 1 or both sides of the core creating a stable drainage void.

Filter fabric must comply with Section 88-1.02, "Filtration."

Geocomposite wall drain must comply with:

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**Geocomposite Wall Drain**

Property	ASTM	Specification
Thickness with fabric, inches maximum	--	2
Transmissivity, gradient = 1.0, normal stress = 5,000 psf, gal/min/ft	D 4716	4

**88-1.04 REINFORCEMENT**

**88-1.04A Geotechnical Subsurface Reinforcement**

**General**

Geosynthetic used for geotechnical subsurface reinforcement must be either of the following:

1. Geotextile
2. Geogrid

Geotextile permittivity must be at least  $0.05 \text{ sec}^{-1}$  determined under ASTM D 4491.

Geogrid must have a regular and defined open area. The open area must be from 50 to 90 percent of the total grid area.

**Long Term Design Strength**

Long Term Design Strength (LTDS) of geosynthetic reinforcement is the ultimate tensile strength in the primary strength direction divided by reduction factors. Calculate the LTDS from the guidelines in Geosynthetic Research Institute (GRI) Standard Practice GG4a, GRI GG4b, or GRI GT7.

The product of the appropriate reduction factors must be at least 1.30. Determine the reduction factor for creep using a 75-year design life for permanent applications and a 5-year design life for temporary applications. Determine the installation damage reduction factor based on the characteristics of the backfill materials used.

If test data is not available, use default values of reduction factors in the GRI Standard Practice to calculate LTDS.

Submit the LTDS and its supporting calculations at least 15 days before placing geosynthetic reinforcement. Do not install before the Engineer's approval. The LTDS must be signed by an engineer who is registered as a civil engineer in the State.

**88-1.05 WATER POLLUTION CONTROL**

Geosynthetics used for water pollution control must comply with:

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**Water Pollution Control Geosynthetics**

Property	ASTM	Application				
		Silt Fence		Sediment Filter Bag	Gravel-Filled Bags	Temporary Cover
		Woven	Non-woven			
Grab breaking load, 1-inch grip, lb minimum in each direction	D 4632	120	120	255	205	200
Apparent elongation, percent minimum, in each direction	D 4632	15	50	--	--	50
Water flow rate, gallons per minute/square foot minimum and maximum average roll value	D 4491	10 - 100	100 - 150	80 - 200	80 - 150	75 - 120
Permittivity, sec <sup>-1</sup> minimum	D 4491	0.1	1.1	1.0	0.2	1.0
Apparent opening size, inches maximum average roll value	D 4751	0.023	0.023	0.033	0.016	0.007
Ultraviolet resistance, percent minimum retained grab breaking load, 500 hr.	D 4355	70	70	70	70	70

**88-1.06 CHANNEL AND SHORE PROTECTION**

**88-1.06A Rock Slope Protection**

Rock slope protection (RSP) fabric must be a permeable, nonwoven, needle-punched geotextile. RSP fabric consists of 1 of the following:

1. Polyester
2. Polypropylene
3. Combined polyester and polypropylene

Polymers must be either virgin compounds or clean reworked material. Do not subject virgin compounds to use or processing other than required for initial manufacture. Clean reworked material must be previously processed material from the processor's own production that has been reground, pelletized, or solvated. RSP fabric must not consist of more than 20 percent by weight of clean reworked material. Do not use recycled materials from either post-consumer or post-industrial sources.

Class 8 or Class 10 RSP fabric must comply with:



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**Rock Slope Protection Fabric**

Property	ASTM	Specification	
		Class 8	Class 10
Weight, oz/yd <sup>2</sup> minimum	D 5261	7.5	9.5
Grab breaking load, lb 1-inch grip, min. in each direction	D 4632	200	250
Apparent elongation, percent min., in each direction	D 4632	50	50
Permittivity, sec <sup>-1</sup> , minimum	D 4491	1.0	0.70
Apparent opening size, U.S. Standard sieve size minimum and maximum	D 4751	70 - 100	70 - 100
Ultraviolet resistance, percent minimum retained grab breaking load, 500 hr.	D4355	70	70

**88-1.07 PAVEMENT INTERLAYER**

**88-1.07A Paving Fabric**

Geosynthetics used for paving fabric must be nonwoven. Paving fabric must comply with:

**Geosynthetic Paving Fabric**

Property	ASTM	Specification
Mass per unit area, oz/yd <sup>2</sup> minimum	D 5261	4.1
Grab breaking load, lb 1-inch grip, minimum, in each direction	D 4632	100
Apparent elongation, percent minimum in each direction	D 4632	50
Hydraulic bursting strength, psi minimum	D 3786	200
Melting point, °F minimum	D 276	325
Asphalt retention, gal/yd <sup>2</sup> minimum	D 6140	0.2

**88-1.07B Paving Mat**

Geosynthetics used for paving mat must be a nonwoven fiberglass and polyester hybrid material. Paving mat must comply with:

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**Geosynthetic Paving Mat**

Property	ASTM	Specification
Breaking force, lb/2 inches minimum	D 5035	45
Ultimate elongation, percent maximum	D 5035	5
Mass per unit area, oz/ sq yd minimum	D 5261	3.7
Melting point, °F minimum	D 276	400
Asphalt retention, gal/yd <sup>2</sup> minimum	D 6140	0.10

**88-1.07C Paving Grid**

Geosynthetics used for paving grid must be a geopolymer material formed into a grid of integrally connected elements with openings. Paving grid must comply with:

**Geosynthetic Paving Grid**

Property	Test	Specification		
		Class I	Class II	Class III
Tensile strength at ultimate, lb/in <sup>a</sup> minimum	ASTM D 6637	560 x 1,120	560	280
Aperture size, inch minimum	Calipered	0.5	0.5	0.5
Elongation, % maximum	ASTM D 6637	12	12	12
Mass per area, oz / sqyd minimum	ASTM D 5261	16	10	5.5
Melting point, °F minimum	ASTM D 276	325	325	325

Note:

<sup>a</sup> For Class I, machine direction x cross direction. For Class II and Class III, both directions.

**88-1.07D Paving Geocomposite Grid**

Paving geocomposite grid consists of paving grid specified under Section 88-1.07C, "Paving Grid," bonded or integrated with paving fabric specified under Section 88-1.07A, "Paving Fabric."

Paving geocomposite grid must have a peel strength of at least 10 pounds per foot determined under ASTM D 413.

**88-1.07E Geocomposite Strip Membrane**

Geocomposite strip membrane must consist of various widths of strips manufactured from asphaltic rubber and geosynthetics. Geocomposite strip membrane must comply with:

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**Geocomposite Strip Membrane**

Property	ASTM	Specification
Strip tensile strength, lbs/inch minimum	D 882	50
Elongation at break, % minimum	D 882	50
Resistance to puncture, lbs. minimum	E 154	200
Permeance, perms maximum	E 96/E 96M	0.10
Pliability, 1/4 inch mandrel with sample conditioned at 25 °F	D 146	No cracks in fabric or bitumen
Melting point, °F	D 276	325

**88-1.08 SEPARATION AND STABILIZATION**

**88-1.08A Subgrade Enhancement Geotextile**

Subgrade enhancement geotextile must consist of either of the following:

1. Polyester
2. Polypropylene

Subgrade enhancement geotextile must comply with:

**Subgrade Enhancement Geotextile**

Property	ASTM	Specification <sup>a</sup>				
		Class A1	Class A2	Class B1	Class B2	Class B3
Elongation at break, %	D 4632	<50	≥50	<50	<50	≥50
Grab tensile strength, lb minimum	D4632	250	160	--	320	200
Wide width tensile strength at 5% strain, lb/ft minimum	D 4595	--	--	2,000	--	--
Wide width tensile strength at ultimate strength, lb/ft minimum	D 4595	--	--	4,800	--	--
Tear strength, lb minimum	D 4533	90	60	--	120	80
Puncture strength, lb minimum	D 6241	500	310	620	620	430
Permittivity, sec <sup>-1</sup> minimum	D 4491	0.05	0.05	0.20	0.20	0.20
Apparent opening size, inches maximum	D 4751	0.012	0.012	0.024	0.012	0.012
Ultraviolet stability (retained strength after 500 hrs exposure), % minimum	D 4355	70	70	70	70	70

Notes:

<sup>a</sup>Specifications are based on minimum average roll value in the weaker principle direction except apparent opening size is based on maximum average roll value.



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is greater. Concrete shall be proportioned such that the concrete will attain the minimum required compressive strength.

If the specified 28-day compressive strength is 3,600 pounds per square inch or greater, the concrete is designated by compressive strength. For concrete with a 28-day compressive strength greater than 3,600 pounds per square inch, 42 days will be allowed to obtain the specified strength.

For concrete not designated by compressive strength, the Engineer may test the concrete for compressive strength. The concrete will be accepted if the compressive strength at 28 days attains 85 percent or more of the minimum required compressive strength.

Concrete shall be proportioned to conform to the following shrinkage limitations when tested in conformance with the requirements of AASHTO Designation: T 160, modified as follows:

Condition	Maximum Shrinkage of Laboratory Cast Specimens at 28 days Drying (average of 3, %)
Paving and approach slab concrete	0.050
Bridge deck concrete	0.045

Note: Shrinkage requirement is waived for concrete that is used for precast elements.

Shrinkage tests shall be either:

- A. Performed by a laboratory accredited to perform AASHTO Designation: T 160, or
- B. Performed by a laboratory that maintains a current rating of 3 or better for the Cement and Concrete Reference Laboratory (CCRL) concrete proficiency sample program.

Laboratory cast specimens shall have a 4" x 4" cross section. Specimens shall be removed from the molds  $23 \pm 1$  hours after mixing the concrete and placed in lime water at  $73 \pm 3$  °F to 7 days age. A comparator reading shall be taken at 7 days age and recorded as the initial reading. Specimens then shall be stored in a humidity controlled room maintained at  $73 \pm 3$  °F and  $50 \pm 4$  percent relative humidity for the remainder of the test. Subsequent readings shall be taken at 7, 14, 21, and 28 days drying.

Test data verifying conformance to the shrinkage limitations shall be submitted with the mix design. Shrinkage testing data accepted by the Engineer no more than 3 years prior to the first working day of this contract will be acceptable for this entire contract, provided the data was for concrete with similar proportions and the same materials and material sources to be used on this contract. Concrete shall be considered to have similar proportions if, when compared to concrete to be used on this project, no more than 2 mix design elements are varied. Varied mix design elements shall fall within the tolerances in the following table:

Mix Design Element	Tolerance ( $\pm$ )
Water to cementitious material ratio	0.03
Total water content	5 %
Coarse aggregate (weight per cubic yard)	10 %
Fine aggregate (weight per cubic yard)	10 %
Supplementary cementitious material content	5 %
Admixture (as originally dosed)	25 %

Note: Admixtures must be of the same brand.

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Before using concrete or in advance of revising the mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.

Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, supplementary cementitious material (SCM) shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.

If any concrete has a cementitious material, portland cement, or SCM content that is less than the minimum required, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.25 for each pound of cementitious material, portland cement, or SCM that is less than the minimum required. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions will be made based on the results of California Test 518.

The requirements of the preceding paragraph shall not apply to minor concrete.

### **90-2 MATERIALS**

#### **90-2.01 CEMENTITIOUS MATERIALS**

Unless otherwise specified, cementitious material shall be either a combination of Type II or Type V portland cement and SCM, or a blended cement. No cementitious material shall be used in the work unless it is on the Department's Pre-Qualified Products List at the time of mix design submittal. Information regarding cementitious material qualification and placement on the Department's approved list can be obtained at the Transportation Laboratory.

Cementitious materials used in cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same sources and of the same proportions.

Cementitious materials shall be protected from moisture until used. Sacked cementitious materials shall be piled to permit access for tallying, inspecting, and identifying each shipment.

Facilities shall be provided to ensure that the various cementitious materials meeting this Section 90-2.01 are kept separate from each other and from other cementitious materials. A storage silo containing a cementitious material shall be emptied before using that silo for a different cementitious material. Blended cements with a percentage of SCM differing by more than 2 percentage points are considered different cementitious materials. Sampling cementitious materials shall be in conformance with California Test 125.

The Contractor shall furnish a Certificate of Compliance for cementitious materials in conformance with the provisions in Section 6-1.07, "Certificates of Compliance." The Certificate of Compliance shall indicate the source by name and location (including country, state, and city). If cementitious material is delivered directly to the job site, the Certificate of Compliance shall be signed by the cementitious material supplier. If the cementitious material is used in ready-mixed concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product. If blended cement is used, the Certificate of Compliance shall include a statement signed by the blended cement supplier that indicates the actual percentage, by weight, of SCM in the blend. Weight of SCM shall be by weighing device conforming to Section 9-1.01, "Measurement of Quantities," or as determined by chemical analysis.

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## 90-2.01A Cement

Portland cement shall conform to the requirements in ASTM Designation: C 150 except the  $C_3S$  content of Type II cement shall not exceed 65 percent.

Blended cement shall conform to the requirements for Portland Blast-Furnace Slag Cement, Type IS (MS) or Portland-Pozzolan Cement, Type IP (MS) in AASHTO Designation: M 240, except that the maximum limits on the pozzolan content shall not apply. Blended cement shall be comprised of Type II or Type V cement and SCM produced either by intergrinding portland cement clinker and SCM, by blending portland cement and either finely ground granulated blast furnace slag or finely divided pozzolan, or a combination of intergrinding and blending.

In addition, Type II portland cement and Type V portland cement shall conform to the following requirements:

- A. The cement shall not contain more than 0.60-percent by mass of alkalis, calculated as the percentage of  $Na_2O$  plus 0.658 times the percentage of  $K_2O$ , when determined by methods as required in AASHTO Designation: T 105; and
- B. The autoclave expansion shall not exceed 0.50-percent

Type III portland cement shall be used only as specified or with the approval of the Engineer. Type III portland cement shall conform to the additional requirements listed above for Type II portland cement. The Contractor may use Type III portland cement in the manufacturing of precast concrete.

## 90-2.01B Supplementary Cementitious Materials

Each supplementary cementitious material shall conform to one of the following:

- A. Fly ash conforming to the requirements in AASHTO Designation: M 295, Class F, and these specifications. The available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 311 or the total alkali, as sodium oxide equivalent, shall not exceed 5.0 percent when determined in conformance with the requirements in AASHTO Designation: T 105.
- B. Ultra fine fly ash (UFFA) conforming to the requirements in AASHTO Designation: M 295, Class F, and the following chemical and physical requirements:

Chemical Requirements	Percent
Sulfur Trioxide ( $SO_3$ )	1.5 max.
Loss on ignition	1.2 max.
Available Alkalies (as $Na_2O$ ) equivalent	1.5 max.

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Physical Requirements	Percent
Particle size distribution	
Less than 3.5 microns	50
Less than 9.0 microns	90
Strength Activity Index with portland cement	
7 days	95 (minimum % of control)
28 days	110 (minimum % of control)
Expansion at 16 days when testing job materials in conformance with ASTM C 1567*	0.10 max.

\* In the test mix, Type II or Type V portland cement shall be replaced with at least 12% UFFA by weight.

- C. Raw or calcined natural pozzolans conforming to the requirements in AASHTO Designation: M 295, Class N. and the following requirements and these specifications. The available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C 311 or the total alkali, as sodium oxide equivalent, shall not exceed 5.0 percent when determined in conformance with the requirements in AASHTO Designation: T 105.
- D. Metakaolin conforming to the requirements in AASHTO Designation: M 295, Class N, and the following chemical and physical requirements:

Chemical Requirements	Percent
Silicon Dioxide (SiO <sub>2</sub> ) + Aluminum Oxide (Al <sub>2</sub> O <sub>3</sub> )	92.0 min.
Calcium Oxide (CaO)	1.0 max
Sulfur Trioxide (SO <sub>3</sub> )	1.0 max.
Loss on ignition	1.2 max.
Available Alkalies (as Na <sub>2</sub> O) equivalent	1.0 max.

Physical Requirements	Percent
Particle size distribution	95
Less than 45 microns	
Strength Activity Index with portland cement	
7 days	100 (minimum % of control)
28 days	100 (minimum % of control)

- E. Ground Granulated Blast Furnace Slag (GGBFS) conforming to the requirements in AASHTO Designation: M 302, Grade 100 or Grade 120.
- F. Silica Fume conforming to the requirements of AASHTO Designation: M 307, with reduction in mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

Commingling of fly ash from different sources at uncontrolled ratios is permissible only if the following criteria are satisfied:

- A. Sources of fly ash to be commingled shall each produce fly ash that conforms to the requirements in AASHTO Designation: M 295, Class F.
- B. Testing of the commingled product is the responsibility of the fly ash supplier.
- C. Each fly ash's running average of relative density shall not differ from any other by more than 0.25 pound per cubic inch at the time of commingling.



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- D. Each fly ash's running average of loss on ignition shall not differ from any other by more than one percent at the time of commingling.
- E. The final product of commingled fly ash shall conform to the requirements in AASHTO Designation: M 295, Class F.

**90-2.01C Required Use Of Supplementary Cementitious Materials**

**General**

The amount of portland cement and SCM used in portland cement concrete shall conform to the minimum cementitious material content provisions in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and these specifications.

The SCM content in portland cement concrete shall conform to one of the following:

- A. Any combination of portland cement and at least one SCM, satisfying Equations (1) and (2):

Equation (1)

$$\frac{(25 \times UF) + (12 \times FA) + (10 \times FB) + (6 \times SL)}{MC} \geq X$$

Where:

UF = Silica fume, metakaolin, or UFFA, including the amount in blended cement, pounds per cubic yard.

FA = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content up to 10 percent, including the amount in blended cement, pounds per cubic yard.

FB = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content up to 15 percent, including the amount in blended cement, pounds per cubic yard.

SL = GGBFS, including the amount in blended cement, pounds per cubic yard.

MC = Minimum amount of cementitious material specified, pounds per cubic yard.

X = 1.8 for innocuous aggregate, 3.0 for all other aggregate.

Equation (2)

$$MC - MSCM - PC \geq 0$$

Where:

MC = Minimum amount of cementitious material specified, pounds per cubic yard.

MSCM = The minimum sum of SCMs that satisfies Equation (1) above, pounds per cubic yard.

PC = The amount of portland cement, including the amount in blended cement, pounds per cubic yard.

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- B. 15 percent of Class F fly ash with at least 48 ounces of LiNO<sub>3</sub> solution added per 100 pounds of portland cement. CaO content of the fly ash shall not exceed 15 percent.

**Precast Concrete**

The SCM content in precast portland cement concrete shall conform to one of the following:

- A. Any combination of portland cement and SCM, satisfying the following equation:

Equation (3)

$$\frac{(25 \times UF) + (12 \times FA) + (10 \times FB) + (6 \times SL)}{TC} \geq X$$

Where:

- UF = Silica fume, metakaolin, or UFFA, including the amount in blended cement, pounds per cubic yard.
- FA = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content up to 10 percent, including the amount in blended cement, pounds per cubic yard.
- FB = Fly ash or natural pozzolan conforming to the requirements in AASHTO Designation: M 295, Class F or N with a CaO content up to 15 percent, including the amount in blended cement, pounds per cubic yard.
- SL = GGBFS, including the amount in blended cement, pounds per cubic yard.
- TC = Total amount of cementitious material used in the mix, pounds per cubic yard.
- X = 0.0 if precast members are constructed with portland cement concrete using aggregate that is "innocuous" in conformance with the provisions in Section 90-2.02, "Aggregates."
- X = 3.0 for all other aggregate.
- B. 15 percent of Class F fly ash with at least 48 ounces of LiNO<sub>3</sub> solution added per 100 pounds of portland cement. CaO content of the fly ash shall not exceed 15 percent.
- C. Any combination of supplementary cementitious material and portland cement may be used if the expansion of cementitious material and aggregate does not exceed 0.10 percent when tested in conformance with the requirements in ASTM C 1567. Test data shall be submitted with each mix design. Test data accepted by the Engineer no more than 3 years prior to the first working day of this contract will be acceptable for this entire contract, provided the data was for the same concrete mix and the same materials and material sources to be used on this contract.

**90-2.02 AGGREGATES**

To be considered innocuous, aggregate must be on the Department's approved list, "Innocuous Aggregates for use in Concrete." Information regarding aggregate qualification and placement on the Department's approved list can be obtained at the Transportation Laboratory.

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Both coarse and fine aggregate must be on the approved list for the aggregate used in concrete to be considered innocuous.

Aggregates shall be free from deleterious coatings, clay balls, roots, bark, sticks, rags, and other extraneous material.

The Contractor shall provide safe and suitable facilities, including necessary splitting devices for obtaining samples of aggregates, in conformance with California Test 125.

Aggregates shall be of such character that it will be possible to produce workable concrete within the limits of water content provided in Section 90-6.06, "Amount of Water and Penetration."

Aggregates shall have not more than 10 percent loss when tested for soundness in conformance with the requirements in California Test 214. The soundness requirement for fine aggregate will be waived, provided that the durability index,  $D_f$ , of the fine aggregate is 60 or greater when tested for durability in conformance with California Test 229.

If the results of any one or more of the Cleanness Value, Sand Equivalent, or aggregate grading tests do not meet the requirements specified for "Operating Range" but all meet the "Contract Compliance" requirements, the placement of concrete shall be suspended at the completion of the current pour until tests or other information indicate that the next material to be used in the work will comply with the requirements specified for "Operating Range."

If the results of either or both the Cleanness Value and coarse aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete that is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$3.50 per cubic yard for paving concrete and \$5.50 per cubic yard for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

If the results of either or both the Sand Equivalent and fine aggregate grading tests do not meet the requirements specified for "Contract Compliance," the concrete which is represented by the tests shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place, and the Contractor shall pay to the State \$3.50 per cubic yard for paving concrete and \$5.50 per cubic yard for all other concrete for the concrete represented by these tests and left in place. The Department may deduct the amount from any moneys due, or that may become due, the Contractor under the contract.

The 2 preceding paragraphs apply individually to the "Contract Compliance" requirements for coarse aggregate and fine aggregate. When both coarse aggregate and fine aggregate do not conform to the "Contract Compliance" requirements, both paragraphs shall apply. The payments specified in those paragraphs are in addition to any payments made in conformance with the provisions in Section 90-1.01, "Description."

No single Cleanness Value, Sand Equivalent, or aggregate grading test shall represent more than 300 cubic yards of concrete or one day's pour, whichever is smaller.

When the source of an aggregate is changed, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using the aggregates.

### **90-2.02A Coarse Aggregate**

Coarse aggregate shall consist of gravel, crushed gravel, crushed rock, reclaimed aggregate, crushed air-cooled iron blast furnace slag or combinations thereof. Crushed air-cooled blast furnace slag shall not be used in reinforced or prestressed concrete.

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Reclaimed aggregate is aggregate that has been recovered from plastic concrete by washing away the cementitious material. Reclaimed aggregate shall conform to all aggregate requirements.

Coarse aggregate shall conform to the following quality requirements:

Tests	California Test	Requirements
Loss in Los Angeles Rattler (after 500 revolutions)	211	45% max.
Cleanness Value		
Operating Range	227	75 min.
Contract Compliance	227	71 min.

In lieu of the above Cleanness Value requirements, a Cleanness Value "Operating Range" limit of 71, minimum, and a Cleanness Value "Contract Compliance" limit of 68, minimum, will be used to determine the acceptability of the coarse aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

- A. Coarse aggregate sampled at the completion of processing at the aggregate production plant had a Cleanness Value of not less than 82 when tested in conformance with the requirements in California Test 227; and
- B. Prequalification tests performed in conformance with the requirements in California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

### 90-2.02B Fine Aggregate

Fine aggregate shall consist of natural sand, manufactured sand produced from larger aggregate or a combination thereof. Manufactured sand shall be well graded.

Fine aggregate shall conform to the following quality requirements:

Test	California Test	Requirements
Organic Impurities	213	Satisfactory <sup>a</sup>
Sand Equivalent:		
Operating Range	217	75, min.
Contract Compliance	217	71, min.

<sup>a</sup> Fine aggregate developing a color darker than the reference standard color may be accepted if 95% relative mortar strength is achieved when tested in conformance with ASTM C87.

In lieu of the above Sand Equivalent requirements, a Sand Equivalent "Operating Range" limit of 71, minimum, and a Sand Equivalent "Contract Compliance" limit of 68, minimum, will be used to determine the acceptability of the fine aggregate if the Contractor furnishes a Certificate of Compliance, as provided in Section 6-1.07, "Certificates of Compliance," certifying that:

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- A. Fine aggregate sampled at the completion of processing at the aggregate production plant had a Sand Equivalent value of not less than 82 when tested by California Test 217; and
- B. Prequalification tests performed in conformance with California Test 549 indicated that the aggregate would develop a relative strength of not less than 95 percent and would have a relative shrinkage not greater than 105 percent, based on concrete.

### **90-2.03 WATER**

In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1,000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1,300 parts per million of sulfates as SO<sub>4</sub>, when tested in conformance with California Test 417. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, when tested in conformance with California Test 422, nor more than 1,300 parts per million of sulfates as SO<sub>4</sub>, when tested in conformance with California Test 417. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

In nonreinforced concrete work, the water for curing, for washing aggregates and for mixing shall be free from oil and shall not contain more than 2,000 parts per million of chlorides as Cl, when tested in conformance with California Test 422, or more than 1,500 parts per million of sulfates as SO<sub>4</sub>, when tested in conformance with California Test 417.

In addition to the above provisions, water for curing concrete shall not contain impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.

Water reclaimed from mixer wash-out operations may be used in mixing concrete. The water shall not contain coloring agents or more than 300 parts per million of alkalis (Na<sub>2</sub>O + 0.658 K<sub>2</sub>O) as determined on the filtrate. The specific gravity of the water shall not exceed 1.03 and shall not vary more than ±0.010 during a day's operations.

### **90-2.04 Admixture Materials**

Admixture materials shall be stored and dispersed in liquid form and conform to the following requirements:

- A. Chemical Admixtures—ASTM Designation: C 494.
- B. Air-entraining Admixtures—ASTM Designation: C 260.
- C. Lithium Nitrate shall be in an aqueous solution conforming to the following:
  - 1. Lithium Nitrate (LiNO<sub>3</sub>) must be 30 percent +/- 0.5 percent by weight
  - 2. Sulfate (SO<sub>4</sub>) must be less than 1000 ppm
  - 3. Chloride (Cl) must be less than 1000 ppm
  - 4. Alkalis (Na<sub>2</sub>O + 0.658 K<sub>2</sub>O) must be less than 1000 ppm

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## 90-3 AGGREGATE GRADINGS

### 90-3.01 GENERAL

Before beginning concrete work, the Contractor shall submit in writing to the Engineer the gradation of the primary aggregate nominal sizes that the Contractor proposes to furnish. If a primary coarse aggregate or the fine aggregate is separated into 2 or more sizes, the proposed gradation shall consist of the gradation for each individual size, and the proposed proportions of each individual size, combined mathematically to indicate one proposed gradation. The proposed gradation shall meet the grading requirements shown in the table in this section, and shall show the percentage passing each of the sieve sizes used in determining the end result.

The Engineer may waive, in writing, the gradation requirements in this Section 90-3.01 and in Sections 90-3.02, "Coarse Aggregate Grading," 90-3.03, "Fine Aggregate Grading," and 90-3.04, "Combined Aggregate Gradings," if, in the Engineer's opinion, furnishing the gradation is not necessary for the type or amount of concrete work to be constructed.

Gradations proposed by the Contractor shall be within the following percentage passing limits:

Primary Aggregate Nominal Size	Sieve Size	Limits of Proposed Gradation
1-1/2" x 3/4"	1"	19 - 41
1" x No. 4	3/4"	52 - 85
1" x No. 4	3/8"	15 - 38
1/2" x No. 4	3/8"	40 - 78
3/8" x No. 8	3/8"	50 - 85
Fine Aggregate	No. 16	55 - 75
Fine Aggregate	No. 30	34 - 46
Fine Aggregate	No. 50	16 - 29

Should the Contractor change the source of supply, the Contractor shall submit in writing to the Engineer the new gradations before their intended use.

### 90-3.02 COARSE AGGREGATE GRADING

The grading requirements for coarse aggregates are shown in the following table for each size of coarse aggregate:

Sieve Sizes	Percentage Passing Primary Aggregate Nominal Sizes							
	1-1/2" x 3/4"		1" x No. 4		1/2" x No. 4		3/8" x No. 8	
	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance	Operating Range	Contract Compliance
2"	100	100	—	—	—	—	—	—
1-1/2"	88 - 100	85 - 100	100	100	—	—	—	—
1"	X ±18	X ±25	88 - 100	86 - 100	—	—	—	—
3/4"	0 - 17	0 - 20	X ±15	X ±22	100	100	—	—
1/2"	—	—	—	—	82 - 100	80 - 100	100	100
3/8"	0 - 7	0 - 9	X ±15	X ±22	X ±15	X ±22	X ±15	X ±20
No. 4	—	—	0 - 16	0 - 18	0 - 15	0 - 18	0 - 25	0 - 28
No. 8	—	—	0 - 6	0 - 7	0 - 6	0 - 7	0 - 6	0 - 7

In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."

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Coarse aggregate for the 1-1/2 inch, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," shall be furnished in 2 or more primary aggregate nominal sizes. Each primary aggregate nominal size may be separated into 2 sizes and stored separately, provided that the combined material conforms to the grading requirements for that particular primary aggregate nominal size.

When the one inch, maximum, combined aggregate grading as provided in Section 90-3.04, "Combined Aggregate Gradings," is to be used, the coarse aggregate may be separated into 2 sizes and stored separately, provided that the combined material shall conform to the grading requirements for the 1" x No. 4 primary aggregate nominal size.

### 90-3.03 FINE AGGREGATE GRADING

Fine aggregate shall be graded within the following limits:

Sieve Sizes	Percentage Passing	
	Operating Range	Contract Compliance
3/8"	100	100
No. 4	95 - 100	93 - 100
No. 8	65 - 95	61 - 99
No. 16	X ±10	X ±13
No. 30	X ±9	X ±12
No. 50	X ±6	X ±9
No. 100	2 - 12	1 - 15
No. 200	0 - 8	0 - 10

In the above table, the symbol X is the gradation that the Contractor proposes to furnish for the specific sieve size as provided in Section 90-3.01, "General."

In addition to the above required grading analysis, the distribution of the fine aggregate sizes shall be such that the difference between the total percentage passing the No. 16 sieve and the total percentage passing the No. 30 sieve shall be between 10 and 40, and the difference between the percentage passing the No. 30 and No. 50 sieves shall be between 10 and 40.

Fine aggregate may be separated into 2 or more sizes and stored separately, provided that the combined material conforms to the grading requirements specified in this Section 90-3.03.

### 90-3.04 COMBINED AGGREGATE GRADINGS

Combined aggregate grading limits shall be used only for the design of concrete mixes. Concrete mixes shall be designed so that aggregates are combined in proportions that shall produce a mixture within the grading limits for combined aggregates as specified herein.

The combined aggregate grading, except when otherwise specified in these specifications or the special provisions, shall be either the 1-1/2 inch, maximum grading, or the 1 inch, maximum grading, at the option of the Contractor.

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Grading Limits of Combined Aggregates

Sieve Sizes	Percentage Passing			
	1-1/2" Max.	1" Max.	1/2" Max.	3/8" Max.
2"	100	—	—	—
1-1/2"	90 - 100	100	—	—
1"	50 - 86	90 - 100	—	—
3/4"	45 - 75	55 - 100	100	—
1/2"	—	—	90 - 100	100
3/8"	38 - 55	45 - 75	55 - 86	50 - 100
No. 4	30 - 45	35 - 60	45 - 63	45 - 63
No. 8	23 - 38	27 - 45	35 - 49	35 - 49
No. 16	17 - 33	20 - 35	25 - 37	25 - 37
No. 30	10 - 22	12 - 25	15 - 25	15 - 25
No. 50	4 - 10	5 - 15	5 - 15	5 - 15
No. 100	1 - 6	1 - 8	1 - 8	1 - 8
No. 200	0 - 3	0 - 4	0 - 4	0 - 4

Changes from one grading to another shall not be made during the progress of the work unless permitted by the Engineer.

## 90-4 ADMIXTURES

### 90-4.01 GENERAL

Admixtures used in portland cement concrete shall conform to and be used in conformance with the provisions in this Section 90-4 and the special provisions. Admixtures shall be used when specified or ordered by the Engineer and may be used at the Contractor's option as provided herein.

Chemical admixtures and air-entraining admixtures containing chlorides as Cl in excess of one percent by weight of admixture, as determined by California Test 415, shall not be used.

Admixtures shall be uniform in properties throughout their use in the work. Should it be found that an admixture as furnished is not uniform in properties, its use shall be discontinued.

If more than one admixture is used, the admixtures shall be compatible with each other so that the desirable effects of all admixtures used will be realized.

Chemical admixtures shall be used in conformance with the manufacturer's written recommendations. The manufacturer's written recommendations shall include a statement that the admixtures are compatible with the types and amounts of SCMs used.

### 90-4.02 MATERIALS

Admixture materials shall conform to the provisions in Section 90-2.04, "Admixture Materials."

### 90-4.03 ADMIXTURE APPROVAL

No admixture brand shall be used in the work unless it is on the Department's current list of approved brands for the type of admixture involved. Information regarding admixture qualification and placement on the Department's list can be obtained at the Transportation Laboratory.

If the Contractor proposes to use an admixture of a brand and type on the current list of approved admixture brands, the Contractor shall furnish a Certificate of Compliance from the



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manufacturer, as provided in Section 6-1.07, "Certificates of Compliance," certifying that the admixture furnished is the same as that previously approved. If a previously approved admixture is not accompanied by a Certificate of Compliance, the admixture shall not be used in the work until the Engineer has had sufficient time to make the appropriate tests and has approved the admixture for use. The Engineer may take samples for testing at any time, whether or not the admixture has been accompanied by a Certificate of Compliance.

### **90-4.04 REQUIRED USE OF CHEMICAL ADMIXTURES**

If the use of a chemical admixture is specified, the admixture shall be used at the dosage specified, except that if no dosage is specified, the admixture shall be used at the dosage normally recommended by the manufacturer of the admixture.

### **90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES**

The Contractor may use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate any concrete construction application subject to the following conditions:

- A. If a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by weight, except that the resultant cementitious material content shall be not less than 505 pounds per cubic yard; and
- B. When a reduction in cementitious material content is made, the dosage of admixture used shall be no less than the dosage used in determining approval of the admixture.

The Contractor may use Type S admixtures conforming to the requirements in ASTM Designation: C 494.

Unless otherwise specified, a Type C accelerating chemical admixture conforming to the requirements in ASTM Designation: C 494, may be used in portland cement concrete. Inclusion in the mix design submitted for approval will not be required provided that the admixture is added to counteract changing conditions that contribute to delayed setting of the portland cement concrete, and the use or change in dosage of the admixture is approved in writing by the Engineer.

### **90-4.06 REQUIRED USE OF AIR-ENTRAINING ADMIXTURES**

When air-entrainment is specified or ordered by the Engineer, the air-entraining admixture shall be used in amounts to produce a concrete having the specified air content as determined by California Test 504.

### **90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES**

When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent, and no single test value exceeds 5.5 percent. If the

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Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate.

### **90-4.08 BLANK**

### **90-4.09 BLANK**

### **90-4.10 PROPORTIONING AND DISPENSING LIQUID ADMIXTURES**

Chemical admixtures and air-entraining admixtures shall be dispensed in liquid form. Dispensers for liquid admixtures shall have sufficient capacity to measure at one time the prescribed quantity required for each batch of concrete. Each dispenser shall include a graduated measuring unit into which liquid admixtures are measured to within  $\pm 5$  percent of the prescribed quantity for each batch. Dispensers shall be located and maintained so that the graduations can be accurately read from the point at which proportioning operations are controlled to permit a visual check of batching accuracy prior to discharge. Each measuring unit shall be clearly marked for the type and quantity of admixture.

Each liquid admixture dispensing system shall be equipped with a sampling device consisting of a valve located in a safe and readily accessible position such that a sample of the admixture may be withdrawn slowly by the Engineer.

If more than one liquid admixture is used in the concrete mix, each liquid admixture shall have a separate measuring unit and shall be dispensed by injecting equipment located in such a manner that the admixtures are not mixed at high concentrations and do not interfere with the effectiveness of each other. When air-entraining admixtures are used in conjunction with other liquid admixtures, the air-entraining admixture shall be the first to be incorporated into the mix, unless it is demonstrated that a different sequence improves performance.

When automatic proportioning devices are required for concrete pavement, dispensers for liquid admixtures shall operate automatically with the batching control equipment. The dispensers shall be equipped with an automatic warning system in good operating condition that will provide a visible or audible signal at the point at which proportioning operations are controlled when the quantity of admixture measured for each batch of concrete varies from the preselected dosage by more than 5 percent, or when the entire contents of the measuring unit are not emptied from the dispenser into each batch of concrete.

Unless liquid admixtures are added to premeasured water for the batch, their discharge into the batch shall be arranged to flow into the stream of water so that the admixtures are well dispersed throughout the batch, except that air-entraining admixtures may be dispensed directly into moist sand in the batching bins provided that adequate control of the air content of the concrete can be maintained.

Liquid admixtures requiring dosages greater than one-half gallon per cubic yard shall be considered to be water when determining the total amount of free water as specified in Section 90-6.06, "Amount of Water and Penetration."

### **90-4.11 BLANK**

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## **90-5 PROPORTIONING**

### **90-5.01 STORAGE OF AGGREGATES**

Aggregates shall be stored or stockpiled in such a manner that separation of coarse and fine particles of each size shall be avoided and the various sizes shall not become intermixed before proportioning.

Aggregates shall be stored or stockpiled and handled in a manner that prevent contamination by foreign materials. In addition, storage of aggregates at batching or mixing facilities that are erected subsequent to the award of the contract and that furnish concrete to the project shall conform to the following:

- A. Intermingling of the different sizes of aggregates shall be positively prevented. The Contractor shall take the necessary measures to prevent intermingling. The preventive measures may include, but are not necessarily limited to, physical separation of stockpiles or construction of bulkheads of adequate length and height; and
- B. Contamination of aggregates by contact with the ground shall be positively prevented. The Contractor shall take the necessary measures to prevent contamination. The preventive measures shall include, but are not necessarily limited to, placing aggregates on wooden platforms or on hardened surfaces consisting of portland cement concrete, asphalt concrete, or cement treated material.

In placing aggregates in storage or in moving the aggregates from storage to the weigh hopper of the batching plant, any method that may cause segregation, degradation, or the combining of materials of different gradings that will result in any size of aggregate at the weigh hopper failing to meet the grading requirements, shall be discontinued. Any method of handling aggregates that results in excessive breakage of particles shall be discontinued. The use of suitable devices to reduce impact of falling aggregates may be required by the Engineer.

### **90-5.02 PROPORTIONING DEVICES**

Weighing, measuring, or metering devices used for proportioning materials shall conform to the requirements in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems shall comply with the requirements for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement." Automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and SCM for one batch of concrete is a single operation of a switch or starter.

Proportioning devices shall be tested as frequently as the Engineer may deem necessary to ensure their accuracy.

Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the weight of each batch of material shall not vary from the weight designated by the Engineer by more than the tolerances specified herein.

Equipment for cumulative weighing of aggregate shall have a zero tolerance of  $\pm 0.5$  percent of the designated total batch weight of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be  $\pm 0.5$  percent of the individual batch weight designated for each size of aggregate. Equipment for cumulative weighing of cement and SCM shall have a zero tolerance of  $\pm 0.5$  percent of the designated total batch weight of the

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cement and SCM. Equipment for weighing cement or SCM separately shall have a zero tolerance of  $\pm 0.5$  percent of their designated individual batch weights. Equipment for measuring water shall have a zero tolerance of  $\pm 0.5$  percent of its designated weight or volume.

The weight indicated for any batch of material shall not vary from the preselected scale setting by more than the following:

- A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch weight of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch weights; and
- B. Cement shall be 99 to 102 percent of its designated batch weight. When weighed individually, SCM shall be 99 to 102 percent of its designated batch weight. When SCM and cement are permitted to be weighed cumulatively, cement shall be weighed first to 99 to 102 percent of its designated batch weight, and the total for cement and SCM shall be 99 to 102 percent of the sum of their designated batch weights. When a blended cement is used, the percentages of cement and SCM used for calculating batch weights shall be based on the percentage of SCM indicated in the Certificate of Compliance from the blended cement supplier; and
- C. Water shall be within 1.5 percent of its designated weight or volume.

Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, SCM, or cement plus SCM and aggregates shall not exceed that of commercially available scales having single graduations indicating a weight not exceeding the maximum permissible weight variation above, except that no scale shall be required having a capacity of less than 1,000 pounds, with one pound graduations.

### **90-5.03 PROPORTIONING**

Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cementitious material and water as provided in these specifications. Aggregates shall be proportioned by weight.

At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry weight.

Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.

Bulk Type IP (MS) or Type IS (MS) cement shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.

Bulk cement and SCM may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and SCM are weighed cumulatively, the cement shall be weighed first.

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If cement and SCM are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the SCM shall be individual and distinct from all other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material-weighing device. The cement and the SCM shall be discharged into the mixer simultaneously with the aggregate.

The scales and weigh hoppers for bulk weighing cement, SCM, or cement plus SCM shall be separate and distinct from the aggregate weighing equipment.

For batches of one cubic yard or more, the batching equipment shall conform to one of the following combinations:

- A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
- B. Single box and scale indicator for all aggregates.
- C. Single box or separate boxes and automatic weighing mechanism for all aggregates.

In order to check the accuracy of batch weights, the gross weight and tare weight of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed on scales designated by the Engineer.

### **90-5.03A Proportioning For Pavement**

Aggregates and bulk SCM for use in pavement shall be proportioned by weight by means of automatic proportioning devices of approved type conforming to these specifications.

The Contractor shall install and maintain in operating condition an electronically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by weight of the fine aggregate.

The batching of cement, SCM, or cement plus SCM and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and SCM hoppers or the cement plus SCM hopper are charged with weights that are within the tolerances specified in Section 90-5.02, "Proportioning Devices."

If interlocks are required for cement and SCM charging mechanisms and cement and SCM are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of SCM until the weight of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."

If concrete is completely mixed in stationary paving mixers, the SCMs shall be weighed in a separate weigh hopper and the SCM and cement shall be introduced simultaneously into the mixer proportionately with the aggregate. If the Contractor provides certification that the stationary mixer is capable of mixing the cement, SCM, aggregates, and water uniformly before discharge, weighing the SCM cumulatively with the cement is permitted. Certification shall contain the following:

- A. Test results for 2 compressive strength test cylinders of concrete taken within the first one-third and 2 compressive strength test cylinders of concrete taken within the last one-third of the concrete discharged from a single batch from the stationary paving mixer.

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- Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength";
- B. Calculations demonstrating that the difference in the averages of 2 compressive strengths taken in the first one-third is no greater than 7.5 percent different than the averages of 2 compressive strengths taken in the last one-third of the concrete discharged from a single batch from the stationary paving mixer. Strength tests and cylinder preparation will be in conformance with the provisions of Section 90-9, "Compressive Strength;" and
  - C. The mixer rotation speed and time of mixing before discharge that are required to produce a mix that meets the requirements above.

The discharge gate on the cement and SCM hoppers or the cement plus SCM hopper shall be designed to permit regulating the flow of cement, SCM, or cement plus SCM into the aggregate as directed by the Engineer.

If separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.

Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and so that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.

If the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.

The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

### **90-6 MIXING AND TRANSPORTING**

#### **90-6.01 GENERAL**

Concrete shall be mixed in mechanically operated mixers, except that when permitted by the Engineer, batches not exceeding 1/3 cubic yard may be mixed by hand methods in conformance with the provisions in Section 90-6.05, "Hand-Mixing."

Equipment having components made of aluminum or magnesium alloys that would have contact with plastic concrete during mixing, transporting, or pumping of portland cement concrete shall not be used.

Concrete shall be homogeneous and thoroughly mixed, and there shall be no lumps or evidence of undispersed cementitious material.

Uniformity of concrete mixtures will be determined by differences in penetration as determined by California Test 533, or slump as determined by ASTM Designation: C 143, and by variations in the proportion of coarse aggregate as determined by California Test 529.

When the mix design specifies a penetration value, the difference in penetration, determined by comparing penetration tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed 1/2 inch. When the mix design specifies a slump value, the difference in slump, determined by comparing slump tests on 2 samples of mixed concrete from the same batch or truck mixer load, shall not exceed the values given in the table below. Variation in the proportion of coarse aggregate will be determined by comparing the results of

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tests of 2 samples of mixed concrete from the same batch or truck mixer load and the difference between the 2 results shall not exceed 170 pounds per cubic yard of concrete.

Average Slump	Maximum Permissible Difference
Less than 4"	1"
4" to 6"	1-1/2"
Greater than 6" to 9"	2"

The Contractor shall furnish samples of the freshly mixed concrete and provide satisfactory facilities for obtaining the samples.

### 90-6.02 MACHINE MIXING

Concrete mixers may be of the revolving drum or the revolving blade type, and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. Mixers and agitators that have an accumulation of hard concrete or mortar shall not be used.

The temperature of mixed concrete, immediately before placing, shall be not less than 50 °F or more than 90 °F. Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 150 °F. If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.

The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time. When concrete is delivered in a truck mixer, a portion of the mixing water may be withheld and may be added at the point of delivery as specified under Section 90-6.03, "Transporting Mixed Concrete."

Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions that reduce or vary the required quantity of cementitious material in the concrete mixture.

Paving and stationary mixers shall be operated with an automatic timing device. The timing device and discharge mechanism shall be interlocked so that during normal operation no part of the batch will be discharged until the specified mixing time has elapsed.

The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.

The size of batch shall not exceed the manufacturer's guaranteed capacity.

When producing concrete for pavement or base, suitable batch counters shall be installed and maintained in good operating condition at job site batching plants and stationary mixers. The batch counters shall indicate the exact number of batches proportioned and mixed.

Concrete shall be mixed and delivered to the job site by means of one of the following combinations of operations:

- A. Mixed completely in a stationary mixer and the mixed concrete transported to the point of delivery in truck agitators or in nonagitating hauling equipment (central-mixed concrete).
- B. Mixed partially in a stationary mixer, and the mixing completed in a truck mixer (shrink-mixed concrete).

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- C. Mixed completely in a truck mixer (transit-mixed concrete).
- D. Mixed completely in a paving mixer.

Agitators may be truck mixers operating at agitating speed or truck agitators. Each mixer and agitator shall have attached thereto in a prominent place a metal plate or plates on which is plainly marked the various uses for which the equipment is designed, the manufacturer's guaranteed capacity of the drum or container in terms of the volume of mixed concrete and the speed of rotation of the mixing drum or blades.

Truck mixers shall be equipped with electrically or mechanically actuated revolution counters by which the number of revolutions of the drum or blades may readily be verified.

When shrink-mixed concrete is furnished, concrete that has been partially mixed at a central plant shall be transferred to a truck mixer and all requirements for transit-mixed concrete shall apply. No credit in the number of revolutions at mixing speed will be allowed for partial mixing in a central plant.

### **90-6.03 TRANSPORTING MIXED CONCRETE**

Mixed concrete may be transported to the delivery point in truck agitators or truck mixers operating at the speed designated by the manufacturer of the equipment as agitating speed, or in non-agitating hauling equipment, provided the consistency and workability of the mixed concrete upon discharge at the delivery point is suitable for adequate placement and consolidation in place, and provided the mixed concrete after hauling to the delivery point conforms to the provisions in Section 90-6.01, "General."

Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity and shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.

Bodies of nonagitating hauling equipment shall be constructed so that leakage of the concrete mix, or any part thereof, will not occur at any time.

Concrete hauled in open-top vehicles shall be protected during hauling against rain or against exposure to the sun for more than 20 minutes when the ambient temperature exceeds 75 °F.

No water in excess of that in the approved mix design shall be incorporated into the concrete. If approved by the Engineer, water withheld during batching may be added to the concrete at the delivery point in one operation before the discharge of more than 1/4 cubic yard. Equipment for supplying the water shall conform to Section 90-6.06, "Amount of Water and Penetration." When water is added at the point of delivery, the drum shall be revolved not less than 30 revolutions at mixing speed after the water is added and before discharged is commenced.

The rate of discharge of mixed concrete from truck mixer-agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.

If a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours or before 250 revolutions of the drum or blades, whichever occurs first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or if the temperature of the concrete is 85 °F or above, the time allowed may be less than 1.5 hours. If an admixture is used to retard the set time, the temperature of the concrete shall not exceed 85 °F, the time limit shall be 2 hours, and the revolution limitation shall be 300.

If nonagitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the



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concrete is 85 °F or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.

Each load of concrete delivered at the job site shall be accompanied by a weighmaster certificate showing the mix identification number, nonrepeating load number, date and time at which the materials were batched, the total amount of water added to the load, and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weighmaster certificate shall also show the actual scale weights (pounds) for the ingredients batched. Theoretical or target batch weights shall not be used as a substitute for actual scale weights.

Weighmaster certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on a CD or DVD. Captured data, for the ingredients represented by each batch shall be "line feed, carriage return" (LFCR) and "one line, separate record" with allowances for sufficient fields to satisfy the amount of data required by these specifications.

The Contractor may furnish a weighmaster certificate accompanied by a separate certificate that lists the actual batch weights or measurements for a load of concrete provided that both certificates are imprinted with the same nonrepeating load number that is unique to the contract and delivered to the jobsite with the load.

Weighmaster certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities."

### **90-6.04 TIME OR AMOUNT OF MIXING**

Mixing of concrete in paving or stationary mixers shall continue for the required mixing time after all ingredients, except water and admixture, if added with the water, are in the mixing compartment of the mixer before any part of the batch is released. Transfer time in multiple drum mixers shall not be counted as part of the required mixing time.

The required mixing time, in paving or stationary mixers, of concrete used for concrete structures, except minor structures, shall be not less than 90 seconds or more than 5 minutes, except that when directed by the Engineer in writing, the requirements of the following paragraph shall apply.

The required mixing time, in paving or stationary mixers, except as provided in the preceding paragraph, shall be not less than 50 seconds or more than 5 minutes.

The minimum required revolutions at the mixing speed for transit-mixed concrete shall not be less than that recommended by the mixer manufacturer, but in no case shall the number of revolutions be less than that required to consistently produce concrete conforming to the provisions for uniformity in Section 90-6.01, "General."

When a high range water-reducing admixture is added to the concrete at the job site, the total number of revolutions shall not exceed 300.

### **90-6.05 HAND-MIXING**

Hand-mixed concrete shall be made in batches of not more than 1/3 cubic yard and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than one foot in total depth. On this mixture shall be spread the dry cementitious materials and the whole mass turned no fewer than 2 times dry; then

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sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

### 90-6.06 AMOUNT OF WATER AND PENETRATION

The amount of water used in concrete mixes shall be regulated so that the penetration of the concrete as determined by California Test 533 or the slump of the concrete as determined by ASTM Designation: C 143 is within the nominal values shown in the following table. When the penetration or slump of the concrete is found to exceed the nominal values listed, the mixture of subsequent batches shall be adjusted to reduce the penetration or slump to a value within the nominal range shown. Batches of concrete with a penetration or slump exceeding the maximum values listed shall not be used in the work. If Type F or Type G chemical admixtures are added to the mix, the penetration requirements shall not apply and the slump shall not exceed 9 inches after the chemical admixtures are added.

Type of Work	Nominal		Maximum	
	Penetration (inches)	Slump (inches)	Penetration (inches)	Slump (inches)
Concrete Pavement	0 - 1	—	1-1/2	—
Non-reinforced concrete facilities	0 - 1-1/2	—	2	—
Reinforced concrete structures				
Sections over 12 inches thick	0 - 1-1/2	—	2-1/2	—
Sections 12 inches thick or less	0 - 2	—	3	—
Concrete placed under water	—	6 - 8	—	9
Cast-in-place concrete piles	2-1/2 - 3-1/2	5 - 7	4	8

The amount of free water used in concrete shall not exceed 310 pounds per cubic yard, plus 20 pounds for each required 100 pounds of cementitious material in excess of 550 pounds per cubic yard.

The term free water is defined as the total water in the mixture minus the water absorbed by the aggregates in reaching a saturated surface-dry condition.

If there are adverse or difficult conditions that affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic yard of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 pounds of water per added 100 pounds of cementitious material per cubic yard. Full compensation for additional cementitious material and water added under these conditions shall be considered as included in the contract price paid for the concrete work involved and no additional compensation will be allowed therefor.

The equipment for supplying water to the mixer shall be constructed and arranged so that the amount of water added can be measured accurately. Any method of discharging water into the mixer for a batch shall be accurate within 1.5 percent of the quantity of water required to be added to the mix for any position of the mixer. Tanks used to measure water shall be designed so that water cannot enter while water is being discharged into the mixer and discharge into the mixer shall be made rapidly in one operation without dribbling. All equipment shall be arranged so as to permit checking the amount of water delivered by discharging into measured containers.

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**90-7 CURING CONCRETE**

**90-7.01 METHODS OF CURING**

Newly placed concrete shall be cured by the methods specified in this Section 90-7.01 and the special provisions.

**90-7.01A Water Method**

The concrete shall be kept continuously wet by the application of water for a minimum curing period of 7 days after the concrete has been placed.

Cotton mats, rugs, carpets, or earth or sand blankets may be used as a curing medium to retain the moisture during the curing period.

If a curing medium consisting of cotton mats, rugs, carpets, polyethylene sheeting, polyethylene sheeting on burlap, or earth or sand blankets is to be used to retain the moisture, the entire surface of the concrete shall be kept damp by applying water with a nozzle that so atomizes the flow that a mist and not a spray is formed, until the surface of the concrete is covered with the curing medium. The moisture from the nozzle shall not be applied under pressure directly upon the concrete and shall not be allowed to accumulate on the concrete in a quantity sufficient to cause a flow or wash the surface. At the expiration of the curing period, the concrete surfaces shall be cleared of all curing media.

At the option of the Contractor, a curing medium consisting of white opaque polyethylene sheeting extruded onto burlap may be used to cure concrete structures. The polyethylene sheeting shall have a minimum thickness of 4-mil, and shall be extruded onto 10-ounce burlap.

At the option of the Contractor, a curing medium consisting of polyethylene sheeting may be used to cure concrete columns. The polyethylene sheeting shall have a minimum thickness of 10-mil achieved in a single layer of material.

If the Contractor chooses to use polyethylene sheeting or polyethylene sheeting on burlap as a curing medium, these media and any joints therein shall be secured as necessary to provide moisture retention and shall be within 3 inches of the concrete at all points along the surface being cured. When these media are used, the temperature of the concrete shall be monitored during curing. If the temperature of the concrete cannot be maintained below 140° F, use of these curing media shall be disallowed.

When concrete bridge decks and flat slabs are to be cured without the use of a curing medium, the entire surface of the bridge deck or slab shall be kept damp by the application of water with an atomizing nozzle as specified above, until the concrete has set, after which the entire surface of the concrete shall be sprinkled continuously with water for a period of not less than 7 days.

**90-7.01B Curing Compound Method**

Surfaces of the concrete that are exposed to the air shall be sprayed uniformly with a curing compound.

Curing compounds to be used shall be as follows:

1. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B, except the resin type shall be poly-alpha-methylstyrene.

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2. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class B.
3. Pigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 2, Class A.
4. Nonpigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class B.
5. Nonpigmented curing compound conforming to the requirements in ASTM Designation: C 309, Type 1, Class A.
6. Nonpigmented curing compound with fugitive dye conforming to the requirements in ASTM Designation: C 309, Type 1-D, Class A.

The infrared scan for the dried vehicle from curing compound (1) shall match the infrared scan on file at the Transportation Laboratory.

The loss of water for each type of curing compound, when tested in conformance with the requirements in California Test 534, shall not be more than 0.28 pounds per square yard in 24 hours.

The curing compound to be used will be specified elsewhere in these specifications or in the special provisions.

If the use of curing compound is required or permitted elsewhere in these specifications or in the special provisions and no specific kind is specified, any of the curing compounds listed above may be used.

Curing compound shall be applied at a nominal rate of one gallon per 150 square feet, unless otherwise specified.

At any point, the application rate shall be within  $\pm 50$  square feet per gallon of the nominal rate specified, and the average application rate shall be within  $\pm 25$  square feet per gallon of the nominal rate specified when tested in conformance with the requirements in California Test 535. Runs, sags, thin areas, skips, or holidays in the applied curing compound shall be evidence that the application is not satisfactory.

Curing compounds shall be applied using power operated spray equipment. The power operated spraying equipment shall be equipped with an operational pressure gage and a means of controlling the pressure. Hand spraying of small and irregular areas that are not reasonably accessible to mechanical spraying equipment, in the opinion of the Engineer, may be permitted.

The curing compound shall be applied to the concrete following the surface finishing operation, immediately before the moisture sheen disappears from the surface, but before any drying shrinkage or craze cracks begin to appear. In the event of any drying or cracking of the surface, application of water with an atomizing nozzle as specified in Section 90-7.01A, "Water Method," shall be started immediately and shall be continued until application of the compound is resumed or started; however, the compound shall not be applied over any resulting freestanding water. Should the film of compound be damaged from any cause before the expiration of 7 days after the concrete is placed in the case of structures and 72 hours in the case of pavement, the damaged portion shall be repaired immediately with additional compound.

At the time of use, compounds containing pigments shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. A paddle shall be used to loosen all settled pigment from the bottom of the container, and a power driven agitator shall be used to disperse the pigment uniformly throughout the vehicle.

