AGENDA
BOARD OF SUPERVISORS
SONOMA COUNTY
575 ADMINISTRATION DRIVE, ROOM 102A
SANTA ROSA, CA 95403

TUESDAY **JUNE 6, 2017** **8:30 A.M.**

(The regular afternoon session commences at 1:30 p.m.)

Susan Gorin	First District	Sheryl Bratton	County Administrator
David Rabbitt	Second District	Bruce Goldstein	County Counsel
Shirlee Zane	Third District		
James Gore	Fourth District		
Lynda Hopkins	Fifth District		

This is a simultaneous meeting of the Board of Supervisors of Sonoma County, the Board of Directors of the Sonoma County Water Agency, the Board of Commissioners of the Community Development Commission, the Board of Directors of the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Public Finance Authority, and as the governing board of all special districts having business on the agenda to be heard this date. Each of the foregoing entities is a separate and distinct legal entity.

The Board welcomes you to attend its meetings which are regularly scheduled each Tuesday at 8:30 a.m. Your interest is encouraged and appreciated.

AGENDAS AND MATERIALS: Agendas and most supporting materials are available on the Board's website at http://www.sonoma-county.org/board/. Due to legal, copyright, privacy or policy considerations, not all materials are posted online. Materials that are not posted are available for public inspection between 8:00 a.m. and 5:00 p.m., Monday through Friday, at 575 Administration Drive, Room 100A, Santa Rosa, CA.

SUPPLEMENTAL MATERIALS: Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the Board of Supervisors office at 575 Administration Drive, Room 100A, Santa Rosa, CA, during normal business hours.

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format, or requires another person to assist you while attending this meeting, please contact the Clerk of the Board at (707) 565-2241 or bos@sonoma-county.org as soon as possible to ensure arrangements for accommodation.

Public Transit Access to the County Administration Center:
Sonoma County Transit: Rt. 20, 30, 44, 48, 60, 62
Santa Rosa CityBus: Rt. 14
Golden Gate Transit: Rt. 80
For transit information call (707) 576-RIDE or 1-800-345-RIDE or visit or http://www.sctransit.com/

APPROVAL OF THE CONSENT CALENDAR

The Consent Calendar includes routine financial and administrative actions that are usually approved by a single majority vote. There will be no discussion on these items prior to voting on the motion unless Board Members or the public request specific items be discussed and/or removed from the Consent Calendar.

PUBLIC COMMENT

Any member of the public may address the Board on a matter listed on the agenda. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to the agenda item under discussion. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers.

8:30 A.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

I. APPROVAL OF THE AGENDA

(Items may be added or withdrawn from the agenda consistent with State law)

II. CONSENT CALENDAR

PERMIT AND RESOURCE MANAGEMENT
AND
SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

AND
SONOMA VALLEY SANITATION DISTRICT

(Directors: Gorin, Zane, Mayor Hundley)

1. Outside Service Area Agreement with the Sonoma Valley County Sanitation District-Cherry; SEW15-0163:
   Adopt a Resolution authorizing the Chair of the Board of Directors of the Sonoma Valley County Sanitation District to execute an Outside Service Area Agreement for public sewer service to property located at 20571 Palmer Avenue, Sonoma, California; APN: 128-311-050. (First District) (2/3rd Vote Required – SVCSD)

SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

2. Funding of Fisheries Biology and Environmental Conservation and Restoration Course:
   Authorize Water Agency's General Manager to execute an agreement with United Anglers of Casa Grande, Inc., for funding of the fisheries biology and field studies course at Casa Grande High School in support of the Water Agency's Stream Maintenance Program through June 1, 2019, in the amount of $50,000.

3. Review and Extend the Emergency Repairs in Response to January and February Floods:
   A) Review and ratify the actions of the Water Agency's General Manager in performing emergency repairs at Mirabel and Wohler water supply facilities without advertising for competitive bids, consistent with Resolution No. 06-0649 and Public Contract Code section 22050.
   B) Authorize and direct the General Manager of the Water Agency to continue making necessary repairs to, or replacement of, the Water Agency's water supply facilities, and to take any directly related and immediate action required by the emergency, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts consistent with Public Contract Code section 22050.

BOARD OF SUPERVISORS

4. Disbursement of FY 16/17 First District Advertising Funds:
Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 16/17: Railroad Square Music Festival, $250; Sonoma County Conservation Action, $500; Sonoma Volunteer Firefighters Association, $1222. (First District)

5. Disbursement of Fiscal Year 16/17 Second District Advertising Funds:
Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 16/17: Friends of the Petaluma River, $1,500; Dancers' Group on behalf of SoCo Dance Theater, $250; Petaluma Museum Association, $666; Cruisin' the Boulevard, Inc., on behalf of Cruisin' the Boulevard, $1,500; Petaluma Wine, Jazz & Blues Festival on behalf of Petaluma Music Festival, $1,500; and Petaluma Downtown Association, $2,000. (Second District)

6. Disbursement of FY 16/17 Third District Advertising Funds:
Approve Advertising Program grant award and authorize the County Administrator to execute a contract with the following non-profit entity for advertising and promotions activities for FY 16/17: Hispanic Chamber of Commerce of Sonoma County for the Scholarship Gala 2016, $1750. (Third District)

7. Disbursement of Fiscal Year 16/17 Fourth District Advertising Funds:
Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 16/17: Cloverdale Chamber of Commerce, $4,504; Hispanic Chamber of Commerce Sonoma County, $500. (Fourth District)

COUNTY ADMINISTRATOR

8. Amendment to Roseland Area Pre-Annexation Agreement:
Authorize the Chair to execute Amendment No. 1 to the Roseland Area Pre-Annexation Agreement with the City of Santa Rosa to update the sales tax revenue amount for fiscal year 2015-16 in Exhibit A.

ECONOMIC DEVELOPMENT BOARD

9. Consulting Contract for the Preparation of a Strategic Action Plan for the Comprehensive Economic Development Strategy:
Authorize the Economic Development Board Director to execute an agreement with Avalanche Consulting for preparation of the Strategic Action Plan for the Comprehensive Economic Development Strategy, in an amount not to exceed $175,000.

GENERAL SERVICES/HEALTH SERVICES

10. New Lease for Department of Health Services at 5350 Old Redwood Highway, Suite 600, Petaluma; and Lease Amendment at 1360 North McDowell Boulevard, Petaluma to support safety net services:
Authorize multiple actions relating to a new lease with Cornerstone Properties SA, LLC, for 6,361 square feet of office space, located at 5350 Old Redwood Highway, Suite 600, Petaluma for the purposes of providing clinical treatment and specialty mental health treatment services to south-County clients and extend the existing lease term at 1360 North McDowell Blvd. Petaluma to enable tenant improvements at the new location.
    A) Authorize the General Services Director to execute a short-term lease amendment with Circle V Daytona, LLC, to extend the current lease term (which expires May 31, 2017 through January 31, 2018, at the current rental rate of $6,938 per month ($83,257 per year) ($1.86 per sq. ft.), for 3,736 sq. ft. of office space located at 1360 North McDowell Boulevard, Petaluma;
    B) Authorize the General Services Director to execute a lease with Cornerstone Properties SA, LLC, for 6,361 sq. ft. of office space, located at 5350 Old Redwood Highway, Suite 600, Petaluma, for an initial rental rate of $10,496 per month ($125,948 per year) ($1.65 per sq. ft.), which is subject to adjustment as more particularly described in the lease, for an initial term of 10 years, with two, 5-year options to extend the term.

GENERAL SERVICES/TRANSPORTATION AND PUBLIC WORKS/REGIONAL PARKS

11. Resolution confirming County of Sonoma compliance with the State of California Surplus Land Act, in order to ensure County eligibility for Transportation and Public Works and Regional Park grant funding, as well as potential future funding:
Adopt a resolution required by the Metropolitan Transportation Commission One Bay Area Grant program requirements to confirm the County of Sonoma's compliance with the California Surplus Land Act for disposition of County property.

GENERAL SERVICES

12. Santa Rosa Veterans Building Roofing and Accessibility Improvements:
Approve actions for the Santa Rosa Veterans Memorial Building that will repair the roof structure from leaks, replace the roof with an energy efficient cool roof, improve accessibility, and help preserve the facility for future use by both Veterans groups and the public:
    A) Approve the plans and specifications prepared by TLCD Architecture for construction.
    B) Award the construction contract to Stronger Building Services in the amount of $1,630,000.
    C) Authorize the General Services Director to sign the construction contract with Stronger Building Services.

HUMAN RESOURCES/COUNTY COUNSEL
AND
AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
SONOMA COUNTY WATER AGENCY
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)
AND
COMMUNITY DEVELOPMENT COMMISSION
(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

13. Legal Services Agreements:
Authorize County Counsel to replace expiring legal service contracts with the law firms of Robinson &Wood, Inc and McNamara, Ney, Beatty, Slattery, Borges & Ambacher, LLP, with new legal service agreements for tort defense legal services for a (37) month term from 6/1/17 through 6/30/20, with contract maximum limits not to exceed $1,500,000 each, over the term of the agreement. (4/5th Vote Required)

HUMAN RESOURCES
AND
SONOMA COUNTY WATER AGENCY/AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT
(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)
AND
COMMUNITY DEVELOPMENT COMMISSION
(Commissioners: Gorin, Rabbitt, Zane, Gore, Hopkins)

14. Occupational Health Agreement with The Permanente Medical Group, Inc:
Authorize the Director of Human Resources to execute an agreement with The Permanente Medical Group, Inc. for occupational health services to county and agency employees and candidates in an amount not to exceed $400,000 for a two year term from July 1, 2017 through June 30, 2019.