Agitation shall not introduce air or other foreign substance into the curing compound.

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The manufacturer shall include in the curing compound the necessary additives for control of sagging, pigment settling, leveling, de-emulsification, or other requisite qualities of a satisfactory working material. Pigmented curing compounds shall be manufactured so that the pigment does not settle badly, does not cake or thicken in the container, and does not become granular or curdled. Settlement of pigment shall be a thoroughly wetted, soft, mushy mass permitting the complete and easy vertical penetration of a paddle. Settled pigment shall be easily redispersed, with minimum resistance to the sideways manual motion of the paddle across the bottom of the container, to form a smooth uniform product of the proper consistency.

Curing compounds shall remain sprayable at temperatures above 40 °F and shall not be diluted or altered after manufacture.

The curing compound shall be packaged in clean 274-gallon totes, 55-gallon barrels or 5-gallon pails shall be supplied from a suitable storage tank located at the jobsite. The containers shall comply with "Title 49, Code of Federal Regulations, Hazardous Materials Regulations." The 274-gallon totes and the 55-gallon barrels shall have removable lids and airtight fasteners. The 5-gallon pails shall be round and have standard full open head and bail. Lids with bungholes will not be permitted. Settling or separation of solids in containers, except tanks, must be completely redispersed with low speed mixing prior to use, in conformance with these specifications and the manufacturer's recommendations. Mixing shall be accomplished either manually by use of a paddle or by use of a mixing blade driven by a drill motor, at low speed. Mixing blades shall be the type used for mixing paint. On-site storage tanks shall be kept clean and free of contaminants. Each tank shall have a permanent system designed to completely redisperse settled material without introducing air or other foreign substances.

Steel containers and lids shall be lined with a coating that will prevent destructive action by the compound or chemical agents in the air space above the compound. The coating shall not come off the container or lid as skins. Containers shall be filled in a manner that will prevent skinning. Plastic containers shall not react with the compound.

Each container shall be labeled with the manufacturer's name, kind of curing compound, batch number, volume, date of manufacture, and volatile organic compound (VOC) content. The label shall also warn that the curing compound containing pigment shall be well stirred before use. Precautions concerning the handling and the application of curing compound shall be shown on the label of the curing compound containers in conformance with the Construction Safety Orders and General Industry Safety Orders of the State.

Containers of curing compound shall be labeled to indicate that the contents fully comply with the rules and regulations concerning air pollution control in the State.

When the curing compound is shipped in tanks or tank trucks, a shipping invoice shall accompany each load. The invoice shall contain the same information as that required herein for container labels.

Curing compound will be sampled by the Engineer at the source of supply, at the job site, or at both locations.

Curing compound shall be formulated so as to maintain the specified properties for a minimum of one year. The Engineer may require additional testing before use to determine compliance with these specifications if the compound has not been used within one year or whenever the Engineer has reason to believe the compound is no longer satisfactory.

Tests will be conducted in conformance with the latest ASTM test methods and methods in use by the Transportation Laboratory.

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### **90-7.01C Waterproof Membrane Method**

The exposed finished surfaces of concrete shall be sprayed with water, using a nozzle that so atomizes the flow that a mist and not a spray is formed, until the concrete has set, after which the curing membrane, shall be placed. The curing membrane shall remain in place for a period of not less than 72 hours.

Sheeting material for curing concrete shall conform to the requirements in AASHTO Designation: M 171 for white reflective materials.

The sheeting material shall be fabricated into sheets of such width as to provide a complete cover for the entire concrete surface. Joints in the sheets shall be securely cemented together in such a manner as to provide a waterproof joint. The joint seams shall have a minimum lap of 0.33 foot.

The sheets shall be securely weighted down by placing a bank of earth on the edges of the sheets or by other means satisfactory to the Engineer.

Should any portion of the sheets be broken or damaged before the expiration of 72 hours after being placed, the broken or damaged portions shall be immediately repaired with new sheets properly cemented into place.

Sections of membrane that have lost their waterproof qualities or have been damaged to such an extent as to render them unfit for curing the concrete shall not be used.

### **90-7.01D Forms-In-Place Method**

Formed surfaces of concrete may be cured by retaining the forms in place. The forms shall remain in place for a minimum period of 7 days after the concrete has been placed, except that for members over 20 inches in least dimension the forms shall remain in place for a minimum period of 5 days.

Joints in the forms and the joints between the end of forms and concrete shall be kept moisture tight during the curing period. Cracks in the forms and cracks between the forms and the concrete shall be resealed by methods subject to the approval of the Engineer.

### **90-7.02 BLANK**

### **90-7.03 CURING STRUCTURES**

Newly placed concrete for cast-in-place structures, other than highway bridge decks, shall be cured by the water method, the forms-in-place method, or, as permitted herein, by the curing compound method, in conformance with the provisions in Section 90-7.01, "Methods of Curing."

The curing compound method using a pigmented curing compound may be used on concrete surfaces of construction joints, surfaces that are to be buried underground, and surfaces where only ordinary surface finish is to be applied and on which a uniform color is not required and that will not be visible from a public traveled way. If the Contractor elects to use the curing compound method on the bottom slab of box girder spans, the curing compound shall be curing compound (1).

The top surface of highway bridge decks shall be cured by both the curing compound method and the water method. The curing compound shall be curing compound (1).

Concrete surfaces of minor structures, as defined in Section 51-1.02, "Minor Structures," shall be cured by the water method, the forms-in-place method or the curing compound method.

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When deemed necessary by the Engineer during periods of hot weather, water shall be applied to concrete surfaces being cured by the curing compound method or by the forms-in-place method, until the Engineer determines that a cooling effect is no longer required. Application of water for this purpose will be paid for as extra work as provided in Section 4-1.03D, "Extra Work."

### **90-7.04 CURING PRECAST CONCRETE MEMBERS**

Precast concrete members shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing." Curing shall be provided for the minimum time specified for each method or until the concrete reaches its design strength, whichever is less. Steam curing may also be used for precast members and shall conform to the following provisions:

- A. After placement of the concrete, members shall be held for a minimum 4-hour presteaming period. If the ambient air temperature is below 50 °F, steam shall be applied during the presteaming period to hold the air surrounding the member at a temperature between 50 °F and 90 °F.
- B. To prevent moisture loss on exposed surfaces during the presteaming period, members shall be covered as soon as possible after casting or the exposed surfaces shall be kept wet by fog spray or wet blankets.
- C. Enclosures for steam curing shall allow free circulation of steam about the member and shall be constructed to contain the live steam with a minimum moisture loss. The use of tarpaulins or similar flexible covers will be permitted, provided they are kept in good repair and secured in such a manner as to prevent the loss of steam and moisture.
- D. Steam at the jets shall be at low pressure and in a saturated condition. Steam jets shall not impinge directly on the concrete, test cylinders, or forms. During application of the steam, the temperature rise within the enclosure shall not exceed 40 °F per hour. The curing temperature throughout the enclosure shall not exceed 150 °F and shall be maintained at a constant level for a sufficient time necessary to develop the required transfer strength. Control cylinders shall be covered to prevent moisture loss and shall be placed in a location where temperature is representative of the average temperature of the enclosure.
- E. Temperature recording devices that will provide an accurate, continuous, permanent record of the curing temperature shall be provided. A minimum of one temperature recording device per 200 feet of continuous bed length will be required for checking temperature.
- F. Members in pretension beds shall be detensioned immediately after the termination of steam curing while the concrete and forms are still warm, or the temperature under the enclosure shall be maintained above 60 °F until the stress is transferred to the concrete.
- G. Curing of precast concrete will be considered completed after termination of the steam curing cycle.

### **90-7.05 CURING PRECAST PRESTRESSED CONCRETE PILES**

Newly placed concrete for precast prestressed concrete piles shall be cured in conformance with the provisions in Section 90-7.04, "Curing Precast Concrete Members," except that piles in a corrosive environment shall be cured as follows:

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- A. Piles shall be either steam cured or water cured. If water curing is used, the piles shall be kept continuously wet by the application of water in conformance with the provisions in Section 90-7.01A, "Water Method."
- B. If steam curing is used, the steam curing provisions in Section 90-7.04, "Curing Precast Concrete Members," shall apply except that the piles shall be kept continuously wet for their entire length for a period of not less than 3 days, including the holding and steam curing periods.

**90-7.06 CURING SLOPE PROTECTION**

Concrete slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."

Concreted-rock slope protection shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing," with a blanket of earth kept wet for 72 hours, or by sprinkling with a fine spray of water every 2 hours during the daytime for a period of 3 days.

**90-7.07 CURING MISCELLANEOUS CONCRETE WORK**

Exposed surfaces of curbs shall be cured by pigmented curing compounds as specified in Section 90-7.01B, "Curing Compound Method."

Concrete sidewalks, gutter depressions, island paving, curb ramps, driveways, and other miscellaneous concrete areas shall be cured in conformance with any of the methods specified in Section 90-7.01, "Methods of Curing."

Shotcrete shall be cured for at least 72 hours by spraying with water, by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."

Mortar and grout shall be cured by keeping the surface damp for 3 days.

After placing, the exposed surfaces of sign structure foundations, including pedestal portions, if constructed, shall be cured for at least 72 hours by spraying with water, by a moist earth blanket, or by any of the methods provided in Section 90-7.01, "Methods of Curing."

**90-8 PROTECTING CONCRETE**

**90-8.01 GENERAL**

In addition to the provisions in Section 7-1.16, "Contractor's Responsibility for the Work and Materials," the Contractor shall protect concrete as provided in this Section 90-8. If required by the Engineer, the Contractor shall submit a written outline of the proposed methods for protecting the concrete.

The Contractor shall protect concrete from damage from any cause, which shall include, but not be limited to: rain, heat, cold, wind, Contractor's actions, and actions of others.

Concrete shall not be placed on frozen or ice-coated ground or subgrade nor on ice-coated forms, reinforcing steel, structural steel, conduits, precast members, or construction joints.

Under rainy conditions, placing of concrete shall be stopped before the quantity of surface water is sufficient to damage surface mortar or cause a flow or wash of the concrete surface, unless the Contractor provides adequate protection against damage.

Concrete that has been frozen or damaged by other causes, as determined by the Engineer, shall be removed and replaced by the Contractor at the Contractor's expense.



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## **90-8.02 PROTECTING CONCRETE STRUCTURES**

Structure concrete and shotcrete used as structure concrete shall be maintained at a temperature of not less than 45 °F for 72 hours after placing and at not less than 40 °F for an additional 4 days.

## **90-9 COMPRESSIVE STRENGTH**

### **90-9.01 GENERAL**

Concrete compressive strength requirements consist of a minimum strength that shall be attained before various loads or stresses are applied to the concrete and, for concrete designated by compressive strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or the special provisions or are shown on the plans.

The compressive strength of concrete will be determined from test cylinders that have been fabricated from concrete sampled in conformance with the requirements of California Test 539. Test cylinders will be molded and initially field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with the requirements of California Test 521. A strength test shall consist of the average strength of 2 cylinders fabricated from material taken from a single load of concrete, except that, if any cylinder should show evidence of improper sampling, molding, or testing, that cylinder shall be discarded and the strength test shall consist of the strength of the remaining cylinder.

When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1 of California Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.

When concrete is designated by compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall make corrective changes, subject to approval of the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$10 for each in-place cubic yard of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$15 for each in-place cubic yard of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test that indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."

If the test result indicates that the compressive strength at the maximum age specified or allowed is below the specified strength, but is 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at the Contractor's

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expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.

No single compressive strength test shall represent more than 320 cubic yards.

If a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders that have been handled and stored in conformance with Method 3 of California Test 540. The compressive strength of steam cured concrete will be evaluated on the basis of individual tests representing specific portions of production. If the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.

When concrete has a specified 28-day compressive strength greater than 3,600 pounds per square inch, prequalification of materials, mix proportions, mixing equipment, and procedures proposed for use will be required prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.

Certified test data, in order to be acceptable, shall indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of days specified or allowed, and none of those tests are less than 95 percent of specified strength. Strength tests included in the data shall be the most recent tests made on concrete of the proposed mix design and all shall have been made within one year of the proposed use of the concrete.

Trial batch test reports, in order to be acceptable, shall indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 580 pounds per square inch greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches that were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

Tests shall be performed in conformance with either the appropriate California Test methods or the comparable ASTM test methods. Equipment employed in testing shall be in good condition and shall be properly calibrated. If the tests are performed during the life of the contract, the Engineer shall be notified sufficiently in advance of performing the tests in order to witness the test procedures.

The certified test data and trial batch test reports shall include the following information:

A. Date of mixing.

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- B. Mixing equipment and procedures used.
- C. The size of batch in cubic yards and the weight, type, and source of all ingredients used.
- D. Penetration or slump (if the concrete will be placed under water or placed in cast-in-place concrete piles) of the concrete.
- E. The air content of the concrete if an air-entraining admixture is used.
- F. The age at time of testing and strength of all concrete cylinders tested.

Certified test data and trial batch test reports shall be signed by an official of the firm that performed the tests.

When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type of concrete required at that location.

After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes that, in the judgment of the Engineer, could result in a strength of concrete below that specified.

The Contractor's attention is directed to the time required to test trial batches and the Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.

When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

**90-10 MINOR CONCRETE**

**90-10.01 GENERAL**

Concrete for minor structures, slope paving, curbs, sidewalks and other concrete work, when designated as minor concrete on the plans, in the specifications, or in the contract item, shall conform to the provisions specified herein.

The Engineer, at the Engineer's discretion, will inspect and test the facilities, materials and methods for producing the concrete to ensure that minor concrete of the quality suitable for use in the work is obtained.

Before using minor concrete or in advance of revising the mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design. When required by the following table, the Contractor shall include compressive strength test results verifying the minimum specified compressive strength:

SCM	Test Submittal Required
Fly Ash used alone	When portland cement content < 350 lbs/cy
GGBFS used alone	When portland cement content < 250 lbs/cy
Natural Pozzolan used alone	When portland cement content < 350 lbs/cy
More than 1 SCM	Always

Tests shall be performed by an ACI certified technician.

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## **90-10.02 MATERIALS**

Minor concrete shall conform to the following requirements:

### **90-10.02A Cementitious Material**

Cementitious material shall conform to the provisions in Section 90-1.01, "Description," and 90-2, "Materials."

### **90-10.02B Aggregate**

Aggregate shall be clean and free from deleterious coatings, clay balls, roots, and other extraneous materials.

Use of crushed concrete or reclaimed aggregate is acceptable only if the aggregate satisfies all aggregate requirements.

The Contractor shall submit to the Engineer for approval, a grading of the combined aggregate proposed for use in the minor concrete. After acceptance of the grading, aggregate furnished for minor concrete shall conform to that grading, unless a change is authorized in writing by the Engineer.

The Engineer may require the Contractor to furnish periodic test reports of the aggregate grading furnished. The maximum size of aggregate used shall be at the option of the Contractor, but in no case shall the maximum size be larger than 1-1/2-inch or smaller than 3/4 inch.

The Engineer may waive, in writing, the gradation requirements in this Section 90-10.02B, if, in the Engineer's opinion, the furnishing of the gradation is not necessary for the type or amount of concrete work to be constructed.

### **90-10.02C Water**

Water used for washing, mixing, and curing shall be free from oil, salts, and other impurities that would discolor or etch the surface or have an adverse affect on the quality of the concrete.

### **90-10.02D Admixtures**

The use of admixtures shall conform to the provisions in Section 90-4, "Admixtures."

## **90-10.03 PRODUCTION**

Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice that will result in concrete that is thoroughly and uniformly mixed, that is suitable for the use intended, and that conforms to requirements specified herein. Recognized standards of good practice are outlined in various industry publications such as are issued by American Concrete Institute, AASHTO, or the Department.

The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."

The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.

Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in

## **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 90 °F will be considered conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.

The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.

The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.

When a high range water-reducing admixture is added to the concrete at the job site, the total number of revolutions shall not exceed 300.

Each load of ready-mixed concrete shall be accompanied by a weighmaster certificate that shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weighmaster certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

### **90-10.04 CURING MINOR CONCRETE**

Curing minor concrete shall conform to the provisions in Section 90-7, "Curing Concrete."

### **90-10.05 PROTECTING MINOR CONCRETE**

Protecting minor concrete shall conform to the provisions in Section 90-8, "Protecting Concrete," except the concrete shall be maintained at a temperature of not less than 40 °F for 72 hours after placing.

### **90-10.06 MEASUREMENT AND PAYMENT**

Minor concrete will be measured and paid for in conformance with the provisions specified in the various sections of these specifications covering concrete construction when minor concrete is specified in the specifications, shown on the plans, or indicated by contract item in the Engineer's Estimate.

## **90-11 MEASUREMENT AND PAYMENT**

### **90-11.01 MEASUREMENT**

Portland cement concrete will be measured in conformance with the provisions specified in the various sections of these specifications covering construction requiring concrete.

For concrete measured at the mixer, the volume in cubic feet shall be computed as the total weight of the batch in pounds divided by the density of the concrete in pounds per cubic foot. The total weight of the batch shall be calculated as the sum of all materials, including water, entering the batch. The density of the concrete will be determined in conformance with the requirements in California Test 518.



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Prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

### GRADES

Performance graded (PG) asphalt binder is:

Performance Graded Asphalt Binder						
Property	AASHTO Test Method	Specification				
		Grade				
		PG 58-22 <sup>a</sup>	PG 64-10	PG 64-16	PG 64-28	PG 70-10
Original Binder						
Flash Point, Minimum °C	T 48	230	230	230	230	230
Solubility, Minimum % <sup>b</sup>	T 44	99	99	99	99	99
Viscosity at 135°C, <sup>c</sup> Maximum, Pa·s	T 316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 1.00	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test, <sup>e</sup> Mass Loss, Maximum, %	T 240	1.00	1.00	1.00	1.00	1.00
RTFO Test Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25°C Minimum, cm	T 51	75	75	75	75	75
PAV <sup>f</sup> Aging, Temperature, °C	R 28	100	100	100	100	110
RTFO Test and PAV Aged Binder						
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T 315	22 <sup>d</sup> 5000	31 <sup>d</sup> 5000	28 <sup>d</sup> 5000	22 <sup>d</sup> 5000	34 <sup>d</sup> 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, Mpa Minimum M-value	T 313	-12 300 0.300	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300

**Notes:**

- a. Use as asphalt rubber base stock for high mountain and high desert area.
- b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- c. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- d. Test the sample at 3°C higher if it fails at the specified test temperature. G\*/sin(delta) remains 5000 kPa maximum.
- e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T 240 or ASTM Designation: D 2872. The residue from mass change determination may be used for other tests.
- f. "PAV" means Pressurized Aging Vessel.

Performance graded polymer modified asphalt binder (PG Polymer Modified) is:

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Performance Graded Polymer Modified Asphalt Binder <sup>a</sup>

Property	AASHTO Test Method	Specification Grade		
		PG 58-34 PM	PG 64-28 PM	PG 76-22 PM
<b>Original Binder</b>				
Flash Point, Minimum °C	T 48	230	230	230
Solubility, Minimum % <sup>b</sup>	T 44 <sup>c</sup>	98.5	98.5	98.5
Viscosity at 135°C, <sup>d</sup> Maximum, Pa·s	T 316	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 1.00	64 1.00	76 1.00
RTFO Test , Mass Loss, Maximum, %	T 240	1.00	1.00	1.00
<b>RTFO Test Aged Binder</b>				
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	76 2.20
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum (delta), %	T 315	Note e 80	Note e 80	Note e 80
Elastic Recovery <sup>f</sup> , Test Temp., °C Minimum recovery, %	T 301	25 75	25 75	25 65
PAV <sup>g</sup> Aging, Temperature, °C	R 28	100	100	110
<b>RTFO Test and PAV Aged Binder</b>				
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T 315	16 5000	22 5000	31 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, MPa Minimum M-value	T 313	-24 300 0.300	-18 300 0.300	-12 300 0.300

Notes:

- a. Do not modify PG Polymer Modified using acid modification.
- b. The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."
- c. The Department allows ASTM D 5546 instead of AASHTO T 44
- d. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- e. Test temperature is the temperature at which G\*/sin(delta) is 2.2 kPa. A graph of log G\*/sin(delta) plotted against temperature may be used to determine the test temperature when G\*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G\*/sin(delta) is 2.2 kPa. The Engineer also accepts direct measurement of (delta) at the temperature when G\*/sin(delta) is 2.2 kPa.
- f. Tests without a force ductility clamp may be performed.
- g. "PAV" means Pressurized Aging Vessel.



# **Amendments to the State of California, Department of Transportation May 2006 Standard Specifications**

## **SAMPLING**

Provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. Make the sampling device accessible between 24 and 30 inches above the platform. Provide a receptacle for flushing the sampling device.

Include with the sampling device a valve:

1. Between 1/2 and 3/4 inch in diameter
2. Manufactured in a manner that a one-quart sample may be taken slowly at any time during plant operations
3. Maintained in good condition

Replace failed valves.

In the Engineer's presence, take 2 one-quart samples per operating day. Provide round, friction top, one-quart containers for storing samples.

## **92-1.03 EXECUTION**

If asphalt is applied, you must comply with the heating and application specifications for liquid asphalt in Section 93, "Liquid Asphalts."

## **92-1.04 MEASUREMENT**

If the contract work item for asphalt is paid by weight, the Department measures asphalt tons by complying with the specifications for weight determination of liquid asphalt in Section 93, "Liquid Asphalts."

The Engineer determines the asphalt weight from volumetric measurements if you:

1. Use a partial asphalt load
2. Use asphalt at a location other than a mixing plant and no scales within 20 miles are available and suitable
3. Deliver asphalt in either of the following:
  - 3.1. A calibrated truck with each tank accompanied by its measuring stick and calibration card
  - 3.2. A truck equipped with a calibrated thermometer that determines the asphalt temperature at the delivery time and with a vehicle tank meter complying with the specifications for weighing, measuring, and metering devices in Section 9-1.01, "Measurement of Quantities"

If you furnish hot mix asphalt from a mixing plant producing material for only one project, the Engineer determines the asphalt quantity by measuring the volume in the tank at the project's start and end provided the tank is calibrated and equipped with its measuring stick and calibration card.

The Engineer determines pay quantities from volumetric measurements as follows:

1. Before converting the volume to weight, the Engineer reduces the measured volume to that which the asphalt would occupy at 60 °F.



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# **Federal Requirements**

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**ATTACHMENT A SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS**

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**GENERAL.**—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

**PERFORMANCE OF PREVIOUS CONTRACT.**—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION.**—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.**—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture \_\_\_\_\_  
\_\_\_\_\_

2. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_

3. Phone number of joint venture \_\_\_\_\_  
\_\_\_\_\_

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) \_\_\_\_\_  
\_\_\_\_\_

a. Describe the role of the DBE firm in the joint venture.  
\_\_\_\_\_

b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: \_\_\_\_\_  
\_\_\_\_\_

5. Nature of the joint venture's business \_\_\_\_\_  
\_\_\_\_\_

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? \_\_\_\_  
\_\_\_\_\_

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions \_\_\_\_\_  
\_\_\_\_\_

b. Management decisions, such as:

1. Estimating \_\_\_\_\_  
\_\_\_\_\_

2. Marketing and sales \_\_\_\_\_  
\_\_\_\_\_

3. Hiring and firing of management personnel \_\_\_\_\_  
\_\_\_\_\_

4. Purchasing of major items or supplies \_\_\_\_\_  
\_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_  
\_\_\_\_\_

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

**Affidavit**

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm	Name of Firm
Signature	Signature
Name	Name
Title	Title
Date	Date

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. 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 DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, 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 section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Use of United States –flag vessels:

The contractor agrees –

(1) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**Female and Minority Goals**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**Minority Utilization Goals**

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehema	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties:	19.1 26.1 23.6

	CA Kings; CA Madera; CA Tulare	
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

### Training

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of \_\_\_\_\_:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County of \_\_\_\_\_'s approval for this submitted information before you start work. The City/County of \_\_\_\_\_ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - 1.1. Meet the your equal employment opportunity responsibilities
  - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
  - 2.1. Contribute to the cost of the training
  - 2.2. Provide the instruction to the apprentice or trainee
  - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under this section.

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(To be used, when applicable, in Federal-aid projects. Required for Federal Highway Projects with 100 or more working days. Calculate number of trainees as follows:  
Per LAPM, Chapter 12, Plans, Specs & Estimates

#### FEDERAL TRAINEES (ON-THE-JOB TRAINING)

On selected federal-aid highway construction projects, “Federal Trainee” or “On-the-Job (OJT) Training” special provisions (included in Exhibit 12-E, Attachment N) must be included in the contract provisions to establish the number of trainees for the construction contract.

The main objectives of the Federal Trainee/OJT Program are to:

- Provide training for women and minorities which will upgrade their job skills, thereby increasing their access to higher-paying trade jobs and journeyman-level positions and
- Ensure that a diverse work force will meet future labor needs in the construction industry.

Filling training positions on each project must focus on hiring women and minorities, but not exclude anyone. If a contractor cannot meet the OJT objectives, direct recruitment efforts must be documented to show an effort at OJT compliance.

The major components of an OJT program include:

- The local agency must include the required federal training special provisions in the PS&E package if the project size and duration warrant an OJT program.
- The local agency should select contracts that contribute to the “Contract Training Goals.” These contracts must show the number of trainees, number of trainees upgraded to journeyman and level of skills.
- The local agency must review the training programs proposed by contractors. Approval or rejection is based on the legitimacy of the job-skill classifications proposed and the number of training hours specified.
- Caltrans must determine if statewide OJT is effective.
- The Contractor is responsible for recruitment and selection of trainees.
- The Contractor must evaluate training based on an approved training program.
- The contractor shall report the number of trainees and jobs using Form PR1391 “Federal-aid Highway Construction Contractors EEO Report” to the local agency. The local agency shall forward Form PR1391 to the Caltrans District Labor Compliance Officer (see Exhibit 16-O of this manual).
- OJT provision costs are reimbursed by the FHWA in accordance with the Federal Requirement Training Special Provisions” included in selected contracts. Required trainees/apprentices are to be funded on the bidding schedule or by change order at \$0.80/hour; or the training program can be a bid item with the same reimbursement ratio as the construction project. OJT support services include recruiting, counseling, remedial training, and OJT program administration by others.
- If the Contractor does not show a good faith effort to provide acceptable training to the trainees specified, a sanction may be applied. Sanctions may include withholding progress payments if effective on-the-job training is not provided.

In California, federal “trainees” are considered registered apprentices. There are relatively few crafts in highway work, which utilize apprentices—bricklayers, carpenters, cement masons, electricians, equipment operators, ironworkers, pile bucks, and a few others. There are no apprentice teamsters or laborers. The ratio of journeymen to apprentices is generally 5 to 1.



With these thoughts in mind, the number of trainees established for a project should be determined by examining the extent of only that work which will be done by the apprenticeable crafts. The following procedure may be used as a guide for establishing the number of trainees for a federal-aid project.

1. If the job has less than 100 working days---no trainees.
2. Add the individual totals for the following items in the Engineer's Estimate:
  - • Excavation of all kinds
  - • Embankment and backfill (but not imported borrow)
  - • Portland cement concrete, all classes except precast items
  - • Bar reinforcing steel and prestressing steel
  - • Drive piling
  - • Sound walls, masonry blocks
  - • Retaining walls, bin walls, etc.
  - • Concrete box culverts
  - • Highway lighting
  - • Signal systems, loop detectors
  - • Electrical work for pumps, landscaping, etc.
  - • Erect structural steel (but not "Furnish")
  - • L.S. items for buildings, restrooms, etc.

3. Using the total obtained above, determine the number of trainees from the following table:

Number of Federal Trainees			
\$ Value	No. Trainees	\$ Value	No. Trainees
Under \$200,000	0	\$3,000,000	7
400,000	1	4,000,000	8
700,000	2	5,000,000	9
1,000,000	3	6,500,000	10
1,500,000	4	8,000,000	11
2,000,000	5	10,000,000	12
2,500,000	6		
		Over \$10,000,000 add 1 trainee per \$5,000,000	

)  
\*Insert number of trainees.

## FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

**FEDERAL REQUIREMENT TRAINING SPECIAL PROVISION.** -- As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be \_\_\_\_\_.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training

requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by

him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerktypists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some

offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training. Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein.

This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the

Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees or apprentices be

on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed. The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

# **PROPOSAL AND AGREEMENT**

## **PROPOSER'S CHECKLIST (ENGINEERING PROJECTS)**

The following checklist is offered for the proposer's information and use in preparing the proposal. This checklist is not to be considered as part of the contract documents. Proposer is cautioned that deleting or not submitting a form supplied in the proposal documents (even if the form does not require signature) may result in an irregular proposal.

### **P- 2, PROPOSAL SHEET**

Price for each item. Price for additive, deductive, supplemental or alternate items. Make no additions such as "plus tax", "plus freight", or conditions such as "less 2% if paid by 15th". Use ink or typewriter.

### **P- 3, ABBREVIATIONS / INSTRUCTIONS / INFORMATION**

Provided for the proposer's information.

### **P- 4.1, SIGNATURE PAGE - READ THE NOTICES AND NOTES**

Provide contract license information.

State business name and if business is a:

Corporation - list officers

Partnership - list partners

Joint Venture - list members; if members are corporations or partnerships, list their officers or partners.

Individual - list Owner's name and firm name style

Signature of Proposer - Proposal Must Be Signed!

Corporation - by an officer

Partnership - by a partner

Joint Venture - by a member

Individual - by the Owner

If signature is by a Branch Manager, Estimator, Agent, etc., the proposal must be accompanied by a power of attorney authorizing the individual to sign proposals, otherwise the proposal may be rejected.

Business Address - Firm's Street Address

Mailing Address - P.O. Box or Street Address

**P- 4.2, NON COLLUSION AFFIDAVIT**

Must be completed, signed, and returned with proposal.

**P-5, SUBCONTRACTOR LIST**

One firm for each type of work to be subcontracted. Fill out as completely as possible. Name, location and description of work is required.

Failure to list subcontractors as required may result in a penalty being assessed against the awarded Prime Contractor in accordance with Section 4110 of the California Public Contract Code.

**P-6, Federal Provisions Certifications and Forms**

**P-7, GUARANTY OF WORK**

Complete and return with proposal.

hereinafter called the Owner

**EMERGENCY REPAIR OF LEVEE BREAK  
AT PACHECO CREEK**

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006 and with the Standard Plans dated May 2006, of the State of California, Department of Transportation insofar as the same may apply and in accordance with these special provisions.

Amendments to the Standard Specifications shall not apply except to the extent, if any, set forth as "Amendments to the State of California, Department of Transportation May 2006 Standard Specifications" in the "Project Details" Section of these special provisions or as otherwise set forth elsewhere in these special provisions.

The undersigned declares that the only persons, or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this proposal is accepted, that he will contract with the Owner to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following unit prices, to-wit:





## ABBREVIATIONS USED IN ENGINEER'S ESTIMATE AND PROPOSAL SHEETS

CF - Cubic Foot	SACK – Sack
CY - Cubic Yard	STAYD - Station Yard
EA - Each	SF - Square Foot
LB(S) - Pounds	SY - Square Yard
LF - Linear Foot	TON - Ton
LS - Lump Sum	

(F) - Final Pay Quantity                      (S) - Specialty Item  
(S-F) - Specialty Item and Final Pay Quantity

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The Contract proposal is for the entire work. The total of unit basis items will be determined by extension of the item price based on the estimated quantity set forth for the item.

Set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price based on the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

**PROJECT: Emergency Repair of Levee Break at Pacheco Creek**

FIRM NAME \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensed in accordance with an act providing for the registration of Contractors,  
Class \_\_\_\_\_ License No. \_\_\_\_\_ Expires \_\_\_\_\_

\_\_\_\_\_  
Signature of Proposer Dated

**NOTE:** If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if proposer is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if proposer is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner; otherwise, the proposal will be disregarded as irregular and unauthorized.

BUSINESS ADDRESS: \_\_\_\_\_  
Zip Code

MAILING ADDRESS: \_\_\_\_\_  
Zip Code

BUSINESS PHONE: (\_\_\_\_\_) \_\_\_\_\_ FAX NUMBER: (\_\_\_\_\_) \_\_\_\_\_

**PROJECT: Emergency Repair of Levee Break at Pacheco Creek**

To the Board of Supervisors, County of San Benito:

**NONCOLLUSION AFFIDAVIT**

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH PROPOSAL\*

\_\_\_\_\_  
(Printed or Typed Name)

being first duly sworn, deposes and says that he or she is

\_\_\_\_\_  
(Owner, Partner, Corporate Officer (list title), Co-Venturer)

of \_\_\_\_\_  
(Entity)

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, 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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Dated)

(Title 23 United States Code Section 112)

(Calif Public Contract Code Section 7106; Stats.1988, c. 1548, Section 1.)

\* NOTE: Completing, signing, and returning the Noncollusion Affidavit is a required part of the Proposal. Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution.

**PROJECT: Emergency Repair of Levee Break at Pacheco Creek**

**CONTRACTOR:** \_\_\_\_\_

**SUBCONTRACTORS:**

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of **one-half of one percent of the total bid presented herewith or \$10,000, whichever is greater.** Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board. Submission of subcontractor's name, location of business and description of work is **REQUIRED**, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

**FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.**

**SUBCONTRACTOR:** \_\_\_\_\_

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid \_\_\_\_\_

**PROJECT: Emergency Repair of Levee Break at Pacheco Creek**

**CONTRACTOR:** \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid \_\_\_\_\_

**SUBCONTRACTOR:** \_\_\_\_\_

Business Address: \_\_\_\_\_

Class \_\_\_\_\_ License No. \_\_\_\_\_

Item No. or Description of Work: \_\_\_\_\_

Dollar Amount or Percentage of Total Bid \_\_\_\_\_

## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_ , has not \_\_\_been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**Public Contract Code Section 10162 Questionnaire**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

**Public Contract Code 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS.**

The bidder \_\_\_\_, proposed subcontractor \_\_\_\_, hereby certifies that he has \_\_\_\_, has not \_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he has \_\_\_\_, has not \_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(Company)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

**Proposal 6.2**



**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29  
DEBARMENT AND SUSPENSION CERTIFICATION**

The bidder \_\_, proposed subcontractor \_\_, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

( ) No Exceptions

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Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

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Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing the Proposal on the signature portion thereof shall also constitute signature of this Certification.

By my signature on this proposal, I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Bidder/Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

**Proposal 6.3**

## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant 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 undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding 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 of any Federal 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 of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>  a. contract  _____ b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>  a. bid/offer/application  _____ b. initial award  c. post-award</p>	<p><b>3. Report Type:</b>  a. initial filing  _____ b. material change  <b>For material change only:</b>  Year _____ quarter _____  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>  _____ Prime _____ Subawardee  Tier _____, if Known:   Congressional District, if known:</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>  Enter Name and Address of Prime:   Congressional District, if known:</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b>   CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>  \$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b>  <i>(if individual, last name, first name, MI):</i></p>	<p><b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i></p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p><b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____</p>	
<p><b>Federal Use Only</b></p>	<p><b>Authorized for Local Reproduction</b>  <b>Standard Form - LLL (Rev. 7-97)</b></p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

### Proposal 6.6

(This guaranty shall be executed by the Contractor in accordance with instructions in the special provisions. The bidder may execute the guaranty on this page at the time of submitting his bid.)

**G U A R A N T Y**

To the Owner: San Benito County

**PROJECT: Emergency Repair of Levee Break at Pacheco Creek**

The undersigned guarantees the construction and installation of the following work included in this project:

**ALL WORK**

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Contractor

## A G R E E M E N T

THIS AGREEMENT made at Hollister, in San Benito County, California, by and between Don Chapin Co. hereinafter called the Contractor, and the County of San Benito hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**ARTICLE I.** The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, but excluding such materials as are mentioned in the specifications to be furnished by the Owner, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, teamsters, subcontractors, artisans, machinists, and laborers required for:

### EMERGENCY REPAIR OF LEVEE BREAK AT PACHECO CREEK

all in strict compliance with the plans, drawings and specifications therefor prepared by the Owner, and other contract documents relating thereto.

**ARTICLE II.** The Contractor and the Owner agree that the Wage Scale (Prevailing Wages), the Specifications, the special provisions, the Project Details, the Addenda and Bulletins thereto, and the Proposal hereto attached, together with this Agreement, form the contract, and they are as fully a part of the contract as if hereto attached or herein repeated.

All portions of the Standard Specifications of the State of California, Department of Transportation, dated May 2006, which are not in conflict with this contract shall be deemed a part of the specifications as though fully therein set forth. No part of said special provisions which is in conflict with any portion of this agreement, or which is not actually descriptive of the work to be done thereunder, or of the manner in which said work is to be executed, shall be considered as any part of this agreement, but shall be utterly null and void.

**ARTICLE III.** The Owner agrees to pay the Contractor in current funds for the performance of the contract the sum of \_\_\_\_\_  
**AND xx/100 DOLLARS ( \_\_\_\_\_ )** it being understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal, except where provisions are made in the contract documents whereby the estimated quantities shall constitute the final quantity; that upon completion of the project the final contract prices shall be revised by change order, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor's Proposal hereto attached. Payments on account thereof will be made as set forth in the special provisions.

**PROJECT: Emergency Repair of Levee Break at Pacheco Creek**

**ARTICLE IV.** If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, then the Owner may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, and unless within five days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefor. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

**ARTICLE V.** With respect to any work required to be done under this contract, the Contractor will indemnify and hold harmless the COUNTY OF SAN BENITO, STATE OF CALIFORNIA, UNITED STATES OF AMERICA, and all other participating public agencies, whether or not said agencies are named herein, who have jurisdiction within the areas in which the work is to be performed, and all officers and employees of the Owner, the County, the State, the United States and said other participating agencies, and the owner(s) of the real property upon which the work is to be performed, from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to the Owner, County, State, United States, said other participating agencies, or owner(s) of the real property upon which the work is to be performed, in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or employees under this Agreement, and from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents or employees under this Agreement. In addition, CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting from non-compliance herein on the part of CONTRACTOR.

**PROJECT: Emergency Repair of Levee Break at Pacheco Creek**

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000.00). This policy shall be issued on a per occurrence basis. County may require specific coverage including completed operations, product liability, contractual liability, XCU, fire legal liability or any other liability insurance deemed necessary because of the nature of the contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage should include owned and non-owned vehicles used in connection with this Agreement and all applicable endorsements.

C. Professional Liability

If CONTRACTOR is a licensed professional or employs professional staff, (e.g., Architect, Engineer, Surveyor, etc.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate with a provision for 3 year tail coverage.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

**Prior to commencing with construction of the project, the Contractor will be required to provide proof of such insurance.**

Such Commercial General Liability insurance shall name the COUNTY OF SAN BENITO, STATE OF CALIFORNIA, UNITED STATES OF AMERICA, and the officers, agents, and employees of the COUNTY, STATE and UNITED STATES, individually and collectively, and the owner(s) of the real property upon which the work is to be performed, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, STATE and UNITED STATES, and the officers, agents and employees of COUNTY, STATE and UNITED STATES, and the owner(s) of the real property upon which the work is to be performed, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY, STATE, UNITED STATES and the owner(s) of the real



**PROJECT: Emergency Repair of Levee Break at Pacheco Creek**

property upon which the work is to be performed. CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance policy naming COUNTY, STATE, UNITED STATES, and the owner(s) of the real property upon which the work is to be performed, as additional insureds and providing for a thirty (30) day prior written notice of cancellation or change in terms or coverage.

Prior to the commencement of performing its obligations under this Agreement, CONTRACTOR shall provide certificates of insurance and upon request from COUNTY, formal endorsements for the foregoing policies, as required herein, to the County of San Benito, Resource Management Agency Director Brent Barnes, 2301 Technology Parkway, Hollister, California 95023, stating that such insurance coverage have been obtained and are in full force; that the County of San Benito, State of California, United States of America, and the officers, agents, and employees of the COUNTY, STATE and UNITED STATES, and the owner(s) of the real property upon which the work is to be performed, will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of San Benito, its officers, agents and employees, individually and collectively, the State of California, its officers, agents and employees, individually and collectively, the United States of America, its officers, agents and employees, individually and collectively, and the owner(s) of the real property upon which the work is to be performed, as additional insureds, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insureds shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, STATE, UNITED STATES, the officers, agents and employees of COUNTY, STATE, and UNITED STATES, and the owner(s) of the real property upon which the work is to be performed, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY, STATE, UNITED STATES and owner(s) of the real property upon which the work is to be performed.

In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A and FSC VIII or better.

The Certificate of Insurance shall be issued in triplicate, to the COUNTY OF SAN BENITO and all other participating agencies, whether or not said agencies are named herein, who contribute to the cost of the work or have jurisdiction over areas in which the work is to be performed and all officers and employees of said agencies while acting within the course and scope of their duties and responsibilities.

**ARTICLE VI.** Contractor represents that he has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten days notice of cancellation. If Contractor self-insures Worker's Compensation, Certificate of Consent to Self-insure should be provided the Owner.

**PROJECT: Emergency Repair of Levee Break at Pacheco Creek**

**ARTICLE VII.** The Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a payment bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to the Owner and in the form prescribed by law.

The payment bond shall contain provisions such that if the Contractor or his subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This Contract, was awarded by the Board of Supervisors on \_\_\_\_\_. It has been reviewed by the Resource Management Agency and is in proper order for signature of the Chairman of the Board of Supervisors.

IN WITNESS WHEREOF, they have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
COUNTY OF SAN BENITO  
(OWNER)

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Taxpayer Federal I.D. No.)

By \_\_\_\_\_  
Chairman, Board of Supervisors

By \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
San Benito County Counsel's Office

By \_\_\_\_\_  
Shirley L. Murphy, Deputy County Counsel



# SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

## BOARD OF SUPERVISORS

MARGIE BARRIOS  
District One  
ANTHONY BOTELHO  
District Two  
ROBERT RIVAS  
District Three  
JERRY MUENZER  
District Four  
JAIME DE LA CRUZ  
District Five

**Item Number: 22.**

**MEETING DATE:** 2/21/2017

**DEPARTMENT:** TREASURER/TAX COLLECTOR

**DEPT HEAD/DIRECTOR:** Mary Lou Andrade

**AGENDA ITEM PREPARER:** Mary Lou Andrade

**SBC DEPT FILE NUMBER:** 685.2

**SUBJECT:**

**TREASURER-TAX COLLECTOR - M. L. ANDRADE**

Approval to rescind sale of Assessment Parcel No. 011-030-006-000.

SBC FILE NUMBER: 685.2

**AGENDA SECTION:**

CONSENT AGENDA

**BACKGROUND/SUMMARY:**

Assessment 011-030-006-000 was first offered for sale in the Tax-defaulted property auction sale of August 14-18, 2015. No bids were received. It was then offered and sold the following year in Tax-defaulted property auction sale dated May 19-23, 2016. Per state statute, when a tax deed to a purchaser of property sold by the tax collector is recorded and it is determined that the property should not have been sold, the sale may be rescinded by the board of supervisors with the written consent of the county legal adviser and consent of the purchaser of the property. In this case, the deed was never recorded per recommendation of legal counsel because the owner came forth to dispute the sale of his property prior to the recordation of the deed. Subsequently, legal counsel recommended that sale be rescinded because adequate notice was not provided to the owner prior to the second sale. The property is land only. The buyer has signed a consent to rescind the sale. Legal counsel has provided a written recommendation.

**BUDGETED:**

No

**SBC BUDGET LINE ITEM NUMBER:**

n/a

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Recommended that Board of Supervisors grant approval to rescind sale of assessment no. 011-030-006-000 and direct the Auditor and Tax Collector to refund the proceeds, along with interest at the County's pooled rate, of the sale to the buyer.

**ADDITIONAL PERSONNEL:** No

**ATTACHMENTS:**

Description	Upload Date	Type
report of sale	2/11/2017	Backup Material
Letter of Consent by Purchaser	2/2/2017	Cover Memo
Tax Collector Letter	2/2/2017	Cover Memo



**County of San Benito**  
 440 Fifth Street, Courthouse Room 107  
 Hollister, California 95023-3894

**Mary Lou Andrade**  
 Treasurer - Tax Collector  
 Public Administrator

Tax Collector (831) 636-4034  
 Treasurer/Public Administrator (831) 636-4043  
 Facsimile (831) 636-4014

**REPORT OF SALE OF TAX-DEFAULTED PROPERTY**

SAN BENITO COUNTY, California  
 January 25, 2017

To the Treasurer, Auditor and Assessor of  
 SAN BENITO County

In accordance with the provisions of the Revenue and Taxation Code, you are hereby notified of the disposition of  
 the following - described property:

Tax-defaulted on 06-30-2007, for delinquent taxes of \$ 34,042.04 Default No. DEF-078-802-412  
 Notice of Power to Sell was recorded August 6, 2014 with Recorder Document No. 2014-0006188

Current secured roll assessment parcel number: 011-030-006-000  
 Last assessee and last known address:

RENTERIA, AURELIO  
 -  
 WATSONVILLE, CA 95076-2503

Date of sale	<u>05/20-23/2016</u>	Date of deed to purchaser	<u>N/A</u>	Document No.	<u>N/A</u>
Total sales price	<u>\$ 51,010.10</u>				
Overpayment Amount	<u>\$ 4.90</u>				
Total Payment Received	<u>\$ 51,015.00</u>				
Less:		Cost of Advertising	<u>\$ 132.42</u>		
		Cost of recording fee	<u>\$ 18.00</u>		
		State Fee	<u>\$ 1.50</u>		
		Property Tax Payments	<u>\$ 49,465.86</u>		
		Other Fees	<u>\$ 995.43</u>		
		Balance to Delinquent Tax Sale Trust Fund	<u>\$ 340.79</u>		
		Transfer tax collected	<u>\$ 56.10</u>		

Sold To: GREGORY ZIMMER  
SAN JOSE, CA 95118

Where no sale was made on the above-described property, I report the following:

\_\_\_\_\_ Redeemed on \_\_\_\_\_  
 \_\_\_\_\_ Objection of taxing agency. Name \_\_\_\_\_  
 \_\_\_\_\_ No bids received \_\_\_\_\_  
 \_\_\_\_\_ Other: \_\_\_\_\_

Mary Lou Andrade, San Benito County Tax Collector  
 State of California

December 5, 2016

Greg Zimmer  
5617 Waltrip Ln.  
San Jose, Ca 95118

Dear Mr. Zimmer,

As the highest bidder for the property assessment; 011-030-006-000 located at 0 Chittenden Rd. in the [www.Bid4Assets.com](http://www.Bid4Assets.com) online tax sale auction held at 8:00 a.m. on August 14, 2015, and closed on August 17, 2015, this letter is to inform you that we intend to rescind the sale due to the indication that the prior owner will challenge the sale based on improper notice and it is in San Benito County's best interest to rescind.

Please consent to this rescission by signing and forwarding this document to us in the self-addressed stamped envelope provided to expedite the process of rescission.

A refund will be issued to you for the purchase amount of the property plus interest at the county pool apportioned rate as specified in Section 5151 of the Revenue and Taxation code from the date of the purchase of the property. Please expedite so as not to delay a refund any further.

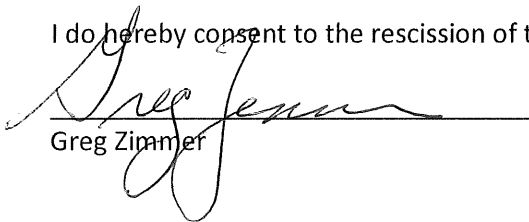
I truly apologize for this inconvenience.

Sincerely,

Mary Lou Andrade  
Treasurer-Tax Collector-Public Administrator

Cc; Joe Paul Gonzalez, Auditor-Clerk-Recorder-Registrar of Voters  
San Benito County Board of Supervisors  
Matt Granger, County Counsel  
Barbara Thompson, Assistant County Counsel

I do hereby consent to the rescission of the above described tax sale.

  
\_\_\_\_\_  
Greg Zimmer

1/3/17  
\_\_\_\_\_  
Date



# County of San Benito

440 Fifth Street, Courthouse Room 107  
Hollister, California 95023-3894

**Mary Lou Andrade**

Treasurer - Tax Collector  
Public Administrator

Tax Collector (831) 636-4034  
Treasurer/Public Administrator (831) 636-4043  
Facsimile (831) 636-4014

February 2, 2017

The date of sale specified in the consent letter by the purchaser dated Dec. 5, 2016 referenced sale date of August 14-17, 2015 which was the first sale in which the assessment was offered but no bids were received. Technically, it was sold at the second sale offered in May 19-23, 2016.

Please refer to Report of Sale document attached, form IAF-13.

Truly,

Mary Lou Andrade

Treasurer-Tax Collector-Public Administrator



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 23.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: OFFICE OF EMERGENCY SERVICES**

**DEPT HEAD/DIRECTOR: Kevin O'Neill**

**AGENDA ITEM PREPARER: Kevin O'Neill**

**SBC DEPT FILE NUMBER: 75.5**

**SUBJECT:**

**OFFICE OF EMERGENCY SERVICES - K. O'NEILL**

Kevin O'Neill will give an update on the state of flooding in San Benito County.

(1) Adopt Resolution Recognizing the Continuing Proclamation of a Local Emergency in San Benito County; (2) Ratifying Letting of Contracts to Remediate Local Emergency, (3) Confirming County Administrator's Authority to Enter Into Emergency Contracts Under Public Contracts Code 22050, (4) Finding that there is a Need to Continue Emergency Action Action; and (5) Finding Repair Work Exempt from CEQA As An Emergency Project. **(4/5 vote required)**

SBC FILE NUMBER: 75.5

RESOLUTION NO: 2017-22

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

At 12:00 P.M. on January 12, 2017, in the absence of the Director of Emergency Services and while the Board of Supervisors was not in session the Deputy Director of Emergency Services in response to major flooding in the North portion of San Benito County and rain damage/flooding throughout San Benito County, proclaimed a local emergency effective January 6, 2017. Per



Ordinance No. 833, the Board of Supervisors ratified the Proclamation issued by the Deputy Director on January 17, 2017.

Due to the recent Pacheco Creek Flooding and the effects heavy rainfall throughout San Benito County and the financial impact this event has had on the residents of the County and the County itself, the Deputy Director requested the Governor to Proclaim a State of Emergency for San Benito County.

On January 23, 2017, the Governor did proclaim a State of Emergency for the State of California, including the County of San Benito.

The attached Resolution extends the Proclamation of Local Emergency applies to entire County of San Benito. The Board is required to review and continue the state of local emergency at least once every 30 days until the Board terminates the state of local emergency. As a result, the Board will be presented with a similar resolution every month until the local emergency has been terminated. This resolution takes the action regarding under Public Contracts Code 22050, relating to the letting of emergency contracts. This resolution must be reviewed by the Board of Supervisors at every regular meeting until the need for emergency action terminates.

The two resolutions which were presented at the February 7, 2017 Board meeting, have been consolidated into a single resolution.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

The Office of Emergency Services Respectfully recommends:

1. Receive update on the flooding in San Benito County.
2. Adopt Resolution Recognizing the Continuing Proclamation of a Local Emergency in San Benito County, Ratifying Letting of Contracts to Remediate Local Emergency, Confirming County Administrator's Authority to Enter Into Emergency Contracts Under Public Contracts Code 22050, Finding that there is a Need to Continue Emergency Action; and Finding Repair Work Exempt from CEQA As An Emergency Project (4/5 vote).

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description

revised resolution

Upload Date

2/17/2017

Type

Resolution

**RESOLUTION NO. 2017-**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO (1) RECOGNIZING THE CONTINUING PROCLAMATION OF A LOCAL EMERGENCY IN SAN BENITO COUNTY (2) RATIFYING THE COUNTY ADMINISTRATOR'S LETTING OF CONTRACTS TO REMEDIATE LOCAL EMERGENCY; (3) CONFIRMING THE COUNTY ADMINISTRATOR'S AUTHORITY TO ENTER INTO EMERGENCY CONTRACTS PURSUANT TO PUBLIC CONTRACTS CODE 22050 WITHOUT COMPETITIVE BIDDING, (4) FINDING THAT THERE IS A NEED TO CONTINUE SUCH EMERGENCY ACTION, PURSUANT TO SECTION 22050 OF THE CALIFORNIA PUBLIC CONTRACT CODE; AND (4) FINDING THAT THE REPAIR WORK IS STATUTORILY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CEQA GUIDELINE SECTION 15269(c) FOR EMERGENCY PROJECTS (4/5 vote required)**

**WHEREAS**, California Government Code section 8630 and the San Benito County Code empower the County Administrator/Director of Emergency Services to proclaim the existence of a local emergency when San Benito County is affected or likely to be affected by a public calamity, subject to ratification by the Board of Supervisors at the earliest practicable time; and

**WHEREAS**, the Deputy Director of Emergency Services, acting at the direction of the County Administrator, found that conditions of extreme peril to the safety of persons and property had arisen within said County caused by the winter storm event starting on January 6, 2017, including the threat of flooding due to winter storms which necessitated the issuance of proclamation of a local emergency on January 12, 2017; and

**WHEREAS**, on January 17, 2017, the Board of Supervisors confirmed the Deputy Director's Proclamation of a local emergency; and,

**WHEREAS**, on January 23, 2017, the Governor of the State of California declared a State of Emergency for several counties within the State of California, including the County of San Benito; and,

**WHEREAS**, conditions of extreme peril continue to exist including highway and bridge damage, debris deposits, and damage and flooding to local residences caused by the heavy rains and the effects thereof, which constitute an imminent threat to public health and safety; and

**WHEREAS**, in both January and February 2017, another series of storms has caused additional flooding, including two additional levee breaches on or about February 7, 2017; and,

**WHEREAS**, the County Administrator/Director of Emergency Services determined that the locally available resources are inadequate to cope with the emergency and that it was necessary to request that the Governor proclaim a statewide emergency.

**WHEREAS**, Section 5.09.010 of the San Benito County Code provides that except as otherwise directed by law or the Board of Supervisors, competitive bidding is not required for emergency purchases required “in order to avoid a hazard to life or property...”; and,

**WHEREAS**, Section 5.09.015 of the San Benito County Code states, “Emergency purchases may be made by the Purchasing Agent or Assistant Purchasing Agent when a generally unexpected occurrence or unforeseen circumstances require an immediate purchase of material, supplies or equipment: (1) In order to avoid a hazard to life or property. . . or (4) In order to avoid economic loss to the county;” and,

**WHEREAS**, 5.09.015 of the San Benito County Code further states that “Emergency purchases shall be submitted to the Board of Supervisors for ratification at its next meeting; and,

**WHEREAS**, the Director of Emergency Services under San Benito County Code Chapter 11.01 is additionally authorized “to obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property and to bind the county for the fair value thereof. . .”; and,

**WHEREAS**, Public Contract Code Section 1102 defines an emergency as “a sudden unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services”; and,

**WHEREAS**, Public Contract Code Section 22050(a)(1) states, “In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts”; and,

**WHEREAS**, Public Contract Code Section 22050(b)(1) further provides that “The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, . . . or other nonelected agency officer, the authority to order any action pursuant to [Section 22050(a)(1)]”; and,

**WHEREAS**, Public Contracts Code Section 22050(b)(3) provides that if such action is taken, “that person shall report to the governing body, at its next meeting required pursuant to this section, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency”; and,

**WHEREAS**, Public Contract Code Section 22050(c)(2) further provides that “If a person with authority delegated pursuant [Section 22050(b)(1)] orders any action . . . the governing body shall initially review the emergency action... at its next regularly scheduled meeting . . . .

and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action; and,

**WHEREAS**, pursuant to Public Contract Code Section 22050(c)(3), the Board of Supervisors shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts; and,

**WHEREAS**, by unanimously adopting Ordinance 853 on April 27, 2010, the Board of Supervisors delegated to the County Administrative Officer the authority to make emergency purchases when generally unexpected occurrence or unforeseen circumstances require an immediate purchase of material, supplies or equipment in order to avoid a hazard to life or property; and,

**WHEREAS**, pursuant to the authority delegated under San Benito County Code, (1) on or about February 2, 2017, the County Administrative Officer let three contracts to Granite Construction Company in the amounts of not to exceed \$100,000, \$100,000 and \$25,000, respectively for debris removal, hauling of debris off-site, and site restoration for any damage caused by remediation activity; (2) on or about February 3, 2017, the County Administrative Officer entered into a contract with Graniterock in an amount not to exceed \$75,000 for emergency road repair; (3) on or about February 3, 2017, the County Administrative Officer authorized work with the Don Chapin Company by purchase order in an amount up to \$50,000 for building a temporary access road to access the levee; (4) on or about February 21, 2017, the County Administrative Officer will enter into a contract with Graniterock in an amount not to exceed \$50,000 for emergency road repair; and (5) in late February or early March 2017, the County Administrative Officer will let a contract with the Don Chapin Company for emergency levee repair work; and,

**WHEREAS**, because this emergency procurement exceeds \$10,000 and pursuant to Government Code 22050, the County Administrative Officer has presented this Resolution to the Board of Supervisors at its next available regular meeting; and,

**WHEREAS**, the County Administrative Officer hereby reports to the Board of Supervisors that, for the reasons set forth herein, and on the public record, that there was substantial evidence that the flooding and levee break were sudden unexpected occurrences that posed a clear and imminent danger to the surrounding neighborhood and the general public, requiring immediate action to prevent or mitigate the loss or impairment of life, health, or property; and,

**WHEREAS**, the County Administrative Officer also hereby reports to the Board of Supervisors that, for the reasons set forth herein, and on the public record, that there was substantial evidence that the emergency did not permit a delay resulting from a competitive solicitation for bids, and that emergency contracts were necessary to respond to the emergency; and,

**WHEREAS**, the Board of Supervisors has reviewed the County Administrative Officer’s emergency action and concurs with the County Administrative Officer’s findings and determinations; and,

**WHEREAS**, the Board of Supervisors accepts the report of the County Administrative Officer and finds that (1) there is a need to continue the action, (2) that the current state of emergency will not permit a delay resulting from a competitive solicitation for bids, and (3) the action taken by the County Administrative Officer as recited herein, was necessary to respond to the emergency.