15. Workers' Compensation Self-Insured Program – Third Party Administration Agreement:
Authorize the Director of Human Resources to execute an agreement with Intercare Holdings Insurance Services, Inc. to provide workers' compensation claims administration and managed care services for County employees who sustain an occupational injury or illness, for an initial three year term from July 1, 2017 through June 30, 2019, in an amount not to exceed $ 3,292,960, and option to extend the agreement term and contract amount for an additional two years, not to exceed $2,286,748.

PERMIT AND RESOURCE MANAGEMENT

16. An Ordinance No. 3836R Permit to Calpine Operating Services Company; ROI17-0005:
Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) to Calpine Operating Services Company for installation of a temporary dam to bypass an unnamed stream, tributary to Cobb Creek, for the emergency washout repair on John Kingcade Road. (Fourth District)

PROBATION

17. Professional Services Agreement for Juvenile Evening Reporting Center:
Authorize the Chief Probation Officer to execute a Professional Services Agreement with The Center for Social and Environmental Stewardship to provide a Juvenile Evening Reporting Center program to delinquent youth to support positive youth development for a term of July 1, 2017 through June 30, 2018, in an amount of $275,000.

PROBATION/PUBLIC DEFENDER

18. Resolution Eliminating Juvenile Fees:
Adopt Resolution to cease imposition and collection of fees associated with the care of juveniles detained in Juvenile Hall or Probation Camp, juvenile supervision, and representation of juveniles in delinquency proceedings effective July 1, 2017, and to effect the discharge of existing receivables associated with these fees.

REGIONAL PARKS

19. Regional Parks As-Needed Professional Service Agreements – Extensions:
Authorize Chair to execute a one-year extension for forty-two (42) existing As-Needed Professional Service Agreements covering ten (10) different professional service disciplines. Regional Parks is recommending term extensions for all agreements, and also recommends adding a new "shall not exceed" amount for seven (7) of the agreements:
    1. Appraisal and Acquisition: Associated Right of Way Services, Inc., Ward Levy Appraisal Group, Inc., and Kathy Wood & Associates;
    2. Architectural and Access Compliance: Glass Architects, RossDrulisCusenbery Architecture, Inc., and STRATAap, Inc.;
    3. Biological Resources: Environmental Science Associates (ESA), LSA Associates, Inc., Californian Environmental Services, Inc., Sonoma Ecology Center (add $50,000 to the "shall not exceed" amount for a new total contract amount of $150,000), Triple HS, Inc., dba H.T. Harvey & Associates, and WRA, Inc. (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000);
    4. Civil Engineering - Boat Launch and Marinas: CLE Engineering, Inc., COWI, Inc., Moffatt & Nichol (add $100,000 to the "shall not exceed" amount for a new total contract amount of $350,000), and Noble Consultants, Inc.;
    5. Cultural Resources: Alta Archaeological Consulting, LLC, Environmental Science Associates, Garcia and Associates, and Tom Origer & Associates;
    6. Environmental and Regulatory Processing: Analytical Environmental Services (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000), Environmental Science Associates (ESA), LSA Associates, Inc. (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000), Prunuske Chatham, Inc. (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000), and Questa Engineering Corporation (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000);
    7. Environmental Site Assessment: Analytical Environmental Services, EBA Engineering, Environmental Geology Services, Inc., Harris & Lee Environmental Sciences; and West Yost Associates, Inc.;
    8. Geotechnical Engineering: Brunsing Associates, Inc., Kleinfelder, Inc., LACO Associates, Inc., Miller Pacific Engineering Group, and PJC & Associates, Inc.;

9. Land Surveying: BKF Engineers, Carlile Macy, Inc., Cinquini & Passarino, Inc., Susan D. Ruschmeyer, dba Pacific Land Surveys, and Ray Carlson & Associates, Inc.;
10. Traffic Engineering: TJKM Transportation Consultants, and Whitlock & Weinberger Transportation, Inc.

SHERIFF'S OFFICE

20. Agreement with U.S. Army Corps Of Engineers to Provide Law Enforcement Services at Lake Sonoma:
Authorize the Sheriff to execute an agreement with the U.S. Army Corps of Engineers in the amount of $183,242 to provide law enforcement services and ensure greater public safety during the summer season at Lake Sonoma for the term May 19, 2017 through September 24, 2017. Authorize the Sheriff to make revisions to the documents that do not substantially change the content, with approval of County Counsel.

TRANSPORTATION AND PUBLIC WORKS

21. Agreement for Water Systems Maintenance and Operations for County Service Area No. 41, Fitch Mountain, Freestone, Jenner, and Salmon Creek water systems:
Authorize the Chair to execute an Agreement for Water Systems Maintenance and Operations for County Service Area No. 41 with Russian River Utility Company for a total annual contract not to exceed amount of $455,000 per year for monthly base service and additional services required, and an initial contract term expiring June 30, 2022, with two one-year extension options. (Fourth & Fifth Districts)

22. Airline Agreement and Lease – United Airlines:
Authorize the Chair to execute a Signatory Airline Operator Agreement and Lease Form with United Airlines for commercial passenger service at the Charles M. Schulz – Sonoma County Airport for a five year term with an option to extend the term for an additional year, and authorize the Airport Manager to approve additional documents required to fully execute this agreement. These documents include, but are not limited to, the Department of Transportation Disability Accommodation Statement and the Affiliate operator Agreement. (4/5th Vote Required)

23. Americans with Disabilities Act Phase 3 Project – Occidental Sidewalk and Accessibility Improvements:
Approve Resolution authorizing the Chair to execute a Right of Way Contract for a partial fee simple purchase, authorizing a payment of $1,750.00, which includes $0 for severance damages; authorizing transfer of taxes on said land; and authorizing refunds, if applicable, pursuant to §5096 of the Revenue and Taxation Code; lands of The Roman Catholic Bishop of Santa Rosa, a Corporation Sole. Project No. C18001. (Fifth District)

APPOINTMENTS/ REAPPOINTMENTS

24. Re-appoint Eric Koenigshofer to the Agricultural Preservation & Open Space District Fiscal Oversight Commission for a four-year term from February 26, 2017, to February 25, 2021. (Fifth District)

25. Re-appoint Todd Mendoza to the Agricultural Preservation & Open Space District Fiscal Oversight Commission for a four-year term from June 17, 2017, to June 16, 2021. (Second District)

26. Appoint Jacob Bayless to the Bicycle Pedestrian Advisory Committee for a two-year term beginning June 6, 2017, and ending June 5, 2019. (Fifth District)

27. Approve appointment of Tawny Tesconi to Agricultural Preservation and Open Space District Advisory Committee, Agricultural Representative, for a term of two years, beginning June 6, 2017, and ending June 6, 2019. (Third District)

PRESENTATIONS/GOLD RESOLUTIONS

PRESENTATION ON A DIFFERENT DATE

28. Adopt a resolution designating June 2017 as Elder and Dependent Adult Abuse Awareness Month in Sonoma County. (Human Services/District Attorney/Sheriff)

III. REGULAR CALENDAR

COUNTY ADMINISTRATOR/HUMAN RESOURCES

29. Auditor-Controller-Treasurer-Tax Collector Interview and Consideration of Appointment: Interview and consider appointment of Erick Roeser as Auditor-Controller-Treasurer-Tax Collector effective June 6, 2017, through January 7, 2019, to complete the unexpired term of Donna Dunk.

30. Personal Services Agreement Amendment – Director of Child Support Services: Authorize the Chair to execute an amendment to the Personal Services Agreement with Jennifer Traumann as the Director of Child Support Services, placing her at the "G" step of the position's salary range including eligibility for other County benefits in accordance with Salary Resolution 95-0926 as amended, extending the agreement term three years, through November 11, 2020.

GENERAL SERVICES/TRANSPORTATION AND PUBLIC WORKS/REGIONAL PARKS AND SONOMA COUNTY WATER AGENCY

(Directors: Gorin, Rabbitt, Zane, Gore, Hopkins)

31. Capital Improvement Plan 2017-2022 for County Facilities: Accept the Five-Year Capital Improvement Plan for the period Fiscal Year 2017-2018 through Fiscal Year 2021-2022.

TRANSPORTATION AND PUBLIC WORKS

32. **10:00 A.M.** - Public Hearing to Authorize the Use of Eminent Domain to Acquire Property Rights for the Boyes Boulevard Bridge Replacement Project (C01147) from the Lands of Gegner:
    A) Conduct a public hearing and determine that the acquisition of real property for the Boyes Boulevard Bridge Replacement Project is necessary;
    B) Adopt a Resolution of Necessity authorizing the acquisition of real property rights as required for the Boyes Boulevard Bridge Replacement Project for property identified as Lands of Gegner (APN 052-192-020); and
    C) Authorize and direct County Counsel and the Director of Transportation and Public Works to take all necessary steps to obtain the real property rights required for the Boyes Boulevard Bridge Replacement Project.(4/5th Vote Required) (First District)

COUNTY ADMINISTRATOR

33. **10:10 A.M.** - Cannabis Business Tax Ordinance:
    Conduct a public hearing and consider whether to adopt a Resolution introducing, reading the title, and waiving further reading of a proposed ordinance amending Chapter 35 of the Sonoma County Code to adopt cannabis business tax rates and regulations. (First Reading)
    .

BOARD OF SUPERVISORS

34. Fee Waiver:
    Approve a fee waiver of Sonoma Veterans Building rental fees for the Blood Centers of the Pacific bi-monthly community blood drives in the amount of $3302.50

35. Fee Waiver:
    Approve a fee waiver of health inspection fees in the amount of $8,547.00 for 13 facilities throughout Sonoma County for the Council on Aging's Congregate Dining Sites and Adult Day Programs where meals are served to seniors throughout Sonoma County.