**NOW THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BENITO DOES HEREBY RESOLVE AS FOLLOWS:**

**NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED**, that the “Proclamation Confirming the Deputy Director of Emergency Services’ Proclamation of the Existence of a Local Emergency” adopted by the Board of Supervisors on January 17, 2017, and continuing since that date due to the 2017 Winter Storm Event, is hereby extended for 30 days; and

**IT IS FURTHER PROCLAIMED AND ORDERED**, that during the existence of this local emergency, the powers, functions and duties of the County Administrator and the emergency management organization of the San Benito County Operational Area shall continue to be those prescribed by Federal law; State law; by ordinances, resolutions and the Code of the County of San Benito; and by the San Benito County/Operational Area Emergency Operations Plan approved by the San Benito County Board of Supervisors; and

**IT IS FURTHER PROCLAIMED AND ORDERED**, pursuant to Government Code section 8630, the Board of Supervisors shall review the need for continuing this local emergency at least once every thirty days until the Board of Supervisors terminates the local emergency; and

**IT IS FURTHER PROCLAIMED AND ORDERED AS FOLLOWS:**

1. The flooding and levee break constitutes an “emergency” under Public Contract Code Section 1102 and 22050 and Board of Supervisors hereby ratifies the County Administrative Officer’s determination in this regard and the actions taken to remediate the emergency; and,
2. The County Administrative Officer’s decision to waive the competitive bidding requirements pursuant to Public Contract Code Section 22050 is hereby ratified.
3. Until formally revoked, the Board expressly declares its delegation, and reaffirms its prior delegation, to the County Administrative Officer the authority to order action pursuant to paragraph (1) of subdivision (a) of California Public Contracts Code section 22050;
4. Pursuant to Public Contract Code Section 22050(c)(3), by a four-fifths vote, the Board of Supervisors finds that there is a need to continue the emergency action originally authorized by the County Administrative Officer; and,

5. The Board directs that such emergency action shall be reviewed by the Board of Supervisors at each subsequent regular Board of Supervisors' meeting to determine whether there is a need to continue the action, until the action is terminated; and,

6. The action from the contracts and purchase order referenced herein is exempt from the California Environmental Quality Act ("CEQA") (Pub. Res. Code, §§ 21000, et seq. and Title 14 of the California Code of Regulations, §§ 15000 et seq. ("State CEQA Guidelines")), pursuant to 14 Cal. Code of Regs. §15269 as an emergency project, and Resource Management Agency staff is hereby directed to file a Notice of Exemption with the San Benito County Clerk's Office.

**IT IS FURTHER PROCLAIMED AND ORDERD** that a copy of this proclamation be forwarded to the State Director of the Office of Emergency Services and all State and Federal legislators representing the County of San Benito.

**DULY PASSED AND ADOPTED** this 21st day of February, 2017 by the Board of Supervisors of the County of San Benito, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

**JAIME DE LA CRUZ**, Chair  
San Benito County Board of Supervisors

**ATTEST:**  
Chase Graves  
Clerk of the Board

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel's Office

By: \_\_\_\_\_

---

Barbara Thompson  
Assistant County Counsel



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

---

**Item Number: 24.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: PARKS AND RECREATION**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:** Chase Graves

**SBC DEPT FILE NUMBER:** 156

**SUBJECT:**

**BOARD OF SUPERVISORS**

Approve donation from Valerie Eglund of wood carving of San Benito County logo pursuant to the attached design.

SBC FILE NUMBER: 156

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

Parks and Recreation Commissioner, Valerie Eglund, has offered to donate a wood carving of the San Benito County logo to the San Benito County Board of Supervisors. If the attached design meets with the Boards approval she will begin the carving of the logo.

**BUDGETED:**



**SBC BUDGET LINE ITEM NUMBER:**

n/a

**CURRENT FY COST:**

n/a

**STAFF RECOMMENDATION:**

Approve donation from Valerie Egland of wood carving of San Benito County logo pursuant to the attached design.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description

Background Material

Upload Date

1/30/2017

Type

Backup Material

# VALERIE EGLAND

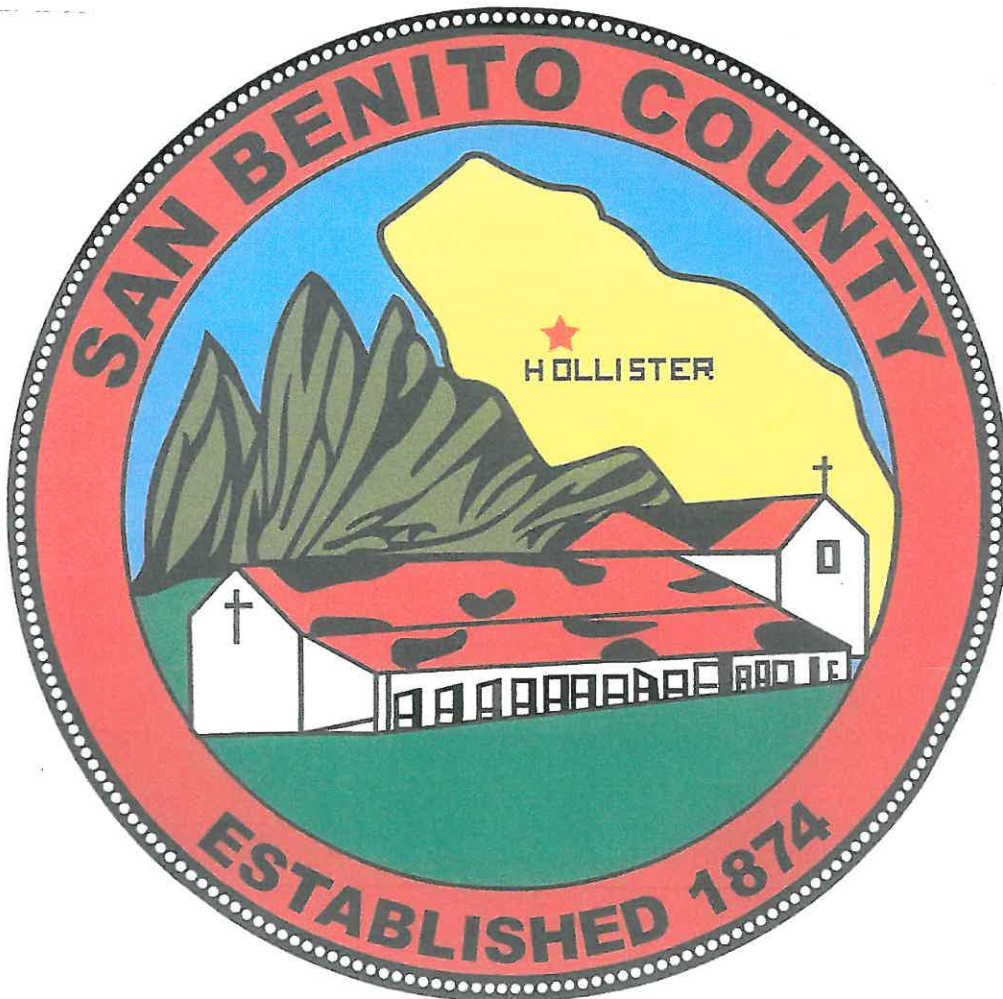
ECLIPSE ART ■ 870 SCHOOL ROAD ■ SAN JUAN BAUTISTA, CA 95045 ■ TEL 831-623-2664 ■ FAX 831-623-1719  
E-MAIL VEGLAND@HOLLINET.COM ■ WWW.VALERIEEGLAND.COM



Top: Back bar, oak motif, 2003, Santa Lucia Preserve golf clubhouse, Carmel, CA, carved redwood, 10' x 5' x 14".

Bottom: Crowning ornaments with the client's historic motifs, 1992-2003, private residence, carved and tinted wood, 5-6' x 18-20" x 2". Photographs: Charles Harris.







**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

---

**Item Number: 25.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: R. Espinosa**

**AGENDA ITEM PREPARER: Barbara Thompson**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**COUNTY ADMINISTRATIVE OFFICE - R. ESPINOSA**

Update on jail project construction funding. Receive update on Community Corrections Partnership (CCP)'s decision regarding debt service of County loan for construction costs. Grant approval for the Auditor to provide assurances to the State regarding funding and, as necessary, provide direction to staff.

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

n/a

**CURRENT FY COST:**

n/a

**STAFF RECOMMENDATION:**

Grant approval for the Auditor to provide assurances to the State regarding funding.

**ADDITIONAL PERSONNEL:**



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

---

**Item Number: 26.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: Ray Espinosa**

**AGENDA ITEM PREPARER: Chase Graves**

**SBC DEPT FILE NUMBER: 119**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

County Administrative Officer, Ray Espinosa, will present the Year End Report for 2016 to Board.  
SBC FILE NUMBER: 119

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Receive Year End Report for 2016 from the County Administrative Officer.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
2016 YEAR END REPORT	2/15/2017	Cover Memo



# 2016 YEAR END REPORT

BY: RAY ESPINOSA



# ADMINISTRATION & INTERNAL SERVICES



- Successfully approved Resolution of Intent to enter Monterey Bay Community Choice Power Cooperative.
- Successfully completed the LSSI Library Needs Assessment.

# FINANCE



- Successfully installed and began utilizing Workiva software, which allowed for greater efficiency in the budgetary process.
- ERP- Departments can now enter their own budgets.

# CLERK OF THE BOARD



- Created a Countywide Records Retention Schedule
- Successfully installed and launched Laserfiche records management software
  - All current contracts and assessment appeals have been scanned into Laserfiche and metadata entry has begun.

# HUMAN RESOURCES



- CalPers Health Plan exit and enrollment in CSAC EIA.
- Implementing ACA Reporting.
- Successfully converted to E-Timesheets.

# OFFICE OF EMERGENCY SERVICES



- Held large Multi-Jurisdictional Active Shooter Exercise
- Initiated Emergency Operations Center Training Program that included 3 State accredited sources



# DEPARTMENTAL ACCOMPLISHMENTS & ADMINISTRATIVE SUPPORT

# RESOURCE MANAGEMENT AGENCY



- Completed purchase of property for Homeless Services Center
- Completed design of Hospital Road Bridge
- Adopted General Plan Housing Element
- Completed Pavement Management System Study
- Completion of supplemental work order for Accela at RMA

# COUNTY COUNSEL'S OFFICE



- MOU with the Hollister High School District and the City of Hollister relating to River Parkway and Nash Road
- Legal work related to purchase of 1161 San Felipe Road
- Negotiation of Chispa preannexation agreement
- Resolution of litigation related to Health and Safety Element of General Plan



# BEHAVIORAL HEALTH DEPARTMENT



- Successfully completed transition from DSM to ICD-10 diagnostic coding, which was essential for financial reimbursement claiming for services that have been provided to clients.
- Extensive 4-day Interpreter Training for staff that provide Spanish language interpreting.

# San Benito County Regional Department of Child Support Services



- Staffed an educational booth and the Hollister Farmers Market
- Participated in the local Nation Night Out event

# TAX COLLECTOR - TREASURER



- Procured a remittance processor to help with reducing staff time spent in processing mail payments
- Selected a new bank and all County accounts were transferred over and finalized.

# PROBATION DEPARTMENT



- Contracted with SacredRok program to engage at risk youth in professionally guided tours of Pinnacles National Park
- Juvenile Hall Art Project – mural at Juvenile Hall created by the youth
- Passed biennial inspection of Juvenile Hall by the California Board of State and Community Corrections



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

---

**Item Number: 27.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: RESOURCE MANAGEMENT AGENCY**

**DEPT HEAD/DIRECTOR: Brent Barnes**

**AGENDA ITEM PREPARER: Brent Barnes**

**SBC DEPT FILE NUMBER: 105**

**SUBJECT:**

**RESOURCE MANAGEMENT AGENCY - B. BARNES**

Resource Management Agency (RMA) Approval of Organizational Structure and Deputy Director – Resource Management Agency Position.

SBC FILE NUMBER: 105

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

On December 13, 2016, the Board of Supervisors approved Ordinance No. 953, creating the San Benito County Resource Management Agency (RMA). The RMA is comprised of 3 divisions, Planning and Building Services, Public Works, and Integrated Waste Management, and is headed by the Agency Director. Within the divisions, management oversight is currently provided by a Principal Planner, a Senior Engineer, and a (contract) Integrated Waste Management Administrator. Administrative functions are shared among the 3 divisions; the attached organizational chart illustrates a high-level view of the future organization of the RMA. This chart depicts the ultimate organization including three (3) proposed deputy director positions.

To provide additional management oversight over the short term, enhance customer service, advance a number of deferred or outsourced programs (e.g., parks planning, integrated waste management), and undertake new priority programs (e.g., affordable housing, cannabis regulation), it is desirable to create one of the Deputy Director positions within the RMA at this time. The RMA Director would retain strategic management oversight for the agency and the new Deputy Director would directly oversee one or more divisions within the agency. For example, a "Green Resources" division would be created to include integrated waste management, parks planning, and cannabis regulation. The Deputy Director for that division would also oversee the combined RMA administrative functions (contracts, accounting, audit). The Deputy Director position(s) will allow the Director-Resource Management Agency to focus on strategic planning, advocacy for County interests, building partnerships with legislators, and other outside officials rather than managing the day to day operations of the Agency.

The attached job description for the Deputy Director – Resources Management Agency has been developed for approval. The proposed salary for this position has a top step (G) of \$10,870 (monthly) with lower steps set at 5% intervals. The additional cost of this position will be funded with salary savings during this fiscal year; the costs for this position will be included in the FY 2017/18 budget.

This class specification and salary has been reviewed with MEG who has expressed no opposition.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

\$39,261.80

**STAFF RECOMMENDATION:**

It is respectfully recommended that the Board:

1. Review and approve the Resource Management Agency (RMA) Organizational Structure in concept;
2. Review and approve the RMA Deputy Director job specification;
3. Approve addition of 1.0 FTE Deputy Director - Resource Management Agency in the RMA, and direct staff to amend the position allocation schedule accordingly.
4. Approve an amendment to the Class Title and Pay Plan to add the salary for the Deputy Director - Resource Management Agency

**ADDITIONAL PERSONNEL:** Yes, No

**ATTACHMENTS:**

**Description**

RMA Deputy Director class spec

RMA Org Chart 2.21.17

**Upload Date**

2/10/2017

2/15/2017

**Type**

Backup Material

Cover Memo



## DEPUTY DIRECTOR – RESOURCE MANAGEMENT AGENCY

### DEFINITION

Under general direction, to assist with planning, organizing, and managing the County Resource Management Agency; to assist with Agency budget development and control; to be responsible for supervision, service evaluation, guidance, staffing, and evaluation of one or more divisions in the Agency including Planning, Public Works, Administration, and Integrated Waste Management; to serve as a liaison with community, regional, or State agencies; to act in the Director's absence and to do related work as required.

### DISTINGUISHING CHARACTERISTICS

This is a management classification for the position assisting the Director, Resource Management Agency with the management and administration of the Agency and providing direct supervision for an assigned Division in the Agency.

### REPORTS TO

Director, Resource Management Agency

### CLASSIFICATIONS SUPERVISED

A variety of professional, technical, and office support staff, within the Agency.

**EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES** *(The following is used as a partial description and is not restrictive as to duties required.)*

- Assists with planning, organizing, directing, and managing the functions and services of the Resource Management Agency
- Consults with the Director, Resource Management Agency and makes recommendations regarding Agency issues and services
- May be assigned the management of one or more Agency Divisions
- Plans, assigns, and schedules work for Division staff;
- May act for the director in his/her absence
- Selects, supervises, and evaluates assigned staff; provides consultation regarding special problems and issues for Division staff
- Serves as a member of the administrative team in setting Agency goals and objectives
- Assesses County planning, infrastructure, facilities, and operational needs and develops services to meet those needs
- Assist with establishing Agency operating standards, policies, and procedures to comply with laws, statutes, and funding source requirements; assists with the design and implementation of complaint and grievance processes
- Supervises, directs, and consults with staff regarding the delivery of client services
- Designs and implements community outreach efforts
- Develops and implements staff training
- Provides oversight and direction for a variety of Agency programs and services
- Assists with development and monitoring of the Agency/Division budget
- Prepares and submits grant proposals
- Monitors grants, submitting requisite activity reports and grant modifications; prepares and reviews contracts/subcontracts
- Reviews and approves payment claims, as delegated
- Provides direction for development and maintenance of records and reports
- Provides staff support and coordination for boards and committees



- Represents the Agency and participates in regional sub-committees and work groups; develops proposals for securing additional funding to maintain or develop Agency/Division services
- Participates in decisions regarding the allocation of limited service resources
- Represents the Agency with other County departments, community organizations, and other government agencies
- Other duties as assigned

**MINIMUM QUALIFICATIONS**

**Knowledge of:**

- Thorough knowledge of the functions, services, and operations of the Resource Management Agency
- Current concepts and techniques of community development, infrastructure systems management, public administration, or environmental resource management
- Laws, rules and regulations governing planning, environmental review, integrated waste management, infrastructure design and maintenance, procurement, or public contracting
- Goals, purposes, policies, procedures and programs of the County's Resource Management Agency
- Principles of budget development and fiscal control
- Principles of program development and evaluation
- Grant development and administration
- Principles of staff supervision, training, and evaluation

**Ability to:**

- Assist the Director, Resource Management Agency with the management and administration of the Agency
- Act in the absence of the Director, Resource Management Agency
- Plan, organize, and manage the functions and operations of one or more divisions within the Agency
- Interpret, explain and apply a variety of Federal, State and County policy directives, rules, procedures and regulations
- Supervise, train, evaluate and motivate assigned professional and support staff
- Direct the establishment and maintenance of a variety of administrative, fiscal, and program records and reports
- Deal firmly and tactfully with contractors, engineers, developers, and property owners
- Effectively represent the Resource Management Agency in contacts with clients, the public, community organizations, other County staff, and other government organizations
- Establish and maintain cooperative working relationships
- Manage, coordinate, and direct a wide variety of construction-related activities
- Supervise, train, evaluate, and discipline assigned staff
- Prepare and administer both capital and operational budgets
- Prepare technical reports
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain cooperative work relationships with those contacted in the course of work
- Maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating assigned office equipment
- Maintain a mental capacity which allows for making sound decisions and demonstrating intellectual capabilities

**Training and Experience:**

Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

One year of experience performing duties comparable to a Principal Planner, Principal Engineer, Program Manager, Staff Services Manager or other similar supervisory or managerial position in the San Benito County Resource Management Agency or Central Administrative Office

AND

Deputy Director – Resource Management Agency



A degree from an accredited school in City & Regional Planning, Civil Engineering, Public Administration, Business Administration, or a closely related field.

Note: Additional qualifying experience may be substituted for the required education on a year-for-year basis

LICENSING AS A PROFESSIONAL ENGINEER, AICP CERTIFIED PLANNER OR OTHER NATIONALLY RECOGNIZED PROFESSIONAL CREDENTIAL IS HIGHLY DESIRABLE

Special Requirements:

Possession of, or ability to obtain, an appropriate valid California Driver's License.

**TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 lbs.; corrected hearing and vision to normal range; verbal communication; use of office equipment, including computer, telephone, calculator, copiers, and FAX.

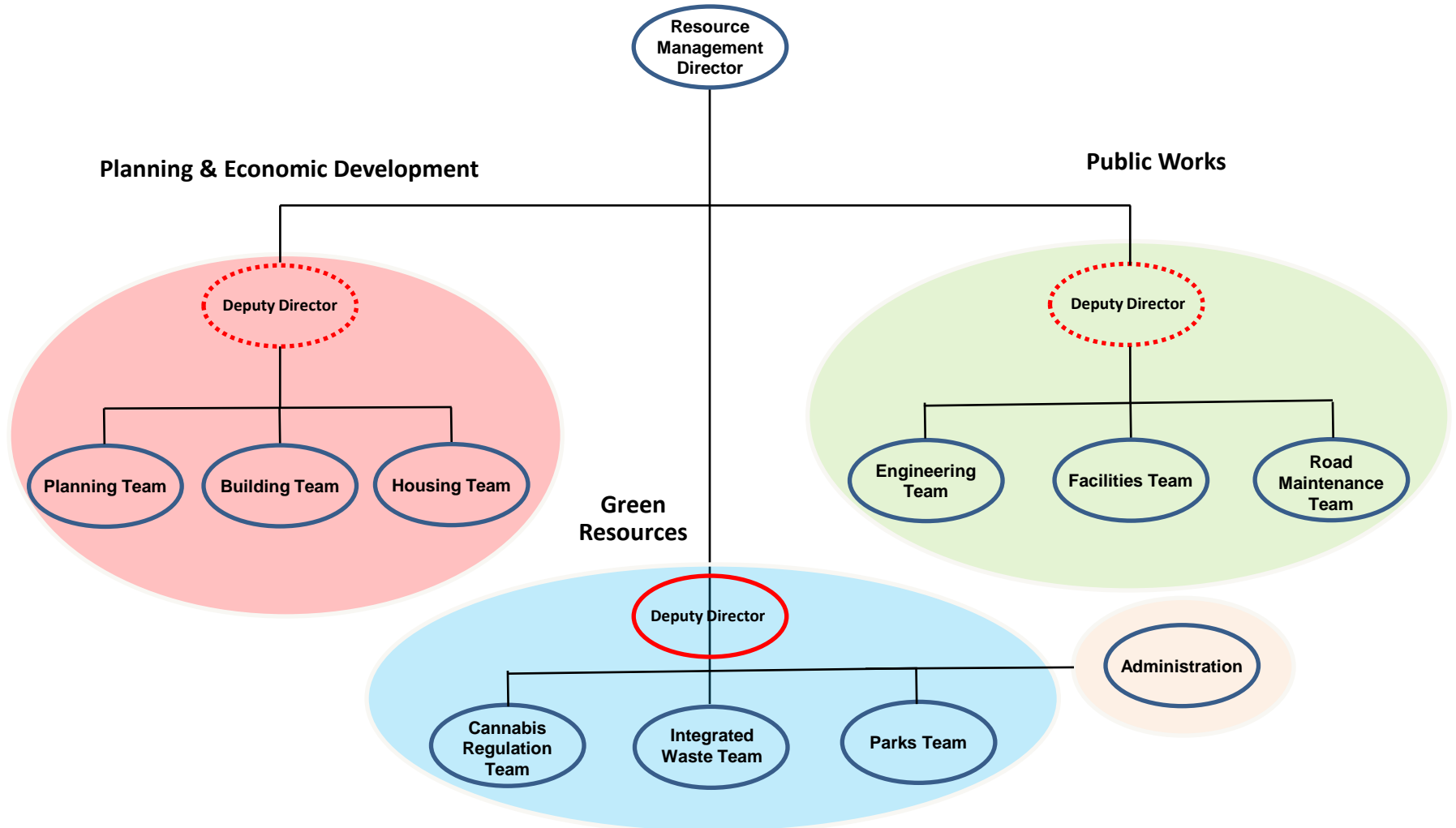
**TYPICAL WORKING CONDITIONS**

Work in an office environment and sustained posture in a seated, walking or standing position; occasional field work is required; continuous contact with other staff and the public; some work may involve interaction with customers who may exhibit unstable behaviors or violent reactions to decisions.

*The contents of this class specification shall not be construed to constitute any expressed or implied warranty or guarantee, nor shall it constitute a contract of employment. The County of San Benito assumes no responsibility beyond the general accuracy of the document, nor does it assume responsibility for any errors or omissions in the information contained herein. The contents of this specification may be modified or revoked without notice. Terms and conditions of employment are determined through a "meet and confer" process and are subject to the Memorandum of Understanding currently in effect.*

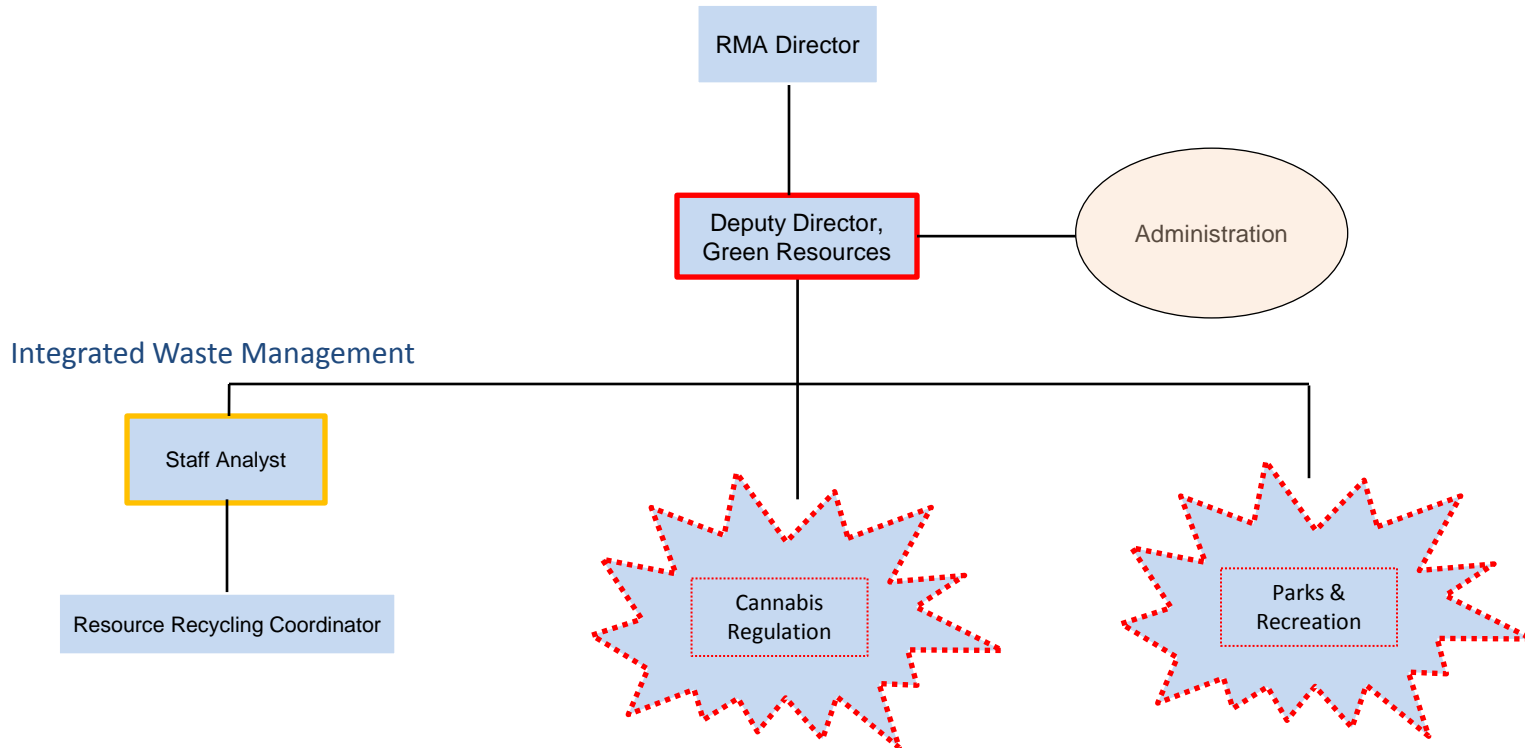
# RESOURCE MANAGEMENT AGENCY

## ORGANIZATIONAL CHART



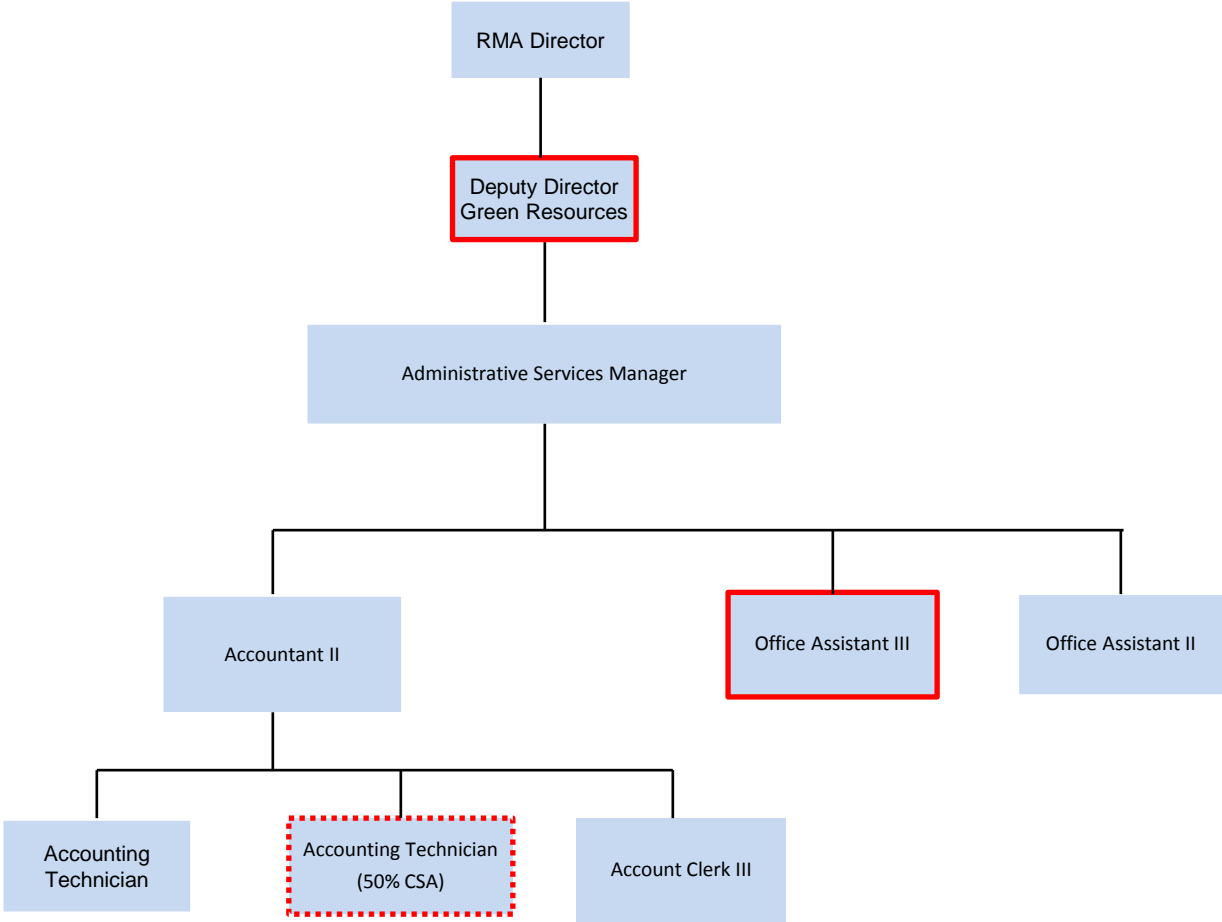
# RMA – GREEN RESOURCES

## ORGANIZATIONAL CHART



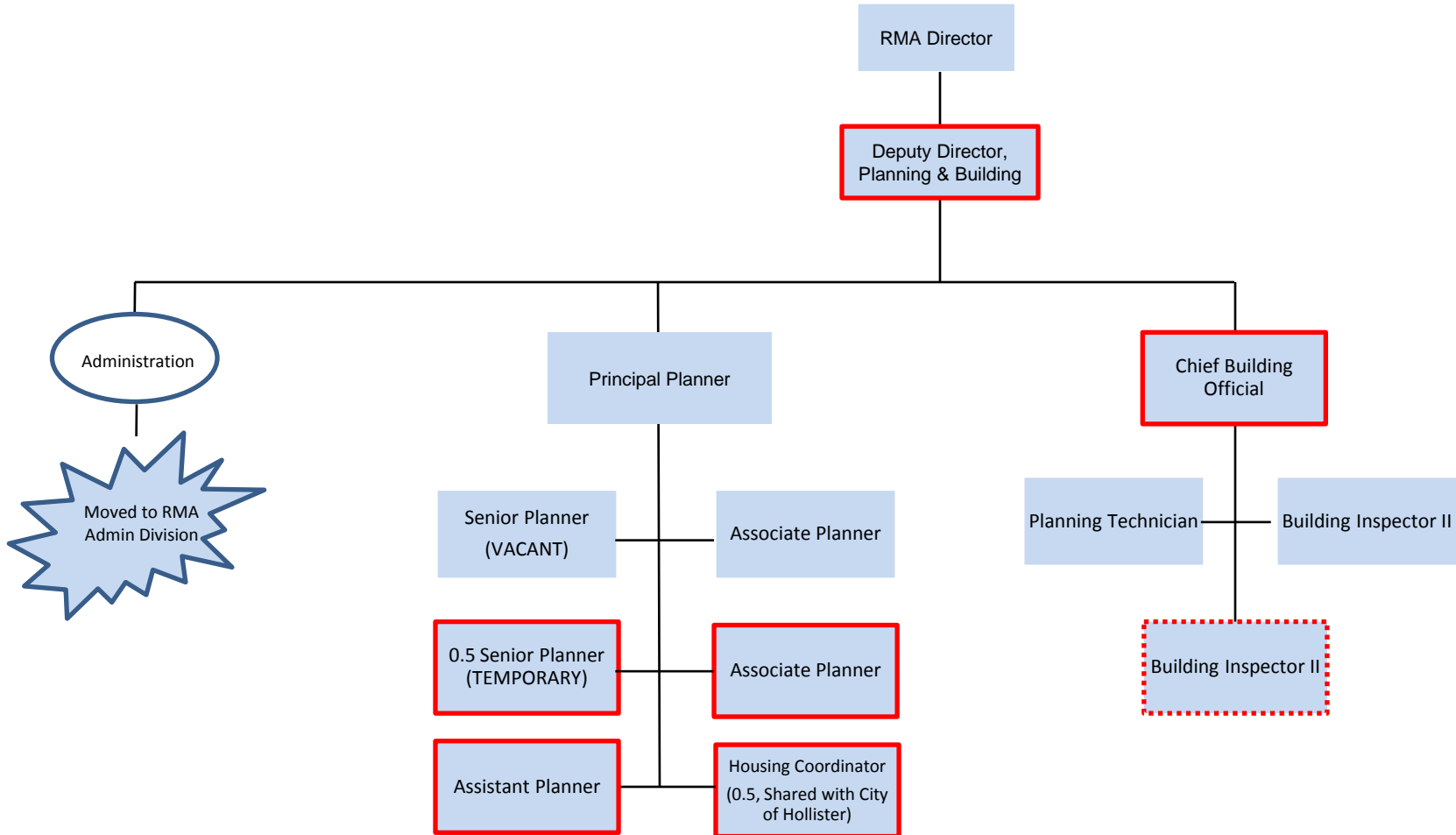
# RMA - Administrative Services

## ORGANIZATIONAL CHART



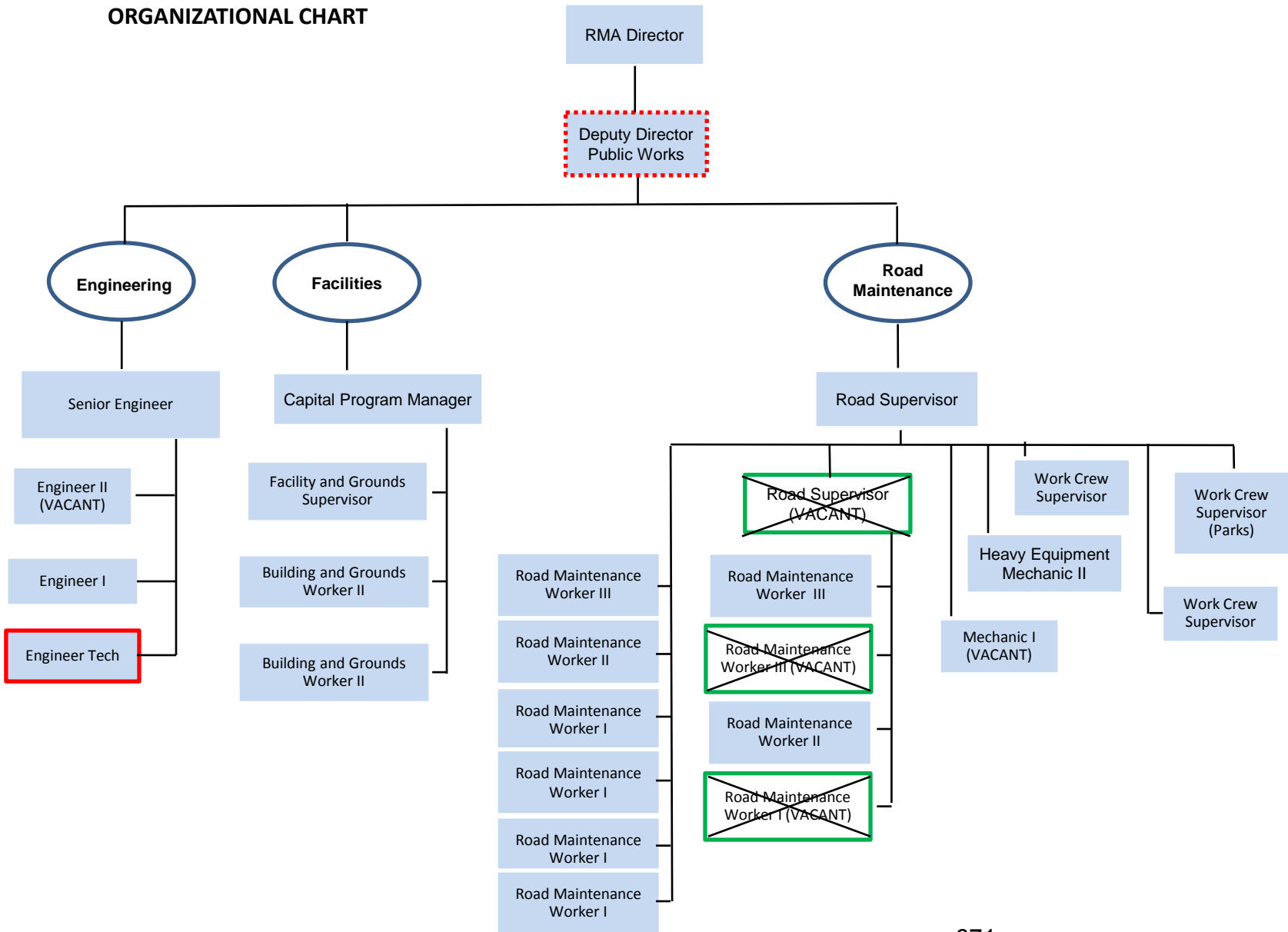
# RMA - PLANNING

## ORGANIZATIONAL CHART



# RMA – PUBLIC WORKS

## ORGANIZATIONAL CHART





**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

---

**Item Number: 28.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: CLERK OF THE BOARD OF SUPERVISORS**

**DEPT HEAD/DIRECTOR: Chase Graves**

**AGENDA ITEM PREPARER: Chase Graves**

**SBC DEPT FILE NUMBER: 1042**

**SUBJECT:**

**BOARD OF SUPERVISORS**

Discuss possible appointee to represent the San Benito County Board of Supervisors on the Area Agency on Aging Committee. Receive appointment from the Chair of the Board to the Area Agency on Aging Committee.

SBC FILE NUMBER: 1042

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**



**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Discuss possible appointee to represent the San Benito County Board of Supervisors on the Area Agency on Aging Committee.

Receive appointment from the Chair of the Board to the Area Agency on Aging Committee.

**ADDITIONAL PERSONNEL:**



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

---

**Item Number: 29.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: BOARD OF SUPERVISORS**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER: Chase Graves**

**SBC DEPT FILE NUMBER: 156**

**SUBJECT:**

**BOARD OF SUPERVISORS**

Create ad hoc committee for taxation.  
SBC FILE NUMBER 156

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Create ad hoc taxation committee.

**ADDITIONAL PERSONNEL:**



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

---

**Item Number: 30.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: BOARD OF SUPERVISORS**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:** Chase Graves

**SBC DEPT FILE NUMBER:** 156

**SUBJECT:**

**BOARD OF SUPERVISORS**

Appoint members to the Ad Hoc Advisory Committee for the Regional Agency (RA).  
SBC FILE NUMBER: 156.

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

There is an existing JPA agreement which formed the Regional Agency for joint management and compliance with state solid waste mandates. The Ad Hoc Advisory committee will be comprised of representatives of the governing bodies of the agencies participating in the JPA.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Appoint members to the Ad Hoc Advisory Committee for the Regional Agency (RA).

**ADDITIONAL PERSONNEL:**



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 31.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: Ray Espinosa**

**AGENDA ITEM PREPARER: Melinda Casillas**

**SBC DEPT FILE NUMBER: 119**

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Presentation by the San Benito County Chamber of Commerce in regards to status update since June 2016.

SBC FILE NUMBER: 119

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

The SBC Chamber of Commerce will give a presentation on how they have used the FY 16/17 funds allocated by the Board of Supervisors to date. The presentation will also include current projects the Chamber has completed, along with current ones, and future planning.

**BUDGETED:**

Yes

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Receive and discuss the current status of the San Benito County Chamber of Commerce projects.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Presentation	2/17/2017	Cover Memo

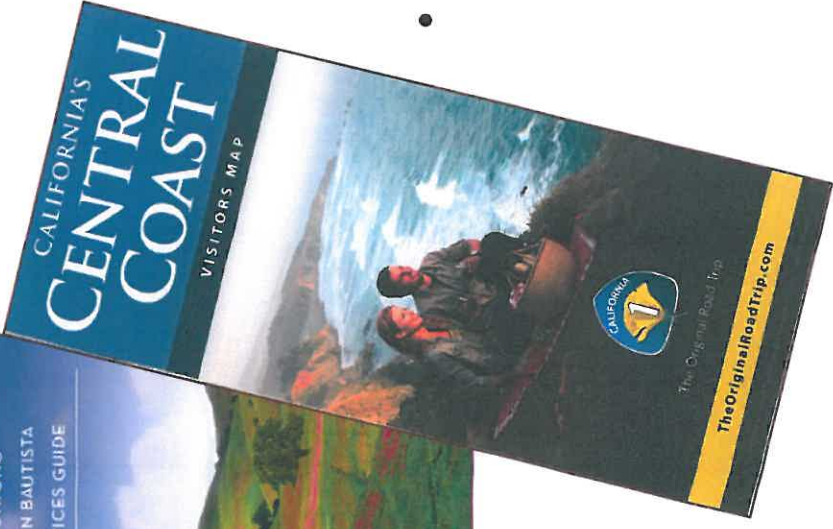
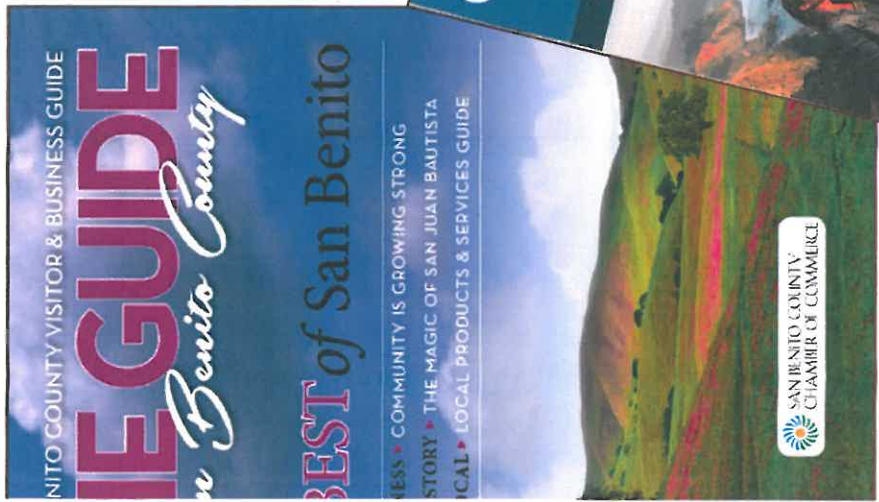


# San Benito County Tourism

HOLLISTER CITY COUNCIL, SAN BENITO COUNTY BOARD OF SUPERVISORS

UPDATE 2/15/2017





- 2017 Visitors Guide
  - San Jose Airport
  - San Francisco Airport
  - Monterey Airport
  - San Francisco Welcome Center on Pier 39
  - Casa de Fruta
  - Pinnacles National Park
  - Mission San Juan Bautista
  - San Juan Bautista Visitors Center
  - Many more places throughout California
- Central Coast Visitors Map
  - Distributed to West Los Angeles & San Francisco H Visitors Centers and SF Car Rental Centers
  - 7 Largest Visit California Welcome Centers
  - 6 California Airports



# Big Blend – National Park Planner

12 Months [www.nationalparktraveling.com](http://www.nationalparktraveling.com)

- 1,648,319 Views Pinnacles National Park
- 1,261,423 Views San Benito County Chamber Page
- 1,512,041 Views Pinnacle Gateway Community Page
- 991,823 Views San Benito County Gateway Page
- 862,992 Views San Juan Bautista Gateway Page
- 417,856 Views Tres Pinos Gateway Community

## Individual Listings

- Bolado Park Page 235,63
- Juan Bautista De Anza Trail 101,32
- San Benito County Historical Museum 316,58
- San Benito County Historical Park 212,40
- San Juan Bautista Historical Park 251,78

**TRAVEL EVENTS GUIDE - San Benito County, CA**

**WHEELS ROLLING & HOODS STORMING**  
 The area's history comes alive with a parade of antique cars and trucks. The parade starts at the San Benito County Fairgrounds in Hollister, CA, and ends at the San Benito County Fairgrounds in Hollister, CA. The parade is held on the first weekend of the fair. For more information, visit [www.sanbenitocountyfair.com](http://www.sanbenitocountyfair.com).

**ROJALTO PARK Event Center**  
 Located at 10000 Highway 99, San Juan Bautista, CA, the event center is a large, modern facility with a variety of event spaces. For more information, visit [www.rojaltopark.com](http://www.rojaltopark.com).

**TRAVEL EVENTS GUIDE - San Benito County, CA**

**PLAN YOUR VISIT TO PINNACLES NATIONAL PARK**  
 Pinnacles National Park is a unique and beautiful landscape. Plan your visit to the park by checking out the park's website for more information. The park is located in the heart of the Central Coast of California. For more information, visit [www.pinnaclesnationalpark.gov](http://www.pinnaclesnationalpark.gov).

**Plan Your Visit to Pinnacles National Park and the Gateway Community!**  
 Visit the Gateway Community website for more information on the park and the surrounding area. The website provides information on the park's history, geology, and the surrounding community. For more information, visit [www.pinnaclesgateway.com](http://www.pinnaclesgateway.com).

**TRAVEL EVENTS GUIDE - San Benito County, CA**

**STEPHEN HALE'S TRAIL**  
 Stephen Hale's Trail is a historic trail that runs through the heart of the San Benito County. The trail is named after Stephen Hale, a pioneer who settled in the area in the 1840s. The trail is a popular destination for hikers and cyclists. For more information, visit [www.stephenhalestrail.com](http://www.stephenhalestrail.com).

**TRAVEL EVENTS GUIDE - San Benito County, CA**

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# Distribution 50,000 Copies

## Pinnacles National Park Tri-fold

- 206 San Jose/Santa Clara Hotels
- San Jose International Airport
- CA Welcome Center San Francisco
- 223 San Francisco Hotels
- Oakland International Airport
- Monterey Regional Airport
- Gilroy Welcome Center
- Gilroy Garlic Festival
- Hollister Biker Rally
- SF Bay Area Travel Show
- San Juan Bautista Visitor Center





# Discover San Benito County

AAA Publication, VIA Magazine

## 2.7 Million Copies Mailed Quarterly

- Alaska
- Wyoming
- Montana
- Northern California
- Utah
- Nevada
- On-line Presence (12 months)







## Our Latest Tourism Effort – The San Francisco Bay Area Travel and Adventure Show



We handed out :

- 420 Copies of The Guide
- 200 Visitor Bags
- 282 Give Aways
- 129 Pinnacles National Park Tri-F
- 130 San Juan Bautista Calendar c
- 769 Pieces of Collateral –Tourist At



## July 2016 – June 2017 Budget

City of Hollister Investment	100000
County of San Benito Investment	18000
City of San Juan Bautista Investment	5000
<b>Total Investment Requested 2016/2017 Budget Year</b>	<b>123000</b>
City of Hollister Approved	50000
County of San Benito Approved	18000
City of San Juan Bautista Approved	5000
<b>Total Investment Approved</b>	<b>73000</b>
Admin Hours	19500
Website Hosting & Maintenance	3000
Social Media Marketing – FB Boosting	6000
CCTC Co-op Central Coast Advertising 3 pieces (12 months)	9200
Visitors Guide	8834
VIA Magazine (6 mo.)	6060
Pinnacle Brochure Printing (50,000)	2800
SF Bay Area Travel Show	5800
Visit California International Visitor Guide 12 countries	3400
CCTC Membership	850
Retractable Advertising Banner & Other Materials	2750
Sunset Magazine	2850
<b>Total Expenses 7/1/16 – 2/1/17</b>	<b>70694</b>





# Projected Projects through 6/30/17

- SF Giants 2017 Year Book
- Renew 2017 Contract Certified Folder – Pinnacle Tri-
- CCTC Co-op Canada Traveler (Target Marketing)
- SF Bay Area Travel Show
- San Diego Bay Area Travel Show – Co-op Gilroy VB
- Big Blend Radio – National Park Traveling
- Dunbar Productions – Hotel Visitor Channel
- Placement Ad Cycle California
- Revisit Condor Classic (hire consultant)







# SAN BENITO COUNTY AGENDA ITEM TRANSMITTAL FORM

## BOARD OF SUPERVISORS

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**Item Number: 32.**

**MEETING DATE:** 2/21/2017

**DEPARTMENT:** COUNTY ADMINISTRATION OFFICE

**DEPT HEAD/DIRECTOR:** Ray Espinosa

**AGENDA ITEM PREPARER:** Louie Valdez

**SBC DEPT FILE NUMBER:** 119

**SUBJECT:**

**COUNTY ADMINISTRATION OFFICE - R. ESPINOSA**

Presentation by AT&T regarding proposed broadband infrastructure build out plans for San Benito County under the Connect America Fund as part of comprehensive reforms adopted by the Federal Communications Commission.

SBC FILE NUMBER: 119

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

The FCC adopted comprehensive reforms of its Universal Service Fund (USF) and Intercarrier Compensation (ICC) systems to accelerate broadband build-out to the approximately 23 million Americans (as of December 31, 2013) who lack access to infrastructure capable of providing 10/1 Mbps fixed broadband. The existing USF was transformed into a new Connect America Fund focused on broadband.

AT&T is the carrier in California to build out this infrastructure. We have several project coming up in 2017 for San Benito County; however we would like to begin the permitting process in the 3rd Quarter of 2016 in order to meet the deadlines imposed on us by the FCC.

AT&T has chosen a wireless solution to meet this objective called Wireless Local Loop (WLL). There will be New Site Builds (NSB) and also Modifications (MODs) to existing sites in the County.

AT&T would like to share where the sites will potentially located which is also determined by the FCC's Census block and notify you of how many residents in your community will be served.

This is a high level presentation that will take approximately 15 – 20 minutes of time. AT&T would like to make clear that this is not an IT project for the county but one that will go thru your permitting process in San Benito County, so I would recommend you speak with your head of planning about this request

Similar presentations are being conducted in other County Jurisdictions throughout CA.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

**ADDITIONAL PERSONNEL:**

**BOARD ACTION RESULTS:**

This item was pulled from the agenda to be brought back at a future meeting.

**ATTACHMENTS:**

Description	Upload Date	Type
AT&T Presentation	2/15/2017	Cover Memo

# Connect America Fund (CAF) – Phase II

SAN BENITO COUNTY, CALIFORNIA  
DATE OF PRESENTATION

Marc Blakeman  
Vice President  
External Affairs – AT&T



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## What is CAF – Phase II?

- FCC adopted comprehensive reforms of its Universal Service Fund (USF) and Intercarrier Compensation (ICC) systems to accelerate broadband build-out to the approximately 23 million Americans (as of December 31, 2013) who lack access to infrastructure capable of providing 10/1 Mbps fixed broadband.
- Existing USF was transformed into a new Connect America Fund focused on broadband.
- FCC analyzed every census block in the country to identify whether that census block lacked broadband access at the 10/1 Mbps speeds
- Census blocks that lacked infrastructure were categorized based on the cost to build the requisite infrastructure – areas were either deemed eligible for CAF II subsidies or labeled extremely high cost areas which the FCC will address at a later time.

## CAF II Broadband Obligations

- Must meet or exceed speed of at least 10 Mbps down/1 Mbps up
- Latency of 100 milliseconds or less roundtrip
- Initial minimum usage allowance of 150 GB/month
- Rates must be comparable to fixed wireline urban rates for the same level of service in urban areas or at or below the FCC Annual National Rate Benchmark (approx. \$72/month)
- Must meet specified deployment milestone dates by state
  - 40% built by EoY 2017 – 60% 2018 – 80% 2019 – 100% 2020-21

## Additional CAF II Broadband Obligations

- Must continue to offer voice service
- Continue to participate in Lifeline
- Required to bid on all E-rate RFPs in CAF II census blocks
- Subject to annual speed and latency performance testing
- At least one audit, per state during the funding term
- Able to build in extremely high cost census blocks and get CAF II credit but only at CAF II subsidy and cannot seek future subsidies for those areas

## Who was initially eligible for funding?

- Incumbent Local Exchange Carriers (ILECs) were allowed to accept the CAF II dollars on a state-by-state region.
- Money accepted must be used in the state allocated and household requirements must be met on a state-by-state basis.

## What did AT&T accept?

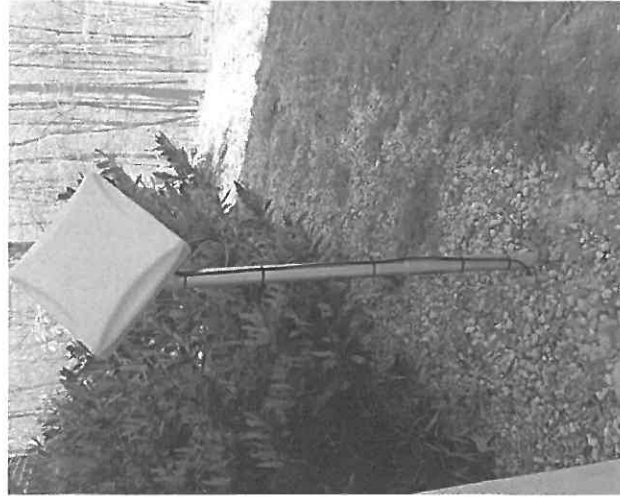
- In August 2015, AT&T accepted about \$427 million per year in CAF II support for each of the next six years.
  - These funds will be used for deploying, maintaining, and offering Internet access and voice service in FCC- identified census blocks in 18 states located within AT&T's traditional exchange footprint.
- Money accepted must be used in the state allocated and location requirements must be met on a state-by-state basis.
  - In California, AT&T will use the CAF II support to offer Internet access to more than 141,500 homes and small businesses in the FCC-identified census blocks.



## AT&T Fixed Wireless Internet

- To deliver high-speed Internet access to the mostly rural 1.1 million homes and small businesses, AT&T plans to deploy fixed wireless technology.
  - Fixed Wireless Internet is a service that uses a fixed-wireless “last-mile” connection between the fiber at a cell tower and the customer premises to provide high-speed Internet access.
  - This service is anticipated to support speeds in excess of 10 Mbps download and 1 Mbps upload.
  - Customers will also have the ability to bundle DirecTV video services seamlessly with AT&T Fixed Wireless Internet including VoLTE-based telephone services.
- The service will require the installation of a small wireless antenna at the customer premise that will connect to a wireless router in the home.