36. **PUBLIC COMMENT ON CLOSED SESSION ITEMS**

IV. CLOSED SESSION CALENDAR

37. Public Employee Performance Evaluation – Director of Independent Office of Law Enforcement Review and Outreach. (Government Code Section 54957(b)(1)).

38. Conference with Legal Counsel – Existing Litigation pursuant to Government Code 54956.9(d)(1). Name of Case: Estate of Glenn Swindell v. County of Sonoma USDC 3:15CV00897-KAW30

39. The Board of Supervisors of the County of Sonoma will consider the following in closed session: Conference with Legal Counsel – Existing Litigation – John Rainwater vs. County of Sonoma Workers' Compensation Appeals Board No. ADJ8991264 (Government Code Section 54956.9(d)(1).)

V. REGULAR AFTERNOON CALENDAR

40. **RECONVENE FROM CLOSED SESSION**

41. **REPORT ON CLOSED SESSION**

VI. BOARD MEMBER REPORTS ON ASSIGNED BOARDS, COUNCILS, COMMISSIONS OR OTHER ATTENDED MEETINGS

PROBATION

42. **1:30 P.M. -** Public Safety Realignment Implementation Plan for Fiscal Year 2017-18:
Approve the Community Corrections Partnership's recommended Public Safety Realignment Implementation Plan for Fiscal Year 2017-18. The Plan prioritizes public safety while providing a broad suite of rehabilitative services designed to reduce offenders' future involvement in the criminal justice system.

TRANSPORTATION AND PUBLIC WORKS

43. **2:30 P.M. -** 2017 Roads Pavement Program:

43a) 2017 Pavement Preservation Program – Chip, Fog and Slurry Seals, M17018 and Overlay, Full Depth Reclamation and Cold In-Place Recycling, C17002 for 54.5 miles of resurfacing:

A) Approve the plans and specifications for the 2017 Pavement Preservation Program – Chip, Fog and Slurry Seals project, M17018.
B) Award contract to low bidder, VSS International, Inc., in the amount of $4,739,900.00 including 10% for construction contingency and authorize the Chair to execute construction contract M17018.
C) Approve the plans and specifications for the 2017 Pavement Preservation Program – Overlays, Full Depth Reclamation, Cold In-Place Recycling, C17002.
D) Award contract to low bidder, Ghilotti Construction Company, in the amount of $8,507,270.09 including 10% for construction contingency and authorize the Chair to execute construction contract C17002.

43b) Construction Inspection Services for the 2017 Pavement Preservation Program – Chip, Fog and Slurry Seals, M17018

Approve and authorize the Chair to execute an agreement for construction inspection services with Vali Cooper & Associates for the 2017 Pavement Preservation Program – Chip, Fog and Slurry Seals (M17018) for an amount not to exceed $279,036, with a term ending December 31, 2018 and approve a contingency in the amount of $50,000 to be utilized by the Director of Transportation and Public Works if required for the work.

43c) Construction Inspection Services for the 2017 Pavement Preservation Program – Overlays, Full Depth Reclamation, and Cold In Place Recycling Project, C17002

Approve and authorize the Chair to execute an agreement for construction inspection services with Coastland Civil Engineering for the 2017 Pavement Preservation Program – Overlays, Full Depth Reclamation, and Cold In Place Recycling (C17002) for an amount not to exceed $364,205, with a term ending December 31, 2018 and approve a contingency in the amount of $50,000 to be utilized by the Director of Transportation and Public Work if required for the work.

44. **PUBLIC COMMENT ON MATTERS NOT LISTED ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD AND ON BOARD MEMBER REPORTS**

(Any member of the public may address the Board on a matter not listed on the agenda as long as the subject matter is within the jurisdiction of the Board. Commenters are requested to fill out a Speaker Card and to come forward to the podium when recognized by the Board Chair. Please state your name and limit your comments to matters within the Board's jurisdiction. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. When this item is scheduled, the Board generally will hear public comments for up to twenty minutes. Available time for comments is determined by the Board Chair based on agenda scheduling demands and total number of speakers. Any additional non-agendized item speakers will be heard following consideration of the agendized matters. While members of the public are welcome to address the Board, under the Brown Act open meeting laws, Board members may not deliberate or take action on items not on the agenda.)

45. Permit and Resource Management Department: Review and possible action on the following:
Acts and Determinations of Planning Commission/Board of Zoning Adjustments
Acts and Determinations of Project Review and Advisory Committee
Acts and Determinations of Design Review Committee
Acts and Determinations of Landmarks Commission
Administrative Determinations of the Director of Permit and Resource Management

(All materials related to these actions and determinations can be reviewed at:
http://www.sonoma-county.org/prmd/b-c/index.htm)

46. **ADJOURNMENT**

NOTE: The next Regular Board Meeting will be a Regular Meeting held on June 13, 2017 at 8:30 a.m.

Upcoming Hearings (All dates are tentative until each agenda is finalized)

June 12th through June 23rd – Budget Hearings - beginning on June 12, 2017, at 8:30 a.m. in the Meeting Chambers of the Board of Supervisors.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 1
(This Section for use by Clerk of the Board Only.)

To:	Sonoma Valley County Sanitation District
Board Agenda Date:	June 6, 2017
Vote Requirement:	2/3 - SVCSD
Department or Agency Name(s):	Permit and Resource Management Department and Sonoma County Water Agency
Staff Name and Phone Number:	Keith Hanna 565-3628
Supervisorial District(s):	First
Title:	Outside Service Area Agreement with the Sonoma Valley County Sanitation District-Cherry; SEW15-0163

Recommended Actions:

Adopt a Resolution authorizing the Chair of the Board of Directors of the Sonoma Valley County Sanitation District to execute an Outside Service Area Agreement for public sewer service to property located at 20571 Palmer Avenue, Sonoma, California; APN: 128-311-050.

Executive Summary:

The recommended resolution will authorize the chair to execute an Outside Service Area Agreement Between the Sonoma Valley County Sanitation District and the property owner Connie J. Cherry, for public sewer service to property located at Assessor Parcel Number 128-311-050 on 20571 Palmer Avenue, Sonoma, California.

Discussion:

The Sonoma County Permit and Resource Management Department (PRMD) received an application for an Outside Service Area Agreement (Agreement) to provide public sewer service to property located at 20571 Palmer Avenue, Sonoma, California. The application was submitted by Bear Flag Engineering, Chad Moll, on behalf of the property owner, Connie Cherry.

The proposed Agreement would allow the Sonoma Valley County Sanitation District (District) to provide public sewer service to this parcel within its Sphere of Influence. This service is subject to the requirements of and authorized by the Sonoma County Policy L.U.-20II, which created the Sphere of Influence (southern portion of the District), and allows a future single family residence on a vacant parcel to be connected to the public sewer.

Because 20571 Palmer Avenue is in the Sphere of Influence, County land use policy prescribes the appropriate method for property owners to obtain sewer service. Annexation is used when a property is located inside the urban service area of a sanitation district or zone. Pursuant to modification of the

General Plan by the Board of Supervisor's Resolution #09-1162, owners of properties in the Sphere of Influence of the District, not located within the urban service area of a sanitation district or zone, must apply for sewer service by means of an Outside Service Area Agreement. Because the property is not within the urban service area, the Outside Service Area Agreement, and not an annexation, is applicable here.

20571 Palmer Avenue (APN 128-311-050) is a 1.01 acre residential parcel. The property access is off of Palmer Avenue which borders the easterly property line. The property is vacant, generally flat, and is covered by grasses, shrubs and trees.

A proposed lot line adjustment (permit number LLA16-0019) is being processed by PRMD, between APN 128-311-050 and the adjoining parcel 128-311-035 to the north. Parcel 128-311-035 has an existing single family residence, is connected to septic, and is not being served by the District. Owners of Parcel 128-311-035 are not currently pursuing an Outside Service Area Agreement to connect to the District.

PRMD Comprehensive Planning staff has determined APN 128-311-050 and parcel 128-311-035 are within the expanded Sphere of Influence, and were existing prior to January 1, 2010. The proposed Lot Line Adjustment (LLA) does not result in the creation of any new parcels, does not change ultimate parcel size, and does not create additional development potential on either parcel. Both Parcels will remain entirely within the expanded Sphere of Influence. The proposed sewer connection to a vacant parcel for one single family residence is consistent with Policy LU-20ll under categories 2 and 3(c), being within the Sphere of Influence, and allowing one new dwelling unit on an existing vacant parcel, respectively. The policy limits sewer service to 1.00 Equivalent Single-family Dwelling billing unit (ESD).

District staff has determined that in order for service to be provided to this parcel, a sewer main must be constructed in Palmer Avenue in a new easement, which would be dedicated to the District. The new main to be constructed as part of the project would connect to an existing 6-inch main that serves a small number of existing uses. No capacity issues within the existing collection system are anticipated.

The Owner shall pay Sewer Connection fees, as they are calculated using the most current fee schedule at the time of permitting, and Annual Service Charges to the District for sewer service to the property for the property's uses.

Following approval of the Agreement by the District's Board of Directors, the Owner shall complete a Local Agency Formation Commission (LAFCO) application for PRMD's review and submittal to LAFCO. The Owner shall include with the application, payment of all required LAFCO fees. The Agreement shall not be effective until such time as it has been approved by LAFCO.

PRMD Environmental Review staff has determined that the requested application is categorically exempt from California Environmental Quality Act (CEQA) as it represents additional connections to an existing public facility resulting in negligible expansion of use.

The District's General Manager and staff have determined that approval of the Agreement is exempt from CEQA pursuant to Section 15301(b), Existing Facilities, as it represents an additional connection to an existing public facility that involves negligible or no expansion of an existing use, and Section

15303(d), New Construction or Conversion of Small Structures, as it consists of construction of limited new, small sewage improvement of reasonable length to serve the parcel.

Prior Board Actions:

N/A

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

The agreement will allow for the safe disposal of sewage.