# AT&T Fixed Wireless Internet Customer Premise Equipment



## AT&T Fixed Wireless Internet: The Infrastructure Build

Deployment of AT&T Fixed Wireless Internet will generally happen in one of three ways:

1. Deployment of dedicated antennae and equipment on top of existing AT&T mobile LTE cell sites
2. Adding Fixed Wireless Internet and LTE equipment to existing third-party cell sites
3. Erecting new towers where necessary, adding both Fixed Wireless and Mobility LTE antennae and equipment

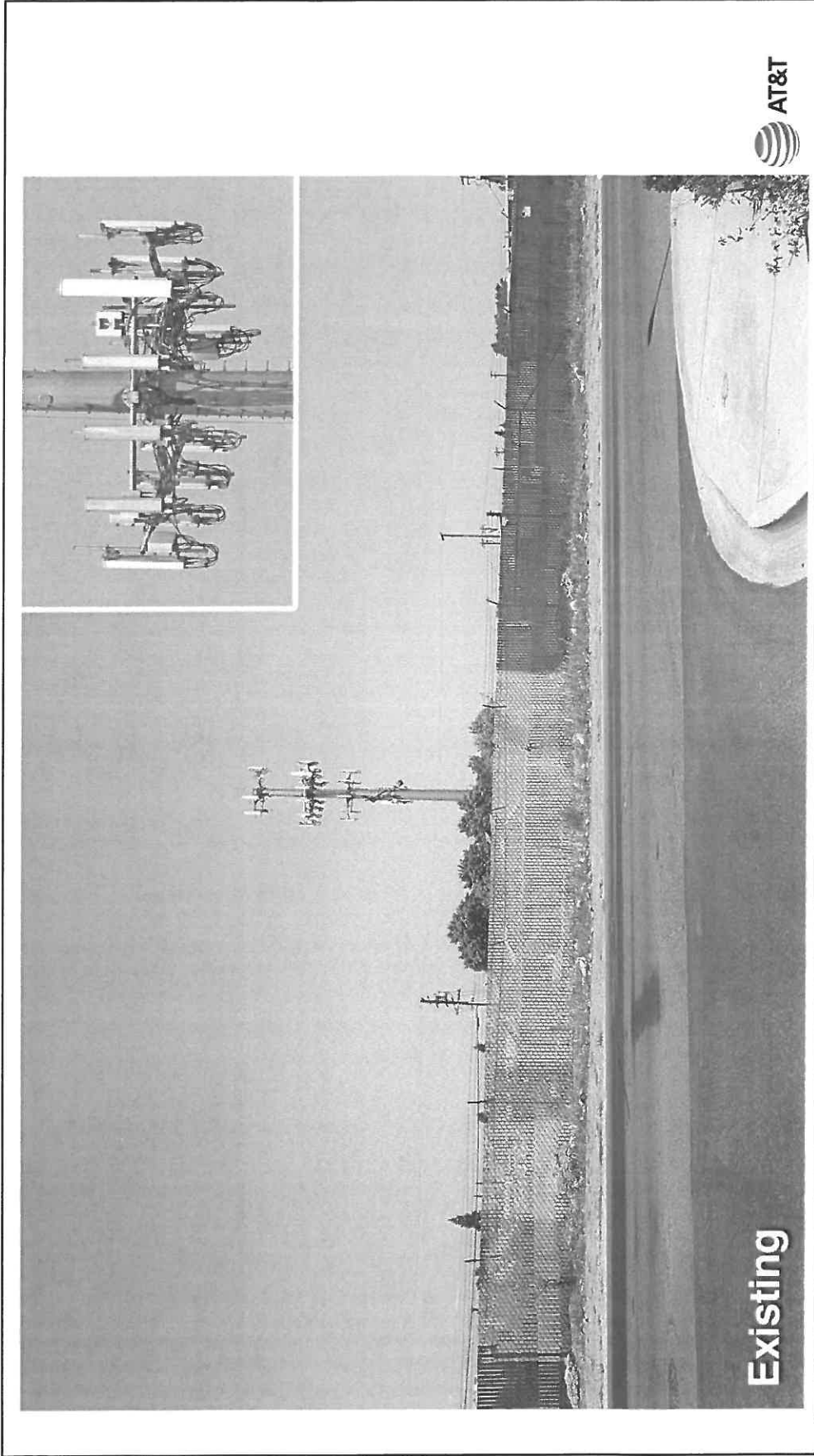
# Connect America Fund (CAF) – Phase II

## Modification of existing AT&T cell sites

PHOTO SAMPLES

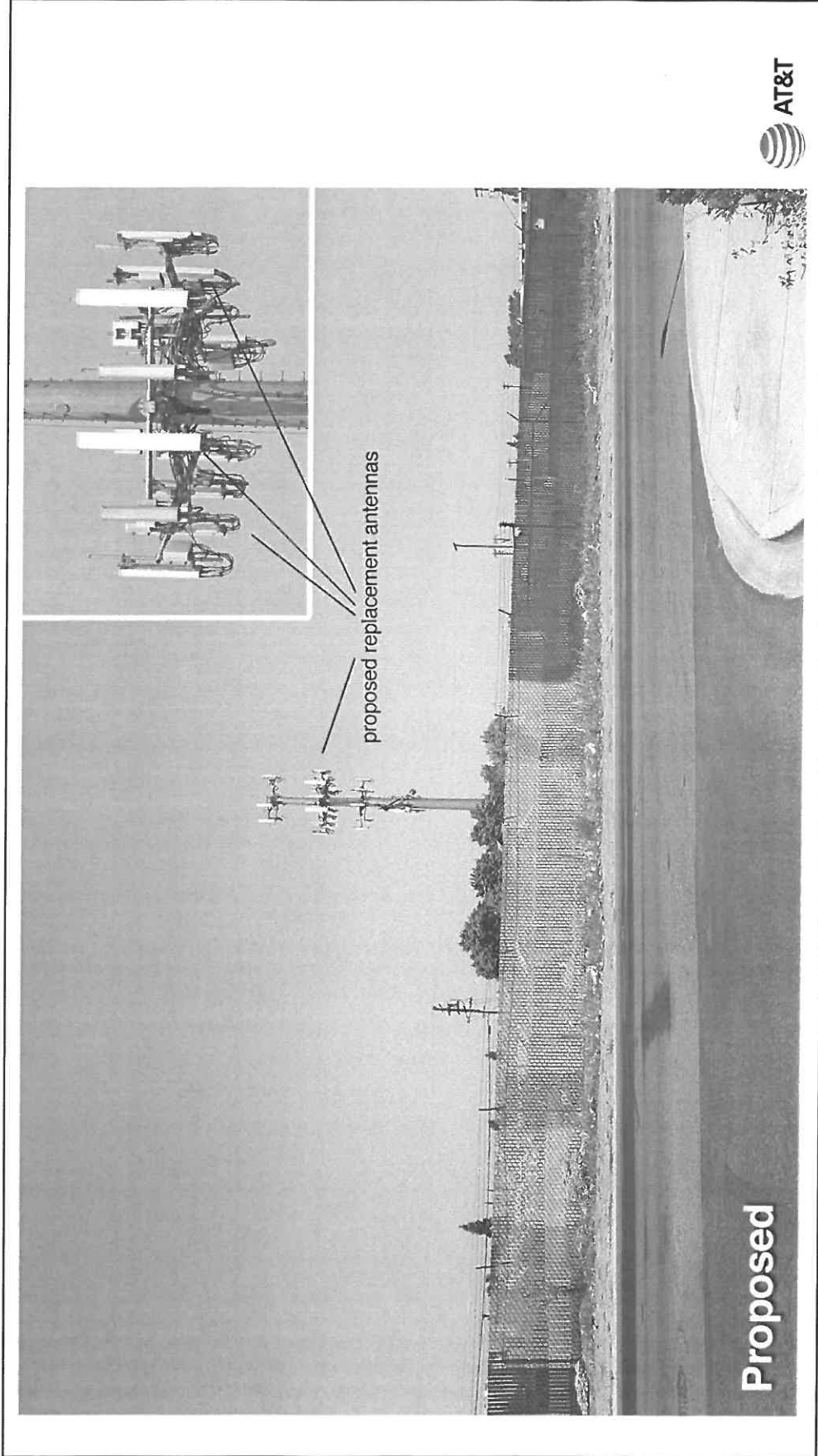
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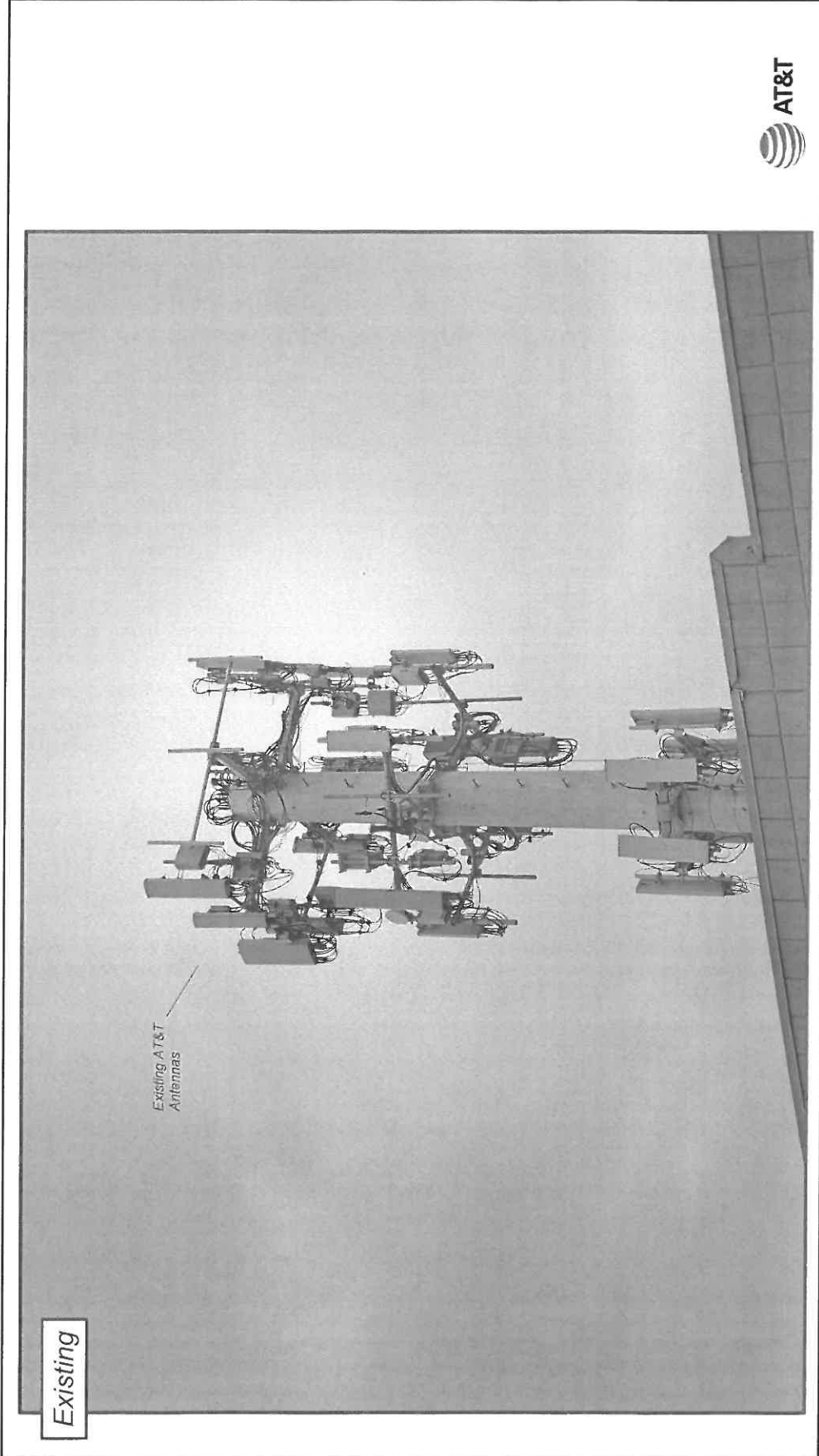




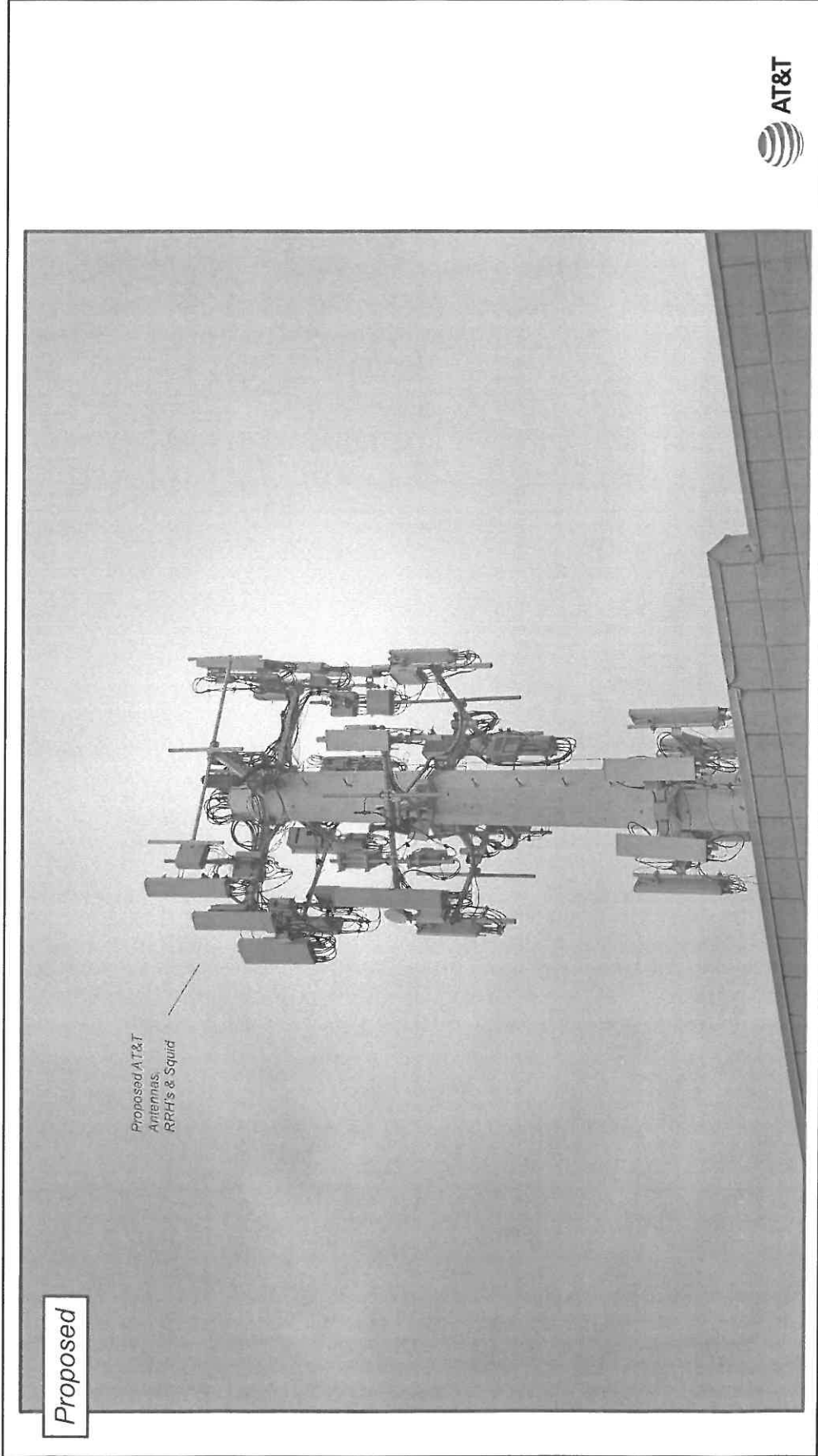
Existing



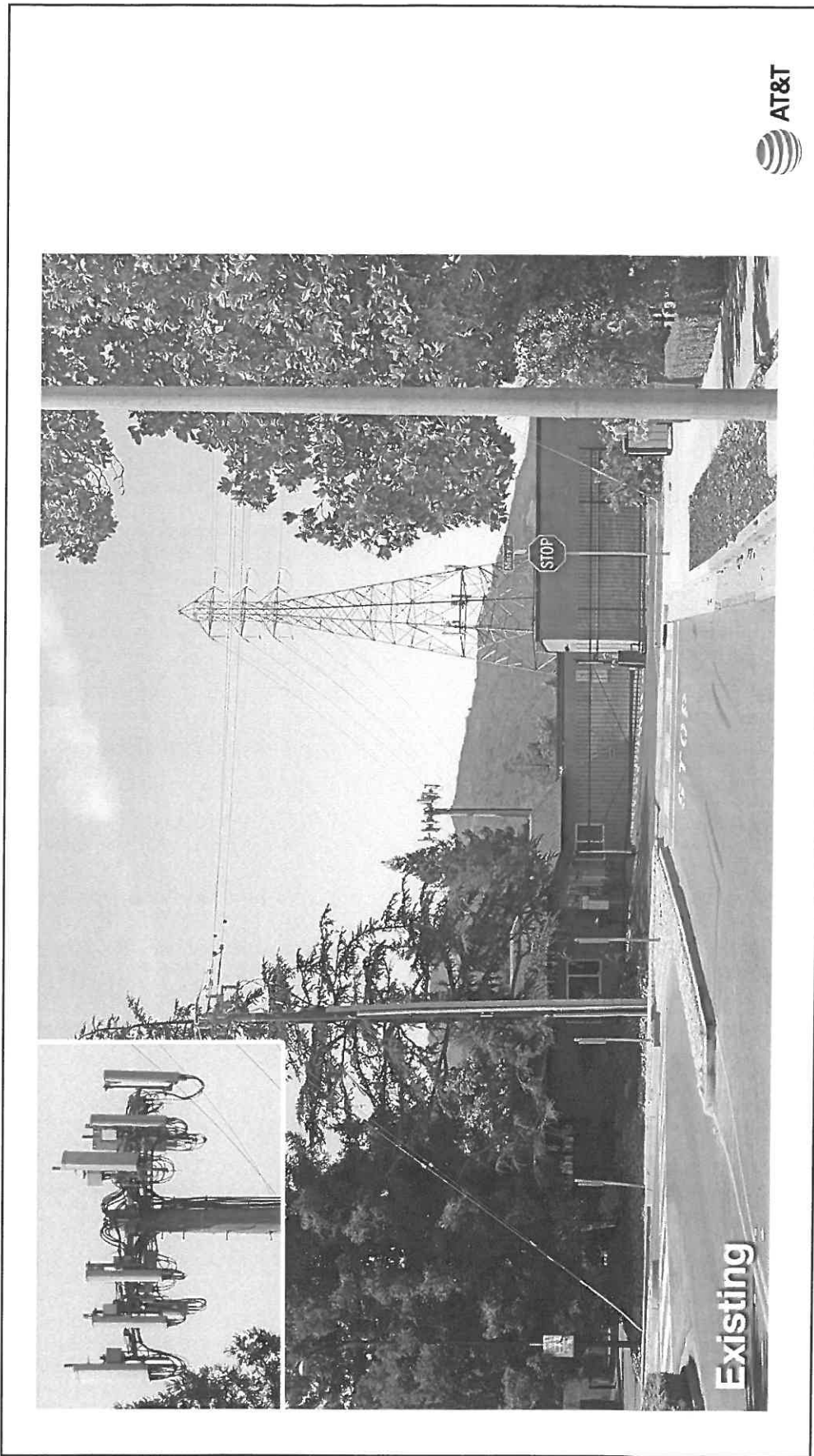


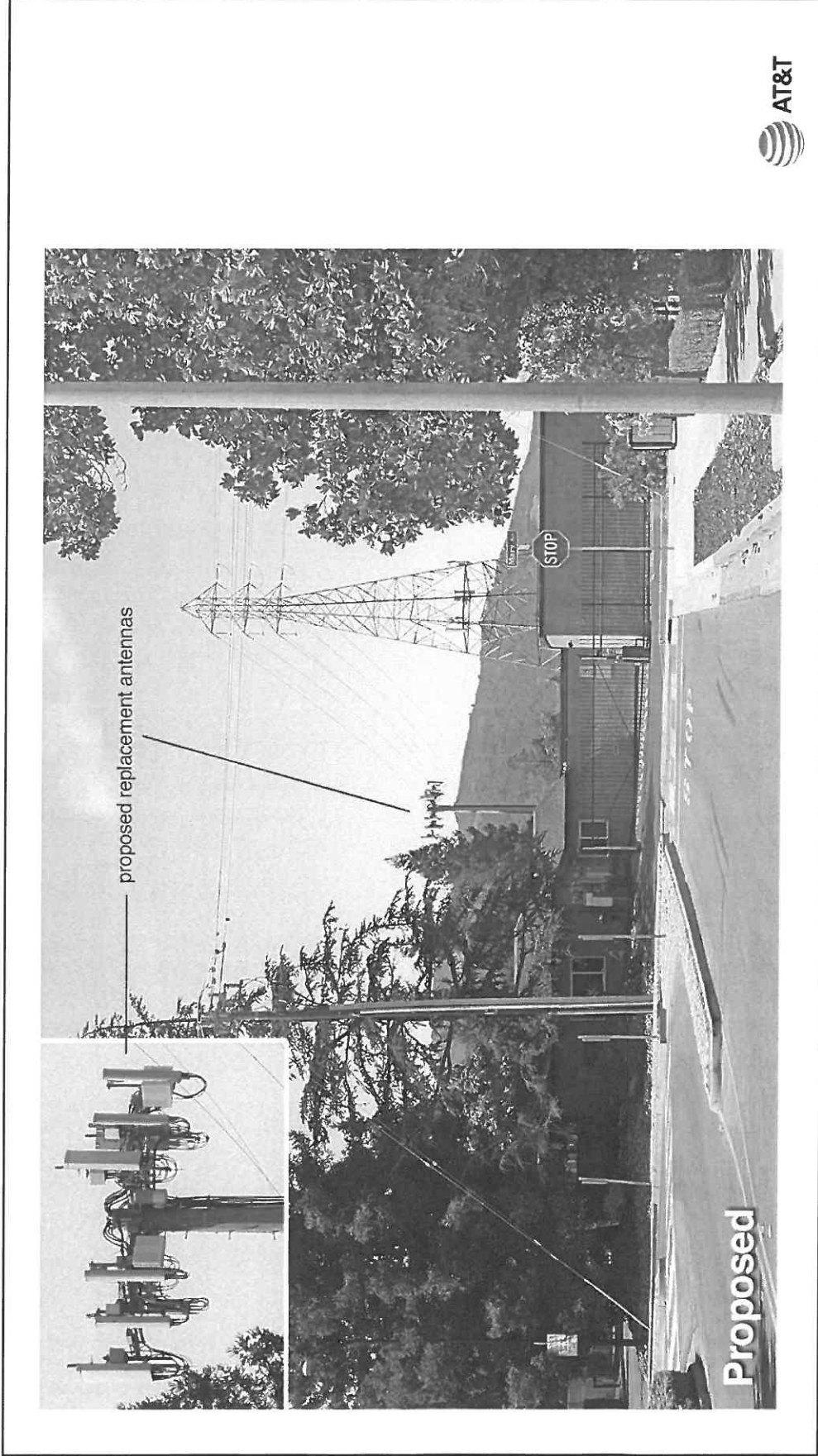


Existing









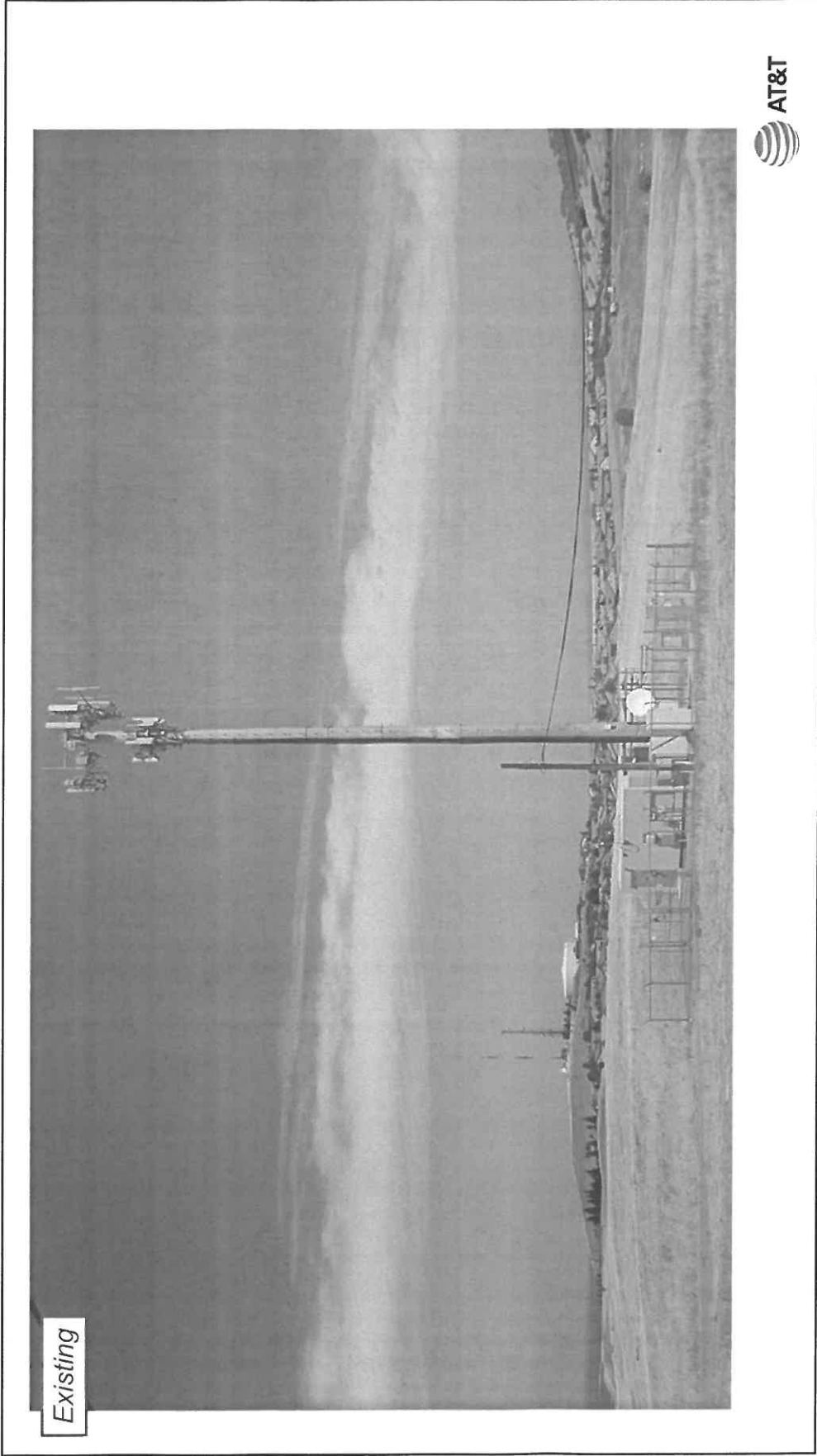
# Connect America Fund (CAF) – Phase II

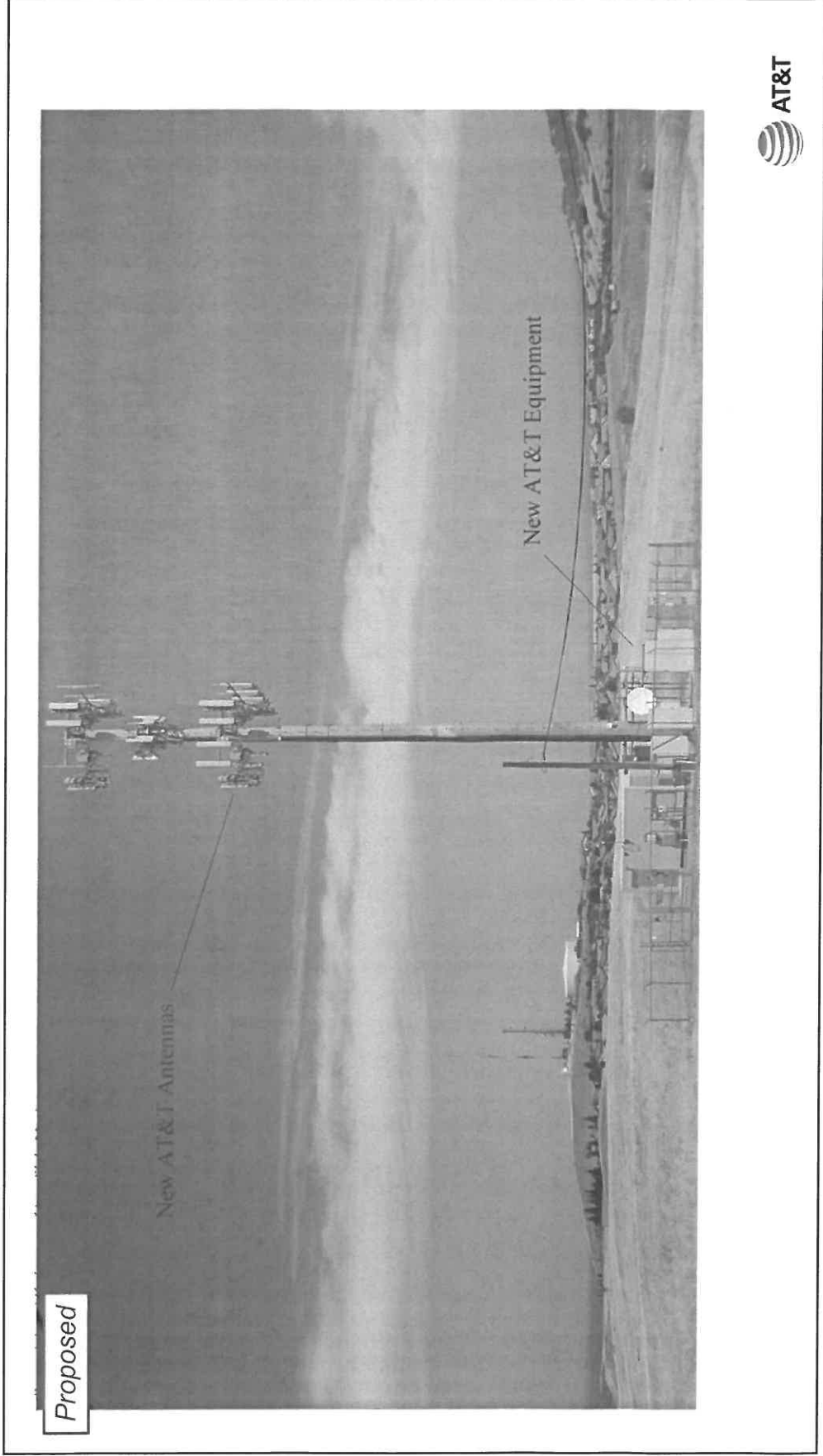
Adding AT&T Fixed Wireless Internet and LTE equipment and antennae to existing third party sites

## PHOTO SAMPLES

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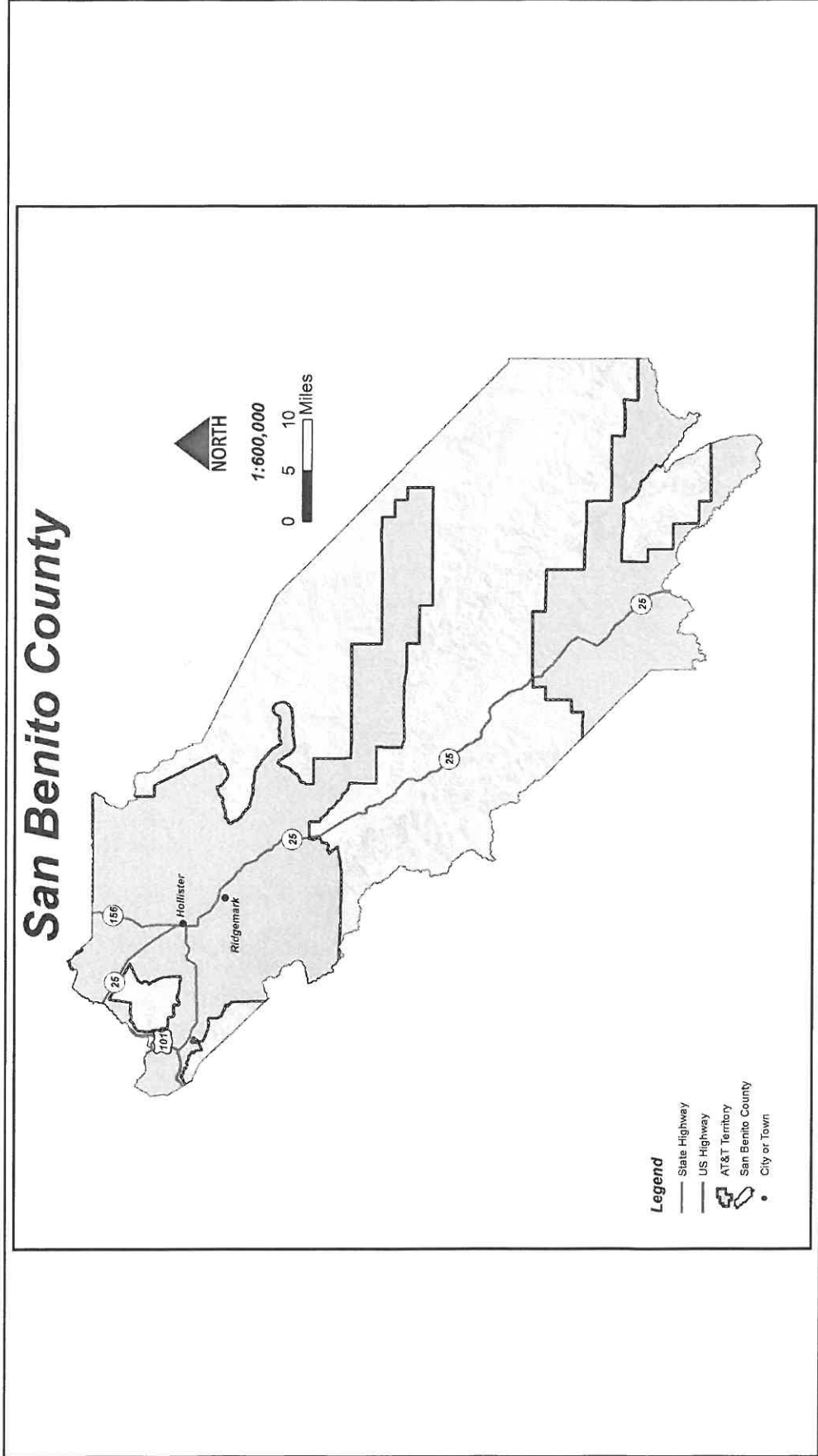


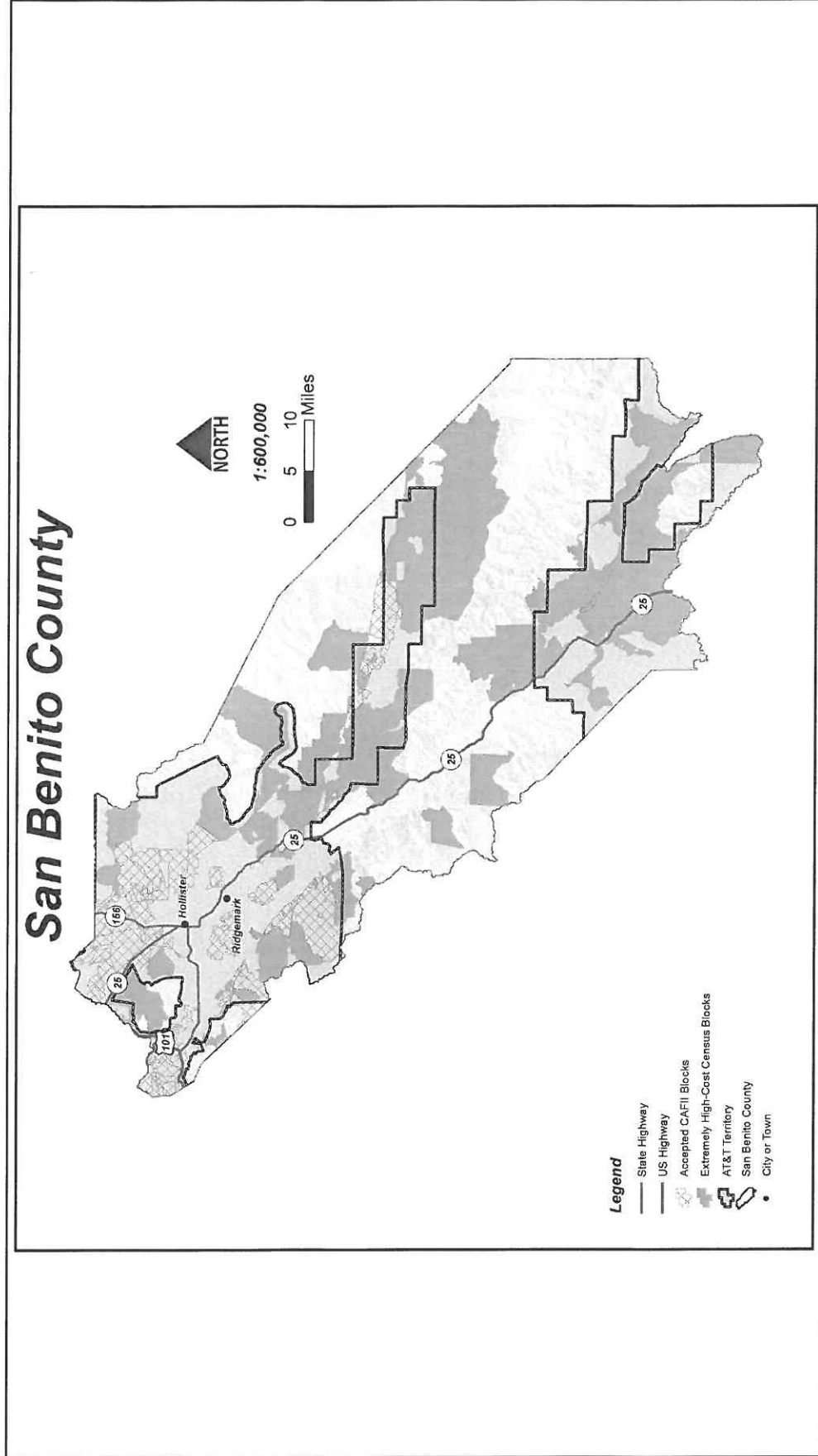




## AT&T Fixed Wireless Internet: The Infrastructure Build

- AT&T Engineers have already identified potential existing AT&T cell sites where modifications will need to be made. (2 in San Benito County)
- AT&T Engineers have identified census blocks in which they would need to find existing third party sites or build new sites in order to get maximum coverage of the CAF II eligible areas (4 in San Benito County)
  - Topography, elevation, environment, distance and density of eligible homes all factors in where siting new cell towers.
  - Movement of a cell site even 100 feet can significantly impact a site's range and serving area.







## AT&T Fixed Wireless Internet: The Ask

- Assistance from county to streamline permitting on modifications to existing cell sites
- Assistance from county in identifying government-owned property to be AT&T's landlord in locating new cell sites in identified census blocks
- Assistance from county in identifying other willing landlords for new cell sites in identified census blocks
- Streamlined permitting for new cell sites serving CAF II areas.





**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

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District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 33.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: COUNTY ADMINISTRATION OFFICE**

**DEPT HEAD/DIRECTOR: R. Espinosa**

**AGENDA ITEM PREPARER: Barbara Thompson/Louie Valdez**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**(This item will be heard by the Board at 1:30 P.M.)**

**COUNTY ADMINISTRATIVE OFFICE- R. ESPINOSA**

Presentation of San Benito County Library Needs Assessment by Dana Braccia, Vice President of Library Services, Library Systems Services Incorporated.

**AGENDA SECTION:**

REGULAR AGENDA

**BACKGROUND/SUMMARY:**

At the request of the San Benito County Intergovernmental Committee, San Benito County contracted with Library System Services to conduct a Needs Assessment of the San Benito County Free Library.

The Needs Assessment describes the scope and cost of a new Technology, Education and Learning (T.E.L.) Center by contrasting the proposed concept with the current Free Library services.

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

Staff recommends that the Board direct staff as follows:

- 1) Refer the full needs assessment report to the San Benito County Intergovernmental Committee for further discussion to discuss next steps going forward and return to the Board with a full briefing within 90 days; and,
- 2) If the Board desires, direct the Library Ad Hoc Committee to work with the County Librarian, Administrative staff and consultant, to development a recommended implementation plan.

**ADDITIONAL PERSONNEL:**

**ATTACHMENTS:**

Description	Upload Date	Type
Final Draft Needs Assessment 02172017	2/17/2017	Backup Material
SBCFL Needs Assessment Response	2/17/2017	Backup Material
Attachments to Main Report LSSI 02172017	2/17/2017	Backup Material

# Library Needs Assessment for the San Benito County Free Library and TEL Center



## Table of Contents

Executive Summary	3
Environmental Scan / Trend Analysis	5
Current Library Collection & Services Review	14
Current Library Technology Review	24
Technology Education and Library Center (TEL) Facility Plan	31
List of Exhibits	
Community Surveys	Exhibit 1
Patron/Community Profile Report	Exhibit 2
Recommendation Guide – Library Technology	Exhibit 3
Recommendation Guide – Library Services	Exhibit 4



## Executive Summary


As San Benito County leadership looks to the future, it wants to ensure a high quality of life for all of its citizens. A pathway to this outcome is for residents to have learning, recreation, employment and other opportunities available, so the group commissioned a library needs assessment. During this process Library Systems & Services identified **gaps between San Benito's** current state of library operations and its aspirations.

Key findings include:

- Residents want to improve overall quality of life and have a sense of connectivity to their community
- A cost-effective refresh of the current library is feasible, even while planning construction of the upcoming facility
- Current library services are not reaching a broad audience
- Stronger information technology controls are needed for security and privacy
- San Benito has an opportunity to improve efficiency measures such as the staffing levels, the number of hours open, and collection management processes.

While there are challenges to address, San Benito County is well positioned to make adjustments and achieve its vision of a vibrant, opportunity-rich community with the **library as a pillar. The population's characteristics of diversity, education levels, wealth, and age range can complement each other, and the community's focus on youth,** education, growing families and young professional, points to a positive future. There is also evidence of a spirit of support for those in need and that is reflected in the number of nonprofit agencies and assistance groups.

Library Systems & Services extends our sincere appreciation to library staff and community members who provided thoughtful insight during this project. We know that your commitment to pursuing community excellence will be successful.



## Methodology

We assessed on demographic and trend data for San Benito County, conducted surveys of county citizens and held meetings with staff members, Friends members. We also interviewed local community leaders and other citizens in focus groups. Then we combined the data from this research with an examination of library usage, and general community information.

## Takeaways

- High resident involvement. They are engaged, committed to finding inventive approaches to improving the quality of life and neighborhoods, and have a strong sense of a connected community; they want more collaboration and cooperation among jurisdictions and agencies to create a brighter and more cohesive future for all.

Recommendation: Look for new ways to enhance the spirit of community.


- Limited library usage. Based on the county population of 59,267 and the patron circulation records provided by the library director, there are 10,383 cardholders, or 17% of the population, with active library cards. This accounts for 6,287 households.

Recommendation: Consider changes in resource allocation and additional marketing to grow community engagement and usage. More operating hours sought. A survey found that residents would like to see more in the way of hours, especially Saturday and weeknight evening hours. Other preferences were for more inviting facilities, a vibrant collection of materials, meeting space, and comfortable furnishings. Several even indicated they turn to Santa Clara County libraries for better facilities and services.

- Improve technology. Our IT review found deficient systems and processes for ensuring the confidentiality, accuracy and integrity of information.

Recommendation: Update systems and use patron-related technologies for printing, scanning and wireless. Also consider modernizing patron and staff hardware and cabling infrastructure. Looking-forward technologies like Virtual Desktop and cloud enabled library management, as well as preparing the space to address multi-purpose activities also will help achieve the long-term vision.



- 
- Pursue new facility. An analysis of the community trend and growth pattern suggests that a reasonable target for a Technology Education Library (TEL) facility is 60,000 square feet. This will help to bridge education and income gaps, provide learning and career growth opportunities, leverage new technologies, and connect people with each other and vital resources.

Recommendation: Simultaneously plan for TEL will updating current library. Our research showed interest in a refresh of existing facilities that would lead patrons to **say “wow” and feel they have been given a gift**, that they are valued and appreciated.

- **Learning islands added to the children’s** area
- New lounge chairs
- Open space created by removing some shelving
- A smaller customer service desk
- Vibrant paint schemes
- A more clearly defined/furnished teen area that would create excitement and a welcoming atmosphere
- New carpeting for the community room
- Water-wise landscaping
- Replacement of existing bench with one made from durable composite

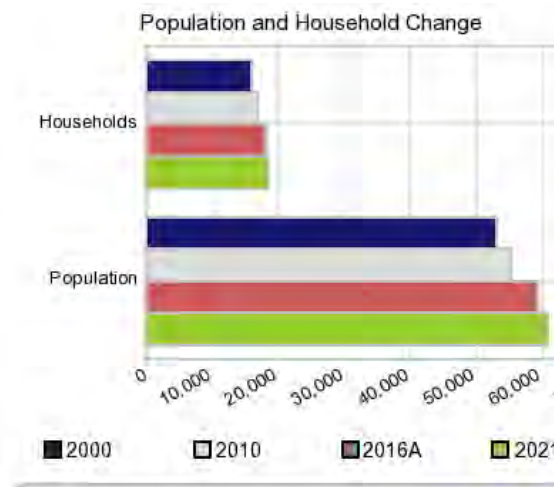
## Environmental Scan / Trend Analysis

San Benito County is a gracious mix of small-town warmth, small business development and vibrant agriculture combined with a growing and very diverse demographic base. Close proximity to Monterey and Silicon Valley also contribute to a high desirability for commuting convenience. The community is on a dynamic growth curve with a strong commitment to improving the quality of life and neighborhoods. Community Conversation feedback indicated a strong pride and sense of connection. Recent voter approval of the Hollister and San Benito High School Districts' bond measures demonstrate the priority placed on education.

### Population Demographics:

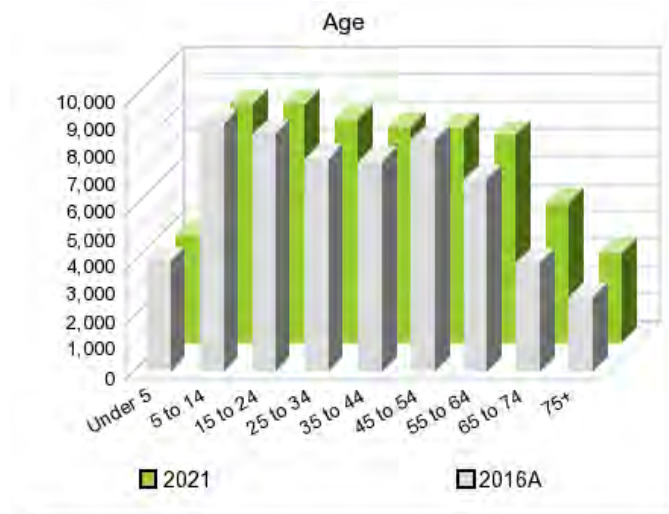
The number of households in the study area in 2000 was 15,883 and changed to 16,805 in 2010, representing a change of 5.8%. The household count in 2016A was 18,009 and the household projection for 2021 is 18,588, a change of 3.2%.

The population in the study area in 2000 was 53,218 and in 2010 it was 55,270, roughly a 3.9% change. The population in 2016A was 59,267 and the projection for 2021 is 60,911 representing a change of 2.8%.



	2000 Census	2010 Census	2016A Estimate	2021 Projection	Percent Change	
					2000 to 2010	2016 to 2021
Total Population	53,218	55,270	59,267	60,911	3.9%	2.8%
Total Households	15,883	16,805	18,009	18,588	5.8%	3.2%

## Population by Age

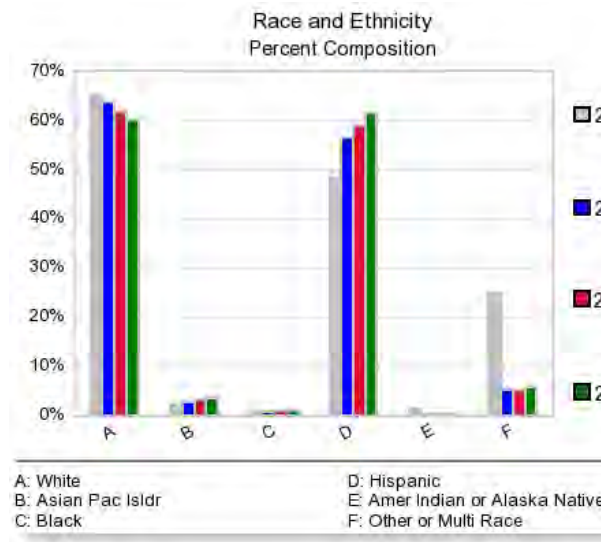


In 2000, the median age of the total population in the study area was 31.7, and in 2010, it was 34.4. The median age in 2016A is 35.2 and it is predicted to change in five years to 36.3. In 2016A, females represented 49.8% of the population with a median age of 36.1 and males represented 50.2% of the population with a median age of 34.5 years. In 2016A, the most prominent age group in this geography is Age 5 to 14 years. The age group least represented in this geography is Age 75 + years.

## Age Groups

Age Groups	2000 Census		2010 Census		2016A Estimate		2021 Projection		Percent Change	
	Count	%	Count	%	Count	%	Count	%	2000 to 2010	2016 to 2021
0 to 4	4,595	8.6%	4,092	7.4%	4,008	6.8%	3,926	6.5%	-10.9%	-2.0%
5 to 14	10,046	18.9%	9,035	16.3%	9,056	15.3%	8,672	14.2%	-10.1%	-4.2%
15 to 19	3,704	7.0%	4,534	8.2%	4,563	7.7%	4,421	7.3%	22.4%	-3.1%
20 to 24	3,434	6.5%	3,507	6.3%	4,087	6.9%	4,222	6.9%	2.1%	3.3%
25 to 34	7,641	14.4%	6,931	12.5%	7,736	13.1%	8,129	13.3%	-9.3%	5.1%
35 to 44	9,331	17.5%	7,621	13.8%	7,664	12.9%	7,872	12.9%	-18.3%	2.7%
45 to 54	6,627	12.5%	8,249	14.9%	8,429	14.2%	7,794	12.8%	24.5%	-7.5%
55 to 64	3,624	6.8%	5,940	10.7%	7,020	11.8%	7,529	12.4%	63.9%	7.3%
65 to 74	2,434	4.6%	2,978	5.4%	3,965	6.7%	5,099	8.4%	22.4%	28.6%
75 +	1,781	3.3%	2,382	4.3%	2,738	4.6%	3,246	5.3%	33.7%	18.6%

## Population by Race/Ethnicity



In 2016A, the predominant race/ethnicity category in this study area is White. The race & ethnicity category least represented in this geography is Black.

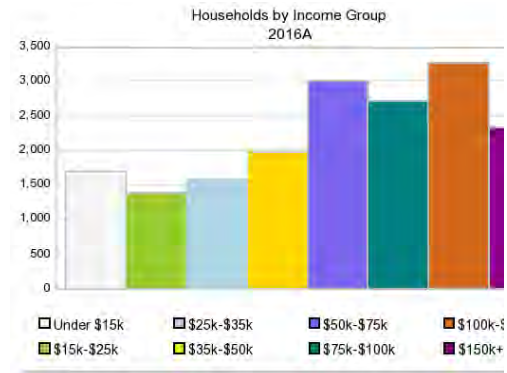
### Race & Ethnicity

### Percent Change

	2000 Census	%	2010 Census	%	2016A Estimate	%	2021 Projection	%	2000 to 2010	2016 to 2021
White	34,714	65.2%	35,182	63.7%	36,554	61.7%	36,522	60.0%	1.3%	-0.1%
Black	585	1.1%	483	0.9%	628	1.1%	651	1.1%	-17.4%	3.7%
American Indian or Alaska Native	665	1.3%	895	1.6%	961	1.6%	994	1.6%	34.6%	3.4%
Asian/Hawaiian/PI	1,135	2.1%	1,537	2.8%	1,915	3.2%	2,062	3.4%	35.4%	7.7%
Some Other Race	13,275	24.9%	14,471	26.2%	16,263	27.4%	17,450	28.6%	9.0%	7.3%
Two or More Races	2,844	5.3%	2,702	4.9%	2,946	5.0%	3,232	5.3%	-5.0%	9.7%
<i>Hispanic Ethnicity</i>	25,573	48.1%	31,186	56.4%	34,974	59.0%	37,316	61.3%	21.9%	6.7%
<i>Not Hispanic or Latino</i>	27,645	52.0%	24,084	43.6%	24,293	41.0%	23,595	38.7%	-12.9%	-2.9%

## Households by Income

In 2016A the predominant household Current Year income category in this study area is \$100K - \$150K, and the income group that is least represented in this geography is \$15K - \$25K.



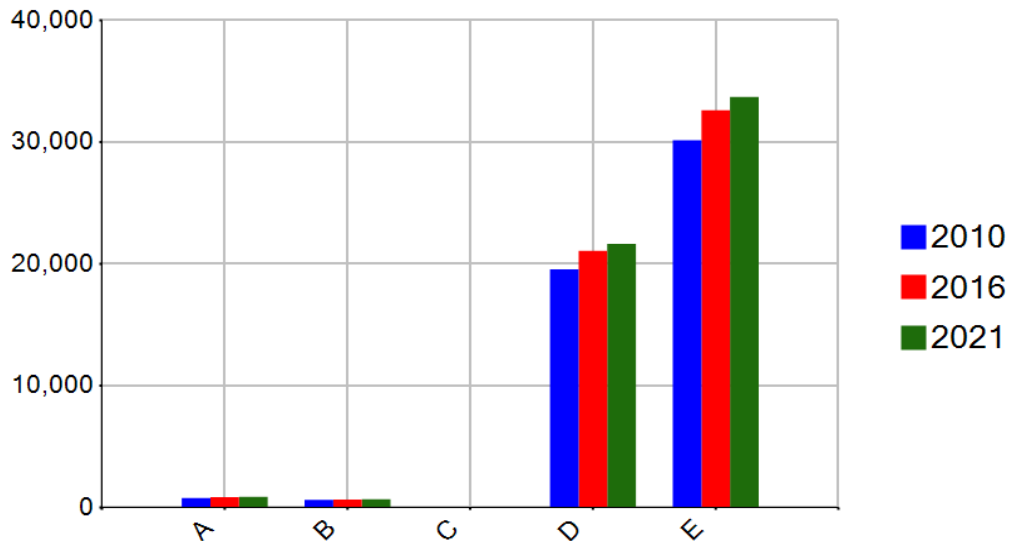
### HH Income Categories

### Percent Change

	2000 Census	%	2010 Census	%	2016A Estimate	%	2021 Projection	%	2000 to 2010	2016 to 2021
\$0 - \$15,000	1,333	8.4%	1,567	9.3%	1,715	9.5%	1,435	7.7%	17.6%	-16.3%
\$15,000 - \$24,999	1,537	9.7%	1,444	8.6%	1,388	7.7%	1,247	6.7%	-6.1%	-10.2%
\$25,000 - \$34,999	1,602	10.1%	1,476	8.8%	1,570	8.7%	1,430	7.7%	-7.9%	-8.9%
\$35,000 - \$49,999	2,267	14.3%	2,104	12.5%	1,983	11.0%	1,833	9.9%	-7.2%	-7.6%
\$50,000 - \$74,999	3,427	21.6%	3,002	17.9%	3,008	16.7%	2,555	13.7%	-12.4%	-15.1%
\$75,000 - \$99,999	2,599	16.4%	2,383	14.2%	2,729	15.2%	2,796	15.0%	-8.3%	2.5%
\$100,000 - \$149,999	2,242	14.1%	3,106	18.5%	3,272	18.2%	4,236	22.8%	38.5%	29.5%
\$150,000 +	907	5.7%	1,723	10.3%	2,344	13.0%	3,056	16.4%	90.0%	30.4%
Average Hhld Income	\$68,946		\$83,380		\$88,548		\$102,168		20.9%	15.4%
Median Hhld Income	\$58,271		\$63,422		\$68,977		\$82,313		8.8%	19.3%
Per Capita Income	\$20,577		\$25,448		\$27,029		\$31,303		23.7%	15.8%

Language Spoken at Home (Pop 5 Plus)

Language Spoken at Home (Pop 5 Plus)



A: Speak Asian/Pacific Island Language at Home

D: Speak Spanish or Spanish Creole at Home

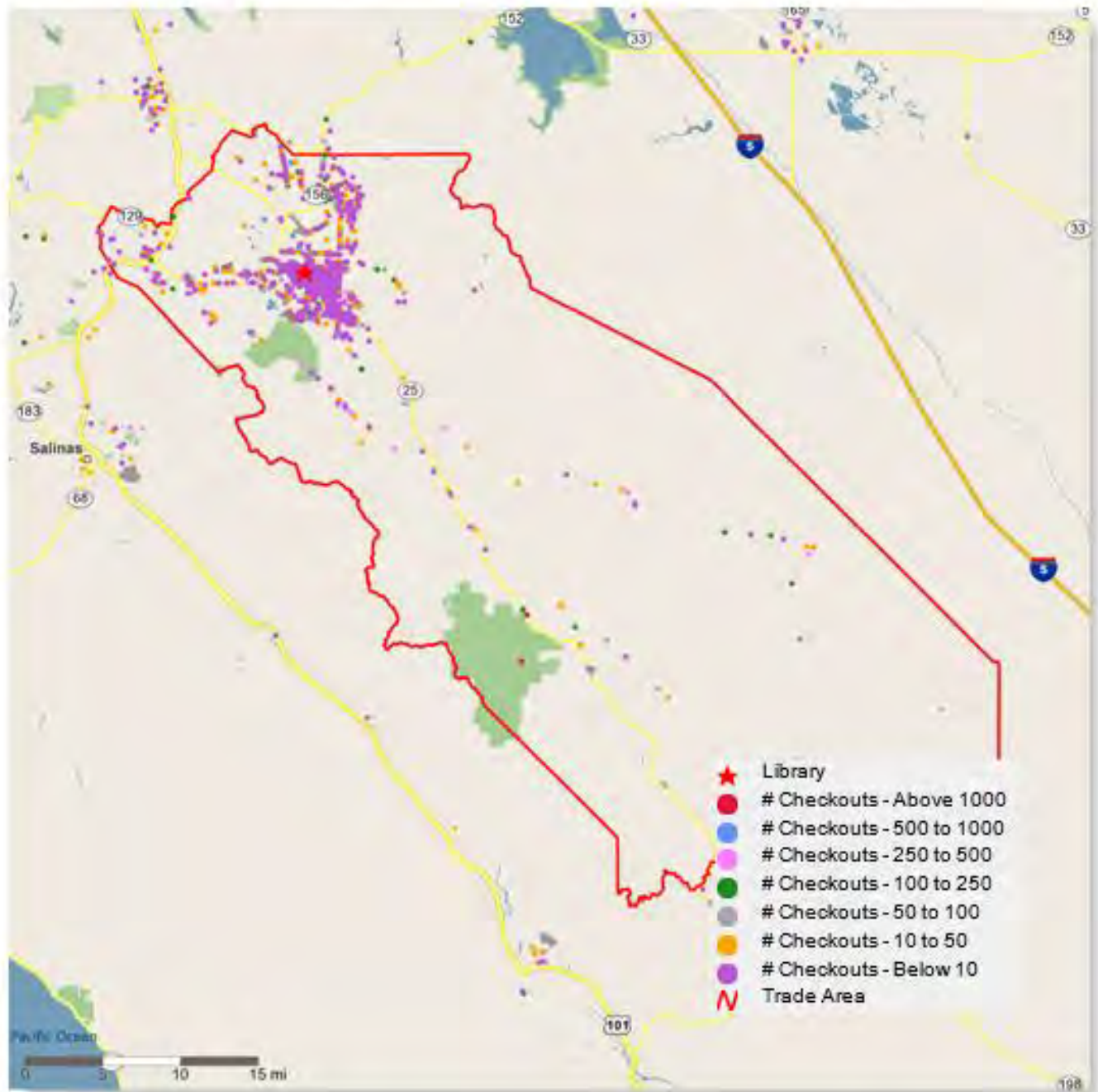
B: Speak Other Indo-European Language at Home

E: Speak only English at Home

C: Speak Other Language at Home

Language Spoken at Home (Pop 5 Plus)	2010 Census	%	2016 Estimate	%	2021 Projection	%	Percent Change 2016 to 2021
Speak Asian/Pacific Island Lang. at Home	790	1.54%	856	1.55%	887	1.56%	3.62%
Speak Other Indo-Europ Language at Home	636	1.24%	654	1.18%	676	1.19%	3.36%
Speak Other Language at Home	23	0.04%	48	0.09%	53	0.09%	10.42%
Speak Spanish or Spanish Creole at Home	19,570	38.24%	21,075	38.14%	21,650	37.99%	2.73%
Speak only English at Home	30,159	58.93%	32,626	59.04%	33,719	59.17%	3.35%

### Library Patron Households by Checkout Volume



The map above shows the library location (red star), the library trade area (red outline), and geocoded patron households as blue dots.