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

N/A

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:
A) Draft Sonoma Valley County Sanitation District Resolution B) Outside Service Area Agreement
Related Items "On File" with the Clerk of the Board:
N/A

County of Sonoma
State of California

Item Number: _____

Date: June 6, 2017 Resolution Number: _____

☑ 2/3 Vote Required

Resolution Of The Board Of Directors Of The Sonoma Valley County Sanitation District To Authorize The Chair To Execute An Outside Service Area Agreement Between the Sonoma Valley County Sanitation District And The Property Owner Connie J. Cherry, For Public Sewer Service Of Assessor Parcel Number (APN) 128-311-050 Located On Palmer Avenue, Sonoma, California, Determining That The Executing Of The Agreement Will Not Have A Significant Adverse Effect On The Environment.

Whereas, Connie J. Cherry (Owner), owner of a vacant parcel at Assessor Parcel Number 128-311-050, hereinafter Parcel, located on Palmer Avenue, Sonoma, California has requested a proposed lot line adjustment (LLA) with the adjacent parcel APN 128-311-035 to the north, and an Outside Service Area Agreement (Agreement) for public sewer service for a future single family residence on the Parcel, or resultant vacant parcel after LLA; and

Whereas, Sonoma County Permit and Resource Management Department (PRMD) staff has determined that the Parcel, and resultant parcel after LLA, is located outside the District boundary and is not entitled to connect to, or use of, District facilities; and

Whereas, staff has determined that the Parcel, and resultant parcel after LLA, is not located in the service area of any city or other district having the ability to provide public sewer service to the Parcel; and

Whereas, PRMD Comprehensive Planning Division staff has determined that the Parcel is located inside the District's 2009 amended and expanded Sphere of Influence, and that extension of public sewer service to the Parcel is subject to the provisions of the Sonoma County 2020 General Plan and Land Use Policy L.U.-20ll; and

Whereas, PRMD Comprehensive Planning Division staff has further determined that this Agreement is consistent with the policies of the Sonoma County 2020 General Plan and Land Use Policy L.U.-20ll, and that this Agreement is restricted to serve a vacant parcel for one single family residence. This Agreement does not authorize service for additional buildings or expanded development on the Parcel beyond stated here; and

Whereas, PRMD Environmental Review staff has determined that the requested application is categorically exempt from California Environmental Quality Act (CEQA) guidelines as it represents additional connections to an existing public facility resulting in negligible expansion of use; and
Whereas, Sonoma County Water Agency (Water Agency) operates the District under contract with the District. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of the District; and

Whereas, District has determined that there is currently adequate capacity available in the District's sewerage facilities, the sewage treatment facilities, and the treated effluent disposal system, to accommodate the 1.0 Equivalent Single-Family Dwelling (ESD) billing units to be allowed for the subject Parcel; and

Whereas, The District has determined that a sewer main extension must be constructed in Palmer Avenue, a private roadway, as there is no existing District-owned sewer main located in a District easement, District property in fee title, or public way which is immediately contiguous to the parcel to be served; and

Whereas, the District's General Manager and staff have determined that approval of the Agreement is exempt from CEQA pursuant to Section 15301(b), Existing Facilities, as it represents an additional connection to an existing public facility that involves negligible or no expansion of an existing use, and Section 15303(d), New Construction or Conversion of Small Structures, as it consists of construction of limited new, small sewage improvement of reasonable length to serve the parcel,

Now, Therefore, Be It Resolved that the Board of Directors hereby finds, determines, certifies, and declares as follows:

1. The above recitals are true and correct.

2. This Board determines that authorizing the Agreement will not have a significant impact on the environment and is exempt from CEQA pursuant to Section 15301(b) and Section 15303(d), Existing Facilities, as it represents an additional connection to an existing public facility that involves negligible or no expansion of an existing use.

3. The Chair of the Board hereby is authorized to execute the Agreement.

4. This Agreement shall not be effective until such time as Local Agency Formation Commission (LAFCO) has reviewed and approved this Agreement, and this Agreement has been recorded with the Sonoma County Recorder's Office as notice to any future purchasers of, or successors in interest to the Parcel.

5. District agrees to provide public sewer service to the Parcel subject to Owner's

compliance with the terms and conditions set forth in the Agreement, available capacity of the collection and treatment system, and codes and standards in effect at such time as application is made for a permit to construct a building sewer or public sewer.

Directors:

Gorin: Zane: Hundley:

Ayes: Noes: Absent: Abstain:

So Ordered.

RECORD AT NO FEE PER
GOVERNMENT CODE § 6103

RECORD AT THE REQUEST OF:
Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, California 95403

WHEN RECORDED RETURN TO:
Engineering Division
Permit and Resource Management Department
2550 Ventura
Santa Rosa, California 95403

OUTSIDE SERVICE AREA AGREEMENT

This agreement (Agreement) is by and between the Sonoma Valley County Sanitation District, (District) and Connie J. Cherry (Owner), of Assessor Parcel Number (APN) 128-311-050 located on Palmer Avenue, Sonoma, California.

RECITALS

A. A lot line adjustment (LLA) is proposed with Parcel 128-311-050 and the adjacent parcel to the north with APN 128-311-035. Parcel 128-311-050 is proposed to be vacant both pre- and post- lot line adjustment. Parcel 128-311-035 is proposed to continue to be served by an existing septic system both pre- and post- lot line adjustment. The applicant has requested an Outside Service Area Agreement, hereinafter "Agreement" for public sewer service for a future single family residence on Parcel 128-311-050, or the parcel resulting from the proposed LLA (Parcel). Parcel is vacant; and

B. Sonoma County Permit and Resource Management Department (PRMD) staff has determined that the Parcel is located outside the District boundary and is not entitled to connect to, or use of, District facilities; and

C. PRMD staff has further determined that the Parcel is located outside the District's Urban Service Area boundary as shown on the Sonoma County 2020 General Plan Land Use Map; and

D. PRMD Comprehensive Planning Division staff has determined that the Parcel is located inside the District's 2009 amended and expanded Sphere of Influence, and that extension of public sewer service to the Parcel is subject to the provisions of the Sonoma County 2020 General Plan and Land Use Policy L.U.-20ll; and

E. PRMD Comprehensive Planning Division staff has further determined that this Agreement is consistent with the policies of the Sonoma County 2020 General Plan and Land Use Policy L.U.-20ll, and that this Agreement is restricted to serve a vacant parcel for one single family residence. This agreement does not authorize service for additional buildings or expanded development on the Parcel beyond stated here; and

F. PRMD staff has determined that the Parcel is not located in the service area of any city or other district having the ability to provide public sewer service to the Parcel; and

G. Sonoma County Water Agency (Water Agency) operates the District under contract with the District. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of the District; and

H. District has determined that there is currently adequate capacity available in the District's sewerage facilities, the sewage treatment facilities, and the treated effluent disposal system, to accommodate the 1.0 Equivalent Single-Family Dwelling (ESD) billing units to be allowed for the subject Parcel; and

I. Owner has stated and PRMD has confirmed that the Parcel is not currently subject to, and will not be subject to subdivision within the duration of this Agreement. The Water Agency has relied on this representation and the District would not have entered into this Agreement if the Parcel could now, or within the duration of this Agreement be subdivided. Should the Parcel become subdivided, this Agreement shall become null and void; and

J. The District has determined that a sewer main extension must be constructed in Palmer Avenue, a private roadway, as there is no existing District-owned sewer main located in a District easement, or fee title, or public way which is immediately contiguous to the parcel to be served. The existing road and utility easement is insufficient for the District to accept ownership of the proposed main sewer.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

1.1. The above recitals are true and correct.

2. TERM OF THE AGREEMENT

2.1. This Agreement shall not be effective until such time as Local Agency Formation Commission (LAFCO) has reviewed and approved this Agreement, and this Agreement has been recorded with the Sonoma County Recorder's Office as notice to any future purchasers of, or successors in interest to the Parcel.

3. DISTRICT OBLIGATIONS

3.1. District agrees to provide public sewer service to the Parcel subject to Owner's compliance with the terms and conditions set forth herein, available capacity of the collection and treatment system, and codes and standards in effect at such time as application is made for a permit to construct a building sewer or public sewer.

4. OWNER'S RESPONSIBILITIES

4.1. Owner agrees to comply with Land Use Policy L.U.-20ll and to prepare an application for PRMD's final review, approval, and submittal to LAFCO, for LAFCO's review and approval of this Agreement, and to pay the LAFCO application fee as determined by the LAFCO fee schedule. The District's approval of this Agreement is conditioned upon the review and approval of this Agreement by LAFCO. This Agreement is based upon, and appears to be consistent with the criteria adopted by LAFCO for Outside Service Area Agreements for the Southern Zone of the District.

4.2. Owner agrees to accept responsibility to construct private sewer facilities to serve the proposed single family residence on the Parcel in accordance with the Water Agency "Design and Construction Standards for Sanitation Facilities", District Sanitation Code Ordinance, California Plumbing Code, the policies of the Sonoma County 2020 General Plan and Land Use Policy L.U.-20ll, and any other applicable Federal, State, or local laws, ordinances, or regulations, as determined by the Water Agency on behalf of the District, and, in accordance with Water Agency requirements. The District supplies no assurances regarding the feasibility, access, costs, or engineering requirements to connect the subject parcel to the District's facilities.

4.3. Owner agrees to construct a single new 4-inch side sewer connection to Palmer Avenue and a new main sewer within Palmer Avenue, a private roadway. Prior to construction of the main sewer, new easement(s) must be dedicated to the District, overlaying any existing road and utility easement.

4.4. Owner further agrees to accept all responsibility for the operation, cleaning and clearance of side sewer facilities that will serve the proposed single family residence on the Parcel, in accordance with the District Sanitation Code. Owner further agrees to maintain, repair and replace the Owner's private sewer facilities and all plumbing systems in accordance with the District Sanitation Code.

4.5. Owner agrees to obtain permits for sewer construction from PRMD, and to pay all fees and costs associated with construction of the private and any public sewer facilities to, and on, the Parcel.

4.6. Owner agrees to pay all fees and costs associated with making connection of the Parcel's proposed single family residence to the District's sewage collection system, including but not limited to a one-time Sewer Connection Fee and Annual Sewer Service Charges for public sewer service to the Parcel in accordance with District ordinances and requirements applicable to the District, as they currently exist or may be amended, revised or enacted in the future. Owner further agrees that the Sewer Connection Fee to the Parcel shall be limited to a maximum of 1.00 Equivalent Single-family Dwelling (ESD) billing units and Annual Sewer Service Charges to the Parcel shall be limited to a maximum of 1.00 ESD, unless and until the District determines otherwise, based on District requirements and/or based on adoption of a new billing method by the District in the future. The connection fee and first year of annual sewer service charges shall be paid prior to commencement of wastewater discharge to the District's sewage collection system. Structures to be connected to the sewer shall be limited to the proposed single family residence.

4.7. Owner agrees to accept all responsibility for restoration of existing conditions including, but not limited to surfacing, landscaping, utilities and other public improvements that have been disturbed due to the construction of sewer piping and appurtenances to the Parcel. The Owner further agrees that restoration shall be completed prior to final acceptance of the sewer piping and appurtenances unless otherwise specifically approved in advance by the Water Agency on behalf of the District.

4.8. Owner agrees to annex or to support proceedings to annex, or to support proceedings that would lead to annexation of the Parcel to the District, and to waive all rights to protest annexation to the District if such annexation proceedings are commenced.

5. TERMINATION

5.1. If the Parcel is annexed to the District, this Agreement shall be terminated as a condition of such annexation, and the Parcel shall be subject to all regulations, conditions, and fees as established by District ordinances and codes with respect to public sewer service.

5.2. If the Parcel is subdivided within the duration of this Agreement, or there are any additional structures constructed on the subject parcel for connection to and/or discharge to the District's public sewerage facilities, either directly or indirectly, from any buildings on the subject parcel, other than the proposed single family residence, during the time the OSAA is in effect, this Agreement shall become null and void, and the connection to the District's sewage collection system shall be declared to be illegal.

6. MISCELLANEOUS PROVISIONS

6.1. The Owner of the Parcel shall have the rights to repair, remodel or replace the existing structures when the existing structures are connected to the District's sewage collection system, all subject to all applicable planning requirements, and providing that any replaced buildings do not exceed 1.0 ESD for sewer service for the Parcel.

6.2. Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create, and the parties do not intend to create any rights for third parties.

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

6.4. This Agreement may be executed in multiple counterparts and all counterparts so executed shall constitute a single agreement binding. Original counterpart signature pages may be affixed to an original of this Agreement to create a single, complete agreement. Any counterpart executed by an Owner and/or District and transmitted by electronic transmission shall be treated as an original signature page at the time of receipt. The actual original signature page shall also be mailed to District within ten days of the date of the electronic transmission.

6.5. The physical connection of the structures to the sanitary sewer shall not be completed until the Division of Code Enforcement at PRMD verifies that any and all outstanding code violations on the premises have been remedied and that all uses and structures on the premises being served by the sewer are considered legal

6.6. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

6.7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, assigns and transferees, and all covenants herein shall apply to and run with the land.

7. INDEMNIFICATION

7.1. Owner agrees to accept all responsibility for loss or damage to any person or entity, including the County of Sonoma (County), District, and the Water Agency, and to indemnify, hold harmless, and release the County, District and the Water Agency, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Owner, that arise out of, pertain to, or relate to Owners or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement or activities regarding the Project. Owner agrees to provide a complete defense for any claim or action brought against the County, District or the Water Agency based upon a claim relating to Owners or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement or activities regarding the Project. Owner's obligations under this provision apply whether or not there is concurrent negligence on the County's, District's or Water Agency's part, but to the extent required by law, excluding liability due to the County's, District's or Water Agency's conduct. The County, District and Water Agency shall have the right to select their legal counsel at Owner's expense, subject to Owner's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Owner or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

SONOMA VALLEY COUNTY SANITATION DISTRICT

By: _____
Chair of the Board of Directors

Date: _____

ATTEST:

By: _____
Clerk of the Board of Directors

Date: _____

OWNER:

By: Connie J. Cherry
Connie J. Cherry
Applicant

Date: 4-27-17

APPROVED AS TO FORM:

By: _____
County Counsel

Date: 4/25/17

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sonoma)

On April 27, 2017 *Date* before me, C L Camilleri, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Constance J Cherry *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature C L Camilleri *Signature of Notary Public*

C. L. CAMILLERI
Commission # 2111735
Notary Public - California
Sonoma County
My Comm. Expires Jun 12, 2019

C. L. CAMILLERI
Commission # 2111735
Notary Public - California
Sonoma County
My Comm. Expires Jun 12, 2019

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: OSAA Document Date: 4/27/2017
Number of Pages: 7 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Constance Cherry	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: Self	Signer Is Representing: _____

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County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 2
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 6, 2017	**Vote Requirement:** Majority
Department or Agency Name(s): Sonoma County Water Agency	
Staff Name and Phone Number:	**Supervisorial District(s):**
Chase Takajo 521-1872	Second

Title: Funding of Fisheries Biology and Environmental Conservation and Restoration Course

Recommended Actions:

Authorize Water Agency's General Manager to execute an agreement with United Anglers of Casa Grande, Inc., for funding of the fisheries biology and field studies course at Casa Grande High School in support of the Water Agency's Stream Maintenance Program through June 1, 2019, in the amount of $50,000.

Executive Summary:

The Water Agency was approached by the United Anglers of Casa Grande High School to continue its ongoing support of the United Anglers Program when the program expanded to allow students enrolled in the course to receive accreditation from the UC system, which means that the course would fulfill the same lab science credit as college level Chemistry and Physics courses. The Environmental Conservation and Restoration Course provides students with the theoretical background and practical skill necessary to make an effective contribution in the fields of resource management, species preservation, or environmental conservation and restoration. The applied portion of the course focuses on the restoration and management of local creeks' ecosystem and the high schools state-of-the-art fish hatchery. The Sonoma County Water Agency (Water Agency) maintains easements throughout Petaluma River watershed (Flood Control Zone 2A) for the purpose of stream, creek, and channel maintenance. The Water Agency benefits from this agreement by expanding and continuing the important partnership with the United Anglers, assistance in the implementation of the Stream Maintenance Program's 2A/3A Natural Channels program, increasing public awareness and outreach and uplifting public relationships with the local community. The Water Agency will provide many levels of benefits to the United Anglers which include finical support, increasing public awareness, outreach to land owners, assistance in gaining additional land access to support for the United Anglers Salmonid Monitoring program, increase student awareness of SCWA role in water management, field experience, providing work experience and building the resumes of students.

Discussion:

In 1983, United Anglers of Casa Grande, Inc. (United Anglers) adopted Adobe Creek to rebuild Adobe Creek's wildlife habitat. As part of this effort, United Anglers developed the Adobe Creek Restoration Project at Casa Grande High School (Project). Under the Project, students maintain a fully functioning fish research facility and conservation hatchery and also provide maintenance on Adobe Creek. The Project aligns with the Water Agency's fisheries and environmental programs.

As part of the Project, United Anglers conducts a fisheries biology and field studies course for students at Casa Grande High School (Program). The Program field work curriculum includes field studies and stream maintenance, such as identification and removal of invasive species, canopy development, and debris removal. Students learn about fisheries and watershed management and conduct flood control and stream maintenance activities, including vegetation maintenance, planting, and debris removal. The Program outreach curriculum includes public outreach to educate riparian landowners about debris management issues.

PROGRAM ACTIVITIES

Field Curriculum

United Anglers will conduct field work curriculum including field studies and stream maintenance, such as identification and removal of invasive species, canopy development, and debris removal; fisheries and watershed management; and flood control and stream maintenance activities, including vegetation maintenance, planting, and debris removal.

Outreach Curriculum

Upon notice from the Water Agency, United Anglers will also conduct public outreach to educate riparian landowners about debris management issues and assist in the removal of detrimental debris and garbage in streams located in the Petaluma river watershed, as directed by the Water Agency. The Water Agency will receive summary reports for each landowner contacted.

Presentations

United Anglers will give annual presentations to Water Agency staff summarizing work performed by students in the previous year.

The cost will not exceed $50,000; the term end date is June 1, 2019. Funding will be used to pay for lead biologist staff time to support the project, as well as equipment for restoration work and course materials.

RECOMMENDATION

Water Agency staff recommends that the Board authorize Water Agency's General Manager to execute an agreement with United Anglers of Casa Grande, Inc., for funding of the fisheries biology and field studies course at Casa Grande High School in support of Water Agency's Stream Maintenance Program through June 1, 2019, in the amount of $50,000.

Prior Board Actions:

None

Strategic Plan Alignment	Goal 2: Economic and Environmental Stewardship

Water Agency Flood Control Goals and Strategies, Goal 1: Maintain, operate, and modify flood protection facilities to meet current and future public needs.

This item supports the Water Agency's flood protection strategic plan by allowing the Water Agency to partner with the United Anglers of Casa Grande High School and provide public outreach to educate riparian landowners about debris management issues, as well as provide funding for the Fisheries Biology and Field Studies course at Casa Grande High School.