**Patron Household Proximity**

(Number of patron households by travel time from their residence to the library.)

Drive Time	Households
0-5	2,662
5-10	2,454
10-15	681
15-20	123
20-25	53
25-30	40
30+	274
<b>Total</b>	<b>6,287</b>

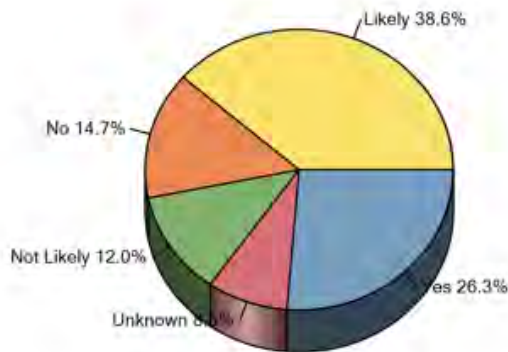
**Patron Household Checkout Volume**

(Number of patron households by total checkouts.)

Checkouts	Households
0	0
1-10	2,460
10-50	2,048
50-100	742
100-250	603
250-500	268
500-1000	122
1000+	44

**Presence of Children**

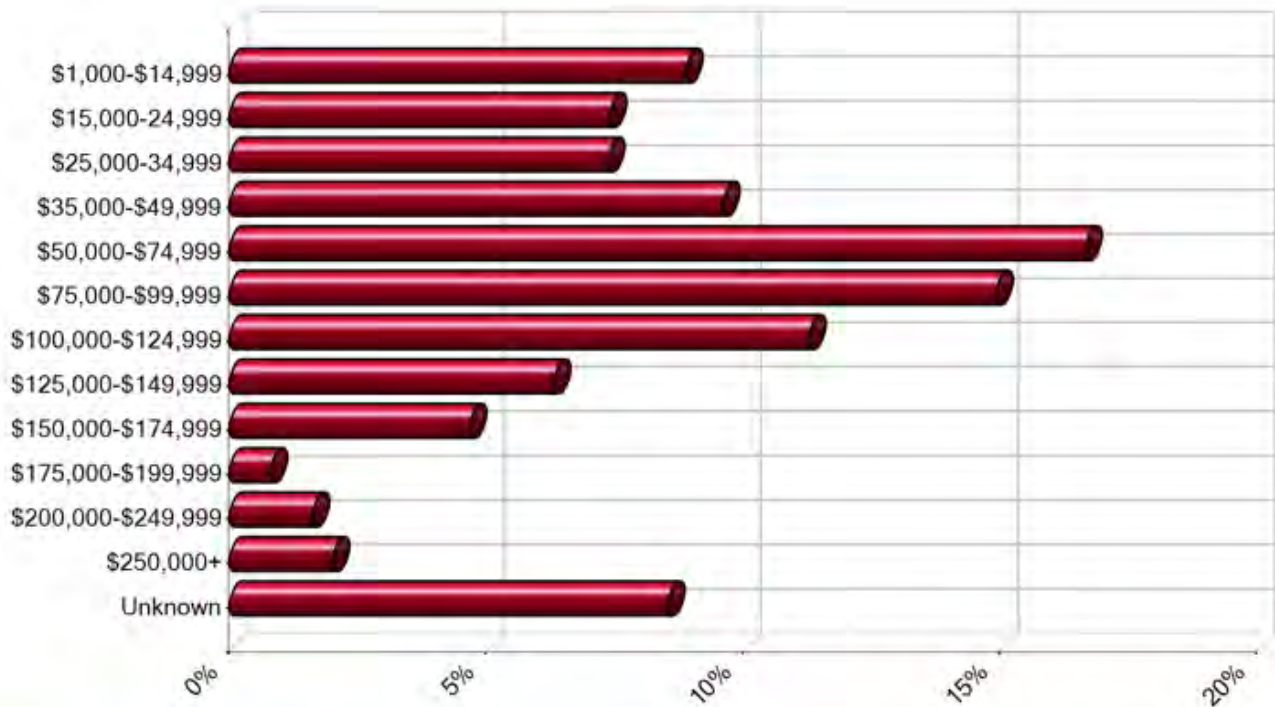
(Proportion of patron households likely to have children.)



Description	Patron Household Count	Patron Household Percent	Base Household Count	Base Household Percent
Unknown	438	8.5%	1,660	8.4%
Yes	1,349	26.3%	3,420	17.2%
Likely	1,980	38.6%	8,338	42.0%
Not Likely	615	12.0%	2,804	14.1%
No	754	14.7%	3,631	18.3%
<b>Total</b>	<b>5,136</b>	<b>100.0%</b>	<b>18,854</b>	<b>100.0%</b>




Geographic Information



Description	Patron Household Count	Patron Household Percent	Base Household Count	Base Household Percent	Index
\$1,000-\$14,999	456	8.9%	1,706	8.6%	103
\$15,000-\$24,999	380	7.4%	1,692	8.5%	87
\$25,000-\$34,999	378	7.4%	1,602	8.1%	91
\$35,000-\$49,999	493	9.6%	2,114	10.6%	90
\$50,000-\$74,999	855	16.6%	3,081	15.5%	107
\$75,000-\$99,999	766	14.9%	2,723	13.7%	109
\$100,000-\$124,999	579	11.3%	2,127	10.7%	105
\$125,000-\$149,999	324	6.3%	1,068	5.4%	117
\$150,000-\$174,999	240	4.7%	1,098	5.5%	84
\$175,000-\$199,999	41	0.8%	182	0.9%	87
\$200,000-\$249,999	83	1.6%	370	1.9%	87
\$250,000+	103	2.0%	431	2.2%	92
Unknown	438	8.5%	1,660	8.4%	102
<b>Total</b>	<b>5,136</b>	<b>100.0%</b>	<b>19,854</b>	<b>100.0%</b>	

**HOUSEHOLD COMPOSITION**



These demographic and current usage patterns present a number of implications and opportunities for growth for public library services in San Benito County.

- San Benito County currently has a population of 59,267. Based on library patron circulation records provided by the Library Director, activity was noted by 6287 library card holders last year. Of those card holders, 4508 accounted for 71% of the circulation activity. Library resource management does not appear to maximize the public benefit and reach a broad audience. Changes in resource allocation may be considered to grow community engagement and usage.
- The current population reflects 5-14 age range combined with the 0-4 population accounts for over 22% of the residents. The growing young population in San Benito County supports the continuing **need for strong children's programs and collections** in the San Benito County libraries. Public libraries have an important role to play in helping young children build the skills needed to succeed in school. Common themes in the Community Conversation sessions were concerns related to ensuring digital equality, access to information, parent comprehension of Common Core initiative, and a strong partnership with the library and education system including integration with programs such as Footsteps2Brilliance, 1000 Books Before Kindergarten and others.
- The percentage of the population age group of 25 – 55 is also growing. This population has the potential to be strong users of library services in general and of traditional, book-oriented library services in particular. Many respondents in the Community Conversations indicated they were regularly purchasing on average 14 books each year but indicated they would utilize the library if it had the materials to meet their needs. Community Conversations and survey responses also reflected: **"Offer something for adults to do. Not just kids."**
- Diverse languages spoken at home is also a trend that could impact material selection and programming needs. These populations may need more personalized outreach and customized collections to become engaged library users. Without this, demand for library services is likely to be weak and that is currently reflected in circulation trends.
- 49% of current active patrons fall in the \$50,000 – \$149,999 household income range. Community Conversations reflected concerns about ensuring residents in the lower income bracket have resources and opportunities to enhance learning and education so additional focus on outreach to that audience could lead to greater outreach, ability to target youth and teens, a better collections mix to address book readers that buy, and diversity in language.

## Current Library Collection & Services Review

### Industry Rating

For a national perspective, we started with **Library Journal's annual ranking of all U.S.** libraries based on the level of service they provide their communities. It groups libraries into budget categories and measures them on a per capita basis in four key areas: circulation, visits, computer use, and program attendance. The publication awards 3-5 stars to the 30 top-ranking libraries in each budget category.



	A	B	C	E	F	G	H	I	T	
1	Budget \$400k-999.9k	Number of libraries in this category =	1446	Libraries sorted by LJ Index score, highest first						
2										
3										
4	Library	City	State	Total Operating Expenditures	Score	Stars	Circulation per Capita	Visits per Capita	P	
5									p	
64	SAUSALITO PUBLIC LIBRARY	SAUSALITO	CA	\$789,334	900	0	18.54	15.31		
65	SAN ANSELMO PUBLIC LIBRARY	SAN ANSELMO	CA	\$765,130	744	0	13.25	9.05		
66	PACIFIC GROVE PUBLIC LIBRARY	PACIFIC GROVE	CA	\$842,640	688	0	16.43	7.98		
67	MARIPOSA COUNTY LIBRARY	MARIPOSA	CA	\$496,517	652	0	6.69	8.07		
68	SIERRA MADRE PUBLIC LIBRARY	SIERRA MADRE	CA	\$966,842	567	0	7.88	7.52		
69	PORTERVILLE PUBLIC LIBRARY	PORTERVILLE	CA	\$990,305	460	0	5.20	4.00		
70	PLUMAS COUNTY LIBRARY	QUINCY	CA	\$473,884	369	0	2.63	3.62		
71	HEMET PUBLIC LIBRARY	HEMET	CA	\$988,003	362	0	4.71	3.56		
72	TUOLUMNE COUNTY LIBRARY	SONORA	CA	\$924,503	368	0	3.23	3.26		
73	MOORPARK CITY LIBRARY	MOORPARK	CA	\$637,110	360	0	3.24	3.28		
74	COLUSA COUNTY FREE LIBRARY	COLUSA	CA	\$859,391	348	0	4.27	1.74		
75	TULARE PUBLIC LIBRARY	TULARE	CA	\$927,967	347	0	4.31	2.62		
76	CAMARENA MEMORIAL PUBLIC LIBRARY	CALEXICO	CA	\$674,734	339	0	1.05	2.43		
77	BANNING LIBRARY DISTRICT	BANNING	CA	\$527,559	335	0	2.24	2.48		
78	COALINGA-HURON UNIFIED SCHOOL DISTRICT LIBR	COALINGA	CA	\$862,621	334	0	2.35	2.46		
79	DIXON PUBLIC LIBRARY DISTRICT	DIXON	CA	\$827,489	332	0	1.93	3.06		
80	BLANCHARD/SANTA PAULA PUBLIC LIBRARY DISTRICT	SANTA PAULA	CA	\$785,087	319	0	2.32	2.94		
81	AMADOR COUNTY LIBRARY	JACKSON	CA	\$723,373	300	0	2.46	2.31		
82	BRAWLEY PUBLIC LIBRARY	BRAWLEY	CA	\$548,780	281	0	2.57	2.36		
83	VICTORVILLE CITY LIBRARY	VICTORVILLE	CA	\$602,998	275	0	1.56	1.63		
84	TEHAMA COUNTY LIBRARY	RED BLUFF	CA	\$494,316	275	0	2.21	1.32		
85	<b>SAN BENITO COUNTY FREE LIBRARY</b>	<b>HOLLISTER</b>	<b>CA</b>	<b>\$747,897</b>	<b>263</b>	<b>0</b>	<b>1.88</b>	<b>1.70</b>		
86	MADERA COUNTY LIBRARY	MADERA	CA	\$903,140	253	0	1.53	1.38		
87	IMPERIAL COUNTY LIBRARY	EL CENTRO	CA	\$445,320	238	0	0.67	0.84		
88	EL CENTRO PUBLIC LIBRARY	EL CENTRO	CA	\$600,236	234	0	0.81	0.90		
89	POMONA PUBLIC LIBRARY	POMONA	CA	\$982,846	212	0	0.59	0.58		

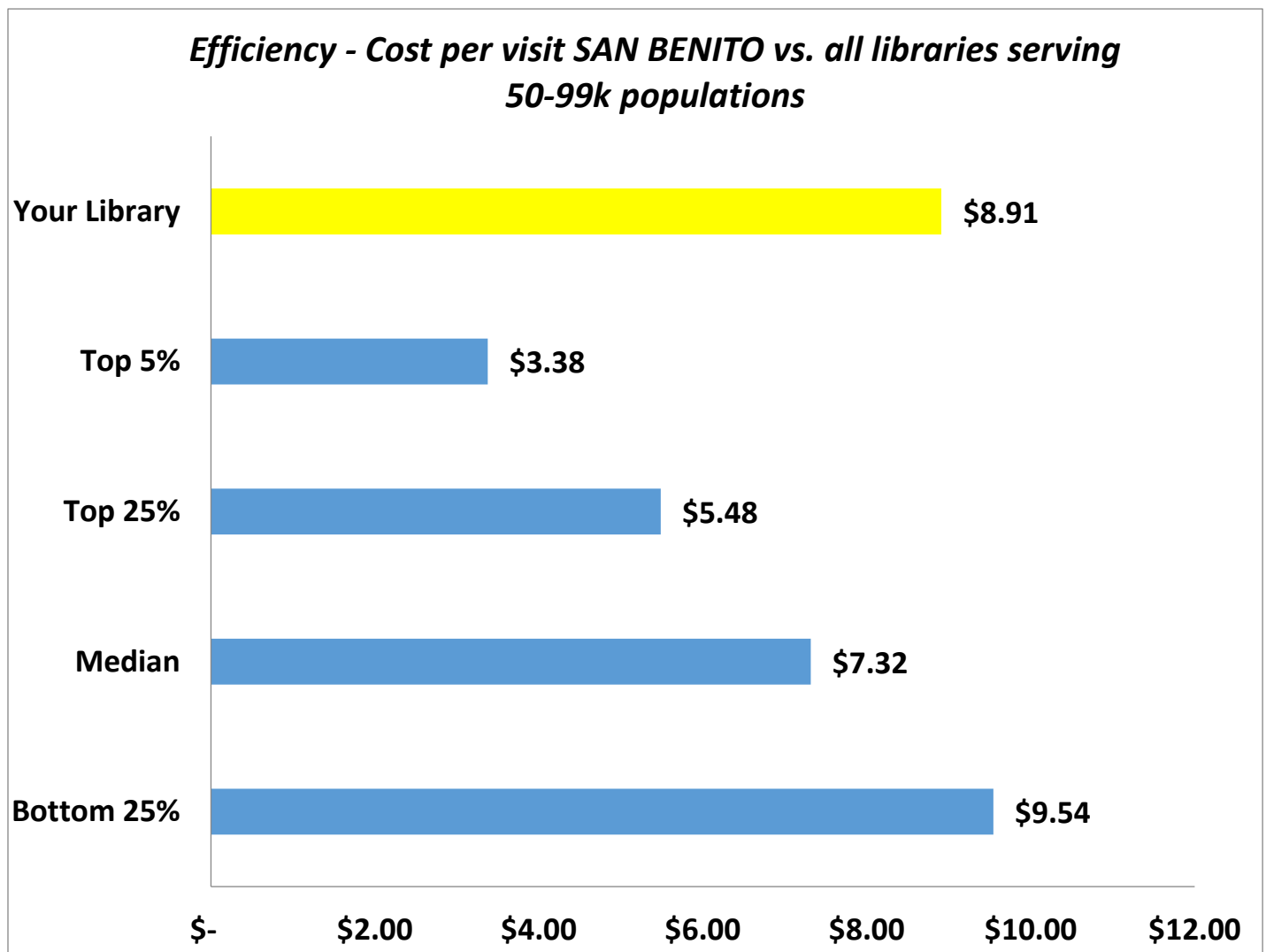
In its budget category:

- San Benito County Library has an LJ Score of 263 is ranked #21 out of 25 libraries in California with budgets of \$400k-999.9k.
- Nationally San Benito ranks near the bottom at #1419 out of 1443 libraries in this budget category.
- San Benito County Library was not awarded any Stars. To get into Star Ranking San Benito County would need to increase its LJ Index Score by 1276 points to a minimum of 1539.

## Efficiency Rating

Efficiency of a library is based on dividing the library budget by the total number of visits reported to IMLS. We use the number of visits because they effectively represent all other areas of library activity, since users must generally visit the library to check out a book, use a computer or attend a program.

Based on State Report data, it costs San Benito County \$8.91 each time a patron walks through the door. This is considerably more than the \$7.32 the average library serving a population of 50 – 99k spends per visit and it is much more than the \$3.38 the Top 5% of the most efficient libraries spend per visit.

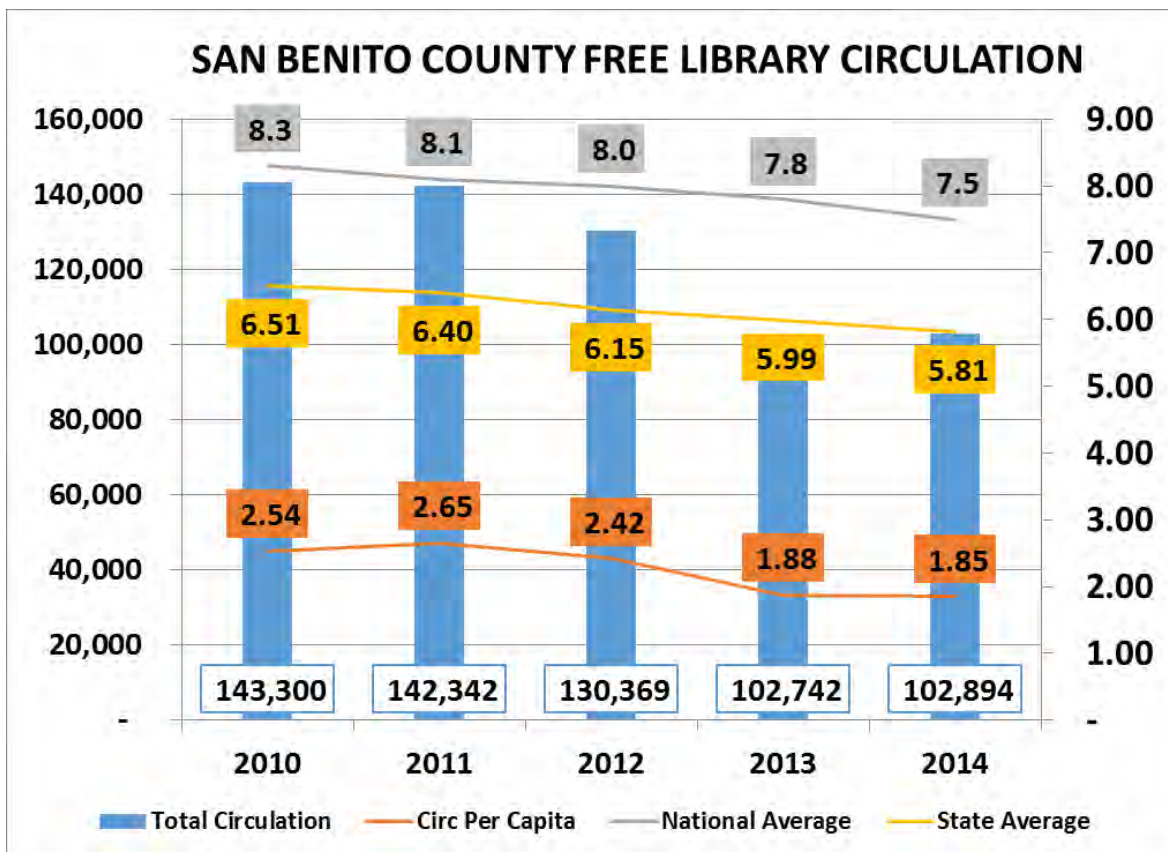




## Service Trends

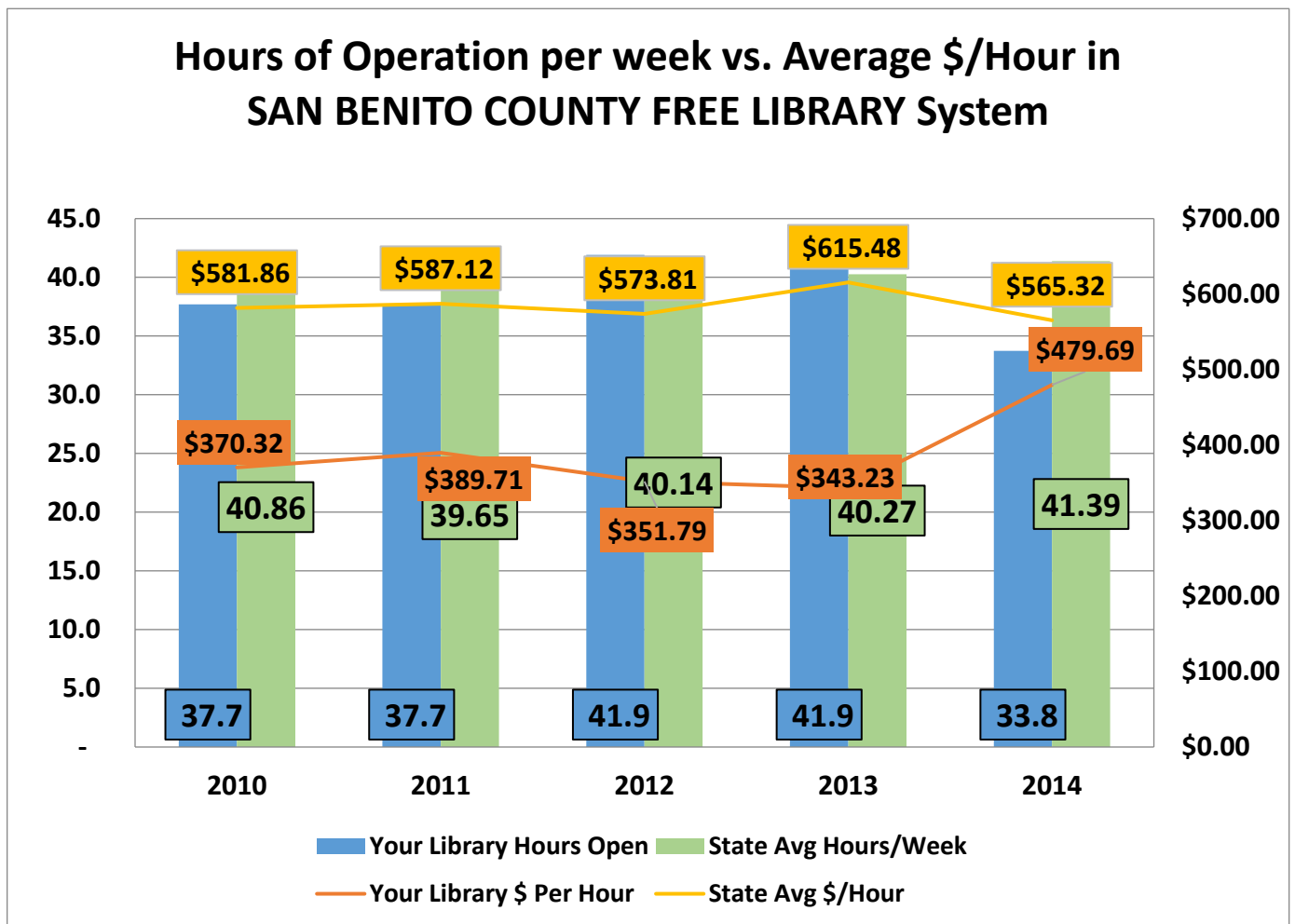
The following charts track usage of core library services over the past five years, compiled from data your library submits annually to the State Library and to the Institute of Museum and Library Services. All figures are for 2014, the most recent year for which national data is available.

The figures in the chart below indicate that the national average number of checkouts per library patron in 2014 was 7.5 and the state average was 5.81. San Benito is significantly lower with 1.85 circulation per capita. The trend also shows that San Benito County's circulation decreased 72% between 2010 and 2014.



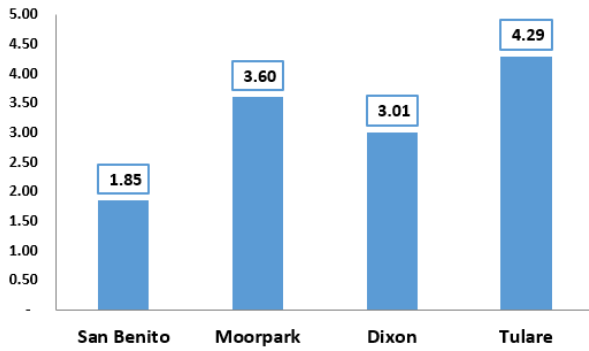
## Hours & Operation Expenses

The figures in the chart below indicate that in 2014, San Benito had significantly fewer open hours than the state average. Funding per operating hour also appears to have increased from 2013 to 2014 while the library's open hours have decreased.

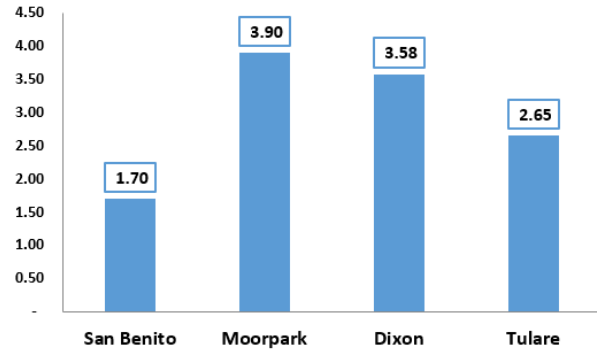




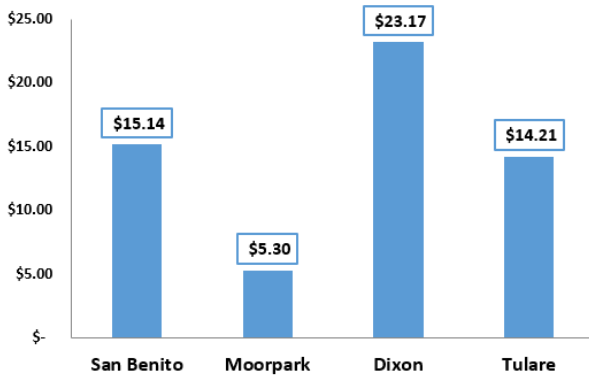
**Peer circ / capita**



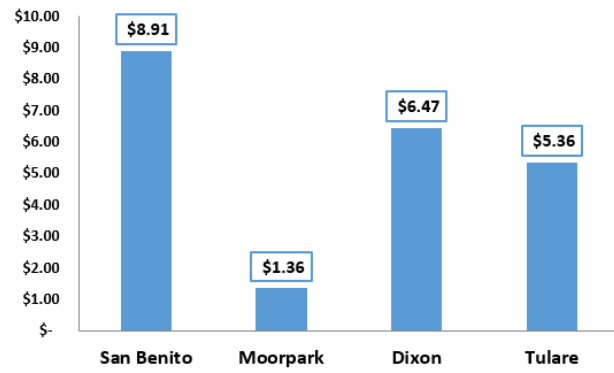
**Peer visits / capita**



**Peer \$ / capita**



**Peer \$ / visit**



## Mosaic Lifestyle Segmentation Chart

This household-based consumer lifestyle segmentation provides insights needed to anticipate the customer behavior, attitudes and preferences in order to better match services and reach your customers in the most effective communication channels. Complete Mosaic Descriptions are included in the Patron/Community Profile Report in Exhibit 2. Key segments include Steadfast Conventionalists, Balance & Harmony, Progressive Potpourri, Expanding Horizons, and Striving Forward.

Link	Description	Patron Household Count	Patron Household Percent	Base Household Count	Base Household Percent	Index	Opportunity
A01	American Royalty	2	0.0%	1	0%	773	200.0%
A02	Platinum Prosperity	9	0.2%	47	0%	74	19.1%
A03	Kids and Cabernet	6	0.1%	9	0%	258	66.7%
A04	Picture Perfect Families	36	0.7%	105	1%	133	34.3%
A05	Couples with Clout	17	0.3%	79	0%	83	21.5%
A06	Jet Set Urbanites	1	0.0%	0	0%	100	
B07	Generational Soup	52	1.0%	143	1%	141	36.4%
B08	Babies and Bliss	100	1.9%	204	1%	189	49.0%
B09	Family Fun- <del>fest</del>	4	0.1%	13	0%	119	30.8%
B10	Cosmopolitan Achievers	15	0.3%	13	0%	446	115.4%
C11	Aging of Aquarius	91	1.8%	521	3%	88	17.5%
C12	Golf Carts and Gourmets	20	0.4%	69	0%	112	29.0%
C13	Silver Sophisticates	32	0.6%	126	1%	98	25.4%
C14	Boomers and Boomerangs	249	4.8%	775	4%	124	32.1%
D15	Sports Utility Families	80	1.6%	231	1%	134	34.6%
D16	Settled in Suburbia	85	1.7%	220	1%	149	38.6%
D17	Cul de Sac Diversity	184	3.6%	515	3%	138	35.7%
D18	Suburban Attainment	3	0.1%	5	0%	232	60.0%
E19	Full Pockets Empty Nests	2	0.0%	2	0%	387	100.0%
E20	No place like Home	64	1.2%	261	1%	95	24.5%
E21	Unspoiled Splendor	99	1.9%	569	3%	87	17.4%
F22	Fast Track Couples	185	3.6%	892	4%	80	20.7%
F23	Families Matter Most	104	2.0%	222	1%	181	46.8%
G24	Status Seeking Singles	4	0.1%	15	0%	103	26.7%
H26	Progressive Potpourri	348	6.7%	2,209	11%	81	15.7%
H27	Birkenstocks and <del>Seamans</del>	62	1.2%	588	3%	41	10.5%
H28	Everyday Moderates	51	1.0%	151	1%	131	33.8%
H29	Destination Recreation	16	0.3%	136	1%	45	11.8%
I30	<del>Stocks</del> and State Parks	43	0.8%	150	1%	111	28.7%
I31	Blue Collar Comfort	4	0.1%	16	0%	97	25.0%
I32	Steadfast Conventionalists	509	9.9%	1,169	6%	168	43.5%
I33	Balance and Harmony	571	11.1%	2,391	12%	92	23.9%
J34	Aging in Place	88	1.3%	357	2%	74	19.0%
J35	Rural Escape	27	0.5%	166	1%	56	14.5%
J36	Settled and Sensible	12	0.2%	38	0%	122	31.6%
K37	Wired for Success	27	0.5%	124	1%	84	21.8%
K38	Gotham Blend	11	0.2%	39	0%	109	28.2%
K39	Metro Fusion	7	0.1%	15	0%	180	46.7%
K40	Bohemian Groove	21	0.4%	92	0%	88	22.8%
L41	Booming and Consuming	31	0.6%	130	1%	92	23.8%
L42	Rooted Flower Power	69	1.3%	367	2%	73	18.8%
L43	Homemade Happiness	11	0.2%	104	1%	41	10.6%
M44	Red White and Bluegrass	9	0.2%	56	0%	62	16.1%
M45	Diapers and Debit Cards	9	0.2%	16	0%	217	56.3%
N46	True Grit Americans	0	0.0%	5	0%	0	0.0%
N47	Countrified Pragmatics	12	0.2%	93	0%	50	12.9%
N48	Rural Southern Bliss	0	0.0%	6	0%	0	0.0%
N49	Touch of Tradition	1	0.0%	20	0%	19	5.0%
O50	Full Steam Ahead	12	0.2%	69	0%	87	17.4%
O51	Digital Dependents	125	2.4%	895	5%	54	14.0%
O52	Urban Ambition	2	0.0%	6	0%	129	33.3%
O53	Colleges and Cafes	1	0.0%	0	0%	100	
O54	Striving Simple Scene	13	0.3%	45	0%	112	28.9%
O55	Family Troopers	205	4.0%	661	3%	120	31.0%
P59	Expanding Horizons	409	8.0%	1,013	5%	156	40.4%
P60	Striving Forward	251	4.9%	638	3%	152	39.3%
P61	Humble Beginnings	49	1.0%	134	1%	141	36.6%
Q62	Reaping Rewards	61	1.2%	320	2%	74	19.1%
Q64	Town Elders	82	1.6%	474	2%	67	17.3%
Q65	Senior Discounts	22	0.4%	109	1%	78	20.2%
R66	Dare to Dream	64	1.2%	195	1%	127	32.8%
R67	Hope for Tomorrow	0	0.0%	3	0%	0	0.0%
S68	Small Town Shallow Pockets	5	0.1%	18	0%	107	27.8%
S69	Urban Survivors	0	0.0%	1	0%	0	0.0%
S70	Tight Money	8	0.2%	29	0%	107	27.6%
S71	Tough Times	5	0.1%	17	0%	114	29.4%
U00	Unassigned	438	8.5%	1,680	8%	102	26.4%
	<b>Total</b>	<b>5,136</b>	<b>100.0%</b>	<b>19,854</b>	<b>100%</b>		



## Library Usage Patterns / Resource Allocations

- How patrons are using the library based on data library submitted annually by the Director to the Institute of Museum and Library Services: For every 100 people entering your library doors:

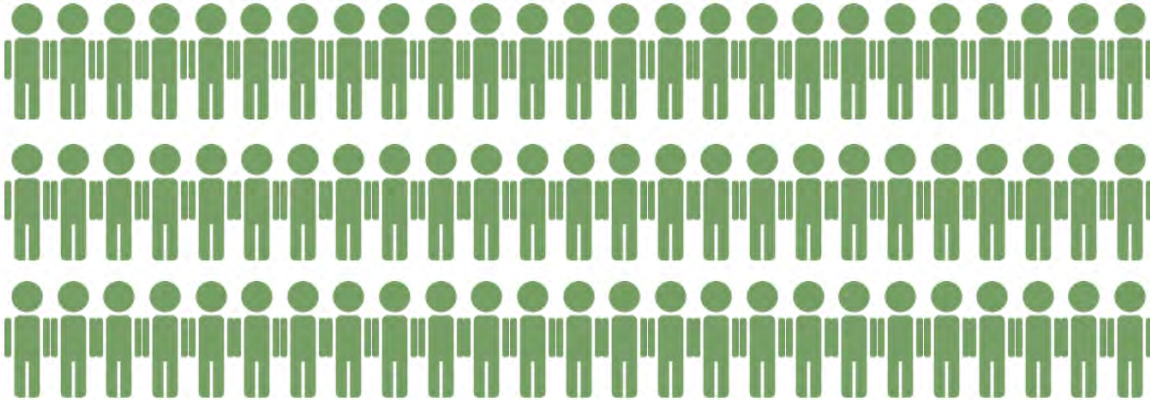
5 will go to a program (and 5 of those-97%- will be children)



18 will come to use a computer



And the other 77 will come to get a book



PS: Some of the people coming for programs and to use the computers check out books, too.

## Library Collections / Resource Allocations



### Staffing

Spending on staff is above the state average of 65%. There could be opportunities for reprioritization of resources or opportunities to increase efficiency in staffing

### Materials

Circulation per capita, one of the key measures of collection health, stands at 1.85 (less than one-third of the California average of 5.81). This has steadily been declining and is down nearly 30% since 2010. Improving this would help meet the **community's** stated preference for fresh and relevant materials.

Most materials are ordered uncatalogued and unprocessed from Ingram as well as some ordering from Amazon, which means a large amount of local staffing resources are spent on back-of-house functions. One option for improvement is volume purchasing of shelf-ready materials via a strategic partnership.

Collection maintenance and grooming is an area that could benefit from a more robust and cyclical approach. Staff have indicated disposing of materials is primarily done based on visual inspection and physical condition. However, based on a general review, there may be a reluctance to withdraw items. Best collection management practices suggest that the percentage of items in your collection that have not circulated in 24 months should not exceed 10%.

A comprehensive list of recommendations is included in Exhibit 3 Recommendation Guide.


## Current Library Technology Review

### High-Level Summary

- The results of our review are a mixed bag of concerns, some showing high risk. Of the areas reviewed, many stand out for immediate attention
  - Security vulnerabilities in the network, on patron and staff computers, in the library management system, and infrastructure
  - Default passwords are still in place, as are stored passwords, or in many cases no passwords. This allows access to the patron and staff personal computers and the Koha Library Management System. With this vulnerability it would be easy to create accounts, provide admin or super-user privileges and perform acts to cripple the system
- Network vulnerabilities exist in the library. Best practices would indicate a separation of patron and staff network access, yet the staff, patron, and wireless all exist on the same network. Access to a staff PC is relatively easy via a Patron computer or wirelessly
- Default configurations and passwords are frequent. Updates are not set up and we observed many personal computers with security modifications, patches, or maintenance left unapplied. Many 3<sup>rd</sup> party products (like Envisionware) need further configuration to complete the setup (for security)
- The library management system Koha contains staff accounts with individuals no longer employed by the library. Most accounts are super-user (all privileges) with no implementation of role-based security
- The library must update the security and environmental issues and begin updating patron-related technologies like printing, scanning, and wireless. Another Best Practice is to update the patron and staff hardware (consistency or standardization) and cabling infrastructure. Looking-forward technologies like Virtual Desktop and cloud enabled library management, as well as preparing the space to address multi-purpose activities are recommended.

### Investing in Technology and IT Positioning

The impact of the changing role of libraries and their associated infrastructure and technology plays a great role in investment decisions. Libraries need to consider




where the trends are and plan appropriately. The macro trends have the world moving from the information superhighway to the intelligent age. Intelligence is being built into all levels of technology and it is pulling in information from multiple sources and combining data in new ways. This is characterized in the following ways:

- Proliferation of high-speed Internet
- Massive computing power
- Centralized, federated data sources
- Cloud databases
- Access to multiple data sources
- Neural networking
- Server- vs. client-based computing
- Phone and tablet power and innovation

Examples of this are seen in **mainstream services like Apple's Siri, Microsoft's Cortana, and Google's Now. Amazon's Alexa and IBM's Watson are also examples of this** intelligent layer drawing on multiple data sources. Technology sensations like Pokémon Go are innovations that combine virtual reality and federated data technologies. For Libraries to remain relevant and in touch with the community, they need to stay current with these trends. The lines between patron and library technology will become blurred as mobile devices and personalized services are combined.

In our opinion, libraries are increasingly challenged by these trends:

- Multi-use facilities. Increasing the community role, and increasing the education role, blurring the lines between these service and community providers. We see libraries with larger education roles (after school programs, tech labs, tech training, homework help), and increased community roles like job training, ESL, certifications, simulators, and business services
- Technology oriented facilities. Larger Tech labs that include a variety of desktop and mobile device architectures. Technology development and training functions like programming, web development, and network certifications require PC and desktop options that are modern and up to date. This brings in considerations for Virtual Desktop or Desktop as a Service (DaaS) to deal with the larger and more volatile tech environment
- Security standards and responsibilities. Libraries, as they increase their interaction with mobile and patron activities, need to also consider their security posture. Access to patron data and risks are low, the loss of credibility, reputation, and time loss are necessary justification for considering enterprise security preventions and active monitoring for threats. Improvement include:

- 
- Enterprise standards, and implementation of firewall and zone (DMZ) architectures that allow for threat awareness and real time response. Updates to security profiles need to be timely and comprehensive
  - IT data protection strategies end to end. These prevent issues or threats (like ransomware) but also allow you to recover from issues. Consider backup capabilities, too
  - System and server updates. Modern systems have greater resiliency to threats. Another reason to consider cloud resources is their greater likelihood of environments that are appropriately managed
- Evolving software models. Libraries (and enterprises) are challenged to remain stable and current in technology. Stability can often mean stale and current can often mean disruptions, **so it's important to find the**. A balance between the two. This requires investments in testing and planning. Operating Systems like Windows 10 now provide an evolving software model that takes much of the decision out of the hands of the patrons or libraries unless they take steps to **deal with the continual change process. "App Stores" will play a larger role in** software acquisition and installation, departing from traditional deployment models
  - Bandwidth. Almost everything modern is built around internet bandwidth. Wired and wireless facilities need to be capable of adding capacity and performance without major changes. This means investments in network infrastructure, switching, wired and wireless. Desktops and mobile devices, gamers, teleworkers, etc., consume internet bandwidth
  - Wireless. Wireless is evolving to support bandwidth and capabilities that are on a par with wired, and in some respects (security) exceed wired environments. Wireless architectures have greater ability to track activity, monitoring threats, and control quality of service. Additionally, as beacon technology evolves, the ability to provide location awareness is a tool for libraries to consider for new applications and greater interaction with patrons and vendors
  - Migration to the cloud or off-site locations. Libraries rarely have the facilities to provide reliable and stable infrastructure. Other than PCs, Printers, and networking, all other systems should be moved to a secure location. Libraries need to consider bandwidth, security, physical limitations (space, power, heat/cooling), and scalability

- Server Side Computing. Related to the migration to the cloud is the trend to server side computing. As services move away from the desktop or PC, they are increasingly consolidated and perform on servers of greater power and capabilities. This allows for greater value (cost per cycle or cpc) and centralization of services
- Consideration of subscription-based implementation alternatives. Given the choice of large capital purchases or evolving subscription models, libraries have flexibility to implement technology refreshes. Pay as you go or similar models allow for capacity to be installed as you need it, providing for lower up-front costs and lower cost of ownership over time
- Investments in mobile computing and mobility. Patrons' phones often exceed the capabilities of desktop computing. Investments in access technology, mobile applications, location awareness, and beacon technologies bring greater sophistication and capabilities
- Bring your own Device (BYOD). Proliferation of this can mean users' phones and tablets play a larger role and represent a larger percentage of technology in the library
- Role of library management systems. Library management systems must evolve to help libraries address the larger and changing role. Social and mobile integration must increase, including ecommerce integration, greater physical and technical security, and a move to open APIs and open standards

### Implementation Considerations

Many of the items related to technology require time, planning, and money. The best approach is to start with a 3-5 year Technology Plan that mirrors the Library Ops Plan. Technology often has to be addressed over several years due to the cost and the pre-requisites. A plan that addresses each technology layer (PC, Server, Networking, etc.) and how it evolves over the course of time is essential to having a well-designed **and practical strategy. The nature of library budgets often doesn't afford the wholesale purchase of technical equipment so the purchasing strategy must be considered as well.**

A comprehensive list of recommendations is included in Exhibit 4 Recommendation Guide.



# Technology Education and Library Center (TEL) Facility Plan

## Population Growth and Facility Size

Population growth projections for San Benito County are projected towards 61,000 by 2021. Recommendations in this report are based on current trends. Although the State of California does not offer library size standards and American Library Association no longer sets quantitative standards for public libraries, library building projects, such as Montana's ImagineIF Libraries, assert that the general rule of thumb for new library construction for the past 15 years has been 1.0 square foot per capita. The tendency has been to make them ever larger to accommodate additional technology and meeting spaces required by the community. Therefore, 60,000 square feet is the minimum size we recommend for a new TEL facility in San Benito County.

## Estimated Construction Costs

Final construction costs will vary depending on the site selected, local construction codes, labor costs, furniture, fixtures and equipment, and many other factors. A sample of library construction projects\* completed between July 1, 2014, and June 30, 2015 in California, reported their total Cost per SF as \$482.14 (Palo Alto) for a 56,000 sq. foot library:

\*<http://lj.libraryjournal.com/2015/11/buildings/year-in-architecture-2015-public-library-data>

Standard construction projects cost breakdowns may include:

Cost Estimate	% of Total	Cost Per SF	Cost
Basic Construction		\$550.00	\$33,000,000
Contractor Fees (GC, Overhead, Profit)	30%	\$165.00	\$ 9,900,000
Architectural Fees	14%	\$ 77.00	\$ 4,620,000
Total Building Construction		\$792.00	\$47,520,000

Note that current construction estimates may be higher depending on local resource availability. Cost per SF in the table above includes only basic construction, and does not include Furniture, Fixture & Equipment (FF&E), which can add between \$100-\$125 per square foot in costs. Additional costs will include technology, cabling, signage, and interior design.



A two-story building has some important disadvantages, including higher:

- Initial building costs due to stairways, elevators, load-bearing, live-weight flooring and support requirements
- Overall staffing costs
- Maintenance, HVAC and utilities costs. Unless space is a consideration, one-story facilities are preferred.

To estimate floor loading\*, the weight of a single tier bookstack filled with books to typical working capacity, may be figured at 35 lbs. per cubic foot of range. Normally, the floor load for bookstacks and books can be safely figured at 150 lbs. per square foot. Additional allowances for live loads may be required, depending on local building codes.

\*[http://www.borroughs.com/portals/0/PDFs/Industrial\\_Storage\\_Catalog-Complete.pdf](http://www.borroughs.com/portals/0/PDFs/Industrial_Storage_Catalog-Complete.pdf)

The square footage planning below also takes into account unassigned space like lobby/foyer, restrooms, storage areas and corridors. If the library is located in the downtown area, which would group municipal and other community services in close proximity, in addition to shared services, there could be additional sharing of space such as conference and meeting rooms.

An opening day collection (ODC) should also be taken into account. A general estimate is 2.5 items per capita and an ODC of half of that, or  $1.25 \times 57,000 = 71,250$ . Using an average cost of \$20 per item, a general budget would be 1.45M. However, a number of items from the existing library may be retained as well as any special collections, such as local history, which should all be taken into consideration.




## Services

Through Community Conversations and interviews with key leadership – a number of service themes emerged. These were then included in a survey asking community members what they would like to see in a library:

Answer Choices	Responses
<b>Books / Movies / Materials</b>	<b>58.44%</b>
<b>Laptop Bars / Bring Your Own Device zones</b>	<b>48.48%</b>
<b>Coffee Bar / Food Services</b>	<b>43.72%</b>
<b>Community Meeting Spaces</b>	<b>43.29%</b>
<b>Formal/Informal Education and classroom spaces</b>	<b>41.99%</b>
<b>Job Help Center</b>	<b>34.20%</b>
<b>Other community and citizen services</b>	<b>32.47%</b>
<b>Technology Maker Lab / Creative Spaces</b>	<b>30.74%</b>
<b>Cultural Exhibit Space</b>	<b>29.44%</b>
<b>Craftsman Maker Space with tools, industrial sewing machines etc.</b>	<b>21.65%</b>
<b>Digital Content Creation Space- such as recording studios, graphic design space, etc.</b>	<b>20.78%</b>
<b>Teleworking Space</b>	<b>19.05%</b>
<b>Entrepreneurial Lab</b>	<b>12.99%</b>

The space plan below allows for flexibility in services depending on final community priorities. Other emerging themes from Community Conversations included a desire to:

- Integrate a TEL space with the education community in areas such as innovative classroom space, a technology focused magnet program or dynamic after-school programming. There could also be the possibility of hosting community college classes and other continuing education programs. The plan below includes classrooms
- Ensure the needs of low-income families are met and bridging the word and technology gap. The plan below includes a focus on early literacy and a creative learning environment

- 
- Serve the career development needs of teens and adults. The plan below includes business development space and resources.
  - Foster strong community involvement and engagement with the Library Friends and other support groups. The plan below includes a work and retail space.
  - Meet the needs of teleworkers, independent study, and small meetings. The plan below includes a number of rooms to accommodate an assortment of group sizes.
  - Ensure the community can connect through content creation, arts, performances, conversation and other interactive activities. The plan below does designate general lab and community space, and this may include areas such as:
    - Design lab area with resources for 3D printing, electronics, basic engineering, computer programming, and robotics. This could also include non-tech focused creation items such as commercial grade sewing machines, specialized tools, etc.
    - Video/studio production space with professional-grade equipment, chromakey backgrounds for filming, and sound booths as well as editing bays
    - Performance and exhibit friendly space for group events, such as discussions, art displays, cultural exhibits, banquets, readings, presentations, and live music performances. Performing arts auditorium and lecture hall. The furniture planned should be easy to rearrange or store for the various types of uses

# Technology Education and Library Center (TEL) Facility Plan

## Library Space Sq. Ft. Summary

<u>LIBRARY DIVISION</u> Space Name	SPACE	DIVISION SQ. FT.
<u>Business Reference Services</u>		<u>1,962</u>
Business Reference Collection & Seating	340	
Chambers of Commerce Office	442	
Conference Room	340	
Telephone/Internet Business Reference Center	840	
<u>Children's Library</u>		<u>4,285</u>
Children's Collection & Seating	702	
Children's Desk	216	
Children's Entrance (Interior)	N/A	
Children's Program Area	586	
Children's Reference Collection & Seating	597	
Children's Rest Room	N/A	
Children's Story Time Room	448	
Homework Center	448	
Juvenile Collection & Seating	1,288	
<u>Circulation Services</u>		<u>3,574</u>
Book Return Room	312	
Circulation Desk	569	
Circulation Office	320	
Computer/Telecommunications Room	224	
Copy Center	193	
Self-Service Reserved Book Bay	80	
Staff Entrance & Lobby	N/A	
Staff Lounge	571	
Staff Rest Rooms	N/A	
Staff Workroom	1,305	
<u>Classrooms</u>		<u>3,726</u>
Class Workroom	1,196	
Classroom A	470	
Classroom B	470	
Classroom C	470	
Classroom D	470 <sub>enito to 60000 sf</sub>	

<u>LIBRARY DIVISION</u>	SPACE	DIVISION	SQ. FT.
Space Name			
<u>Classrooms</u>			<u>3,726</u>
Classroom E	470		
Instructor office spaces	180		
<u>Fiction Collection</u>			<u>1,154</u>
Fiction Collection & Seating	1,154		
<u>Genealogy Collection</u>			<u>401</u>
Genealogy Collection & Seating	401		
<u>General Building Services</u>			<u>1,065</u>
Custodial Workroom	257		
Friends' Book Storage & Workroom	321		
General Library Storage Room	374		
Loading Dock	N/A		
Mechanical Equipment Room	N/A		
Shipping & Receiving	113		
<u>Homework Center</u>			<u>1,000</u>
Homework Collection & Seating	1,000		
<u>International Language Collections</u>			<u>784</u>
International Language Collection & Seating	784		
<u>Library Administration</u>			<u>1,618</u>
Administrative Staff Office	138		
Business Office	340		
Conference Room	227		
Foundation Development Office	402		
Library Director's Office	440		
Storage/Supply Room	71		
<u>Library Entrance</u>			<u>1,747</u>
Friends' Book Storage & Workroom	378		
Friends' Bookstore, Café, Coffee Shop & Gift Shop	1,369		
Public Entrance & Lobby	N/A		
Public Rest Rooms	N/A		

San Benito to 60000 sf

<u>LIBRARY DIVISION</u>	SPACE	DIVISION	SQ. FT.
Space Name			
<u>Literacy Center</u>			<u>3,451</u>
Computer Lab/Training Room	1,136		
Conference Room	225		
Literacy Office	184		
Literacy Reception & Waiting Area	783		
Literacy Staff Offices	618		
Literacy Study/Tutoring Room A	155		
Literacy Study/Tutoring Room B	175		
Literacy Study/Tutoring Room C	175		
<u>Local History Collection</u>			<u>475</u>
Local History Collection & Seating	475		
<u>Marketplace</u>			<u>1,040</u>
Marketplace	1,040		
<u>Media Area</u>			<u>544</u>
Media Collection	544		
<u>Media Lab</u>			<u>682</u>
Media Production Room	682		
<u>Non-Fiction Collection</u>			<u>2,428</u>
Non-Fiction Collection & Seating	2,428		
<u>Periodicals Collection</u>			<u>652</u>
Current Magazine & Newspaper Display & Seating	652		
<u>Public Meeting Rooms</u>			<u>6,552</u>
Auditorium	4,666		
AV, Chair & Table Storage Room	107		
Conference Room	217		
Conference Room B	195		
Custodial Sink & Supply Closet	N/A		
Kitchenette	91		
Meeting Room	1,276		
Public Rest Rooms	N/A		

San Benito to 60000 sf



<u>LIBRARY DIVISION</u>	SPACE	DIVISION	SQ. FT.
Space Name			
<u>Reference Services</u>			<u>3,381</u>
Computer Lab/Training Room		516	
On-line Public Access Catalog (OPAC)		88	
Quiet Room		968	
Reference Collection & Seating		1,215	
Reference Desk		255	
Study/Tutoring Room		179	
Study/Tutoring Room B		160	
<u>Young Adult Services</u>			<u>759</u>
Study/Tutoring Room		139	
Young Adult Collection & Seating		620	
		Net Assignable Square Footage:	<u>41,280</u>
		Non-Assignable Square Footage (@ of Gross): 25%	
		Gross Square Footage: 60,000	



## TEL Technical Supplement to the Library Space Analysis

As any library considers space or infrastructure changes, it is appropriate to consider the role of technology in the new or modified space. This section provides additional guidance for architects and space planners as they consider changes.

### General

Modern and forward thinking libraries need to understand the changes in technology and their impact on the technical infrastructure. Items in this section apply to all areas and libraries in general and to a specific area.

- Wireless – as more libraries consider wireless infrastructure it is appropriate to specify wireless standards that are capable of dealing with larger workloads and more stringent security. This is generally analogous to enterprise security standards. Wireless equipment should be capable of supporting multiple spatial streams, VLANs, and 802.11ag standards.
- Internet Bandwidth – modern technology environments require greater bandwidth demands. New Operating environments, storefronts, and greater video capabilities all drive bandwidth higher. As you consider bandwidth, make sure the technical infrastructure has a roadmap to 1 GB/per second to 10 GB/per second to the internet.
- Cable Infrastructure – Current standards for cabling for technical infrastructure are Category 6 (or Cat 6) for data and VOIP systems. Lower bandwidths and shorter cable distances can be supported by Cat 5, but larger libraries should consider the investment for the current cable standards.
- Telephone Systems – VOIP Systems are appropriate for new installations. VOIP can provide a number of infrastructure benefits (VOIP utilizes many of the same technical elements like network switching) and communications benefits.
- Network Switching – Consider switching elements that provide POE (Power over Ethernet) capabilities to allow for the data and VOIP usage over the same cable infrastructure. Consider equipment that provides bandwidth ranges within those identified above (10 GB for servers, 1 to 10 for edge stations).
- Servers – Libraries should consider Cloud based servers for most of their data processing needs. This allows for improved power, bandwidth, security, and consolidation that is not usually an option at a Library. If Cloud is not an option, then libraries need to consider power conditioning and reliability. Trends in library futures indicate the hours of operations are increasing (or service options are increasing) and server availability and reliability are key considerations. Servers

in the cloud are heavily dependent on reliable bandwidth and reasonable performance.