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses	$50,000		
Additional Appropriation Requested			
Total Expenditures	**$50,000**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	$50,000		
Use of Fund Balance			
Contingencies			
Total Sources	**$50,000**		

Narrative Explanation of Fiscal Impacts:

Budgeted amount of $50,000 is available from FY 2016/2017 appropriations for the Zone 2A Petaluma fund. No additional appropriation is required.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
N/A			

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:
Agreement
Related Items "On File" with the Clerk of the Board:
None

rw S:\Agenda\agrees\06-06-2017 WA Funding of Fisheries Biology and Field Studies_summ.docm

CF/15-2-21 United Anglers of Casa Grande, Inc. (Funding Agree for Fisheries Biology and Field Studies Course at Casa Grande High School in Support of the Stream Maintenance Program) 16/17-125 (ID 6713)

For accessibility assistance with this document, please contact the Sonoma County Water Agency Technical Writing Section at (707) 547-1900, Fax at (707) 544-6123, or TDD through the California Relay Service (by dialing 711).

Agreement for Funding of Fisheries Biology and Field Studies Course at Casa Grande High School in Support of the Stream Maintenance Program

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Water Agency") and **United Anglers of Casa Grande, Inc.**, a non-profit California corporation ("United Anglers"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 6 (Term of Agreement).

RECITALS

A. In 1983, United Anglers adopted Adobe Creek to rebuild Adobe Creek's wildlife habitat.

B. As part of this effort, United Anglers developed the Adobe Creek Restoration Project at Casa Grande High School (Project).

C. Under the Project, students maintain a fully functioning fish research facility and conservation hatchery and also provide maintenance on Adobe Creek. The Project aligns with the Water Agency's fisheries and environmental programs.

D. As part of the Project, United Anglers conducts a fisheries biology and field studies course for students at Casa Grande High School (Program).

E. The Program field work curriculum includes field studies and stream maintenance, such as identification and removal of invasive species, canopy development, and debris removal. Students learn about fisheries and watershed management and conduct flood control and stream maintenance activities, including vegetation maintenance, planting, and debris removal.

F. The Program outreach curriculum includes public outreach to educate riparian landowners about debris management issues.

G. Water Agency maintains easements throughout the Petaluma River watershed (Flood Control Zone 2A) for the purpose of stream, creek, and channel maintenance. Water Agency will benefit from the Program through student internship development, stream and vegetation maintenance activities, and instruction in fisheries biology and watershed restoration.

H. Under this Agreement Water Agency is funding Program expenses in the amount of $50,000.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. RECITALS

1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:

a. Exhibit A: Scope of Work
b. Exhibit B: Insurance Requirements
c. Exhibit C: Items Authorized for Funding by Water Agency
d. Exhibit D: Summary Report

3. COORDINATION

3.1. Cooperation with Water Agency. United Anglers shall coordinate the work with Water Agency's Project Manager. Contact information and mailing addresses:

Water Agency	United Anglers
Project Manager: Chase Takajo 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-521-1872 Email: Chase.Takajo@scwa.ca.gov	Contact: Daniel Hubacker 333 Casa Grande Drive Petaluma, CA 94954 Phone: 707-778-4703 Email: joehub@sbcglobal.net
Remit invoices to: Susan Bookmyer Same address as above or Email: susan.bookmyer@scwa.ca.gov	**Remit payments to:** Same address as above

4. UNITED ANGLERS' RESPONSIBILITIES

United Anglers shall complete the following:

4.1. General. United Anglers agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.

4.2. Scope of Work. United Anglers shall perform the tasks described in Exhibit A (Scope of Work).

4.3. Content Online Accessibility.

a. *Accessibility:* Water Agency policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
b. *Standards:* Those responsible for preparing content intended for use or publication on a Water Agency/County-managed or Water Agency/County-funded web site must comply with applicable federal accessibility standards

established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Water Agency's Web Site Accessibility Policy located at http://webstandards.sonoma-county.org.

c. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), United Anglers shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).

d. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, United Anglers shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. United Anglers agrees to cooperate with Water Agency staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.

e. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Water Agency's Web Site Accessibility Policy shall be the responsibility of United Anglers. If Water Agency, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Water Agency/County-managed or Water Agency/County-funded Web site does not comply with Water Agency Accessibility Standards, Water Agency will promptly inform United Anglers in writing. Upon such notice, United Anglers shall, without charge to Water Agency, repair or replace the non-compliant materials within such period of time as specified by Water Agency in writing. If the required repair or replacement is not completed within the time specified, Water Agency shall have the right to do any or all of the following, without prejudice to Water Agency's right to pursue any and all other remedies at law or in equity:

   i. Cancel any delivery or task order;

   ii. Terminate this Agreement pursuant to the provisions of Paragraph 7; and/or

   iii. In the case of custom Electronic and Information Technology (EIT) developed by United Anglers for Water Agency, Water Agency may have any necessary changes or repairs performed by itself or by another contractor. In such event, United Anglers shall be liable for all expenses incurred by Water Agency in connection with such changes or repairs.

f. *Water Agency's Rights Reserved:* Notwithstanding the foregoing, Water Agency may accept deliverables that are not strictly compliant with Water Agency Accessibility Standards if Water Agency, in its sole and absolute

discretion, determines that acceptance of such products or services is in Water Agency's best interest.

4.4. Indemnification. United Anglers agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including United Anglers, that arise out of, pertain to, or relate to United Anglers' or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. United Anglers agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to United Anglers' or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. United Anglers' obligations under this Paragraph 4.4 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at United Anglers' expense, subject to United Anglers' approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for United Anglers or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

4.5. Insurance. With respect to performance of work under this Agreement, United Anglers shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B (Insurance Requirements).

4.6. Invoices. United Anglers shall bill Water Agency upon execution of this Agreement with an invoice that is clearly marked with "United Anglers of Casa Grande, Inc., Agreement for Funding of
Fisheries Biology and Field Studies Course at Casa Grande High School in Support of the Stream Maintenance Program, Project-Activity Code F0212C018."

4.7. Refund of Unused Funds. Following completion of work, United Anglers shall submit receipts and invoices to verify actual costs. If total of actual costs of authorized expenses is less than the total amount provided under this Agreement, United Anglers shall refund the difference to Water Agency within 30 calendar days of the event.

4.8. Refund Upon Cancellation. If United Anglers determines Program will not occur, United Anglers shall immediately notify Water Agency in writing. In such case, United Anglers shall refund any funding provided under this Agreement by Water Agency within 30 calendar days of said determination.

5. WATER AGENCY'S RESPONSIBILITIES

5.1. Total. The total amount payable under this Agreement shall not exceed $50,000 as follows:

a. Year 1: Not to exceed $25,000

b. Year 2: Not to exceed $25,000

5.2. Payments.

a. *Initial Payment:* Upon execution of this Agreement, and receipt of an invoice thereof, Water Agency will deposit with United Anglers $12,500.

b. *Payment No. 2:* On or about December 1, 2017, upon receipt of an invoice thereof, Water Agency will deposit with United Anglers $12,500.

c. *Payment No. 3:* On or about July 1, 2018, upon receipt of an invoice thereof, Water Agency will deposit with United Anglers $12,500.

d. *Final Payment:* On or about December 1, 2018, upon receipt of an invoice thereof, Water Agency will deposit with United Anglers $12,500.

5.3. Items to be Provided. Water Agency logo or other identifying material, as requested by United Anglers.

6. TERM OF AGREEMENT

6.1. This Agreement shall expire on June 1, 2019, unless terminated earlier in accordance with the provisions of Paragraph 7 (Termination).

7. TERMINATION

7.1. At any time and without cause, Water Agency has the right, in its sole discretion, to terminate this Agreement by giving five calendar days' written notice to United Anglers. In the event of such termination, Water Agency will pay United Anglers for services satisfactorily rendered to the date of termination. In addition, should United Anglers fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Water Agency may immediately terminate this Agreement by giving United Anglers written notice of such termination, stating the reason for termination. In the event of such termination, Water Agency will pay United Anglers for services satisfactorily rendered to the date of termination. However, Water Agency will deduct from such amount the amount of damage, if any, sustained by Water Agency by virtue of the breach of the Agreement by United Anglers. Water Agency's right to terminate may be exercised by Water Agency's General Manager.

8. ADDITIONAL REQUIREMENTS

8.1. Bottled Water. In accordance with Sonoma County Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Water Agency funding shall be used to purchase single-serving, disposable water bottles for use in Water Agency facilities or at Water Agency-sponsored events. This restriction shall not apply when potable water is not available.