- Lockdowns – devices deployed generally utilize cable lockdowns for security. Consider furniture that takes into account lockdown or deploy equipment in secure rooms or out of reach of patrons.
- Security Cameras – Library should consider monitoring all entrances and exits and other areas of patron interaction. Cameras should be mounted out of reach and have security screening over the lenses. Camera video should be captured on a dedicated video system. Motion activation will improve the storage needs. IPTV or other compressed video standard that is compatible with most video / pc systems should be considered.
- Audio-Visual – Libraries with common areas, Business Services, meeting rooms, **and conferencing facilities should review AV requirements. Today's AV systems** are much more capable at a lower price point.
  - Projection systems – need to consider room brightness, distance to screen, and pixel density. Brighter systems (5000 Lumens and above) are appropriate for brightly lit rooms. WGA and HD are appropriate for displaying PC oriented material (presentations, skype). High Definition (720 dpi and above) are also appropriate for better viewing of text and image data. HDMI is an appropriate wired interface and many projection systems can support common wireless connectivity to lower the cost of wiring and implementation.
  - Switching systems are still appropriate for multiple input devices like Blue Ray players.
  - Conferencing systems (Mic, Speakers) are low cost on the very low end of capability. They get expensive in multiple zones, with multiple microphones, and complicated conferencing systems.
  - Conference Room management and control can also drive costs higher but significantly improve ease of use and flexibility.
  - Flat Displays – Large LCD or LED TVs have dropped in price and are now reasonable alternatives for projection systems. The same requirements for brightness, contrast, HD support, etc. are appropriate. Consider systems that deal with burn-in (TV tuned to the same image continuously), and are equipped with both Ethernet (1GB) and Wireless (802.11g). Consider power and cable at or near wall or ceiling mounts.
- Technical Accessibility Considerations – Considerations should be made for each area of Personal Computer usage and activity. This includes:
  - Filtering – Internet Protection of Children Act requires the installation and configuration of filters restricting access to age appropriate materials.



- **Touch Screen or Children’s PCs** – PCs that utilize touch screens or specialize **keyboards and applications are appropriate for libraries and children’s** activities.
- Limited Internet – **Children’s section and PCs may restrict or remove** internet capabilities.
- Separate Sections out of visibility of Adult PCs – It is appropriate to place **Adult PCs (generally unrestricted) out of the vision of Children’s sections.**
- PCs with Accessibility Capabilities – Many libraries provide tools or PCs with capabilities to address certain accessibility concerns including:
  - Large Screen fonts
  - Drill Down or Microscope features
  - Larger Mouse or Keyboards
  - Voice Capabilities

### Specific Areas within Library

Administrative – The technology requirements associated with Admin areas are the following:

- Staff PCs – Devices capable of supporting a number of different tasks and providing secure access to library resources. This also includes a number USB oriented back office devices like barcode readers/scanners, receipt printers, and other desktop devices. Consider Virtual Desktop Devices as an alternative for greater flexibility (but at a higher technical support requirement). Consider higher power requirements.
- Conference Rooms should be covered by Wi-Fi. Conference Rooms should have audio visual capabilities.
- Furniture – access to power, USB ports, and cable management are key considerations for library furniture.
- Security Displays – consider power and mounting for security displays that allow for critical areas to be monitored while staff are **“off the floor.” This also** provides a level of backup and security for limited staffing situations.
- Server/Network/Telephone – Admin areas that include technical hardware elements should have the following considerations:
  - Security – some means to restrict access to sensitive equipment.
  - Power Conditioning – Power conditioning (Spike, under-voltage, and power interruptions should be considered to both safeguard the equipment investment and improve reliability). Poorly conditioned power will significantly lower the life span of most IT equipment.

- Power Delivery – Consult the manufacturers’ **guides for the appropriate** power. While modern technical equipment utilizes less power than previous generations, it is appropriate to understand the voltage (110/120 VAC – 208/220 VAC) and the amperage required to power the sum of the equipment. Some IT equipment requires 20 to 30 Amps of power which is not typical of an office environment.
- UPS – While most libraries can get by with power conditioning supplied by a standalone battery system (i.e. APC UPS), it is appropriate to factor the size, weight, and heat associated with a UPS system.
- Air Conditioning – depending on the amount of IT resources and the size of the room, temperature, humidity, and air volume must be considered. Heat should be vented outside of the room. Conditioned air should be allowed to reach the equipment at an appropriate volume. Consult the **manufacturers’ specifications for the appropriate operating conditions.**
- Temperature Monitoring – Heat buildup can be a big concern, especially in buildings that shut A/C systems off outside of normal hours. Libraries should consider low cost temperature monitoring to alert staff when the appropriate temperature is exceeded.

### Audio-Visual Collection

It is appropriate to consider the mechanism for securing the AV collection. Many libraries deploy either an electronic tag or RFID system to prevent loss of materials. Both require entrance and exit gates. Gates also require power and usually Ethernet or a similar control mechanism.

### **Children’s Library**


Libraries with Children’s sections must consider the following:

- Deploying Children’s PCs with capabilities as noted above.

### Circulation Services

Libraries with sufficient volumes should consider the use of a number of automated systems to improve the productivity and patron services to include:

- Self-Check Stations – one or more stations to provide patrons with an unstaffed system used for check in / out. These systems are based on either barcode or



RFID (or both) inventory systems. Self-Check Stations can be PC based (and the typical footprint) or integrated hardware that includes monitors, barcode and RFID readers, and printers. The integrated hardware may require additional space or location considerations due to the size and shape of the devices. All require power and Ethernet cable considerations.

- Bin Sorter and Return Stations – Considerable planning is required to support automated check-in/bin sorter functionality. Also available in barcode and RFID, these systems require significant space and facilities planning. Libraries with a high volume of circulation should consider sorters. This improves shelving accuracy, staff productivity, and better book access for Patrons.

## Classrooms

Classrooms should include the following technical elements:

- PCs deployed should include the standard elements in addition to integrated cameras.
- PC reservation systems should be included to manage access to PCs with authorized patrons.
- Appropriate controls or software should be deployed to prevent unauthorized changes or software additions.
- Considerations should be made for presenter stations, audio/visual controls, and audio visual elements identified above.
- Sufficient space for whiteboard space or electronic whiteboard.
- Considerations on layout and space for the ability to partner or group work.
- Sufficient bandwidth (both wired and wireless) for the higher density of activity.
- Higher power considerations due to the density of equipment.
- Cable and furniture considerations to prevent hazards and equipment maintenance issues.
- Lockdown and security items as noted in general section.

## General Building Services

Items to consider for general building spaces include:

- Cameras covering loading dock or shipping areas.
- Secured Shelving to allow for the use of vertical space (and not just the floor)
- Appropriate warning signage for mechanical spaces.
- Emergency first aid, eye wash, and first aid documentation.



## Library Entrance

Technical items to consider for building entrances include:

- Security Cameras as noted above.
- Secure book return.

## Marketplace

The Marketplace may have unique requirements depending on the nature of the services, but considerations should include:

- Cash management
- Video entertainment.
- Food and Beverage considerations.

## Media Lab

Audio and Video requirements must be determined based on anticipated use. The mix of audio/video/PC capabilities vary by usage (Skype, A/V creation, music authorship, etc.) The use of presentation facilities will include items noted above, but adjusted for the activity. Business services may be enhanced with conferencing capabilities or Telecommuter capabilities.

- Telecommuter – Most business that allows telecommuting requires a minimum of computer requirements that include access to VPN services or HTTPS. Many libraries restrict access to VPN clients (many are proprietary). Integrated camera capabilities and access to printers are usually required.
- Skype and / or WebEx or similar – in addition to bandwidth, an integrated camera and ability to access remote services and software are required.

## Public Meeting Spaces

### Audio Visual Library Spaces

In addition to the AV considerations noted above, it is appropriate to consider a number of other factors in designing AV Spaces:

- Room Size and Shape – Room size can have a dramatic impact on the selection of equipment and capabilities. Speaker placement and microphone placement have limited areas of effectiveness.

### Reference Services

Computer requirements as identified above are appropriate for computer labs and online Public Access Catalog (OPAC) computers. Reference areas require the same furniture considerations noted above. Study and Tutoring Rooms should have similar computer requirements as noted above.

END OF REPORT

# San Benito County Free Library Needs Assessment Response

February 17, 2017

## Introduction

The staff of San Benito County Free Library would like to express its gratitude to the San Benito County Board of Supervisors for making this needs assessment possible and to Library Systems and Services for their time and effort in conducting the needs assessment. The library has found the needs assessment to be very informative and insightful and has already begun to implement several of the valuable recommendations put forth by Library Systems and Services. The San Benito County Free Library staff also has some concerns over specific areas in the needs assessment which merit further clarification. These clarification points are outlined below.

## Environmental Scan / Trend Analysis

- Activity noted by 6,287 library card holders - actually 6,287 is the number of **unique address locations**. 10,383 is the correct number of individual library card holders (we often have multiple family members with individual library cards in the same household, or multiple households at the same address). Comparing 10,383 **individuals** to overall population is a more accurate statistic since population of 58,267 is given in **individuals** and not unique households or addresses.
- San Benito County Free Library has existing partnerships and programming in conjunction with Footsteps2Brilliance, First 5 San Benito, 1,000 Books Before First Grade, AWE Early Literacy & Digital Learning.
- Language diversity of population is reflected in collection by way of Spanish Language Collection (Children's and Adult), Japanese Language Collection, and Chinese Language Collection. This diversity is also reflected in languages spoken by staff including 5 fluent Spanish speakers, 1 fluent Japanese speaker, and additional staff members who are familiar with Italian, French, and Slavic languages. The library partners with Gavilan College in offering weekly ESL classes in the Barbara room as well as digital language courses in 71 languages via its Mango Languages database. Lastly, all library marketing materials, including website, are available in both English and Spanish as well as other languages.

## Current Library Collection & Services Review

### Industry Rating

- In the 2016 Library Journal Index, San Benito County Free Library rates 77 out of 1,415 libraries in the \$400-999k category in population size (largest to smallest), but only 227 out of 1,415 in expenditure amount (largest to smallest), meaning that our budget is relatively small considering the size of our population.
- Of 1,415 libraries, only 34 libraries in the \$400-999k category received any stars
- In comparison to many libraries with similar expenditures in the same budget category, we provide a higher level of service (more open hours, more programming, Passport services, etc) and also have significantly fewer FTE staff and FTE Librarians.
- There are several libraries with extremely wealthy but small populations (Sausalito, San Anselmo, Pacific Grove, for example), with whom it would be unreasonable to compare San Benito County Free Library.

### Efficiency Rating

- Much of the library's programming takes place in the Barbara Room, which is outside the library gate and not counted in the gate count. Therefore, the library's popular programming is not always reflected in number of visits.
- Number of visits also does not reflect number of patrons helped via telephone and email and visitors to the library's website to use databases or check out electronic materials such as e-books.

### Service Trends

- This chart only indicates number of checkouts - it does not reflect all library "core services"; it does not account for patrons who visit library for programming and/or to use a computer or WiFi but do not check out library materials. It also does not account for patrons who use our Passport Services, meet with a Literacy or Technology Tutor, attend programming such as Storytime, Movie Night, or Homework Club, or attend an ESL or other Gavilan College class in the Barbara Room.
- Patrons who use library services remotely, such as telephone or email reference services or utilize our databases or check out e-books via library website are also not accounted for in checkout statistics.

- Number of checkouts not account for the very large square mileage of the service area of San Benito County Free Library (1,396 square miles). Although we do the best we can to reach as many members of our population as possible, because we are a rural library with only 2 service points (main library and bookmobile), there are some residents who simply cannot make the trip to visit the library to check out library materials in person.
- Checkouts do not account for books that are used by patrons at the library, but not checked out or are not able to be checked out, such as reference books and books in our California Collection.

## Hours & Operation Expenses

- The figures for Your Library Hours Open in the included graph are incorrect. Ready Reports from the California State Library Statistics Portal indicate that we were open an average of 38 hours per week in for FY 2010/11, 42 hours per week in FY 2011/12, 31 hours per week in FY 2012/13, 36 hours per week in FY 2013/14 and 34 hours per week in FY 2014/15.
- The increase in funding per operating hour from 2013 to 2014 is accounted for by the fact that prior to Fiscal Year 2013/2014, the San Benito County Free Library was **not** charged a cost plan by the County of San Benito. In 2014, the County began charging the library a cost plan, which increased the library's annual expenditures by \$157,218. Taking this fact, as well as the corrected hours per week of 34, into account, the library's actual operating expenditures for fiscal year 2013-2014 are approximately \$380.53 per hour.
- The figure of \$380.53 per hour also includes several **new grants** the library received in 2014 for technology and outreach. This funding, was **not** granted to the library for the purpose of hiring additional staff, which would have been necessary to keep the library open for additional hours, and was therefore not used as such. Taking these grant expenditures into account further decreases the library's operating expenditures per hour to \$327.51, which represents a **decrease** from operating expenditures per hour in 2013.
- In 2015, the library added a half day opening on Fridays. In 2016, the library added a full-day opening on Fridays (10 am - 6 pm). Already in 2017, the library has added a half day opening on Saturdays (1 pm - 5 pm). This adds up to a weekly average of 44 hours per week, not including bookmobile hours.
- In FY 2015/16, the bookmobile provided 277 service hours, not including travel time.



- The library also prides itself on providing reference and technology services for all hours the library is open - a service many other libraries do not provide but is essential to our community in San Benito County.

## Library Collections / Resource Allocations

- Staff expenditures at San Benito County Free Library are only 5% above California average. San Benito County pays a portion of its full time employees' health insurance premiums, a pension, and OPEB at 80%. Other library systems in the state may not be paying this for their employees. The library is also responsible for paying a cost plan to the county (\$157,218 in fiscal year 2013/2014), which adds to staff expenditures. Additionally, non-monetary book and material donations from the Friends of the Library foundation and other community organizations are not accounted for in these figures. For example, the library received \$10,000 worth of books from Junior Giants in FY 2014/15.
- Prior to receiving an Library Services & Technology Act (LSTA) grant in 2014, many day-to-day procedures, such as materials check-outs, library card sign-ups, computer sign-ups, renewals, and patron printing) at the San Benito County Free Library were completed manually, which required more staff members at the circulation desk at all times. However, we invested the LSTA grant funding in technology training for library staff, new software and hardware, and technology materials, which ultimately decreased the amount of time staff has to spend on these day-to-day procedures and has allowed staff to focus their time and resources in other areas of library operations, such as programming and outreach.
- Although staff time and resources have been able to be reallocated since receiving the LSTA grant, a minimum staffing level at the public service desks are still required at all times for safety and security purposes.
- The library orders the majority of its materials from Ingram, **not** Amazon. Ingram provides San Benito County Free Library with a 40% discount on materials and free shipping. This discount would be higher if the library had a larger budget. Because we have a full-time staff member whose duties include cataloging and processing library materials, in addition to customer service and other duties, this process cannot be outsourced as this becomes a union issue.
- San Benito County Free Library has adopted a patron-driven acquisition model, meaning that in addition to ordering library materials according to which collections circulate the most, the library responds to patron material requests either through interlibrary loan or with a material purchase.
- Although circulation statistics are extremely influential in our ordering process, our first priority is ordering materials that assist us in fulfilling our mission of

providing “the community lifelong learning opportunities” and delivering “responsive informational, educational, recreational, and cultural library services within a welcoming environment.” Another high priority is fulfilling the library’s strategic plan.

- The San Benito County Free Library is open to allocating the collection budget by collection code as opposed to format, age group, and language in order to better address understocked areas in the library collection, however, as shown by the Collection Turnover Report, all but 3 areas of the library collection are currently understocked. This is a funding issue and not an issue of collection development approach. Lack of space and shelving within the library is also a significant issue relative to collection development.
- Although small, we do maximize availability and use of our collection by ensuring library materials are reshelved within 6 hours or less of being returned to the library, with priority given to new books and other high-circulating items.
- Magazine acquisitions have gone down significantly in response to declining magazine circulation. However, we need to keep as many online reference sources and databases as we can for use by our remote users, especially considering we are a rural library with an extremely large service area (1,396 square miles).
- Weeding is **not** done only based upon visual inspection. Just prior to the needs assessment, the library had completed a robust weeding of approximately 12,000 items based upon circulation and collection age. Weeding and replacement of physically damaged items upon return to the library is done simply as an easy means of collection management until more in-depth weeding of the collection can be conducted. Below are the exact figures for discards for fiscal years 2014/15 and 2015/16.

Fiscal Year	Discards
2014-2015	3,029
2015-2016	8,829

## Recommendation Guide - Current Library Services

### Facilities & Hours

- In February, 2017 the library began opening Saturdays from 1:00 pm to 5:00 pm. Additionally, the library is open weeknight evenings until 8 pm on Tuesdays and Thursdays.
- The San Benito County Free Library has reduced its number of catalog-dedicated computer terminals to 2 (including 1 ADA-accessible terminal).
- At this time, priority is given to keeping as many children's materials and shelving for children's materials as possible as these items have the highest circulation rates in the library.
- Because the library's budget is tight, priority for funding at this time is given to purchasing library materials such as books and media, rather than to new furniture.
- Eliminating circulation & reference desks is not an option as multiple staff members are necessary to provide adequate customer service to patrons, particularly during busy library times when lines can and do form for service.
- We do currently have a dedicated laptop bar where patrons can charge their computers and take advantage of our free WiFi.


## Exterior

- Repair & maintenance of library exterior is subject to the San Benito County maintenance department's schedule, funding, and staffing.
- The San Benito County Free Library submitted an application for a \$450,000 Community Development Block Grant for library optimization in 2011, however, the library did not qualify for this funding due to the median income of San Benito County being too high.

## People & Programming

- Children's / Teen Programming & Resources in place:
  - 1 Bilingual Storytime per week in partnership with First 5 San Benito
  - 2 additional Storytimes per week
  - 2 Homework Clubs per week
  - Robust summer reading program
  - 1,000 Books Before First Grade Program
  - Monthly special programming for children & teens (Santa visit, Ugly Sweater Contest, Push Poetry, Grow Strong San Benito, literacy tree, Harry Potter Trivia program, Friendship Month, etc)
  - Frequent visits to area schools via regularly scheduled Bookmobile visits, Back to School Night visits, Cat in the Hat programming, etc

- Provide all first graders in Hollister School District with library cards through GOAL program
- Provide 4 AWE Early Literacy & Digital Learning computers in children's area
- Provide access to 500+ educational games through ABC Mouse Early Learning Academy digital education program
- Provide access to 600+ children's eBooks through Fable Learning collection
- Adult Programming & Resources in place:
  - Adult Literacy Program
  - Tech Tutoring Program
  - Passport processing
  - Free tax preparation for low-income families
  - Bookmobile service to hospital, National Park, residential areas, etc
  - GED, citizenship, and other test resources through Learning Express Library
  - ESL and other classes through Gavilan College
  - Adult Summer Reading program
  - Online tutoring through Brainfuse HelpNow
  - Proctoring services
  - Access to career resources, school, and test resources through Learning Express Library
  - Access to law reference books, articles, and legal forms through Legal Information Reference Center
  - 500 online continuing education courses through Universal Class
  - Patrons can learn 71 languages online via access to Mango Languages
- San Benito County Free Library marketing efforts in place:
  - BenitoLink
  - Hollister Freelance
  - Webpage
  - Friends of the San Benito County Free Library website & social media pages
  - Development of library blog
  - Book displays
  - Outreach at farmer's markets and other community events
  - Development of social media (Facebook, Twitter, Instagram, etc) pending clarification of San Benito County official social media policy
- We will be increasing our digital materials offering pending Overdrive platform change. We currently offer some Overdrive materials in addition to Enki ebooks through the Pacific Library Partnership and additional ebooks via Project Gutenberg.
- San Benito County Free Library's bookmobile currently makes stops all day on Fridays and both Wednesdays and Fridays in summer time.

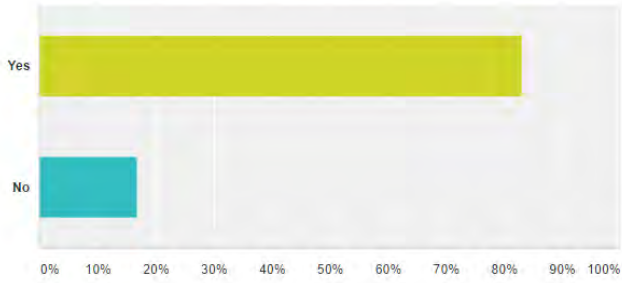
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- Many cultural and other special programming (music, dancing, poetry, art, cooking presentations, etc) have been offered at the library. We are currently working with Hollister Arts Council, Credo Studios, and local artists on developing art and “maker” programming for children, teens, and adults at library.
  - All staff currently participate in various webinars, in-person trainings, conferences, etc. Staff are responsible for bringing training materials and information back to library and training other staff to maximize funds spent on training as well as time spent away from library.
  - Library currently provided pop-up library services at farmer’s markets, the San Benito County Fair, and other community events.

San Benito County Free Library Community Survey  
 Fall 2016 – 231 Respondents

Q1

Do you have a San Benito County Library Card?

Answered: 231 Skipped: 0

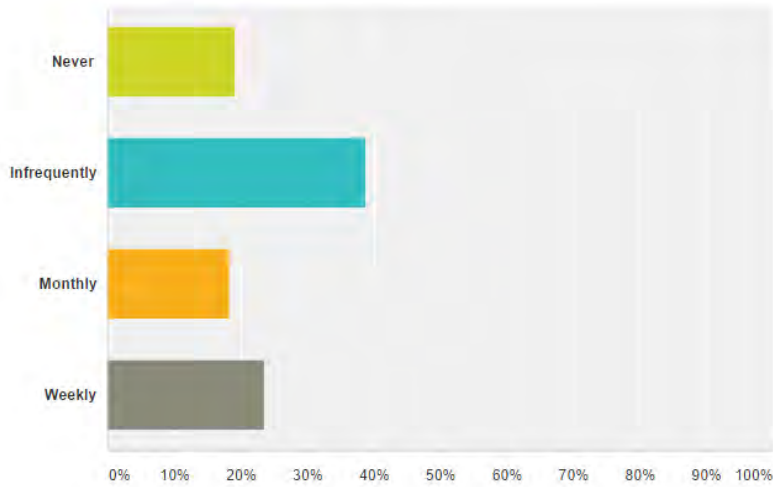


Answer Choices	Responses
Yes	83.12% 192
No	16.88% 39
Total	231

Q2

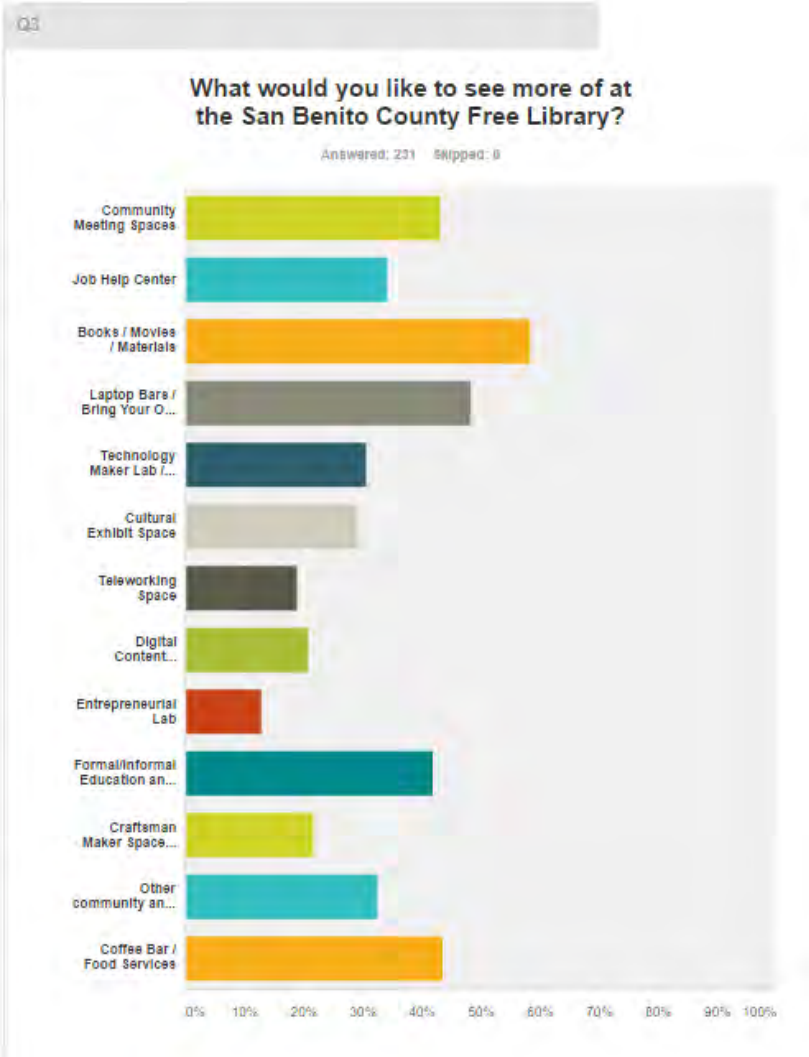
How often do you use the San Benito County Free Library?

Answered: 229 Skipped: 2

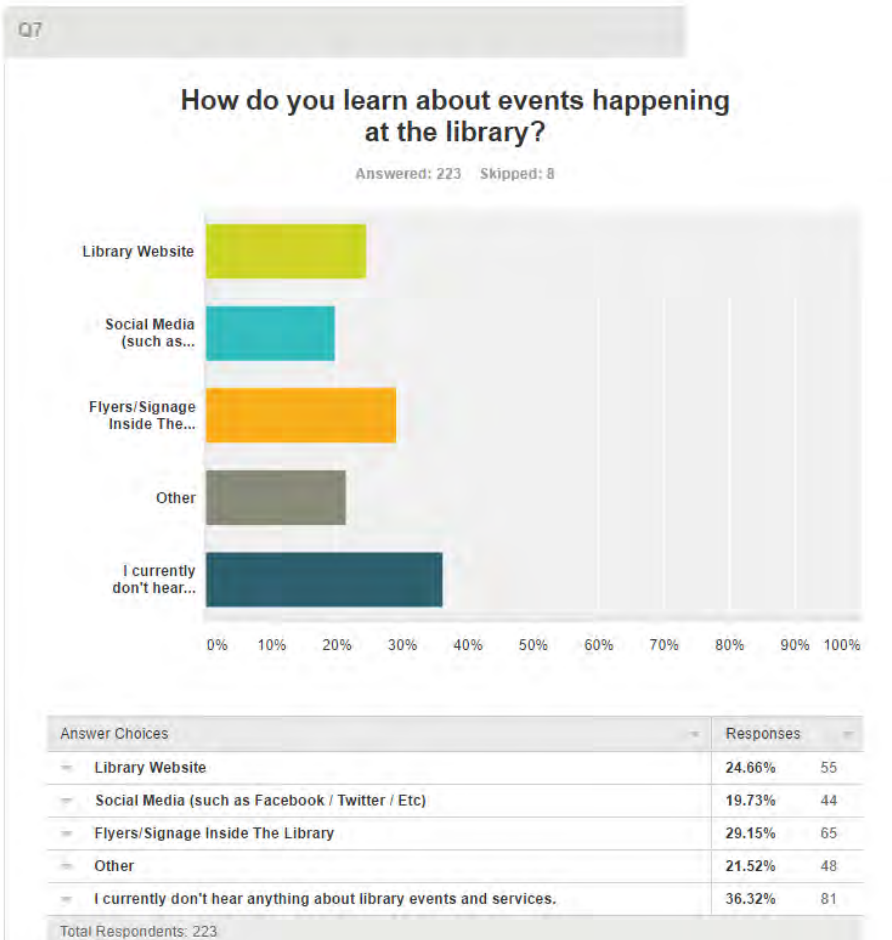
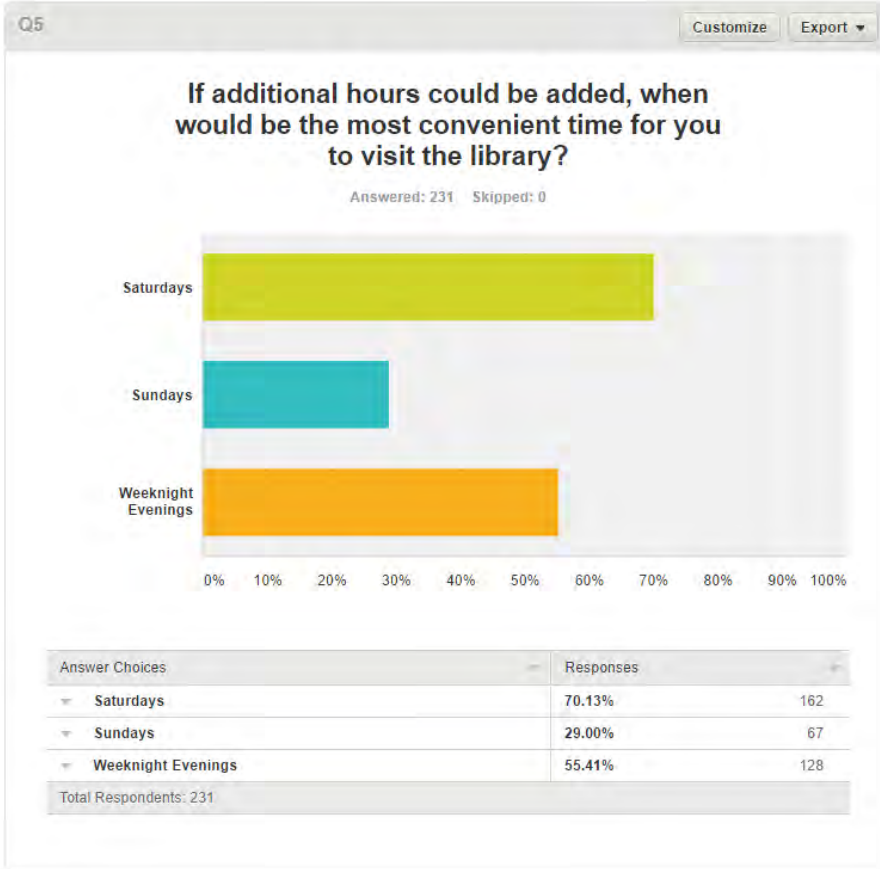


Answer Choices	Responses
Never	19.21% 44
Infrequently	38.86% 89
Monthly	18.34% 42
Weekly	23.58% 54
Total	229

# San Benito County Free Library Community Survey



Answer Choices	Responses
Community Meeting Spaces	43.29% 100
Job Help Center	34.20% 79
Books / Movies / Materials	58.44% 135
Laptop Bars / Bring Your Own Device zones	48.48% 112
Technology Maker Lab / Creative Spaces	30.74% 71
Cultural Exhibit Space	29.44% 68
Teleworking Space	19.05% 44
Digital Content Creation Space- such as recording studios, graphic design space, etc.	20.78% 48
Entrepreneurial Lab	12.99% 30
Formal/Informal Education and classroom spaces	41.99% 97
Craftsman Maker Space with tools, industrial sewing machines etc.	21.65% 50
Other community and citizen services	32.47% 75
Coffee Bar / Food Services	43.72% 101
Total Respondents: 231	





San Benito County Free Library Community Survey  
**Q6 If you use another public library besides  
 San Benito County Free Library, what do  
 you like best about that library?**

Answered: 104 Skipped: 127

#	Responses
1	Use Barnes & Noble
2	Santa Clara county libraries are modern, large and extensively stocked with books and reference materials
3	The teen space is an entirely different room/floor with bean bags.
4	More space
5	Wifi, computer, printer access
6	They have a section where you can "check out" a person, and they tell you their story. Would be great to see something like this with senior citizens, volunteers (that have been screened)
7	Camarillo public library has an incredible children's section I highly recommend researching.
8	Where I used to live they had a fine free library. No fines ever. Not sure how they did it but it was amazing. With little ones things happen and materials don't always get returned or renewed online and those large fines make us think twice before borrowing from the library unfortunately.
9	n/a
10	SJB (friendly/personal, pet friendly, parking), gilroy (selection of new material, parking, and audiobooks)
11	n/a
12	Salinas Library & collaboration with Monterey Bay Aquarium
13	magazines, plentiful apple computers, printing capability, comfy seating near the magazines and newspapers, warm soapstone gas heater for winter, outside area for kids, a building that captures the history and heritage of our county not the modern keep up with San Jose look of the courthouse.
14	Wide range of books and dvds available, excellent digital services. Staff providing high level reference and programs.
15	Gilroy
16	Gilroy & MH - Comfortable, inviting & helpful
17	Weekend hour's
18	the hours
19	educational books
20	larger variety in materials, nicer facility
21	modern library resources with technology
22	MLK JR Library at SJSU. Large, plenty of spaces and rooms to rent out for meetings/studying
23	music selection
24	Children's spaces, clean and bright spaces
25	none, but I visited Santa Clara and they have many youth events
26	used books for sale, programs
27	All the free activities offered for all ages
28	Tech and creative spaces. Modern Design
29	smell, alot more help to look for books
30	NA

## San Benito County Free Library Community Survey

31	The state of the art environment, new materials and the accessibility
32	larger selection of new books and videos
33	Cleanliness, ease of using printer
34	There help
35	the accessibility to the library
36	openness of space, light, friendly atmosphere
37	The library is modern and not crowded.
38	Coffee food open late until 12 pm
39	n/a
40	N/A
41	It's a pleasant place to sit and read comfortable home like inviting
42	ease of use of the online services. large selection of books, ebooks, and audiobooks
43	only go to hollister library
44	school library: students are able to access during limited times
45	They have a "quiet"/study section and a lounge area for families with younger kids
46	Larger book collection - newer titles
47	Don't use other facilities
48	Story times
49	More books
50	Monterey - access to a larger quantity of books quickly. But I don't like having to drive to pick them up.
51	n/a
52	large selection of books
53	N/A
54	N/A
55	Spaciousness
56	Opportunity hasn't presented itself to visit with another library as yet.
57	Extended hours, 7 days a week, coffee, bookstore
58	Inter library loan services
59	Bigger library building and parking space and study rooms
60	Audio books
61	Finding items not at this library
62	Better selections, roomier/not cramped
63	open space, natural light, nice furnishings, friendly
64	Online access
65	The first 5 pages are free to print, then charge.
66	More books and more room!!!
67	Gilroy. It is bigger and has more computers.
68	more available hours
69	none
70	Only use our San Benito County Free Library, because it is the best!
71	The quiet study areas, multiple plugs to charge, and more books

## San Benito County Free Library Community Survey

72	Larger building and facilities
73	Story time
74	Weekend hours
75	Saturday hours, more staff, more room in the library itself, greater depth of materials
76	Gilroy Library - the building is inviting, there is a lot of space and the book collection is superior. They also offer some good classes, I just went there to learn how to play the ukulele and there were 4 other people in the class who had travelled from Hollister. One commented that they wished there was somewhere in Hollister where they could meet for ukulele lessons and playing.
77	bright, clean and open
78	I use online libraries at UCSB, Harvard, and Stanford
79	NA
80	Open evenings and weekends
81	children's librarian
82	The innovation of content.
83	It has a huge selection of books, including newer material, and is a gathering spot for the community.
84	Roseville library - book options, study rooms
85	public services
86	open space
87	Big variety of books easily available when requested online.
88	Large selection of books and electronic materials.
89	I work in San Jose, I frequently go to the Martin Luther King library. It is one of the best examples of what a library should be
90	Weekend hours and many more services
91	It is much larger.
92	Their large book selection
93	I use the internet exclusively. Everything is there is the boolean search is written correctly, No real need for a "book" library.
94	more titles and places to sit away from the noise
95	Thousands of books to use, Computers, LIB+NK+ for getting books from other libraries on lone, activities/movies/yoga, speakers etc...
96	Monterey County Library, Prunedale & Castroville locations location, traffic, parking, services
97	cozy reading areas
98	The online services and intralibrary collection are wonderful for the Santa Clara Count Library system. I particularly love the way I can request a book online nn the library emails me when it has arrived on the hold shelf, and also emails when is almost due.
99	Space and aesthetics
100	NA
101	Santa Clara County
102	I buy most of my books.
103	Gilroy - much nicer.
104	Openess

San Benito County Free Library Community Survey  
**Q8 What is one thing you wish you could change about the current library?**

Answered: 231 Skipped: 0

#	Responses
1	Offer something for adults to do. Not just kids.
2	Cleaner facility
3	The building
4	More study space for tutors
5	Dont know
6	Have more space to relax and converse with people.
7	Summer Reading Program needs to be available online
8	Nicer restrooms
9	Outdated
10	More space, maybe better lighting in project spaces.
11	Bigger more updated space and more restrooms.
12	sign up new county employees upon hire as part of their orientation
13	How not modern it is
14	Size. It needs to be bigger and better funded.
15	Update the interior and more attractive reading spaces
16	I feel like it just needs more activities. It also need to look more welcoming.
17	update
18	Computer lab
19	To have more computers available for public use.
20	While I haven't been there in probably 14 years or so, and may have a library card, I wish it was more current.
21	Better kids area.
22	Location
23	The hours. It would be wonderful to extend library hours; ideally; Sundays thru Fridays, from 10:00 am to 8:00 pm
24	Better parking
25	Lack of parking
26	location
27	Exterior Paint of the building
28	The smell
29	The library could use more space.
30	Would like more activities for small children
31	hours
32	hours
33	need food station
34	Much larger building that is pleasant and airy, has an outside area that kids can get outside and play in.

## San Benito County Free Library Community Survey

35	The building is abysmal. Small, old fashioned and not welcoming.
36	Location and hours. Parking sucks and streets nearby are horrible
37	Unknown
38	The staff
39	N/A
40	nothing
41	Expanded hours
42	nothing
43	More resources and books, tapes available
44	Longer, more convenient hours of operation.
45	Expanded hours
46	facilty old and very limited resources
47	Nothing
48	Nothing
49	more space
50	size and make it modern
51	a newer building
52	hours
53	Facility
54	More activities for children
55	A bigger space where i have a place to study and work.
56	Free Wi-Fi and an outdoor patio area for reading & relaxation
57	The hours
58	Refurbish, paint, update everything
59	bigger library. Art space, maybe have free art classes
60	open more hours
61	Library needs to be remodeled and expanded. It is to small and looks old.
62	The Facility
63	books
64	Larger Space, programs directed toward kids
65	Hours the library is open
66	larger facility
67	special needs programs or inclusion opportunities
68	parking
69	Better parking
70	The limited space. It is to small and antiquated.
71	Weekend hours and stays open longer at night
72	longer computer time if needed
73	Add more hours, particularly on Saturday.
74	Better ladies room
75	Nothing

## San Benito County Free Library Community Survey

76	larger space, currently too small
77	the lighting is too dark, LED lights are needed
78	more niche spaces
79	Having weekend hours of operation
80	Size
81	Hours Open
82	Not sure
83	Updated facilities
84	Later hours.
85	rebuild
86	make it have more updated materials. It's nearly impossible to do research there. My students don't want to use it.
87	Loiterers
88	hours
89	n/a
90	The space and location.
91	needs to be updated
92	unattended children, teens, its not a day care
93	extend the days and hours
94	Newer larger building
95	More accessible hours
96	Its hours of operation
97	it should get a more modernized upgrade
98	Make it more modern.
99	Hours
100	parking
101	normal hours
102	More public exposure
103	Space a place to feel comfortable to use
104	Location/Hours/
105	The size and parking availability
106	hours
107	more space to sit and read quietly
108	Size, configuration, BYOD access, meeting space
109	layout/organization/larger size/larger book selection
110	I know its sounds bad, but the musty smell gets to me.
111	n/a
112	It is to small
113	I would like it to have more kid's activities. More kid friendly.
114	I have only been there 2 or 3 times in last few months, but felt like desk staff was abrupt each time. Of course I had questions, since we are new to the area. My kids commented on this as well. I am somewhat unhappy with the "service/courtesy."

## San Benito County Free Library Community Survey

115	It needs to be modernized
116	Hours
117	Building updated and coffee/cafe ( just a thought)
118	have more room for afterschool study groups
119	nothing
120	Too small, needs more room for more books!!
121	Nothing
122	Need more space
123	Secluded kids area so we don't disturb others
124	More hours
125	More parking
126	Parking
127	Larger space
128	I wish we had a larger library
129	Rear exit door. Uncomfortable chairs. More bathrooms.
130	nothing
131	more new books
132	selection of books
133	More books, media
134	Bigger space
135	more approachable staff and easier checkout
136	Nothing
137	Larger Facility
138	Locattion
139	To close library hours Monday-Friday at 8:00 pm
140	More hours of use
141	more open hours
142	Bigger location
143	The limited hours of operation.
144	Bigger
145	More hours and additional space and parking.
146	Better cleaning of the library facility and parking space
147	More space
148	More space
149	Space
150	Nothing
151	Needs more space
152	Additional current books
153	None
154	It seems fine as it is.
155	For the library to be open on Saturdays.

## San Benito County Free Library Community Survey

156	Nothing really, hollister has outgrown it but, I like stepping back in time
157	make it bigger with more meeting rooms, tutorial rooms available
158	More electronic access
159	I like the book exchange on Saturdays to be longer or maybe one evening.
160	Library location
161	open on Saturday at least till 9:00am to 1:00pm
162	Parking
163	The amount of room available.
164	more space
165	I wish it could be bigger.
166	More Current Books
167	Nothing
168	expand the hours it is open
169	parking
170	parking
171	Adequate space to meet the needs of the community
172	I sure wish the library were open on weekends.
173	A New library building.
174	Staffing with more librarians & support staff, and Capital Project funding for renovation of current library.
175	If there were more books and more areas to charge my laptop
176	more space and more modern (like in Marina), but will this ever happen?That would be great. I think especially the situation fir the staff (placewise) is pretty narrow and crowded. 't happen
177	Space/ size of facility
178	It would be nice if it was bigger.
179	Hours of operation
180	Up to date books
181	begger library
182	Have greater access - longer hours, evening hours, and weekends
183	Hours
184	better selection of books, including e-books
185	The book and audio collections are lacking, the ebook collection, especially e-audiobooks is lacking. I use Santa Clara County Libraries ebook collection instead.
186	location
187	modern facility, more computer & digital access, more friendly and visionary leadership
188	Staffing: it is old school, not technology aware
189	It's size and what it offer the community
190	n/a
191	Not sure
192	The staff be open to new ways and ideas
193	Location, more parking
194	aesthetics



## San Benito County Free Library Community Survey

195	The leadership.
196	Be a bigger part of the community
197	Interior decorations
198	location-no parking
199	more staffing
200	Bigger, better communication on books requested on line.
201	A more modern, spacious building.
202	It needs to be expanded and updated.
203	More space
204	Very poor lighting
205	Have a children's library separate from the adults, open at the weekend
206	Its building-- it needs to be a much larger library for our needs to be met.
207	Updated!
208	The decor
209	That it would be open when I drive into town to go there.
210	Hours
211	Better grasp of technology and how it has outpaced books.
212	Have it be more quiet. Too many people, including staff, talking loudly.
213	TOO SMALL and too limited! UGH!!!
214	I wish they had daytime tutoring between 9 and 2 for homeschool kids
215	Accessibility/convenience
216	Larger facility
217	more space to allow for more programs and facilities
218	It's size.
219	open later on evenings, had more variety of books and comfortable reading areas
220	Give it more space, staff and resources. More audio books for adults & kids.
221	Everything
222	The kids area should be a separate room so parents don't have to worry about keeping their kids so quiet. Kids should be able to play and have interactive storytime.
223	Make it more modern
224	increase size
225	More evening activities
226	Spaces for students to work on projects; community meeting rooms.
227	more Overdrive titles
228	More hours
229	Not true - I haven't been in there in years.
230	Cleaner and bigger.
231	Get a new vision. Redesign and open up back rooms, get more light.

San Benito County Free Library Community Survey  
**Q9 If a new library were to be built, what  
would be the best location for convenience,  
parking etc?**

Answered: 171 Skipped: 60

#	Responses
1	Downtown Hollister
2	Don't know where but should be stand alone with parking
3	A lot built around all sides of the building.
4	kmart area
5	On the lawn in front of Gavilan College.
6	Some place close enough in town to be walkable for youth, seniors and others who don't
7	Empty space of Airline
8	I like the spot it is at now but finding parking is hard. As long as a new one is modern and up to date with technology, the location wouldn't matter but parking is important regardless.
9	the open building next to golds gym, in the grass block,
10	Near DMV?
11	leatherback site
12	If the new structure goes up on the corner of fourth and san Benito the library should try to get a space there or in the Briggs parking garage
13	A centrally located place that would be convenient for all citizens.
14	Not sure.
15	Downtown is good but over near Kmart area would be good too....much larger location with separate large rooms would be amazing
16	Near the courthouse
17	Where the old Leatherback Paper Mill stood formerly.
18	Old courthouse? Next to pkg garage. Or on old Leatherback site. Any currently vacant or ugly lots large enough?
19	unkown
20	Near the new courthouse in the empty lot next to bank of america
21	Downtown
22	utilize the 4th street garage
23	Airport
24	VFW Building would be great. a place you can walk or ride bikes to from neighborhoods (and not die crossing 25) but on the outer edge of downtown.
25	Over in the retail areas on Tres Pinos.
26	Unknown at this time. As long as it has it own parking
27	Close to downtown or north-east side of town
28	Downtown
29	N/A. I just moved here last week from Fresno, so I dont know the area that well yet.
30	I like the present location
31	Sunny slope area

## San Benito County Free Library Community Survey

32	downtown by free parking structure
33	In town location
34	Sunny slope area
35	down town where is accessible to all residents in town
36	location is perfect.
37	Same location
38	down town
39	Not sure- hub of the town
40	Next to the empty parking lot next to Gavilan College parking structure
41	On Main St. where the State theater used to be
42	Downtown where it is currently at. It's central
43	Downtown with some parking is the best location.
44	northwest corner of Fourth and Monterey Streets, west of the parking garage
45	Hmmm...I don't really know. The downtown location is nice, but parking can be a problem.
46	Near a park like Dunne Park
47	DOWNTOWN! No more driving, needs to be walkable and bikable since most youth use the facility
48	no opinion
49	there is an empty lot on the corner of Santa ana and Chappell. Lot is close to school, walking distance to many neighborhoods and in town.
50	Downtown Hollister
51	Somewhere downtown with more parking
52	within the downtown area of Hollister
53	Downtown with adequate parking space.
54	Where there is easier access not far from downtown love location of library but it could be a high rise
55	Hwy 25 and Nash Road area
56	Not sure-not from here
57	Downtown
58	In one of the newer communities-santana ranch?
59	no opinion
60	Down town
61	By target
62	near current location
63	downtown
64	downtown
65	The empty lot that sits adjacent to The Vault and Briggs Building.
66	Target PARKING LOT
67	i don't know
68	empty space downtown
69	I honestly don't know
70	Downtown location. Perhaps next to the parking structure.
71	closer to the giant parking garage :)

## San Benito County Free Library Community Survey

72	Large lot
73	The old Fortino's Furniture Store-
74	Downtown would be the best, but it would be great to combine the library with other community servies like community gardens or meeting spaces.
75	In area behind Gold's Gym in Hollister
76	joint venture with the San Benito High School District
77	that's tough...a location that is central to the town...but where?
78	centralized to the city
79	use property over by Santana Ranch
80	Across from the new houses being built on Meridian.
81	No comment.
82	a more centralized location so students can walk and have easier access after school
83	Nash/Cushman
84	next to a park
85	Unknown
86	Hollister
87	Close to town and public transport
88	Safe parking
89	Here is fine
90	Not sure
91	Not sure
92	Downtown
93	Someplace easy to walk or bike to.
94	Same location but put an upstairs level.
95	keep it where it is
96	some wher in the same vincity
97	Unsure
98	away from downtown
99	Down town Hollister or walking distance in Hollister
100	Downtown
101	The location where Leatherback Ind. was located
102	The old courthouse right next door would be ideal; however, the location that housed the old Leatherback Mill on Meridian Street comes to mind.
103	Up on Fairview Rd
104	current location is ideal
105	Current location is good.
106	It should be in the down town area
107	Uncertain
108	Not sure
109	near to the parking structure on 4th street
110	Maybe not next to the police station

## San Benito County Free Library Community Survey

111	not sure
112	Empty lot next to vets hall
113	Airway HWY 25 and Meridian Street
114	I think where it is. Library patrons already know where the library's at. We just need a new bigger building!
115	old leathernek plot
116	Perhaps repurpose the old Courthouse. It is a great location.
117	one with more convenient parking in a safe area
118	cant think of a place right now
119	i cant think of a space at the moment
120	The Library is the hub of the community and needs to stay downtown
121	Down town or anywhere just build a new one.
122	Downtown open grassy area between 4th & 5th Street on San Benito Street and way out yonder near Airline Highway & across from the Ridgemark Golf Club.
123	In downtown hollister like at the Vault where its close to the large parking garage at gabilan but not too far from everything else
124	location is perfect
125	Near the downtown area.
126	End of san Benito street near 25
127	400 Block in downtown Hollister
128	In the area where it is currently located as it is the most convenient for the community plus encourages people to be downtown
129	central Hollister, but a parking lot is essential
130	Put it by the stores Target, Kmart etc. Easy access from the 25 byway.
131	Near Target or Ace
132	downtown
133	In the middle of Dunne Park
134	Centralized location with it's own parking
135	Current location is fine for me
136	not sure
137	Downtown area
138	Old Leatherback Property
139	somewhere downtown
140	Downtown is fine, there's the Brigg's building parking.
141	Not downtown
142	Somewhere that a community center or an aquatics center can be built with it like gather the Roseville, CA library and sports complex
143	in the bottom floor of the parking garage with expansion on to grassy area.
144	Leatherback Ind former area
145	Pick an empty building downtown that has adjacent parking.
146	Area near Golds Gym.
147	Downtown
148	Needs to be downtown.

## San Benito County Free Library Community Survey

149	Downtown, on the old county building site.
150	Downtown.
151	Downtown
152	same place, move into courthouse
153	Downtown Hollister. Its current location is ideal.
154	Leatherback area plenty of room, parking, easily seen from main roads and make it two story come ask ME an actual library user what we need.
155	Parking
156	Off of Nash or Union Roads
157	As central as possible, perhaps at Prk St/Bypass
158	downtown
159	That empty lot on San Benito St. next to the parking structure.
160	I think having it centrally located midst all the elementary schools in town would be most community-friendly.
161	Library/community center
162	Same location. Or near Hillcrest and Fairview.
163	Parking
164	away from downtown area
165	Needs a location with better and safe parking
166	Downtown Hollister or Leatherback property
167	Downtown area, with access to parking
168	Near community college
169	Make sure there's parking.
170	Keep it in downtown.
171	By the parking structure

## San Benito County Free Library Community Survey

Q10 Is there anything else about the library you'd like to share that we haven't asked you about?

Answered: 90 Skipped: 141

#	Responses
1	Staff is fine.
2	No
3	I would love to see more of the community enjoy what the library has to offer.
4	I use the library primarily for computer access plus dvds.
5	Consider how online resources may be able to be useful without needing as much room as a traditional library.
6	hire more staff and send flyers out every month by email to all county employees
7	I don't go as often as I would like due to how rude one of the ladies is and I never seem to find anything new or different. Everything is always the same I still appreciate it being open for those who need to use a computer and children who can read the same book over and over again. Thank you!
8	When I was in elementary school throughout the year we were required to visit the library. Our teacher gave us a sheet the librarian would have to sign. This was in 1990s. Perhaps the library should team up with schools to draw attention to the library.
9	While I don't use it I believe a good library is a quality of life thing for a community, and last I saw your library wasn't as good as my former middle schools library in Foster City/San Mateo. I would love a good community library in Hollister.
10	I love libraries and truly hope for our growing community we can have a larger library with more to offer.
11	They have excellent service whenever you need help
12	no
13	We like the story time on Mondays.
14	#7. Nearly 50% of the county is on BenitoLink plus there's Mission VV and Freelance.
15	I admire the library staff for doing the best they can with limited resources. San Benito and Hollister need to really invest in library services. If our community is to succeed we need quality resources, building and staff to serve youth and offer life long learning opportunities. We need good information and a focus on the core values of a library (a place for all, information readily available and accessible), and we need a library of the future that has space for growth and provides learning service. However, please don't create a 'Technology, Education and learning center', just create a library, libraries in other communities provide all of this. I fear if there is too much focus on education and technology it will just become an extension of the schools, and while it should serve our school children and teens it should serve all of the community, and so focusing on library will pitch it in this manner.
16	I just moved here. I look forward to getting a library card soon.
17	have more story times for young children. do workshops on importance of reading to children.
18	Very friendly enviornment
19	Very friendly environment
20	needs to move into the modern world
21	Please offer space for organizations to hold classes.
22	ESL classes in the evening.
23	Updated website, if none already
24	This library does great with the resources that they have.
25	the library provided a great service to the community
26	We need a bigger library

## San Benito County Free Library Community Survey

27	First thing to be changed is the hours the library is open
28	It would be a good place to have art classes for children and adults.
29	No just hope we may be able to modernize and announce events through What's Happening in Hollister on line through Facebook would get more individuals in library
30	Staff is very helpful and available
31	They have good service
32	We need local history made available
33	Nope
34	no
35	Why is our library not making itself an important, integral part of our community?
36	Are there any actual plans to build a new library in the near future?
37	N/A
38	n/a
39	food
40	No
41	No
42	Great staff, but could hire more
43	I love the staff.....most of them make my kids and I feel welcome
44	No
45	Q5 will give you flawed data because it is a forced answer and you don't have a "no preference" option.
46	no
47	no
48	San Benito county free library has currently have great staff that are very helpful & appreciated
49	Faster Internet
50	The staff is great, very pleasant and helpful. Passport Services!!
51	Not at this time.
52	More cultural events for our children
53	We love story time and attend weekly.
54	We started visiting for storytime and love wednesday mornings, usually spend hours in the kids computer lab, we really appreciate the early learning help!
55	We LOVE story time and the movie days. Digital book sharing is great too.
56	Keeping the library pubic
57	no thanks
58	Community spirit is strongly tied to the library, its programs and outreach. The community is very supportive of the library and would love to see a new library. Would it be possible to build a new library in the present footprint? including the Historical society and its components inside the newer library?
59	I've had good luck parking on the street. A little scary at times.
60	I believe a good walking location like the one I mentioned would serve a dual purpose. It would bring more people to use it and help revive downtown.
61	no
62	I would the city and the county put more into the library.
63	My Son and I LOVE the Library! The staff is great!



## San Benito County Free Library Community Survey

64	I'm really impressed with the work done by "Friends of the Library"
65	not right now
66	not at this time
67	Any move to privatize the Library would be detrimental to this community.
68	It needs to be more technology oriented. Projectors, printers, tablets, a room where you can use headphones for e books, upgrade lighting and sitting areas, etc.
69	More support for the County Library from County Administration & community leadership! And no privatization!
70	very friendly and helpful, very nice people, thank you!
71	This Library is great! It is always so nice to walk in and get the help you need. It really is a family friendly community oriented place. They are great and it is sad to see how the county does not recognize what a great library they have. They provide more than a space for one to go and read but the foundation to a better education by having all the programs they provide with the little they are given. These programs are what makes this library so great along with the people who work there!
72	The library should be the top priority of both the city of Hollister and SB County elected officials when it comes financial support
73	The library currently has a great staff and a dedicated head librarian. It needs more promotion in the county and a greater financial commitment by the city and county. The library is offering so much with the paltry resources with which it operates.
74	A more active Friends of the Library organization for fund raising and community outreach is needed. I joined when I moved here three years ago and never was informed of events, volunteer opportunities, etc.
75	I think the library makes an effort but it feels very much like a rural library. We need to have money invested in the library for building, books and staff. It's time to move the library forward with educational and recreational offerings. I'd like to see a new, more professional website and more investment in ebooks and other online resources. Santa Clara County offers me Rosetta Stone, New York Times online, Ancestry etc.
76	new leadership to fight for greater community access and buy-in
77	Why isn't the head librarian doing this survey? Strategic thinking is in her job description.
78	Offering computer classes that would assist parents of school age students with access to their student's school info
79	Keep up the good work, it is appreciated!
80	no
81	it needs forward thinking management with a citizens advisory board.
82	The library is a community center. There is so much happening on Thursdays when school let's out early. The Summer Reading Program is a diamond in the rough, possibly there could be a collaboration with the high school and/or college to expand the program. Might consider science offerings for elementary and middle schools.
83	There needs to be a citizen oversight committee
84	The library can also serve as a place for shelter in emergencies. Any structural planning should consider these needs.
85	It is old school. Lots of books. Oriented to low income people. Need significant upgrades in personnel and offerings to account for rapid technology growth.
86	Why couldn't the old courthouse be turned into the new library?
87	I check out 100 books per WEEK for all of us and have to use Santa Clara County libraries to get the books I need. We check out movies and can easily return those quickly too.
88	Libraries are essential to communities even in our digital age.
89	The library does a great job utilizing the resources it has.
90	No

# San Benito County Free Library

470 5th St  
Hollister, CA 95023

## *Patron Profile Analysis*

The analysis begins with a map of the library location (red star) and the library trade area (red outline). The Census block groups that comprise the library trade area are also depicted and are thematically shaded by the number of library patron households in each block group. This provides the library with insight into where the highest concentrations of patrons are found within their trade area.

The application then matches patron records to the Experian Household file to append household level demographic and lifestyle characteristics to each patron. The result is a report which provides a summary of the following components of the patron file:

- 1) **Mosaic Lifestyle Segmentation Chart:** Percent of patron households that fall into each lifestyle category
- 2) **Checkouts:** Number of patron households by checkout volume category
- 3) **Proximity:** Number of patrons by drive time category
- 4) **Presence of Children:** Likelihood of patron households to have a child/children in the household
- 5) **Income:** Percentage of patron households in various household income ranges

Also provided is a detailed report that compares the demographic profile of the patron households to that of the library trade area (base). The result of the comparison is an index value.

Index values of 100 indicate a patron profile that is similar to the trade area (base) profile. Index values above 100 denote instances in which the patron profile has an above average concentration of the demographic characteristic in comparison to that of the base, and are therefore characteristics that are most likely to describe the patrons.