8.2. Authority to Amend Agreement. Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties.

8.3. No Waiver of Breach. The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

8.4. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. United Anglers and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. United Anglers and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

8.5. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

8.6. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

8.7. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

8.8. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering

into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

8.9. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

8.10. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 16/17-125

By: _____
Water Agency Division Manager -
Administrative Services

Approved as to form:

By: _____
Cory O'Donnell, Deputy County Counsel

Insurance Documentation is on file with Water Agency

Date/TW Initials: _____

Sonoma County Water Agency

By: _____
Grant Davis
Water Agency General Manager
Authorized per Water Agency's Board of Directors Action on June 6, 2017

Date: _____

United Anglers of Casa Grande, Inc., a non-profit California corporation

By: _____

_____
(Please print name here)

Title: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Field Work Curriculum

a. Purchase items as needed in accordance with Exhibit C (Items Authorized for Funding by Water Agency).

b. Conduct field work curriculum including field studies and stream maintenance, such as identification and removal of invasive species, canopy development, and debris removal; fisheries and watershed management; and flood control and stream maintenance activities, including vegetation maintenance, planting, and debris removal.

c. Report:

i. Contents. Prepare end-of-semester field reports that include, but are not limited to, the items below.

a) Table of Contents
b) Summary of study results
c) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
d) Location map
e) Other information to support the work or as requested by Water Agency

ii. Review. Submit to Water Agency for review.

a) First Draft: Prepare the report in draft form and submit to Water Agency for review and approval in accordance with the date listed for this deliverable. Water Agency will return one copy of the draft report to United Anglers with comments or approval in writing.
b) Subsequent Draft(s): If Water Agency requests revisions, revise the draft report and resubmit one copy of the report for Water Agency approval.

iii. Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved report to Water Agency in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft Report	Within 14 calendar days of the end of each semester
Final Report	Within 14 calendar of Water Agency's approval of draft

1.2. Task 2: Outreach

a. Upon notice from Water Agency, conduct public outreach to educate riparian landowners about debris management issues and assist in the removal of detrimental debris and garbage in streams located in the Petaluma river watershed, as directed by Water Agency.

b. Summary Reports:

i. Contents. Prepare a summary report of activities using the form in Exhibit D (Summary Report) that includes, but is not limited to, the items below.

a) Project number
b) Project name
c) Date(s)
d) Progress report
e) Summary of activities performed and completed
f) Problems encountered and management recommended
g) Next steps
h) Location map
i) Photos and description of area of concern
j) Other information to support the summary report or as requested by Water Agency

ii. Review. Submit to Water Agency for review.

a) First Draft: Prepare the report in draft form and submit to Water Agency for review and approval in accordance with the date listed for this deliverable. Water Agency will return one copy of the draft report to United Anglers with comments or approval in writing.
b) Subsequent Draft(s): If Water Agency requests revisions, revise the draft report and resubmit one copy of the report for Water Agency approval.

iii. Final: Following Water Agency approval and prior to Water Agency's acceptance of work under this Agreement, submit the final approved report to Water Agency in accordance with the date listed for this deliverable.

c. After Water Agency review of Summary Report, and if directed by Water Agency, perform the work to address the area of concern and submit an additional Summary Report, in accordance with Paragraph 1.2.b of this Scope of Work, after work has been completed.

Deliverable	**Due Date**
Draft Summary Report	Within 14 calendar days of notice from Water Agency or completion of work, if applicable
Final Summary Report	Within 14 calendar days of Water Agency's approval of draft

1.3. Presentations

a. Give annual presentations to Water Agency summarizing work performed by students in the previous year.

b. Dates and locations to be determined by Water Agency and United Anglers.

2. DELIVERABLES

2.1. Submit one electronic copy in PDF format (emailed or on CD) and three hard copies of each final deliverable to Water Agency.

2.2. Comply with requirements of Paragraph 4.3 (Content Online Accessibility.)

Exhibit B

Insurance Requirements

1. SECTION I – INSURANCE TO BE MAINTAINED BY UNITED ANGLERS OF CASA GRANDE, INC.

United Anglers of Casa Grande, Inc. shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of the Agreement.

Water Agency reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Water Agency's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or Water Agency's failure to identify any insurance deficiency shall not relieve United Anglers of Casa Grande, Inc. from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.1. Workers Compensation and Employers Liability Insurance

a. Required if United Anglers of Casa Grande, Inc. has employees as defined by the Labor Code of the State of California.

b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.

c. Employers' Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

d. Required Evidence of Insurance: Certificate of Insurance

e. If United Anglers of Casa Grande, Inc. currently has no employees as defined by the Labor Code of the State of California, United Anglers of Casa Grande, Inc. agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.

b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If United Anglers of Casa Grande, Inc. maintains higher limits than the specified minimum limits, Water Agency requires and shall be entitled to coverage for the higher limits maintained by United Anglers of Casa Grande, Inc..

c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by Water Agency. United Anglers of Casa Grande, Inc. is responsible for any deductible or self-insured retention and shall fund it upon Water Agency's written request, regardless of whether United Anglers of Casa Grande, Inc. has a claim against the insurance or is named as a party in any action involving the Water Agency.

d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of United Anglers of Casa Grande, Inc.'s ongoing operations. (ISO endorsement CG 20 26 or equivalent).

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between Water Agency and United Anglers of Casa Grande, Inc. and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. Required Evidence of Insurance:

   i. Copy of the additional insured endorsement or policy language granting additional insured status; and

   ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned vehicles if United Anglers of Casa Grande, Inc. owns vehicles.

c. Insurance shall cover hired and non-owned vehicles.

d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Standards for Insurance Companies

a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.5. Documentation

a. The Certificate of Insurance must include the following reference: TW 16/17-125.

b. United Anglers of Casa Grande, Inc. shall submit required Evidence of Insurance prior to the execution of this Agreement. United Anglers of Casa Grande, Inc. agrees to maintain current Evidence of Insurance on file with Water Agency for the required period of insurance.

c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. United Anglers of Casa Grande, Inc. shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

a. United Anglers of Casa Grande, Inc.'s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Exhibit C

Items Authorized for Funding by Water Agency

- Trees saws
- Pruning shears with sheaths
- Hip waders
- Chest waders
- Long sleeve t-shirts
- Hard hats
- Gloves
- Digital cameras
- GPS units
- Garbage bags
- Protective glasses
- Stadia Rods
- Write-in-the-rain paper
- Clipboards
- Other items as needed and approved in writing in advance by Water Agency

Exhibit D

Summary Report

SONOMA COUNTY WATER AGENCY	
Project Number:	
Project Name:	
Date(s):	
Progress Report:	
Summary of Activities Performed and Completed:	
Problems Encountered/ Management Recommended:	
Next Steps:	
Photos and Description:	
Other:	

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 3
(This Section for use by Clerk of the Board Only.)

To: Board of Directors, Sonoma County Water Agency

Board Agenda Date: June 6, 2017	**Vote Requirement:** 4/5
Department or Agency Name(s): Sonoma County Water Agency	
Staff Name and Phone Number: Kevin Booker 521-1865	**Supervisorial District(s):** Fifth

Title: Review and Extend the Emergency Repairs in Response to January and February Floods

Recommended Actions:

A) Review and ratify the actions of the Water Agency's General Manager in performing emergency repairs at Mirabel and Wohler water supply facilities without advertising for competitive bids, consistent with Resolution No. 06-0649 and Public Contract Code section 22050.

B) Authorize and direct the General Manager of the Water Agency to continue making necessary repairs to, or replacement of, the Water Agency's water supply facilities, and to take any directly related and immediate action required by the emergency, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts consistent with Public Contract Code section 22050.

Executive Summary:

On May 23, 2017,the Sonoma County Water Agency General Manager exercised his delegated authority under Resolution Number 06-0649, and Public Contract Code section 22050, and ordered emergency repairs be conducted at the Water Agency's Wohler and Mirabel water supply facilities without giving notice for bids to let contracts. It is critical that the necessary repairs to these facilities are completed in early summer, which did not allow the time for competitive bidding, to enable the Water Agency to supply potable water to 600,000 customers during the summer and early fall. This item requests the Board review and ratify the General Manager's emergency action, and authorize and direct the General Manager to complete the necessary repairs.

Discussion:

Heavy rains and resulting floods in January and February 2017 caused damage at the Water Agency water supply facilities located at Wohler and Mirabel. Water Agency staff was not able to inspect the facilities to determine the full nature of the damage incurred and assess the type and scope of needed repairs until late February because the area remained inundated. Once the flooded facilities became visible, Water Agency staff discovered significant damage, including damage to infiltration ponds that are necessary for provision of potable water during the dry season.

Typically, Water Agency staff condition the bottom of the water infiltration ponds as part of annual maintenance, but, due to the floods a large amount of sediment and other debris was deposited in the bottom of the ponds. Sediment and debris removal work needs to be performed promptly and without delay because the infiltration ponds at Wohler and Mirabel are critical public infrastructure facilities necessary for the provision of potable water to the Water Agency's 600,000 customers in Sonoma and Marin Counties during the dry season. Therefore, this emergency action is required in order to prepare the water supply facilities for the increased water demands that are imminent. Water Agency forces, along with a service provider for removing and hauling sediment, are needed to complete the repairs.

Public Contract Code section 22050 authorizes the Water Agency to take any directly related and immediate action required necessary to mitigate emergency conditions without giving notice for bids, provided the Water Agency adheres to certain Board review and reporting procedures. Pursuant to authority vested with the General Manager pursuant to Resolution 06-0649, and consistent with Public Contract Code section 22050, the General Manager ordered Water Agency staff to remove excessive sediment and debris in the infiltration ponds, perform vegetation grinding, road repair, and miscellaneous repairs required for immediate water supply delivery.

The status of the emergency work must be reviewed by the Board of Directors every 14 days until it is completed to determine, by a four-fifths vote, if there is a need to continue the work without solicitation of competitive bids. (Public Contract Code § 22050(c)(2).) The purpose of this board item is to ensure that the emergency contract work is terminated at the earliest possible date that conditions warrant so that the remainder of the work may be completed by a competitively bid contract. Staff anticipates completing the work by the end of June 2017. If the work extends beyond June 20th, staff will come back to the Board, at the next regularly scheduled meeting, to review the item.

Emergency repairs to the water facilities are expected to be completed by the June 20, 2017, Board meeting, however, should the emergency work take longer than anticipated due to unforeseen circumstances, this matter will be brought back to the Board on a biweekly basis for further review in accordance with applicable Public Contract Code requirements.

Ancillary non-emergency work, including various road repairs located at Mirabel and Wohler, is expected to be performed under a competitively bid contract in the next 6-12 months.

Funding is coming from the Water Transmission fund.

This work does not affect other Agency services.

Existing contracts with service providers will be used to provide sediment removal and other services, in addition to Water Agency force work. Payment is made on an hourly or daily basis to the service providers.