Analytics On Demand



# Service Area Demographic Overview



Executive Summary Report with Charts

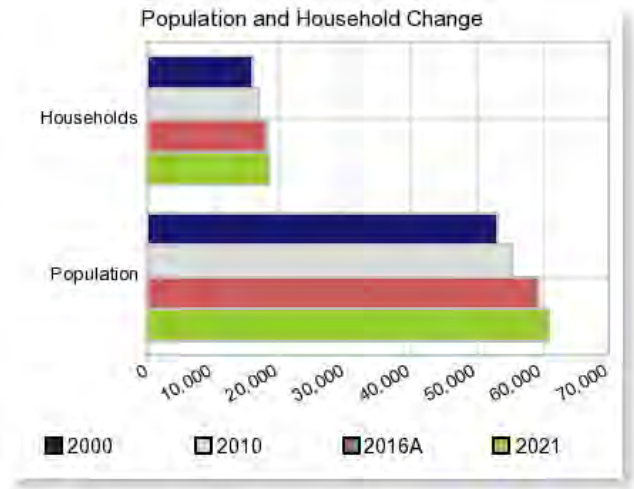
Geography: San Benito

Date: November 7, 2016

Population Demographics:

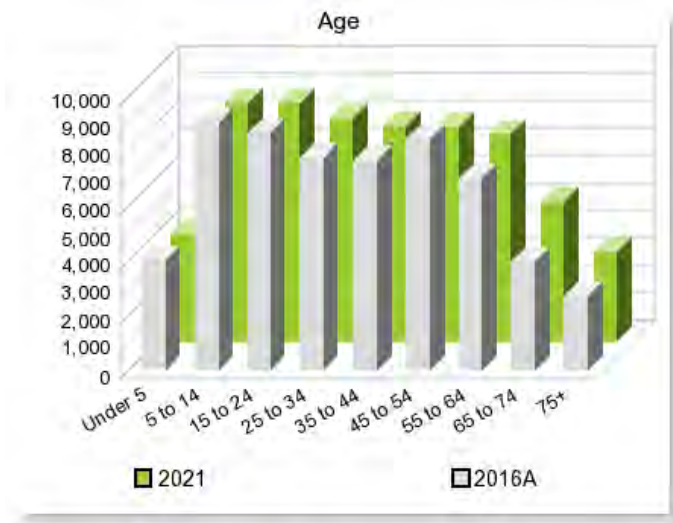
The number of households in the study area in 2000 was 15,883 and changed to 16,805 in 2010, representing a change of 5.8%. The household count in 2016A was 18,009 and the household projection for 2021 is 18,588, a change of 3.2%.

The population in the study area in 2000 was 53,218 and in 2010 it was 55,270, roughly a 3.9% change. The population in 2016A was 59,267 and the projection for 2021 is 60,911 representing a change of 2.8%.



	2000 Census	2010 Census	2016A Estimate	2021 Projection	Percent Change 2000 to 2010 to 2021	
Total Population	53,218	55,270	59,267	60,911	3.9%	2.8%
Total Households	15,883	16,805	18,009	18,588	5.8%	3.2%

Population by Age

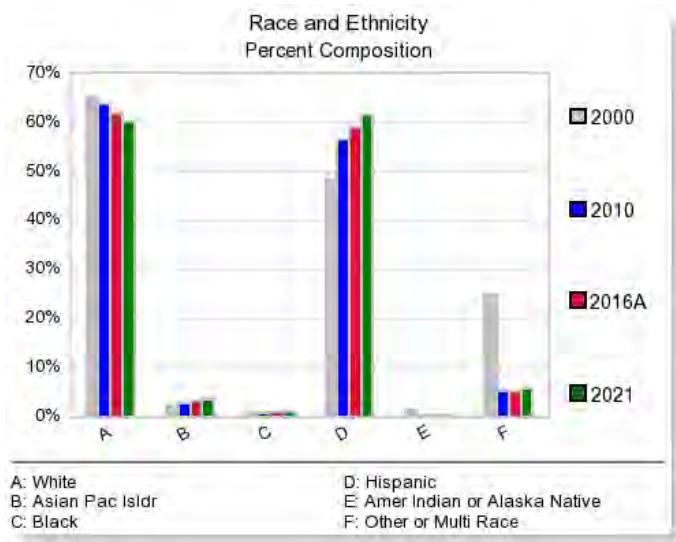


In 2000, the median age of the total population in the study area was 31.7, and in 2010, it was 34.4. The median age in 2016A is 35.2 and it is predicted to change in five years to 36.3 years. In 2016A, females represented 49.8% of the population with a median age of 36.1 and males represented 50.2% of the population with a median age of 34.5 years. In 2016A, the most prominent age group in this geography is Age 5 to 14 years. The age group least represented in this geography is Age 75 + years.

Age Groups

Age Groups	2000		2010		2016A		2021		Percent Change	
	Census	%	Census	%	Estimate	%	Projection	%	2000 to 2010	2016 to 2021
0 to 4	4,595	8.6%	4,092	7.4%	4,008	6.8%	3,926	6.5%	-10.9%	-2.0%
5 to 14	10,046	18.9%	9,035	16.3%	9,056	15.3%	8,672	14.2%	-10.1%	-4.2%
15 to 19	3,704	7.0%	4,534	8.2%	4,563	7.7%	4,421	7.3%	22.4%	-3.1%
20 to 24	3,434	6.5%	3,507	6.3%	4,087	6.9%	4,222	6.9%	2.1%	3.3%
25 to 34	7,641	14.4%	6,931	12.5%	7,736	13.1%	8,129	13.3%	-9.3%	5.1%
35 to 44	9,331	17.5%	7,621	13.8%	7,664	12.9%	7,872	12.9%	-18.3%	2.7%
45 to 54	6,627	12.5%	8,249	14.9%	8,429	14.2%	7,794	12.8%	24.5%	-7.5%
55 to 64	3,624	6.8%	5,940	10.7%	7,020	11.8%	7,529	12.4%	63.9%	7.3%
65 to 74	2,434	4.6%	2,978	5.4%	3,965	6.7%	5,099	8.4%	22.4%	28.6%
75 +	1,781	3.3%	2,382	4.3%	2,738	4.6%	3,246	5.3%	33.7%	18.6%

Population by Race/Ethnicity



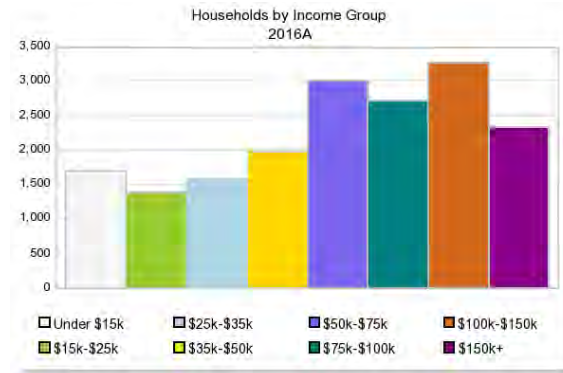
In 2016A, the predominant race/ethnicity category in this study area is White. The race & ethnicity category least represented in this geography is Black.

Race & Ethnicity

Race & Ethnicity	2000		2010		2016A		2021		Percent Change	
	Census	%	Census	%	Estimate	%	Projection	%	2000 to 2010	2016 to 2021
White	34,714	65.2%	35,182	63.7%	36,554	61.7%	36,522	60.0%	1.3%	-0.1%
Black	585	1.1%	483	0.9%	628	1.1%	651	1.1%	-17.4%	3.7%
American Indian or Alaska Native	665	1.3%	895	1.6%	961	1.6%	994	1.6%	34.6%	3.4%
Asian/Hawaiian/PI	1,135	2.1%	1,537	2.8%	1,915	3.2%	2,062	3.4%	35.4%	7.7%
Some Other Race	13,275	24.9%	14,471	26.2%	16,263	27.4%	17,450	28.6%	9.0%	7.3%
Two or More Races	2,844	5.3%	2,702	4.9%	2,946	5.0%	3,232	5.3%	-5.0%	9.7%
<i>Hispanic Ethnicity</i>	25,573	48.1%	31,186	56.4%	34,974	59.0%	37,316	61.3%	21.9%	6.7%
<i>Not Hispanic or Latino</i>	27,645	52.0%	24,084	43.6%	24,293	41.0%	23,595	38.7%	-12.9%	-2.9%

Households by Income

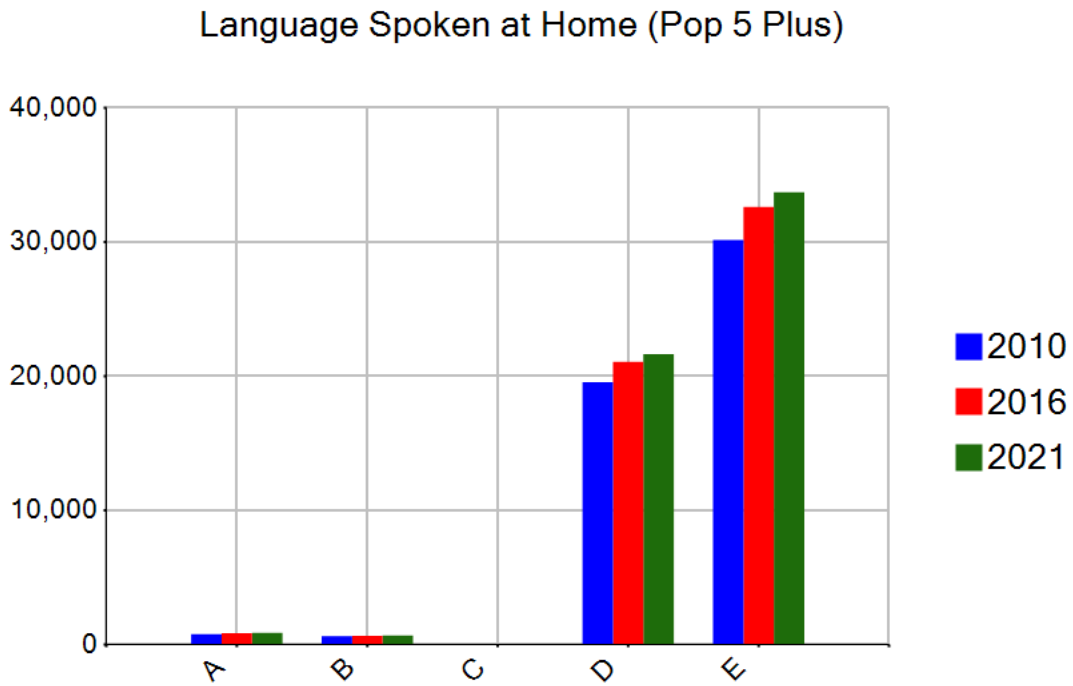
In 2016A the predominant household Current Year income category in this study area is \$100K - \$150K, and the income group that is least represented in this geography is \$15K - \$25K.



HH Income Categories

HH Income Categories	2000 Census		2010 Census		2016A Estimate		2021 Projection		Percent Change	
	Count	%	Count	%	Count	%	Count	%	2000 to 2010	2016 to 2021
\$0 - \$15,000	1,333	8.4%	1,567	9.3%	1,715	9.5%	1,435	7.7%	17.6%	-16.3%
\$15,000 - \$24,999	1,537	9.7%	1,444	8.6%	1,388	7.7%	1,247	6.7%	-6.1%	-10.2%
\$25,000 - \$34,999	1,602	10.1%	1,476	8.8%	1,570	8.7%	1,430	7.7%	-7.9%	-8.9%
\$35,000 - \$49,999	2,267	14.3%	2,104	12.5%	1,983	11.0%	1,833	9.9%	-7.2%	-7.6%
\$50,000 - \$74,999	3,427	21.6%	3,002	17.9%	3,008	16.7%	2,555	13.7%	-12.4%	-15.1%
\$75,000 - \$99,999	2,599	16.4%	2,383	14.2%	2,729	15.2%	2,796	15.0%	-8.3%	2.5%
\$100,000 - \$149,999	2,242	14.1%	3,106	18.5%	3,272	18.2%	4,236	22.8%	38.5%	29.5%
\$150,000 +	907	5.7%	1,723	10.3%	2,344	13.0%	3,056	16.4%	90.0%	30.4%
Average Hhld Income	\$68,946		\$83,380		\$88,548		\$102,168		20.9%	15.4%
Median Hhld Income	\$58,271		\$63,422		\$68,977		\$82,313		8.8%	19.3%
Per Capita Income	\$20,577		\$25,448		\$27,029		\$31,303		23.7%	15.8%

Language Spoken at Home (Pop 5 Plus)



A: Speak Asian/Pacific Island Lang. at Home  
 B: Speak Other Indo-Europn Language at Home  
 C: Speak Other Language at Home

D: Speak Spanish or Spanish Creole at Home  
 E: Speak only English at Home

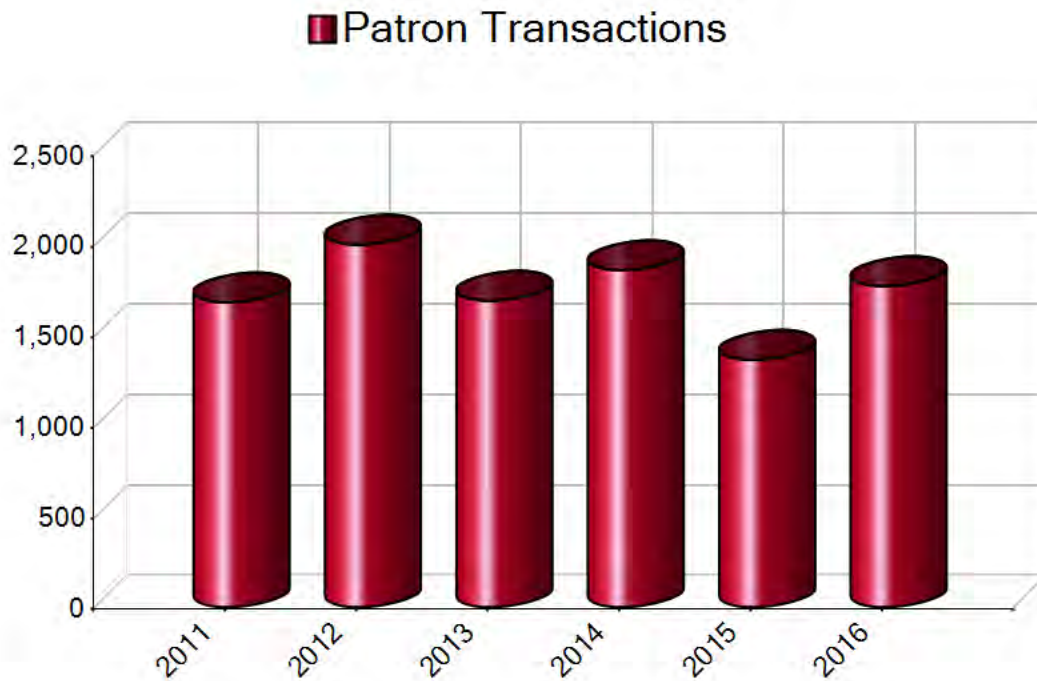
Language Spoken at Home (Pop 5 Plus)	2010 Census	%	2016 Estimate	%	2021 Projection	%	Percent Change 2016 to 2021
Speak Asian/Pacific Island Lang. at Home	790	1.54%	856	1.55%	887	1.56%	3.62%
Speak Other Indo-Europn Language at Home	636	1.24%	654	1.18%	676	1.19%	3.36%
Speak Other Language at Home	23	0.04%	48	0.09%	53	0.09%	10.42%
Speak Spanish or Spanish Creole at Home	19,570	38.24%	21,075	38.14%	21,650	37.99%	2.73%
Speak only English at Home	30,159	58.93%	32,626	59.04%	33,719	59.17%	3.35%

# Patron Analysis





## Year of Last Patron Checkout



**41,118** records were uploaded in the file.

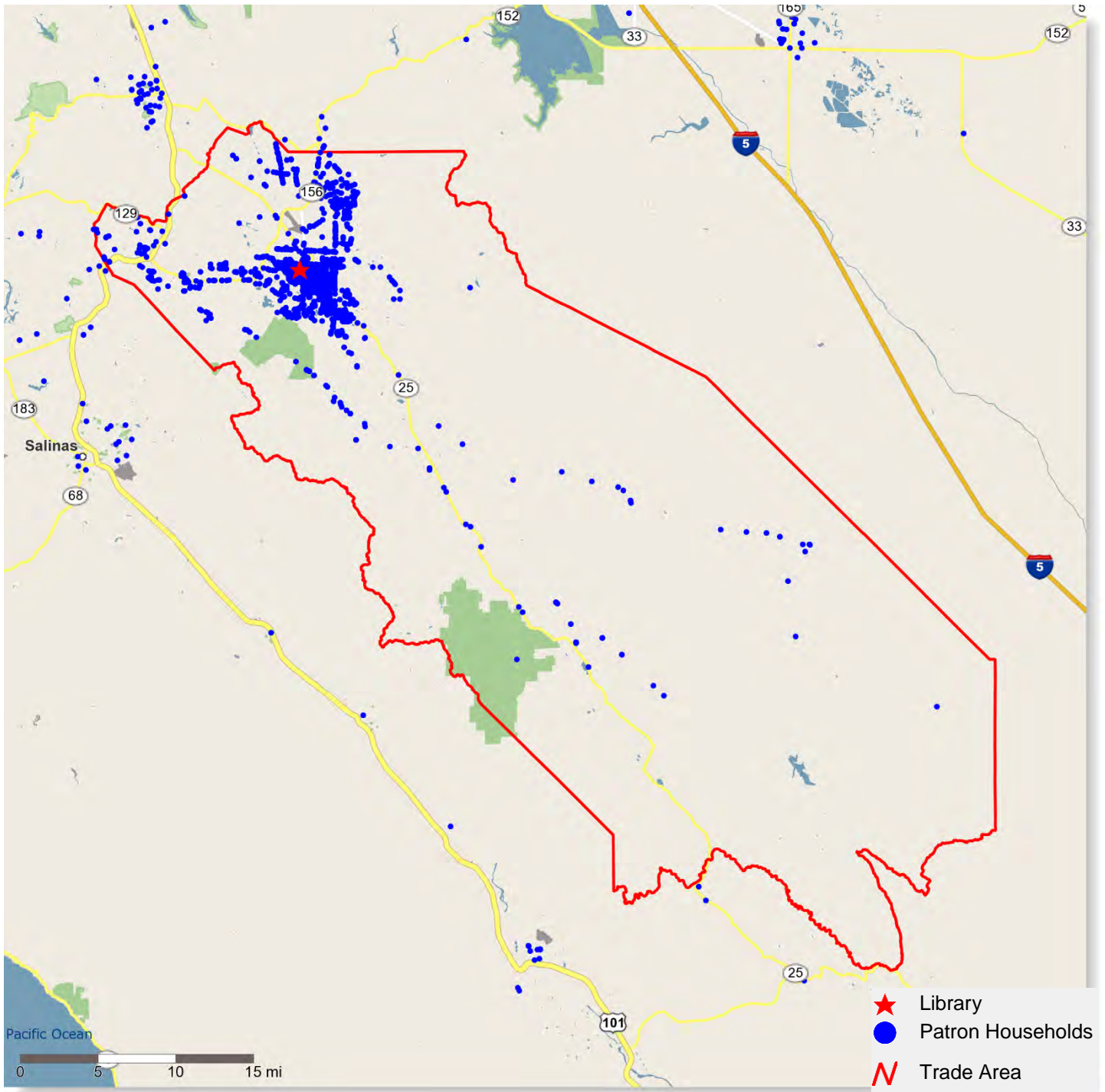
**10,383** individual patron transactions were successfully identified. The chart above represents a summary of those patron transactions by year.

**6,287** household locations were identified by converting patron records to unique address locations (checkouts were summed and activity was based on any most recent circulation active date).

Based on selections made in the input form, **Top 100% of All Patrons** were analyzed in the succeeding pages. This resulted in **6,287** filtered households. These households are geo-located and reflected in the map, the checkout table and the proximity table.

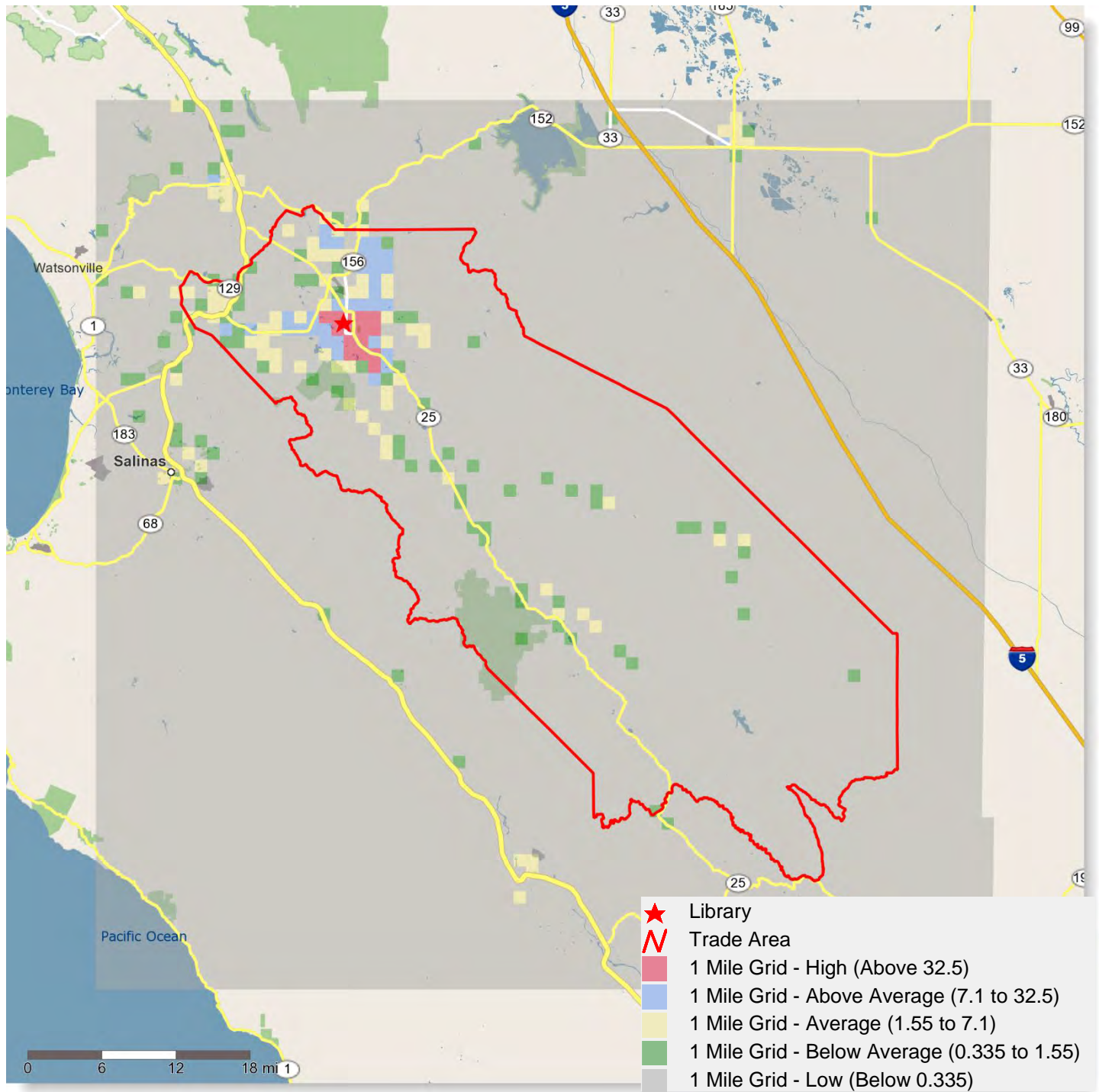
Of the filtered households, **5,136** were matched to the Experian household database. Only these households are represented in the Experian Demographics section of this report.

## Library Patron Households



The map above shows the library location (red star), the library trade area (red outline), and geocoded patron households as blue dots.

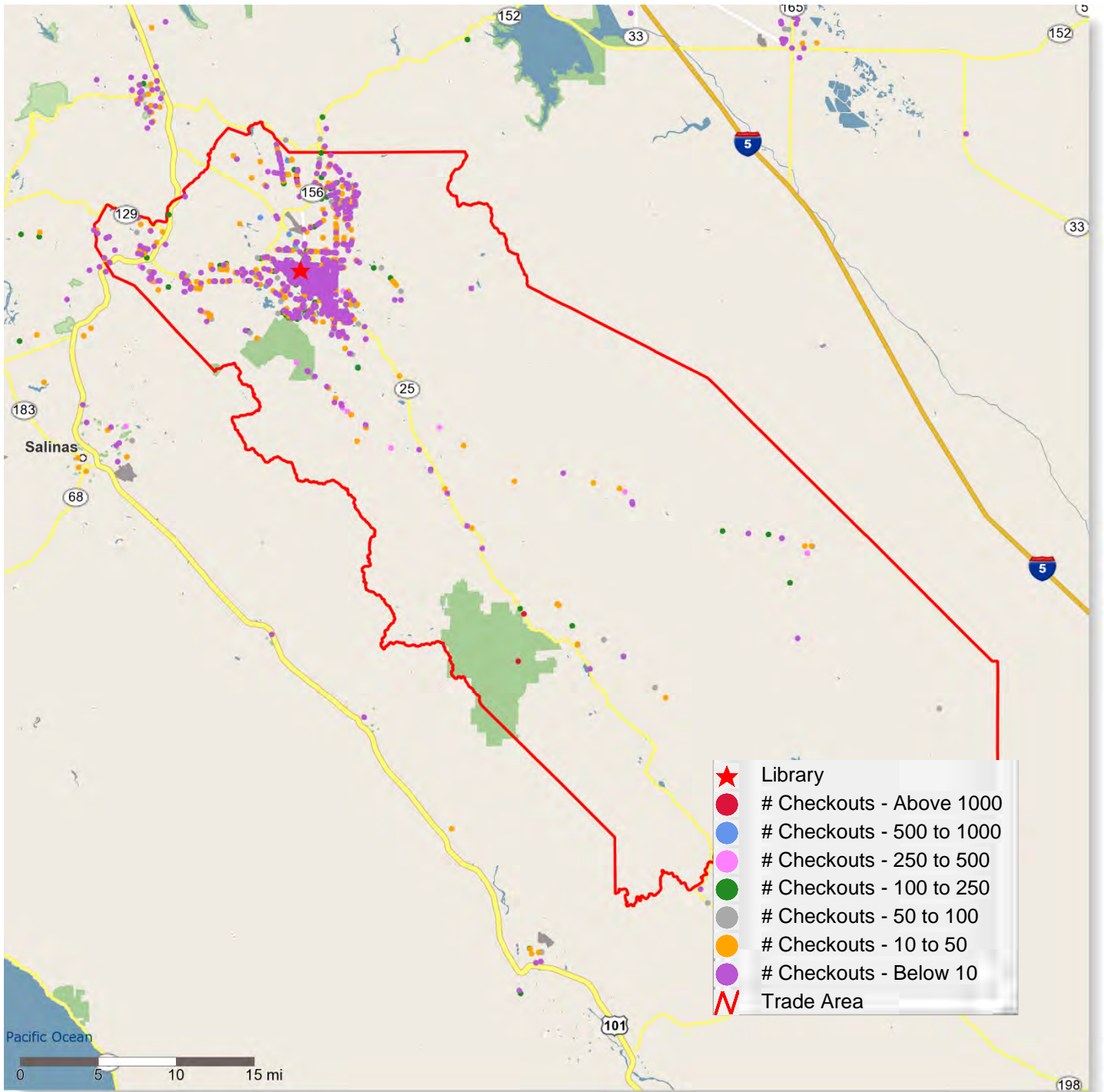
# 1 Mile Grid Map Themed by Count of Patron Households



The map above shows the library location (red dot), the library trade area (red outline) and 1 mile grids shaded by count of patron households.



## Library Patron Households by Checkout Volume



The map above shows the library location (red star), the library trade area (red outline), and geocoded patron households themed in blue by checkout volume.

### Patron Household Proximity

(Number of patron households by travel time from their residence to the library.)

Drive Time	Households
0-5	2,662
5-10	2,454
10-15	681
15-20	123
20-25	53
25-30	40
30+	274
<b>Total</b>	<b>6,287</b>

### Patron Household Checkout Volume

(Number of patron households by total checkouts.)

Checkouts	Households
0	0
1-10	2,460
10-50	2,048
50-100	742
100-250	603
250-500	268
500-1000	122
1000+	44
<b>Total</b>	<b>6,287</b>

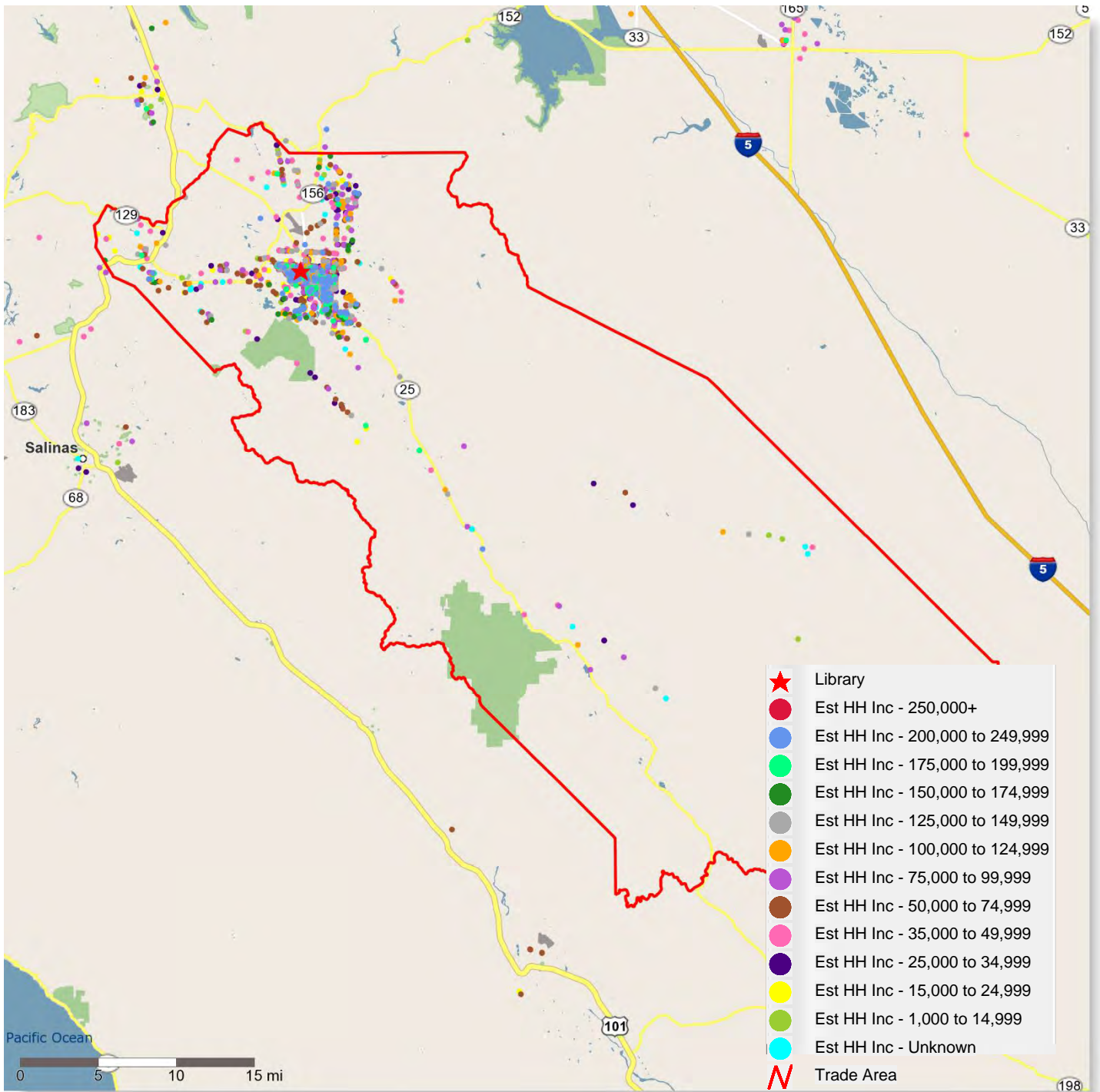
## Experian Household Demographics

The tables, graphs and optional Patron maps that follow provide the Experian Household demographic characteristics. Situations in which a demographic represents a large proportion of the patron households and have a high index represent areas of particular interest.

Variables are grouped into categories and are provided with a plain English description. Patron count and percent represent the number and proportion of patron households that possess the demographic. Base count and percent represent the number and proportion of library trade area households that possess the demographic. Finally, the index represents the likelihood of a patron household to possess the demographic in relation to the base households. For instance, an index of 200 means patron households are twice as likely to exhibit a demographic characteristic.

Included in the report is a chart/table on patrons who currently (or in the past) have responded to mail order solicitations (MOR-Bank Mail Order Responder analysis). For the detailed analysis, see the individual variables (optional report output). This data captures whether an individual household has, in the past, responded to promotions by mail for the variable reported upon. Individuals/households with a history of mail-order buying is twice as likely to respond to a promotion as someone who has never purchased by mail. Experians MOR-Bank database, the mail-order renewal bank, includes data from diverse direct marketers willing to share their active and non-active customer information. Prospects in the MOR-Bank database are active mail-order buyers or have a mail-order buying history. These consumers have purchased merchandise, magazines or services by mail or have responded with contributions to charitable and nonprofit appeals.

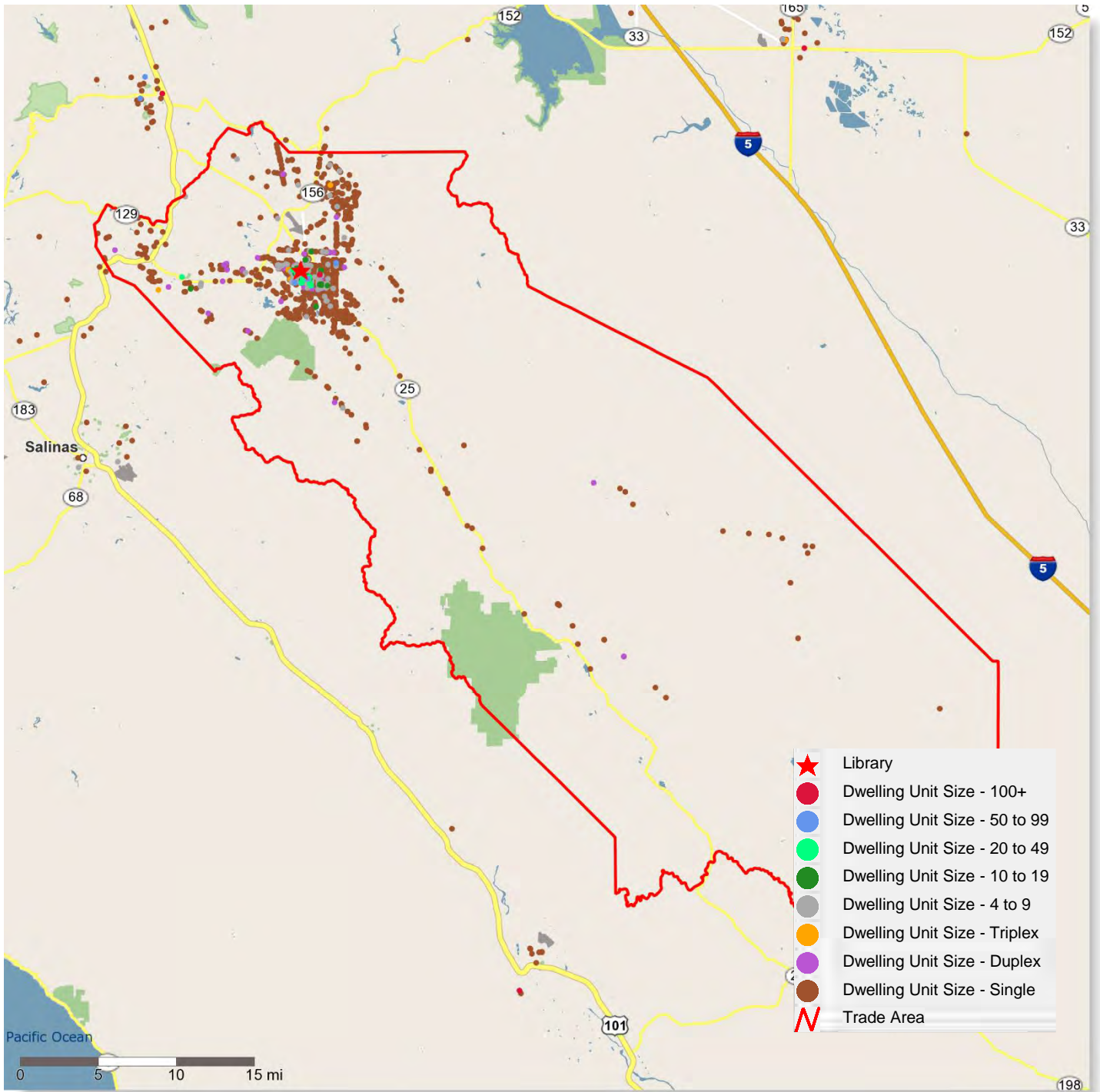
## Library Patron Households by Estimated Household Income



The map above shows the library location (red star), the library trade area (red outline), and geocoded patron households themed in blue by estimated household income.



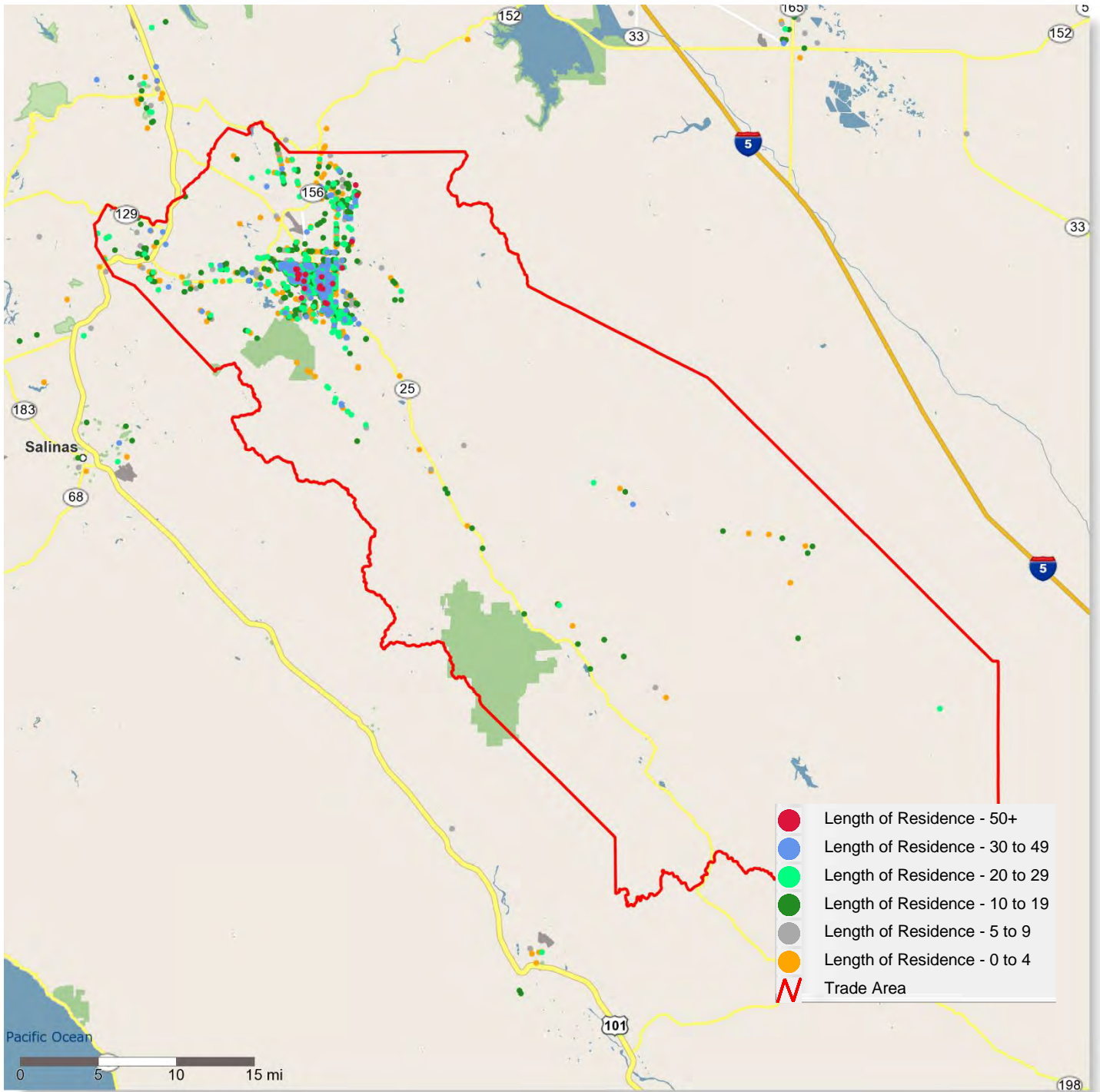
### Library Patron Households by Dwelling Unit Size



The map above shows the library location (red star), the library trade area (red outline), and geocoded patron households themed in blue by dwelling unit size.

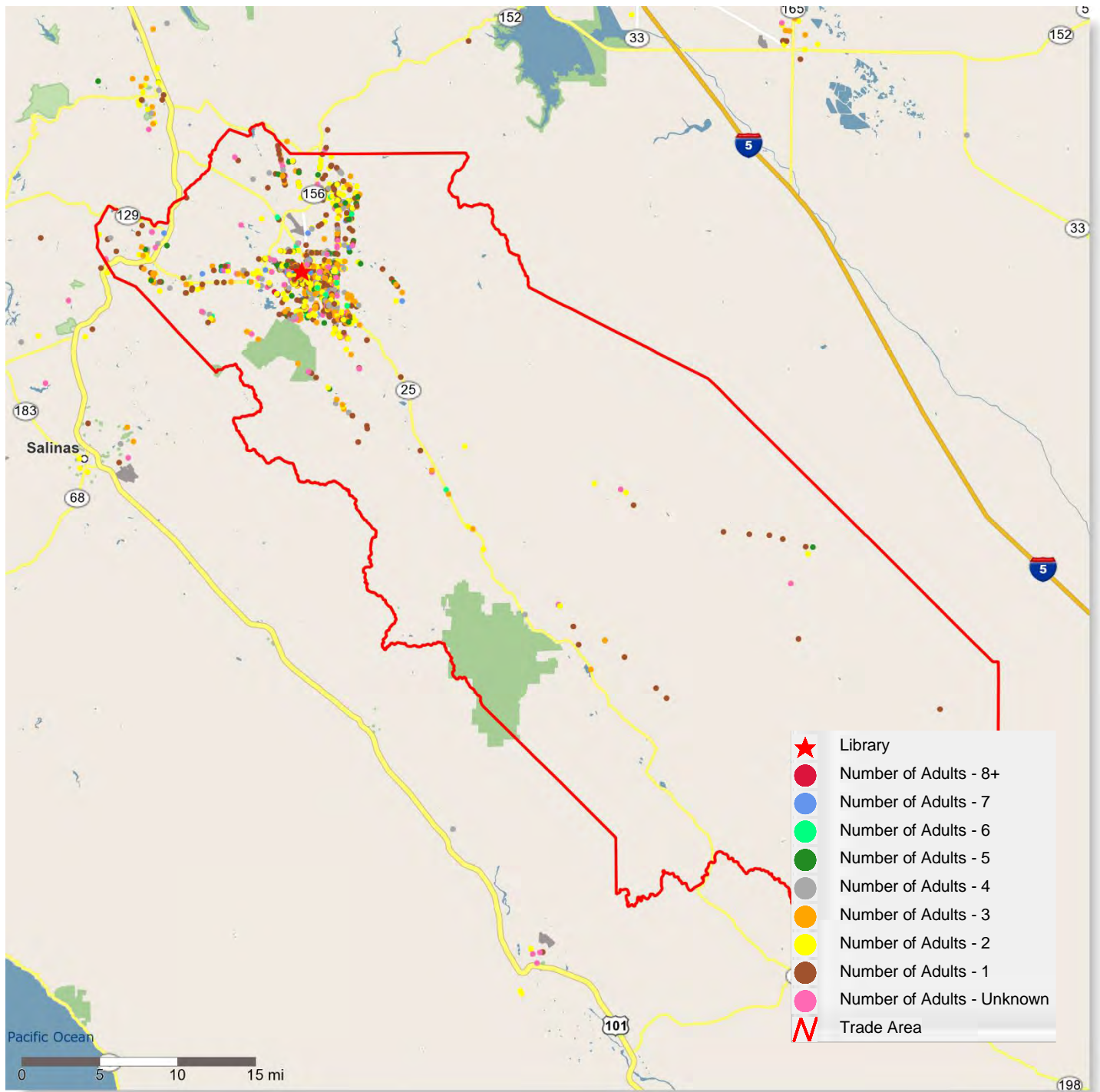


## Library Patron Households by Length of Residence



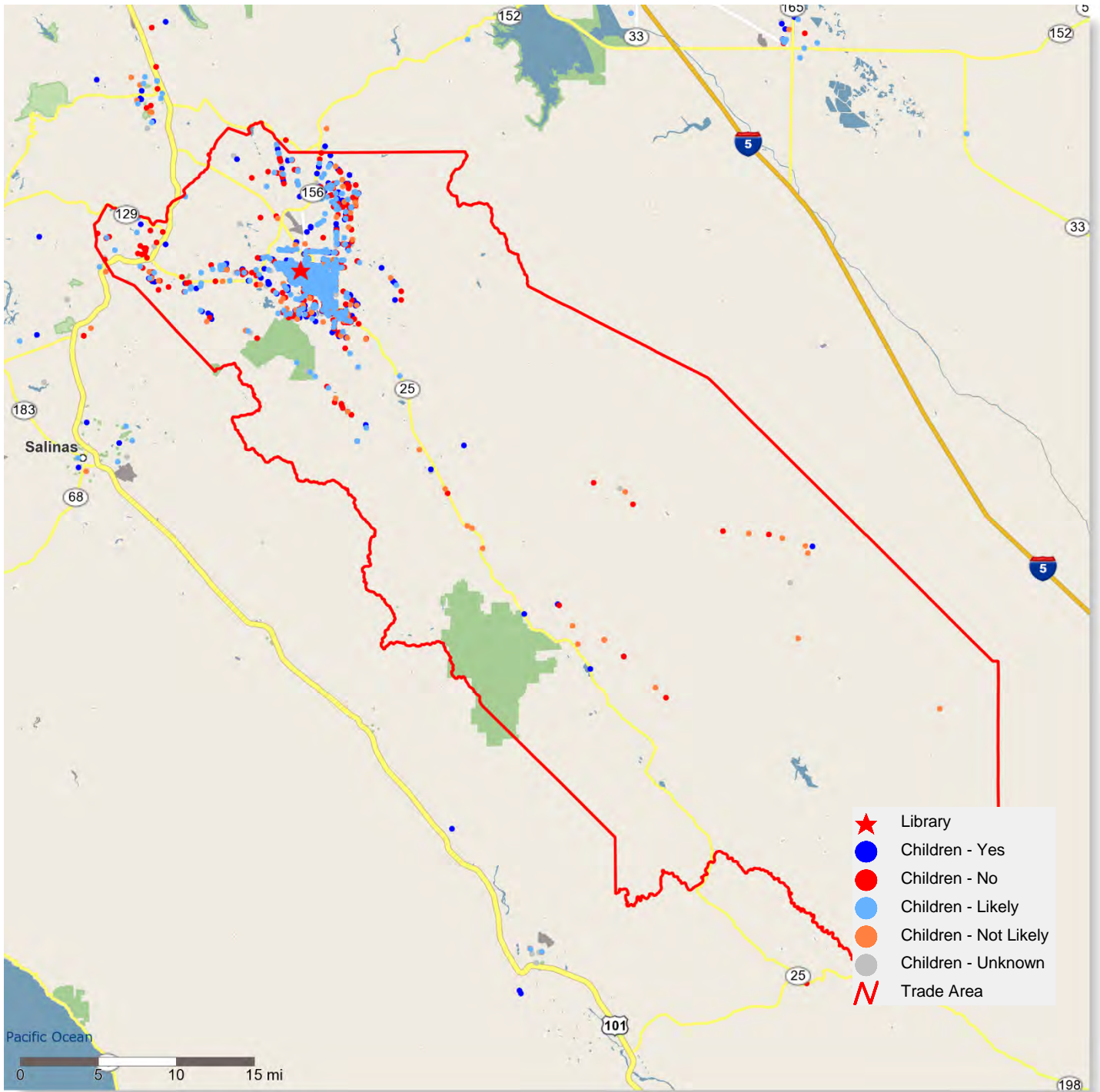
The map above shows the library location (red star), the library trade area (red outline), and geocoded patron households themed in blue by length of residence.

## Library Patron Households by Number of Adults in Living Unit



The map above shows the library location (red star), the library trade area (red outline), and geocoded patron households themed in blue by number of adults in living unit.

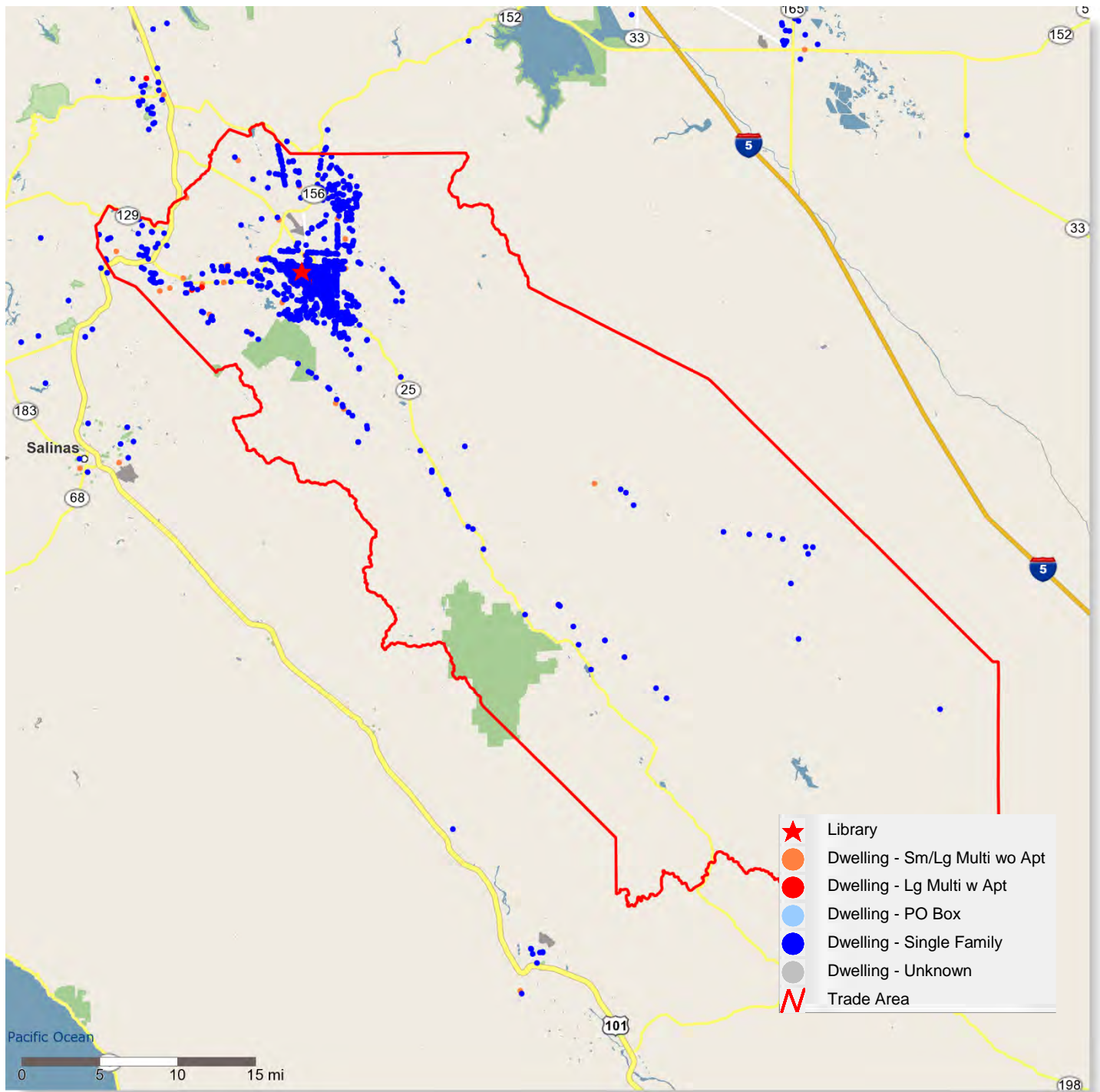
### Library Patron Households by Presence of Children



The map above shows the library location (red star), the library trade area (red outline), and geocoded patron households themed in blue by presence of children.

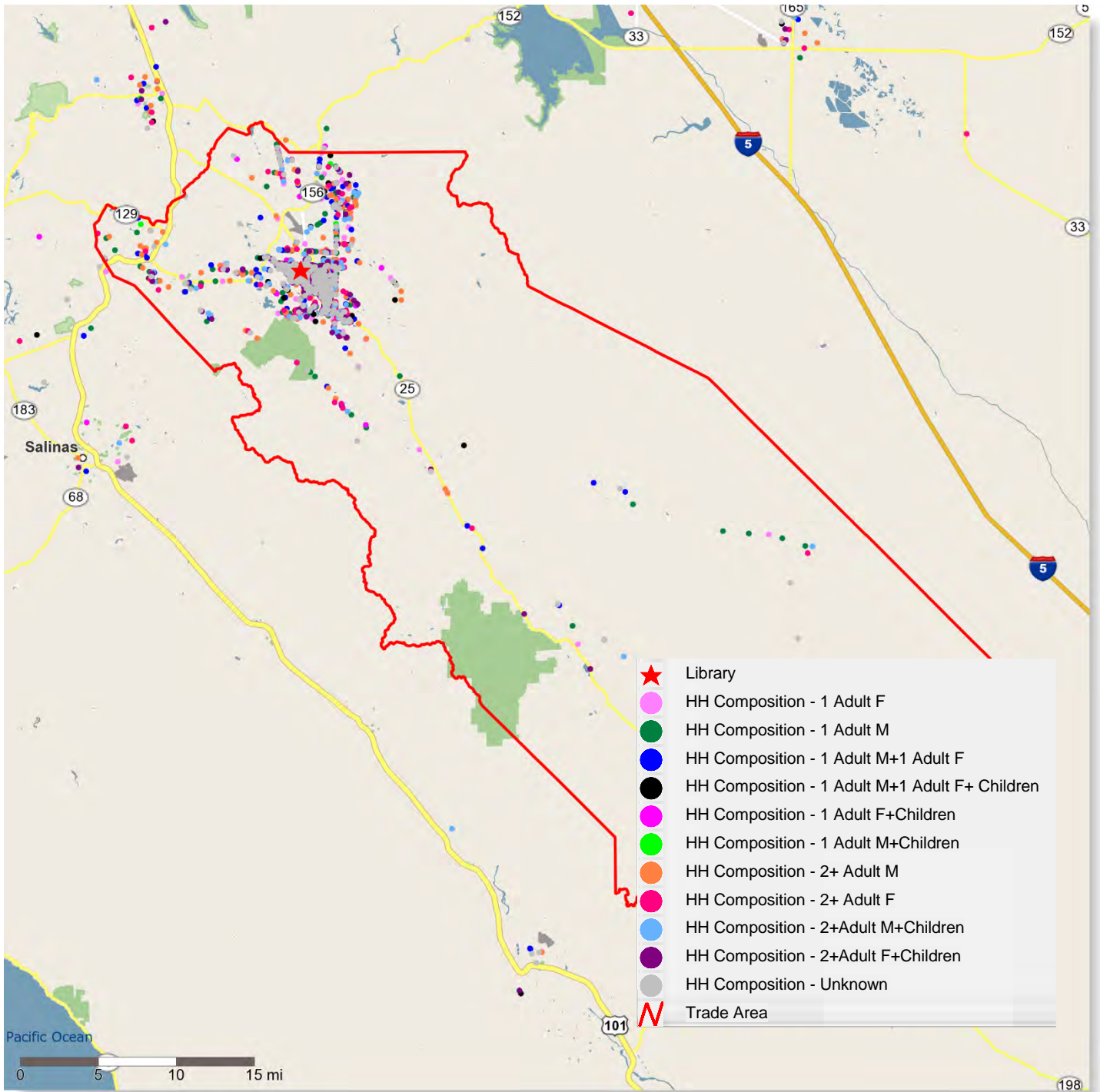


### Library Patron Households by Dwelling Type



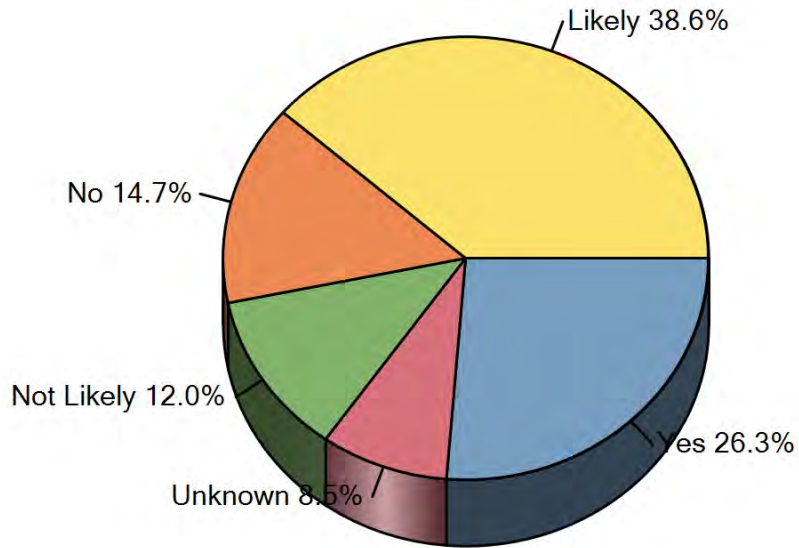
The map above shows the library location (red star), the library trade area (red outline), and geocoded patron households themed in blue by dwelling type.

## Library Patron Households by Household Composition



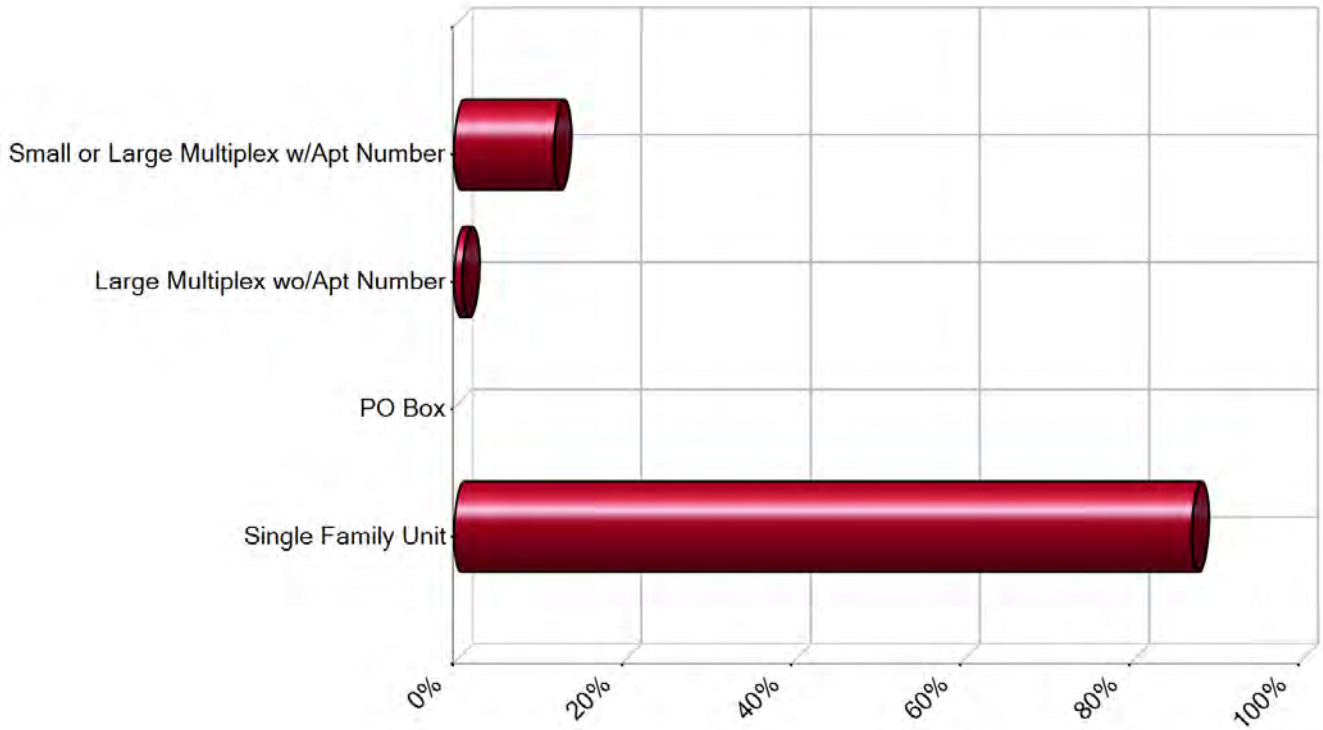
The map above shows the library location (red star), the library trade area (red outline), and geocoded patron households themed in blue by household composition.

**Presence of Children**  
 (Proportion of patron households likely to have children.)



Description	Patron Household Count	Patron Household Percent	Base Household Count	Base Household Percent
Unknown	438	8.5%	1,660	8.4%
Yes	1,349	26.3%	3,420	17.2%
Likely	1,980	38.6%	8,339	42.0%
Not Likely	615	12.0%	2,804	14.1%
No	754	14.7%	3,631	18.3%
<b>Total</b>	<b>5,136</b>	<b>100.0%</b>	<b>19,854</b>	<b>100.0%</b>

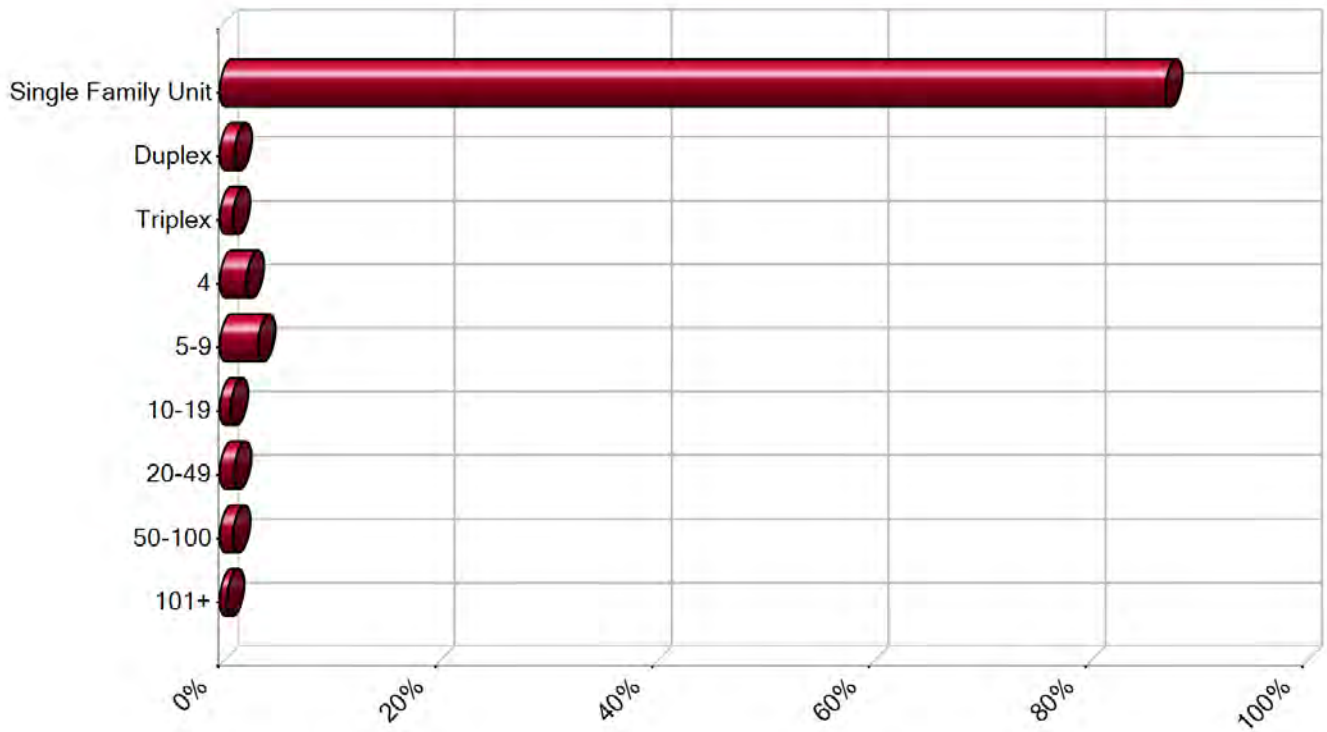
**DWELLING TYPE**



Description	Patron Household Count	Patron Household Percent	Base Household Count	Base Household Percent	Index
Small or Large Multiplex w/Apt Number	607	11.8%	2,222	11.2%	106
Large Multiplex wo/Apt Number	50	1.0%	232	1.2%	83
PO Box	0	0.0%	1,293	6.5%	0
Single Family Unit	4,479	87.2%	16,107	81.1%	107
<b>Total</b>	<b>5,136</b>	<b>100.0%</b>	<b>19,854</b>	<b>100.0%</b>	

**DWELLING UNIT SIZE**

Households of Top 100% of All Patrons  
 Geography: San Benito

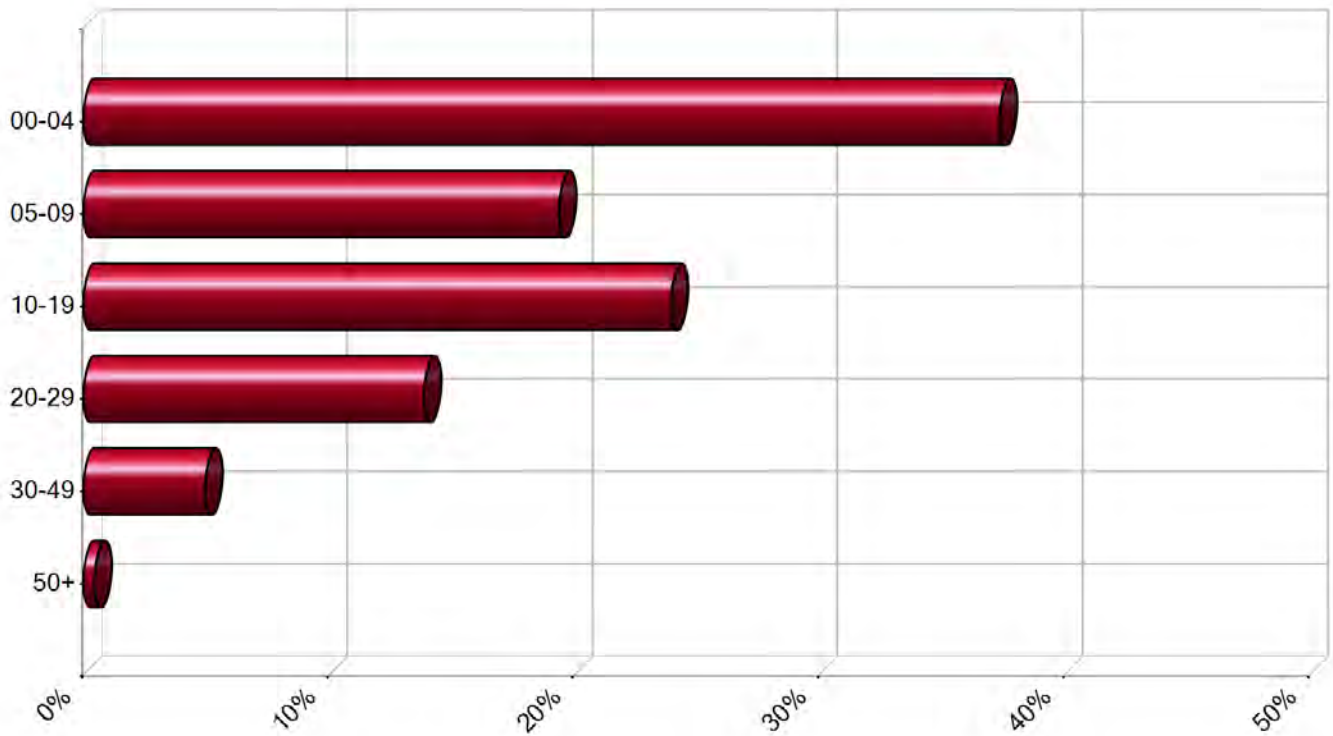


Description	Patron Household Count	Patron Household Percent	Base Household Count	Base Household Percent	Index
Single Family Unit	4,479	87.2%	17,400	87.6%	100
Duplex	70	1.4%	427	2.2%	63
Triplex	62	1.2%	356	1.8%	67
4	127	2.5%	352	1.8%	139
5-9	181	3.5%	649	3.3%	108
10-19	52	1.0%	156	0.8%	129
20-49	68	1.3%	248	1.2%	106
50-100	63	1.2%	196	1.0%	124
101+	34	0.7%	70	0.4%	188
<b>Total</b>	<b>5,136</b>	<b>100.0%</b>	<b>19,854</b>	<b>100.0%</b>	

**LENGTH OF RESIDENCE RANGE**



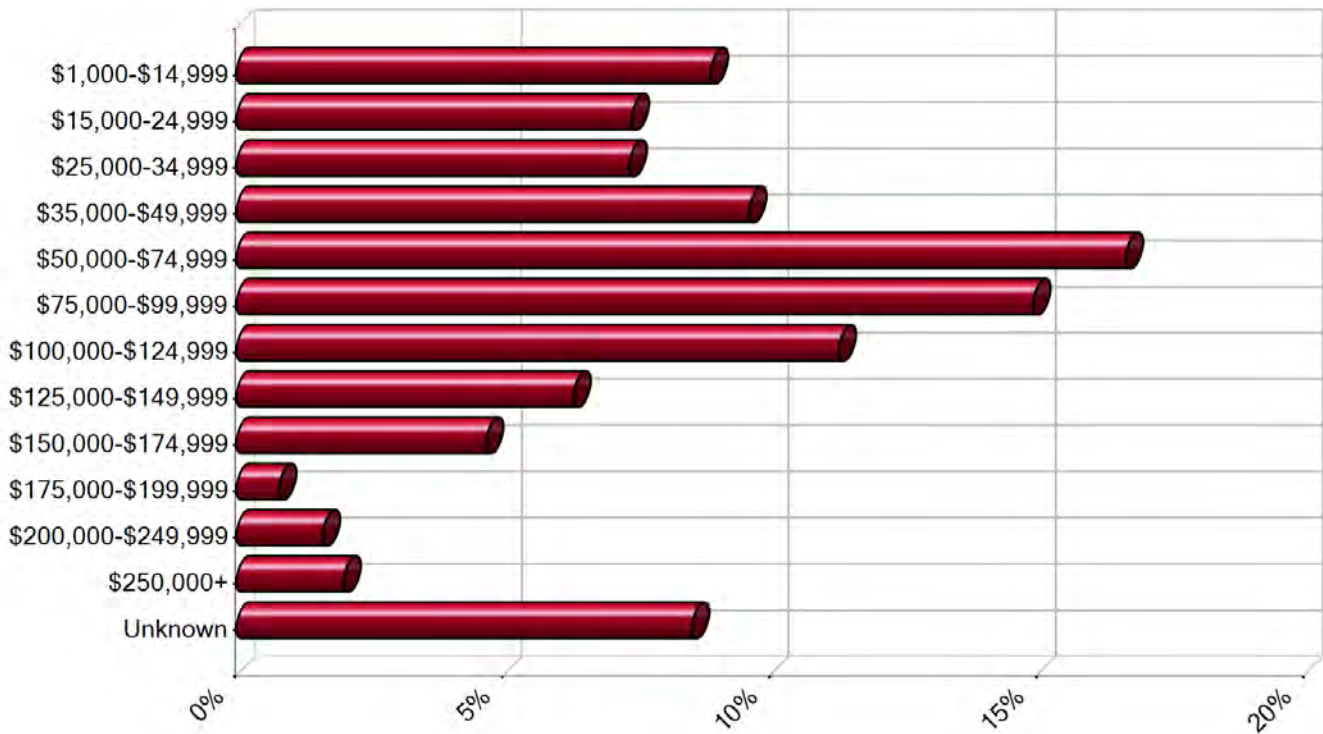
Households of Top 100% of All Patrons  
 Geography: San Benito



Description	Patron Household Count	Patron Household Percent	Base Household Count	Base Household Percent	Index
00-04	1,919	37.4%	7,782	39.2%	95
05-09	996	19.4%	4,387	22.1%	88
10-19	1,230	23.9%	4,179	21.0%	114
20-29	713	13.9%	2,441	12.3%	113
30-49	255	5.0%	970	4.9%	102
50+	23	0.4%	95	0.5%	94
<b>Total</b>	<b>5,136</b>	<b>100.0%</b>	<b>19,854</b>	<b>100.0%</b>	

**ESTIMATED HOUSEHOLD INCOME**

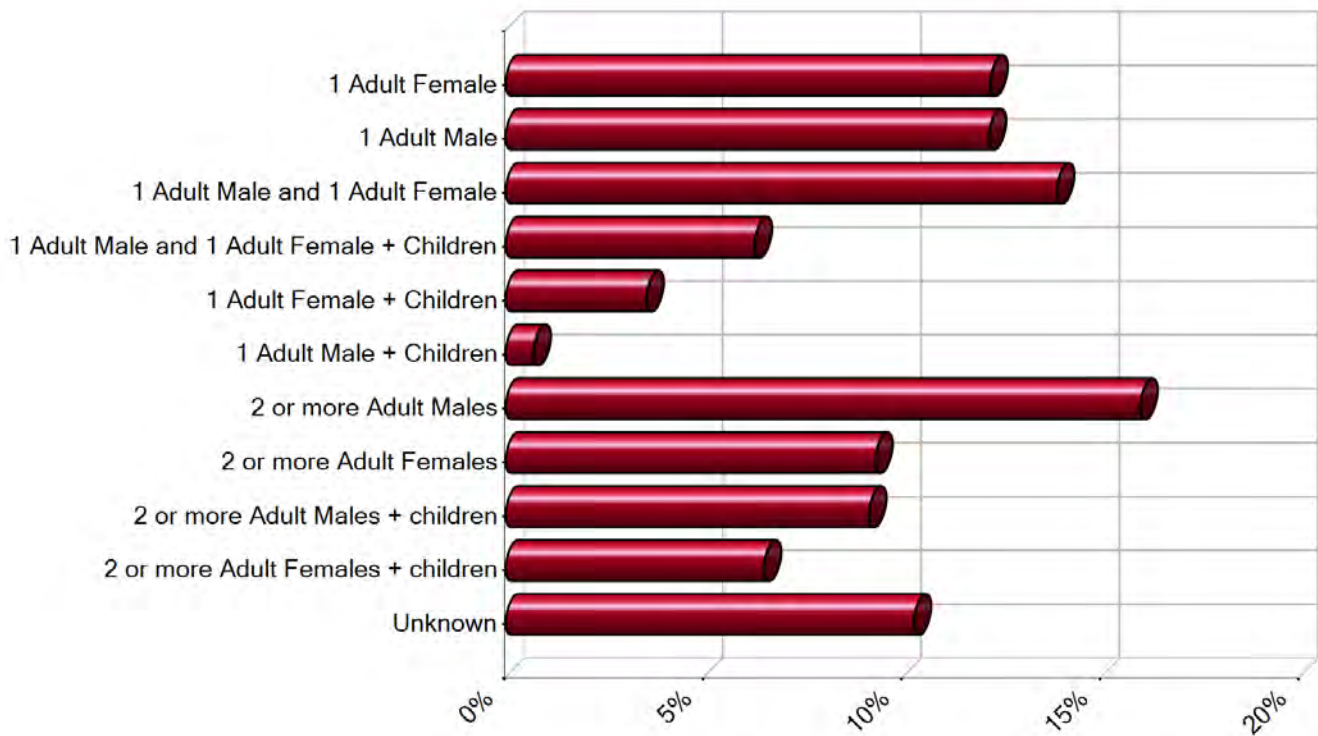
Households of Top 100% of All Patrons  
 Geography: San Benito



Description	Patron Household Count	Patron Household Percent	Base Household Count	Base Household Percent	Index
\$1,000-\$14,999	456	8.9%	1,706	8.6%	103
\$15,000-\$24,999	380	7.4%	1,692	8.5%	87
\$25,000-\$34,999	378	7.4%	1,602	8.1%	91
\$35,000-\$49,999	493	9.6%	2,114	10.6%	90
\$50,000-\$74,999	855	16.6%	3,081	15.5%	107
\$75,000-\$99,999	766	14.9%	2,723	13.7%	109
\$100,000-\$124,999	579	11.3%	2,127	10.7%	105
\$125,000-\$149,999	324	6.3%	1,068	5.4%	117
\$150,000-\$174,999	240	4.7%	1,098	5.5%	84
\$175,000-\$199,999	41	0.8%	182	0.9%	87
\$200,000-\$249,999	83	1.6%	370	1.9%	87
\$250,000+	103	2.0%	431	2.2%	92
Unknown	438	8.5%	1,660	8.4%	102
<b>Total</b>	<b>5,136</b>	<b>100.0%</b>	<b>19,854</b>	<b>100.0%</b>	

**HOUSEHOLD COMPOSITION**

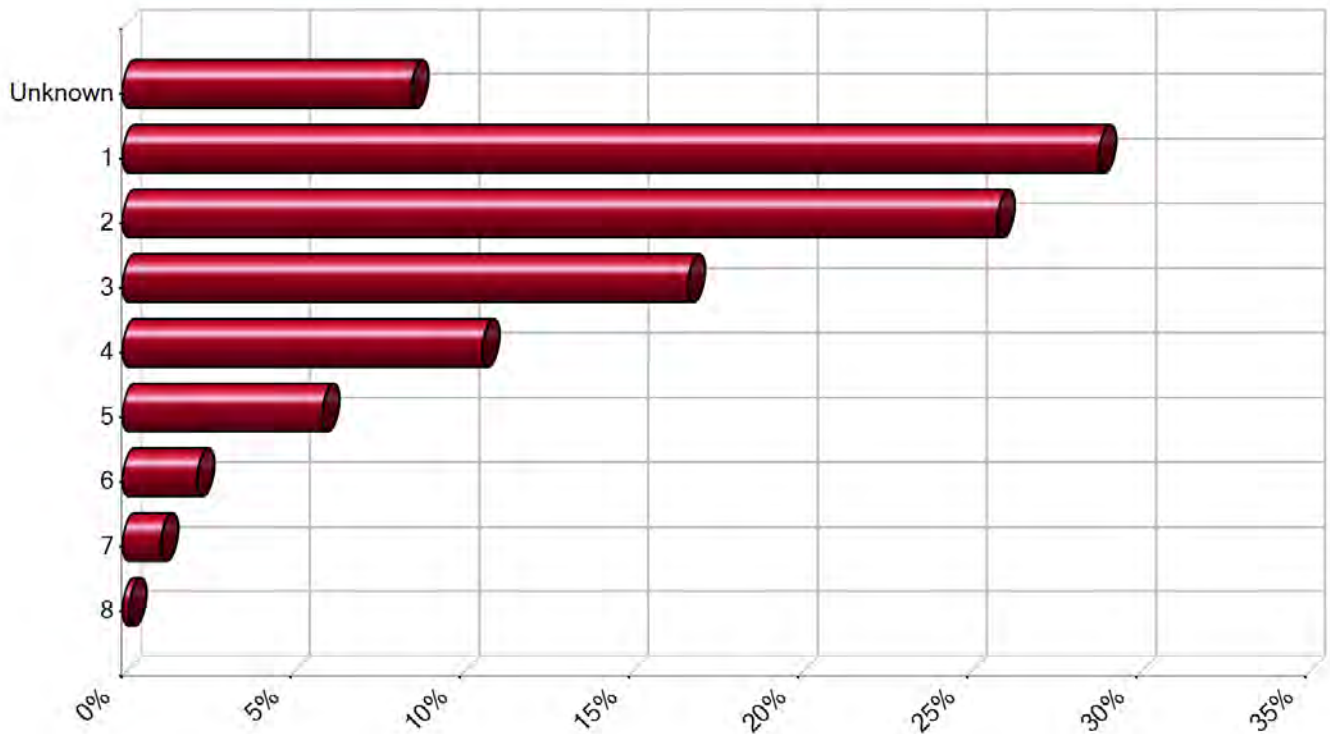
Households of Top 100% of All Patrons  
 Geography: San Benito



Description	Patron Household Count	Patron Household Percent	Base Household Count	Base Household Percent	Index
1 Adult Female	627	12.2%	3,424	17.2%	71
1 Adult Male	625	12.2%	3,087	15.5%	78
1 Adult Male and 1 Adult Female	713	13.9%	2,857	14.4%	96
1 Adult Male and 1 Adult Female + Children	322	6.3%	762	3.8%	163
1 Adult Female + Children	182	3.5%	610	3.1%	115
1 Adult Male + Children	36	0.7%	124	0.6%	112
2 or more Adult Males	821	16.0%	2,541	12.8%	125
2 or more Adult Females	478	9.3%	1,457	7.3%	127
2 or more Adult Males + children	470	9.2%	1,092	5.5%	166
2 or more Adult Females + children	334	6.5%	810	4.1%	159
Unknown	528	10.3%	3,090	15.6%	66
<b>Total</b>	<b>5,136</b>	<b>100.0%</b>	<b>19,854</b>	<b>100.0%</b>	

**NUMBER OF ADULTS IN LIVING UNIT**

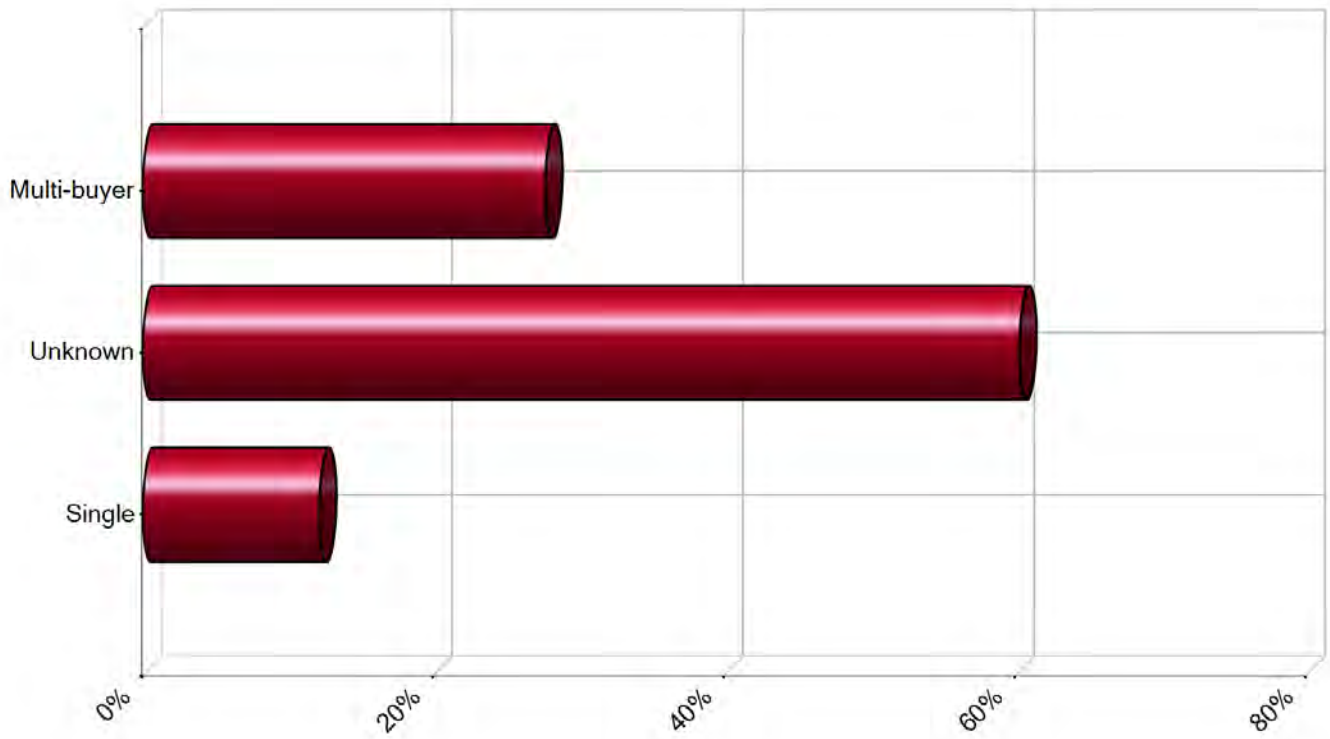
Households of Top 100% of All Patrons  
 Geography: San Benito



Description	Patron Household Count	Patron Household Percent	Base Household Count	Base Household Percent	Index
Unknown	438	8.5%	1,660	8.4%	102
1	1,482	28.9%	8,336	42.0%	69
2	1,328	25.9%	4,660	23.5%	110
3	858	16.7%	2,539	12.8%	131
4	546	10.6%	1,432	7.2%	147
5	303	5.9%	751	3.8%	156
6	113	2.2%	327	1.6%	134
7	58	1.1%	125	0.6%	179
8	10	0.2%	24	0.1%	161
<b>Total</b>	<b>5,136</b>	<b>100.0%</b>	<b>19,854</b>	<b>100.0%</b>	

**MAIL RESPONDER**

Households of Top 100% of All Patrons  
 Geography: San Benito



Description	Patron Household Count	Patron Household Percent	Base Household Count	Base Household Percent	Index
Multi-buyer	1,420	27.6%	5,169	26.0%	106
Unknown	3,094	60.2%	12,841	64.7%	93
Single	622	12.1%	1,844	9.3%	130
<b>Total</b>	<b>5,136</b>	<b>100.0%</b>	<b>19,854</b>	<b>100.0%</b>	

# Mosaic Profiles



## Mosaic USA group and structure

Segment/ Group	Name	Short Description
<b>A</b>	<b>Power Elite</b>	The wealthiest households in the US, living in the most exclusive neighborhoods, and enjoying all that life has to offer.
A01	American Royalty	Wealthy, influential couples and families living in prestigious suburbs
A02	Platinum Prosperity	Wealthy and established empty-nesting couples residing in suburban and in-town homes
A03	Kids and Cabernet	Prosperous, middle-aged married couples with children living child-focused lives in affluent suburbs
A04	Picture Perfect Families	Established families of child-rearing households living in wealthy suburbs
A05	Couples with Clout	Middle-aged, childless couples living in affluent metro areas
A06	Jet Set Urbanites	Mix of affluent singles and couples living in urban neighborhoods
<b>B</b>	<b>Flourishing Families</b>	Affluent, middle-aged families and couples earning prosperous incomes and living very comfortable, active lifestyles.
B07	Generational Soup	Affluent couples and multi-generational families living a wide range of lifestyles in suburbia
B08	Babies and Bliss	Middle-aged couples with large families and active lives in affluent suburbia
B09	Family Fun-tastic	Upscale, middle-aged families with older children pursuing busy kid-centered lives in satellite cities
B10	Cosmopolitan Achievers	Affluent middle-aged and established couples and families enjoying dynamic lifestyles in metro areas
<b>C</b>	<b>Booming with Confidence</b>	Prosperous, established couples in their peak earning years living in suburban homes
C11	Aging of Aquarius	Upscale boomer-aged couples living in city and close-in suburbs
C12	Golf Carts and Gourmets	Upscale retirees and empty-nesters in comfortable communities
C13	Silver Sophisticates	Mature, upscale couples and singles in suburban homes
C14	Boomers and Boomerangs	Baby boomer adults and their teenage/young adult children sharing suburban homes
<b>D</b>	<b>Suburban Style</b>	Middle-aged, ethnically-diverse suburban families and couples earning upscale incomes.
D15	Sports Utility Families	Upscale, multi-generational households of middle-aged couples with school-aged children living active family lifestyles in outlying suburbs
D16	Settled in Suburbia	Upper middle-class diverse family units and empty nesters living in established suburbs
D17	Cul de Sac Diversity	Ethnically-diverse, middle-aged families settled in new suburban neighborhoods
D18	Suburban Attainment	Upper middle-class couples and families living mainly in the expanding suburbs
<b>E</b>	<b>Thriving Boomers</b>	Upper-middle-class (and) boomer-age couples living comfortable lives (as defined) in town and exurban homes.
E19	Full Pockets, Empty Nests	Empty-nesting, upper middle-class households with discretionary income living sophisticated lifestyles
E20	No Place Like Home	Upper middle-class multi-generational households in exurban areas
E21	Unspoiled Splendor	Comfortably established baby boomer couples in town and country communities
<b>F</b>	<b>Promising Families</b>	Young couples with children in starter homes living child-centered lifestyles
F22	Fast Track Couples	Active, young, upper middle-class suburban couples and families living upwardly-mobile lifestyles
F23	Families Matter	Most Young, middle-class families in scenic suburbs leading active, family-focused lives



<b>G</b>	<b>Young, City Solos</b>	Younger and middle-aged singles living active and energetic lifestyles in metropolitan areas
G24	Status Seeking Singles	Younger, upwardly-mobile singles living in mid-scale metro areas balancing work and leisure lifestyles
G25	Urban Edge	Younger, up-and-coming singles living big city lifestyles located within top CBSA markets
<b>H</b>	<b>Middle-class Melting Pot</b>	Mid-scale, middle-aged and established couples living in suburban and fringe homes
H26	Progressive Patpouri	Mature, couples with comfortable and active lives in middle-class suburbs
H27	Birkenstocks and Beemers	Upper middle-class, established couples living leisure lifestyles in small towns and cities
H28	Everyday Moderates	Mid-scale, multi-cultural couples and families living in mid-tier metro suburban settings
H29	Destination Recreation	Middle-aged, midscale couples in rural towns and fringe suburbs working to enjoy their active lifestyles
<b>I</b>	<b>Family Union</b>	Mid-scale, middle-aged families living in homes supported by solid blue-collar occupations
I30	Stockcars and State Parks	Middle-class couples and families living in more remote rural communities
I31	Blue Collar Comfort	Middle-class families in smaller cities and towns with solid blue-collar jobs
I32	Steadfast Conventionalists	Conventional Generation X families located in selected coastal city homes
I33	Balance and Harmony	Middle-class families living lively lifestyles in city-centric neighborhoods
<b>J</b>	<b>Autumn Years</b>	Established and mature couples living gratified lifestyles in older homes
J34	Aging in Place	Middle-class seniors living solid, suburban lifestyles
J35	Rural Escape	Older, middle-class couples and singles living comfortable lives in rural towns
J36	Settled and Sensible	Older, middle-class and empty-nesting couples and singles in city neighborhoods
<b>K</b>	<b>Significant Singles</b>	Middle-aged singles and some couples earning mid-scale incomes supporting active styles of living
K37	Wired for Success	Young, mid-scale singles and couples living socially-active city lives
K38	Gotham Blend	Mix of middle-aged and middle-class singles and couples mainly living urban New York City-area lifestyles
K39	Metro Fusion	Middle-aged singles living urban active lifestyles
K40	Bohemian Groove	Older unattached individuals enjoying settled urban lives
<b>L</b>	<b>Blue Sky Boomers</b>	Lower- and middle-class baby boomer-aged households living in small towns
L41	Booming and Consuming	Older empty-nesting couples and singles enjoying relaxed lives in small towns
L42	Rooted Flower Power	Mid-scale baby boomer singles and couples rooted in established suburban communities and approaching retirement
L43	Homemade Happiness	Lower middle-class baby boomer households living in remote town and country homes
<b>M</b>	<b>Families in Motion</b>	Younger, working-class families earning moderate incomes in smaller residential communities
M44	Red, White and Bluegrass	Lower middle-income rural families with diverse adult and children household dynamics
M45	Diapers and Debit Cards	Young, working-class families and single parent households living in small established, city residences
<b>N</b>	<b>Pastoral Pride</b>	Mix of lower middle-class unattached individuals and couples who have settled in country and small town areas
N46	True Grit Americans	Older, middle-class households in town and country communities located in the nation's midsection
N47	Countrified Pragmatics	Lower middle-income couples and singles living rural, casual lives
N48	Rural Southern Bliss	Lower middle-income multi-generational families living in small towns
N49	Touch of Tradition	Working-class, middle-aged couples and singles living in rural homes

<b>O</b>	<b>Singles and Starters</b>	Young singles starting out, and some starter families, in diverse urban communities
O50	Full Steam Ahead	Younger and middle-aged singles gravitating to second-tier cities
O51	Digital Dependents	Mix of Generation Y and X singles who live digital-driven, urban lifestyles
O52	Urban Ambitions	Mainly Generation Y singles and single families established in mid-market cities
O53	Colleges and Cafes	Young singles and recent college graduates living in college communities
O54	Striving Single Scene	Young, singles living in Midwest and Southern city centers
O55	Family Troopers	Families and single-parent households living near military bases
<b>P</b>	<b>Cultural Connections</b>	Diverse, mid- and low-income families in urban apartments and residences
P56	Mid-scale Medley	Middle-aged, mid-scale income singles and divorced individuals in secondary cities
P57	Modest Metro Means	Mid-scale singles established in inner-city communities
P58	Heritage Heights	Singles and families with mid and low incomes living settled lives in urban apartments
P59	Expanding Horizons	Middle-aged, mid-scale income families living mainly within US border cities
P60	Striving Forward	Mid-scale families and single parents in gateway communities
P61	Humble Beginnings	Multi-cultural singles and single-parent households with mid-scale incomes in city apartments
<b>Q</b>	<b>Golden Year Guardians</b>	Retirees living in settled residences and communities
Q62	Reaping Rewards	Relaxed, retired couples and widowed individuals in suburban homes living quiet lives
Q63	Footloose and Family Free	Elderly couples and widowed individuals living active and comfortable lifestyles
Q64	Town Elders	Stable, minimalist seniors living in older residences and leading sedentary lifestyles
Q65	Senior Discounts	Downscale, settled retirees in metro apartment communities
<b>R</b>	<b>Aspirational Fusion</b>	Low-income singles and single parents living in urban locations striving to make a better life
R66	Dare to Dream	Young singles, couples and single parents with lower incomes starting out in city apartments
R67	Hope for Tomorrow	Young, lower-income single parents in second-city apartments
<b>S</b>	<b>Economic Challenges</b>	Economically challenged mix of singles, divorced and widowed individuals in smaller cities and urban areas looking to make ends meet
S68	Small Town Shallow Pockets	Older, low income singles and empty-nesters living in modest ex-urban small towns
S69	Urban Survivors	Older, lower income singles and single parents established in modest urban neighborhoods
S70	Tight Money	Middle-aged, lower income unattached individuals in transitional small town and ex-urban apartments
S71	Tough Times	Older, lower income and ethnically-diverse singles typically concentrated in inner-city apartments



Households of Top 100% of All Patrons  
Geography: San Benito

Link	Description	Patron Household Count	Patron Household Percent	Base Household Count	Base Household Percent	Index	Opportunity
<a href="#">A01</a>	American Royalty	2	0.0%	1	0%	773	200.0%
<a href="#">A02</a>	Platinum Prosperity	9	0.2%	47	0%	74	19.1%
<a href="#">A03</a>	Kids and Cabernet	6	0.1%	9	0%	258	66.7%
<a href="#">A04</a>	Picture Perfect Families	36	0.7%	105	1%	133	34.3%
<a href="#">A05</a>	Couples with Clout	17	0.3%	79	0%	83	21.5%
<a href="#">A06</a>	Jet Set Urbanites	1	0.0%	0	0%	100	
<a href="#">B07</a>	Generational Soup	52	1.0%	143	1%	141	36.4%
<a href="#">B08</a>	Babies and Bliss	100	1.9%	204	1%	189	49.0%
<a href="#">B09</a>	Family Fun-tastic	4	0.1%	13	0%	119	30.8%
<a href="#">B10</a>	Cosmopolitan Achievers	15	0.3%	13	0%	446	115.4%
<a href="#">C11</a>	Aging of Aquarius	91	1.8%	521	3%	68	17.5%
<a href="#">C12</a>	Golf Carts and Gourmets	20	0.4%	69	0%	112	29.0%
<a href="#">C13</a>	Silver Sophisticates	32	0.6%	126	1%	98	25.4%
<a href="#">C14</a>	Boomers and Boomerangs	249	4.8%	775	4%	124	32.1%
<a href="#">D15</a>	Sports Utility Families	80	1.6%	231	1%	134	34.6%
<a href="#">D16</a>	Settled in Suburbia	85	1.7%	220	1%	149	38.6%
<a href="#">D17</a>	Cul de Sac Diversity	184	3.6%	515	3%	138	35.7%
<a href="#">D18</a>	Suburban Attainment	3	0.1%	5	0%	232	60.0%
<a href="#">E19</a>	Full Pockets Empty Nests	2	0.0%	2	0%	387	100.0%
<a href="#">E20</a>	No place like Home	64	1.2%	261	1%	95	24.5%
<a href="#">E21</a>	Unspoiled Splendor	99	1.9%	569	3%	67	17.4%
<a href="#">F22</a>	Fast Track Couples	185	3.6%	892	4%	80	20.7%
<a href="#">F23</a>	Families Matter Most	104	2.0%	222	1%	181	46.8%
<a href="#">G24</a>	Status Seeking Singles	4	0.1%	15	0%	103	26.7%
<a href="#">H26</a>	Progressive Potpourri	346	6.7%	2,209	11%	61	15.7%
<a href="#">H27</a>	Birkenstocks and Beemers	62	1.2%	588	3%	41	10.5%
<a href="#">H28</a>	Everyday Moderates	51	1.0%	151	1%	131	33.8%
<a href="#">H29</a>	Destination Recreation	16	0.3%	136	1%	45	11.8%
<a href="#">I30</a>	Stockcars and State Parks	43	0.8%	150	1%	111	28.7%
<a href="#">I31</a>	Blue Collar Comfort	4	0.1%	16	0%	97	25.0%
<a href="#">I32</a>	Steadfast Conventionalists	509	9.9%	1,169	6%	168	43.5%
<a href="#">I33</a>	Balance and Harmony	571	11.1%	2,391	12%	92	23.9%
<a href="#">J34</a>	Aging in Place	68	1.3%	357	2%	74	19.0%
<a href="#">J35</a>	Rural Escape	27	0.5%	186	1%	56	14.5%
<a href="#">J36</a>	Settled and Sensible	12	0.2%	38	0%	122	31.6%
<a href="#">K37</a>	Wired for Success	27	0.5%	124	1%	84	21.8%
<a href="#">K38</a>	Gotham Blend	11	0.2%	39	0%	109	28.2%
<a href="#">K39</a>	Metro Fusion	7	0.1%	15	0%	180	46.7%
<a href="#">K40</a>	Bohemian Groove	21	0.4%	92	0%	88	22.8%
<a href="#">L41</a>	Booming and Consuming	31	0.6%	130	1%	92	23.8%
<a href="#">L42</a>	Rooted Flower Power	69	1.3%	367	2%	73	18.8%
<a href="#">L43</a>	Homemade Happiness	11	0.2%	104	1%	41	10.6%
<a href="#">M44</a>	Red White and Bluegrass	9	0.2%	56	0%	62	16.1%
<a href="#">M45</a>	Diapers and Debit Cards	9	0.2%	16	0%	217	56.3%
<a href="#">N46</a>	True Grit Americans	0	0.0%	5	0%	0	0.0%
<a href="#">N47</a>	Countrified Pragmatics	12	0.2%	93	0%	50	12.9%
<a href="#">N48</a>	Rural Southern Bliss	0	0.0%	6	0%	0	0.0%
<a href="#">N49</a>	Touch of Tradition	1	0.0%	20	0%	19	5.0%
<a href="#">O50</a>	Full Steam Ahead	12	0.2%	69	0%	67	17.4%
<a href="#">O51</a>	Digital Dependents	125	2.4%	895	5%	54	14.0%
<a href="#">O52</a>	Urban Ambition	2	0.0%	6	0%	129	33.3%
<a href="#">O53</a>	Colleges and Cafes	1	0.0%	0	0%	100	
<a href="#">O54</a>	Striving Single Scene	13	0.3%	45	0%	112	28.9%
<a href="#">O55</a>	Family Troopers	205	4.0%	661	3%	120	31.0%
<a href="#">P56</a>	Mid-Scale Medley	22	0.4%	68	0%	125	32.4%

Households of Top 100% of All Patrons  
 Geography: San Benito

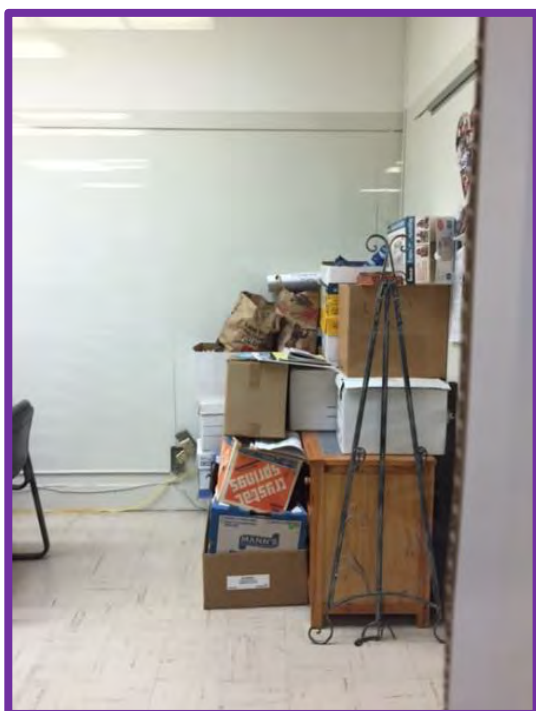
<a href="#">P58</a>	Heritage Heights	1	0.0%	4	0%	97	25.0%
<a href="#">P59</a>	Expanding Horizons	409	8.0%	1,013	5%	156	40.4%
<a href="#">P60</a>	Striving Forward	251	4.9%	638	3%	152	39.3%
<a href="#">P61</a>	Humble Beginnings	49	1.0%	134	1%	141	36.6%
<a href="#">Q62</a>	Reaping Rewards	61	1.2%	320	2%	74	19.1%
<a href="#">Q64</a>	Town Elders	82	1.6%	474	2%	67	17.3%
<a href="#">Q65</a>	Senior Discounts	22	0.4%	109	1%	78	20.2%
<a href="#">R66</a>	Dare to Dream	64	1.2%	195	1%	127	32.8%
<a href="#">R67</a>	Hope for Tomorrow	0	0.0%	3	0%	0	0.0%
<a href="#">S68</a>	Small Town Shallow Pockets	5	0.1%	18	0%	107	27.8%
<a href="#">S69</a>	Urban Survivors	0	0.0%	1	0%	0	0.0%
<a href="#">S70</a>	Tight Money	8	0.2%	29	0%	107	27.6%
<a href="#">S71</a>	Tough Times	5	0.1%	17	0%	114	29.4%
U00	Unassigned	438	8.5%	1,660	8%	102	26.4%
	<b>Total</b>	<b>5,136</b>	<b>100.0%</b>	<b>19,854</b>	<b>100%</b>		

END OF REPORT

# Recommendation Guide – Current Library Services

## Facilities & Hours

- Consistent feedback from the Community Conversations and survey responses was a request for additional service hours – with the priority of Saturdays, weeknight evenings, followed by Sundays. Based on observations in current staffing patterns and workflow, there is potential to develop and implement a consistent approach for allocating staffing hours based on demand for services and specific service objectives. Strategic rescheduling, targeted service blueprinting, and more streamlined LEAN operations approach could provide an opportunity to expand public use library hours through reallocation vs. addition of resources.
- The library footprint is **inadequate based on the library's current** and potential level of activity. However, there may be opportunities to reallocate staff office and work space for direct public benefit. This could be done with the reduction and elimination of back-of-house activities such as processing, streamline non-essential non-direct public service work, as well as reducing clutter and unnecessary storage.



If a refresh/remodel of the current location is decided upon prior to completion of the TEL, some strategic changes can add a meaningful impact factor.

- Greatly reduce number of dedicated Catalog computers to free up space and equipment for more high demand activities.
- Strategically weed and remove some shelving in children's add play Learning Island and other interactive items.



- Enhance fun factor in teen area with pieces like a gaming pod or other interactive furnishings.



- Refresh furniture throughout the **library...matching** in color scheme, design style, finishes—wood, metal, fabric. Add additional comfortable seating and lounge chairs that add color and newness to replace existing.





- Expand the community room is by moving a wall into the library space. An option to retrieve the lost space is discussed below. In order to move into this space, shelving will need to be removed. Increasing popular digital titles and strategic weeding could also be done so that excess shelving could be removed.



- Eliminate Circulation and Reference desks and a small footprint single service point combined with self-check and a more roving staff model.



- Better define service areas. Ensure comfortable space for adult activities such as a laptop bar – away from children's area.



## Exterior

- Remove splintered wooden bench. If a bench is desired, select material that will withstand hot weather and rain.
- Landscaping. Remove all existing plants. Plant water-wise shrubbery, including flowering perennials. Create a welcoming, attractive, well-maintained garden.
- Façade of the building could be enhanced with embellishments of a chosen style in keeping with the community. Replace ramp railing of similar style.
- Put schedule in place for general cleanup and repairs.





## People & Programming

The library has friendly staff and passionate library advocates. Although relatively small in active numbers, library patrons and advocates care about the library and feel it is a welcoming place. Staff help to contribute to the positive perception of the library being a safe place for community interaction and an assurance of Freedom of Information.

- The library currently offers some children's programs, and should build on this by continuing to offer the programs that are in place and to expand these where possible. The libraries should focus on three aspects of children's services:
  - Building the skills needed to succeed in school through programs that get preschool children ready for school.
  - Supplementing the work of the school system for school-aged children by providing resources to help with school work.
  - Providing programs that prevent children from slipping out of practicing their reading skills.
- Continue signature services such as the Adult Literacy Program which has seen an increase of learners who have passed their citizenship test and GED test, Passport preparation and Tutor Tech training.
- Encourage community interest in Lifelong Learning and desire for self-directed personal growth and development. Enhance adult programming offerings as well as targeted outreach to community groups. Reconfigure some spaces to accommodate study and casual seating areas appropriate in size and design for discussions, and other informal learning activities.
- Develop a robust marketing effort to better inform and engage public. Greater use of social media to reach target markets of growth. Engage a staff person who is **tech savvy (or train someone) to increase the library's presence on Facebook, Instagram, Twitter, and other heavily used social media avenues.** Notification of upcoming events, new materials, awards, new staff, anything that generates interest and awareness of what is happening at the library.
- The library website is current and easy to use but the social media pages could be updated and added to on a regular basis since many might be more likely to spot news items on Facebook than going to the library website. An addition of a blog post done by various staff members according to their specialty could be added. Adult literacy, homework help, new picture books, activities plan could be introduced using the blog format.

- Increase partnership development not only for information sharing, but also for outsourcing programming space and crowdsourcing library related activities. Initial staff time investment can lead to long term continuing returns.
- Refocus collection on high-interest / high-demand materials to improve perception that library has limited offerings. More relevant current topics and titles helps to **fulfill community residents' appetite for information about popular cultural and social** trends and their desire for satisfying recreational experiences.
- Increase offerings and promotion of popular digital materials. This can provide greater content access with additional strain on physical building space. Ensure eMaterials are promoted in tandem with physical collection.
- Provide gateway access to unique local resources, a more direct connection to local history and Historical Society as well as Genealogy services.
- Maximize the Bookmobile and bookmobile staff by increasing the number of days it is on the road. Schedule additional visits in populated areas in unincorporated areas of the County. Incorporate programs at the locations visited that dovetail with the Summer Reading Program at the library; story times, bilingual programs when appropriate; include Saturday visits to reach residents who are unable to use the library during the traditional work week such as commuters.
- Schedule presentations at the many service organizations, non-profits, and schools in the city and in the unincorporated areas. Share the news about all the great service offered at the library, ask for suggestions, and make it entertaining by perhaps including a quiz about the library.
- Surveys indicated that adults were interested in events for them as well as the children. Book clubs, board game afternoon, trivia bees, non-tech **"maker" activities** such as quilting and crochet, photography, art classes, and all things computer from setting up email accounts to creating electronic scrapbooks might be popular. Cultural events including music, poetry, and author visits could be highlighted. Workshops on these topics could be included, as hidden talent could be guided in writing prose and poetry, getting published and how to self-publish. One popular session in other locations includes inviting local chefs in to show how to make specialty items.
- Providing training opportunities for staff is beneficial in that new ideas for service, programs, and trends, can be incorporated into the events, activities, and technology that can be offered to community members. It allows employees exposure to what is happening in other libraries, innovative plans in other areas of the State, and what the State Library is during LSTA grant cycles. Staff




development empowers them take the lead in areas that interest them and, in general, creates enthusiasm and a sense of team as they move forward on new projects. These opportunities are made available at professional association conferences, State Library workshops—both at a location or online webinar, and local non-profit workshops. Full membership in the Monterey Bay Area Cooperative Library System (MOBAC) is another resource for sharing, inspiration, and learning.

- Consider offering Pop-Up Library Services to increase service to residents who are unable to visit the library, take the library to them! Equip staff with an E-Z up, a table, a Wi-Fi device, a laptop, library cards, some fun giveaways, and offer quick story times, games, or crafts. These happenings can be in conjunction with community events, business grand openings, themed holiday activities at shopping areas—random and frequently a surprise!

### Collections & Materials

Community feedback indicated a strong desire for fresh and relevant materials. Circulation per capita, one of the key measures of collection health, currently stands at 1.85 which is less than one-third of the California average of 5.81. This statistic has steadily been declining – down nearly 30% since 2010.

<b>Collection Turnover Report</b>				
<b>Collection</b>	<b>% Items</b>	<b>% Circ</b>	<b>Status</b>	<b>Relative Use</b>
Juvenile Picture Book	8.07%	21.42%	understocked	2.65
Juvenile Fiction Book	5.37%	16.17%	understocked	3.01
Adult DVD	6.84%	14.47%	understocked	2.11
Juvenile Paperback Book	6.02%	11.57%	understocked	1.92
Juvenile Spanish Language Book	2.21%	4.87%	understocked	2.21
Young Adult Book	2.45%	3.97%	understocked	1.62
Juvenile Non-Fiction Book	3.25%	3.54%	understocked	1.09
Juvenile DVD	1.55%	3.30%	understocked	2.13
Non-Fiction Book	3.86%	2.98%	overstocked	0.77
Mystery Book	1.25%	1.31%	about right	1.05
Fiction Book	0.83%	1.28%	understocked	1.55
7 Day Non Fiction Book	0.30%	0.83%	undestocked	2.76
Adult - Audio Book	0.68%	0.55%	overstocked	0.80



The library materials budget is allocated by format, age group and language, which sometimes results in some areas getting more funding than their circulation would justify while other areas that need it more are shorted.

Another option to improve is to allocate the collection budget by collection code. This balances out your funding by showing which areas are understocked and which have more stock to meet demand. **See the list of the library's top 14 collection codes by % of circulation**, which together account for nearly 90% of total circulation. If a % of circulation in a collection code is greater than the percentage of items, it means that collection is too small to support the demand it is getting and it should be increased. If the percentage of items is greater than the % of circulation, it means the collection is too large for the demand and needs reducing.

Collection codes accounting for less than 1% of the total circulation should be consolidated with the other more popular collections. In general, allocate the materials budget by the % of circulation in collection code with adjustments for collections that need to be increased or decreased. This strategy assures that your limited funds will be spent where the demand is.

More analysis of the materials budget would improve efficiency and support better allocation and funding. This applies to allocations for electronic and non-book resources such as magazines and the World Book database. The limited use of these types of reference resources compared to other higher demand areas may not justify the cost. If the library wants to be committed to electronic popular reading in Overdrive, marketing and keen selection should be given it to ensure demand.

**Although there is limited funding, it's also critical to ensure library shelves are not** tightly packed with undesirable materials. Begin running reports to identify those titles, and then develop a strategic approach that includes systematic review and grooming. If the number is significantly above 10%, an option may be to identify outside sources of support (such as the Friends group) to help replace and refresh the collection baseline, and then proceed with more aggressive transferring of materials. If the percentage is closer to 10% or there is no funding for replacements, you could weed more judiciously.

## END OF REPORT





**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
District No. 1

Anthony Botelho  
District No. 2  
Vice - Chair

Robert Rivas  
District No. 3

Jerry Muenzer  
District No. 4

Jaime De La Cruz  
District No. 5  
Chair

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**Item Number: 34.**

**MEETING DATE: 2/21/2017**

**DEPARTMENT: HUMAN RESOURCES**

**DEPT HEAD/DIRECTOR: Barbara Thompson**

**AGENDA ITEM PREPARER: G. Cochran**

**SBC DEPT FILE NUMBER: 235.6**

**SUBJECT:**

**CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS**

Agency designated representatives: Allyson Hauck, Ray Espinosa, Joe Paul Gonzalez, Melinda Casillas, Georgia Cochran, Steve Coffee

Employee Organizations:  
Institutions Association  
Law Enforcement Management  
Management Employees' Group  
SEIU Local 521 (General Unit Employees)  
SEIU Local 2015 (IHSS)  
Deputy Sheriff's Association  
Confidential  
Confidential Management  
Appointed Department Heads  
Unrepresented Employees  
SBC FILE NUMBER: 235.6

**AGENDA SECTION:**

CLOSED SESSION

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

235.6

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

HOLD CLOSED SESSION

**ADDITIONAL PERSONNEL:** No



**SAN BENITO COUNTY  
AGENDA ITEM  
TRANSMITTAL FORM**

Mark Medina  
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District No. 4

Jaime De La Cruz  
District No. 5  
Chair

---

**Item Number:**

**MEETING DATE:** 2/21/2017

**DEPARTMENT:**

**DEPT HEAD/DIRECTOR:**

**AGENDA ITEM PREPARER:**

**SBC DEPT FILE NUMBER:**

**SUBJECT:**

**Adjourn to the next regular meeting of Tuesday, March 14, 2017.**

**AGENDA SECTION:**

Next Meeting Date/Time

**BACKGROUND/SUMMARY:**

**BUDGETED:**

**SBC BUDGET LINE ITEM NUMBER:**

**CURRENT FY COST:**

**STAFF RECOMMENDATION:**

**ADDITIONAL PERSONNEL:**