RECOMMENDATIONS
Water Agency staff recommends that the Board:

A) Review and ratify the actions of the Water Agency's General Manager in performing emergency repairs at Mirabel and Wohler water supply facilities without advertising for competitive bids, consistent with Resolution No. 06-0649 and Public Contract Code section 22050.
B) Authorize and direct the General Manager of the Water Agency to continue making necessary repairs to, or replacement of, the Water Agency's water supply facilities, and to take any directly related and immediate action required by the emergency, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts consistent with Public Contract Code section 22050.

STEPS FOLLOWING APPROVAL
Water Agency will return to the Board every 14 days, until emergency work is completed, to provide a status report.

Prior Board Actions:

07-18-2006 Delegated Authority for Sonoma County Water Agency's General Manager in the event of emergency

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Water Agency Water Supply Goals and Strategies, Goal 1: Work with Water Contractors to retain and improve the reliability of the water supply production and distribution systems, including during short-term emergencies, such as earthquakes, and during long-term challenges caused by extended droughts and global climate change.
This item helps to ensure that aging infrastructure is maintained and replaced regularly.

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested	140,000		
Total Expenditures	**140,000**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	140,000		
Use of Fund Balance			
Contingencies			
Total Sources	**140,000**		

Narrative Explanation of Fiscal Impacts:

Emergency repair work was not budgeted; therefore, the funds for this emergency work will come out of Water Transmission. Additional appropriations, in FY 16-17, are required to process this expense in Water Transmission. Upon Board approval, appropriations will be made at the FY 16-17, year-end close, consolidated budget adjustment.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

None

Related Items "On File" with the Clerk of the Board:

None

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 4
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 6, 2017

Vote Requirement: Majority

Department or Agency Name(s): Board of Supervisors

Staff Name and Phone Number:
Supervisor Susan Gorin, 565-2241

Supervisorial District(s):
First

Title: Disbursement of FY 16/17 First District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 16/17: Railroad Square Music Festival, $250; Sonoma County Conservation Action, $500; Sonoma Volunteer Firefighters Association, $1222

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The First District has reviewed the applications and wishes to recommend the following FY 16/17 advertising grant awards to the following entities:

1) Railroad Square Music Festival for advertising and promotion of the Third Annual Railroad Square Music Festival; grant award of $250.
2) Sonoma County Conservation Action for advertising and promotion of the Annual Grassroots Gala; grant award of $500
3) Sonoma Volunteer Firefighters Association for advertising and promotion of the 4th of July Parade, Party and Fireworks, grant award increase in the amount of $1222

Discussion:

The Sonoma County Advertising Program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and promoting events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The Program also provides funding to the Regional Parks Department as well as the Economic Development Department and a number of

other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.
The Advertising Program Policy is divided into different categories. Category E is "Local Events, Organizations and Economic Development." The Board established this category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of $170,000 where 50% of the amount is divided equally across each district as baseline funding and the remaining 50% is divided by the percent of TOT collections by district in the previous fiscal year. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

Funds will be distributed upon approval of these awards by the Board of Supervisors and execution of the Advertising grant agreement contract by the entity. The contracts will be executed by the County Administrator. The contracts will require the County logo on promotional materials produced using the grant award and will require submission to the County Administrator's Office of advertising and promotional activity receipts up to the total amount of the grant award.

Prior Board Actions:

7/19/2016 – Awarded FY 16/17 Category E grants.
12/13/2016 – Awarded FY 16/17 Category E grants.
3/28/2017 – Awarded FY 16/17 Category E grants.
4/11/2017 -- Awarded FY 16/17 Category E grants.
5/16/2017 -- Awarded FY 16/17 Category E grants.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.

Fiscal Summary - FY 16-17			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses	1,972		
Additional Appropriation Requested			
Total Expenditures	**1,972**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	**1,972**		
Use of Fund Balance			
Contingencies			
Total Sources	**1,972**		

Narrative Explanation of Fiscal Impacts:

Funds are included in the FY 16/17 budget.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

None.

Related Items "On File" with the Clerk of the Board:

FY 16/17 Advertising Program Grant Award Agreement

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 5
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	June 6, 2017
Vote Requirement:	Majority
Department or Agency Name(s):	Board of Supervisors
Staff Name and Phone Number:	Supervisor David Rabbitt 565-2241
Supervisorial District(s):	Second District
Title:	Disbursement of Fiscal Year 16/17 Second District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 16/17: Friends of the Petaluma River, $1,500; Dancers' Group on behalf of SoCo Dance Theater, $250; Petaluma Museum Association, $666; Cruisin' the Boulevard, Inc., on behalf of Cruisin' the Boulevard, $1,500; Petaluma Wine, Jazz & Blues Festival on behalf of Petaluma Music Festival, $1,500; and Petaluma Downtown Association, $2,000.

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The Second District has reviewed the applications and wishes to recommend the following FY 16/17 advertising grant awards:

1.) Friends of the Petaluma River for advertising and promotion of the Rivertown Revival Festival; grant award of $1,500.
2.) Dancers' Group on behalf of SoCo Dance Theater for advertising and promotion of live performances; grant award of $250.
3.) Petaluma Museum Association for advertising and promotion of December Concert Series; grant award of $666.
4.) Cruisin' the Boulevard Inc., on behalf of Cruisin' the Boulevard for advertising and promotion of Petaluma's Salute to American Graffiti; grant award of $1,500.
5.) Petaluma Wine, Jazz & Blues Festival on behalf of Petaluma Music Festival for advertising and promotion of Petaluma Music Festival; grant award of $1,500.
6.) Petaluma Downtown Association for advertising and promotion of Butter & Egg Days Parade; grant award of $2,000.

Discussion:

The Sonoma County Advertising Program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and promoting events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The Program also provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

The Advertising Program Policy is divided into different categories. Category E is "Local Events, Organizations and Economic Development." The Board established this category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of $170,000 where 50% of the amount is divided equally across each district as baseline funding and the remaining 50% is divided by the percent of TOT collections by district in the previous fiscal year. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

Funds will be distributed upon approval of these awards by the Board of Supervisors and execution of the Advertising grant agreement contract by the entity. The contracts will be executed by the County Administrator. The contracts will require the County logo on promotional materials produced using the grant award and will require submission to the County Administrator's Office of advertising and promotional activity receipts up to the total amount of the grant award.

Prior Board Actions:

9/27/16, and 3/28/17 Awarded FY 16/17 Category E grant.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.

Fiscal Summary - FY 16-17			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses	7,416		
Additional Appropriation Requested			
Total Expenditures	**7,416**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	7,416		
Use of Fund Balance			
Contingencies			
Total Sources	**7,416**		

Narrative Explanation of Fiscal Impacts:

Funds are included in the FY 16/17 budget.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

None.

Related Items "On File" with the Clerk of the Board:

FY 16/17 Advertising Program Grant Award Agreement

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 6
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	June 6, 2017
Vote Requirement:	Majority
Department or Agency Name(s):	Board of Supervisors
Staff Name and Phone Number:	Supervisor Shirlee Zane (707) 565-2241
Supervisorial District(s):	Third District
Title:	Disbursement of FY 16/17 Third District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant award and authorize the County Administrator to execute a contract with the following non-profit entity for advertising and promotions activities for FY 16/17: Hispanic Chamber of Commerce of Sonoma County for the Scholarship Gala 2016, $1,750.

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The Third District has reviewed the application and wishes to recommend the following FY 16/17 advertising grant award:

1.) Hispanic Chamber of Commerce of Sonoma County for advertising and marketing of the Scholarship Gala 2016; grant award of $1,750.

Discussion:

The Sonoma County Advertising Program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and promoting events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The Program also provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

The Advertising Program Policy is divided into different categories. Category E is "Local Events, Organizations and Economic Development." The Board established this category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak

tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of $170,000 where 50% of the amount is divided equally across each district as baseline funding and the remaining 50% is divided by the percent of TOT collections by district in the previous fiscal year. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

Funds will be distributed upon approval of these awards by the Board of Supervisors and execution of the Advertising grant agreement contract by the entity. The contracts will be executed by the County Administrator. The contracts will require the County logo on promotional materials produced using the grant award and will require submission to the County Administrator's Office of advertising and promotional activity receipts up to the total amount of the grant award.

Prior Board Actions:

9-13-16, 12-6-16, 3-28-17, 4-25-17, 5-23-17 – Awarded FY 16/17 Category E grants

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses	$1,750		
Additional Appropriation Requested			
Total Expenditures	**$1,750**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	$1,750		
Use of Fund Balance			
Contingencies			
Total Sources	**$1,750**		

Narrative Explanation of Fiscal Impacts:

Funds are included in the FY 16/17 budget.

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
n/a			
Attachments:			
None.			
Related Items "On File" with the Clerk of the Board:			
FY 16/17 Advertising Program Grant Award Agreement			

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 7
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	June 6, 2017
Vote Requirement:	Majority
Department or Agency Name(s):	Board of Supervisors
Staff Name and Phone Number:	Supervisor James Gore, 565-2241
Supervisorial District(s):	Fourth
Title:	Disbursement of Fiscal Year 16/17 Fourth District Advertising Funds.

Recommended Actions:

Approve Advertising Program grant awards and Authorize the County Administrator to execute a contract with the following non-profit entities for advertising and promotions activities for FY 16/17: Cloverdale Chamber of Commerce, $4,504; Hispanic Chamber of Commerce Sonoma County, $500.

Executive Summary:

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor's discretion. The Fourth District has reviewed the applications and wishes to recommend the following FY 16/17 advertising grant awards:

1.) Cloverdale Chamber of Commerce for advertising and promotion of various events; grant award of $4,504.
2.) Hispanic Chamber of Commerce Sonoma County for advertising and promotion of Annual Scholarship Gala; grant award of $500.

Discussion:

The Sonoma County Advertising Program utilizes a portion of the Transient Occupancy Tax (TOT) to encourage tourism, economic development and community engagement through a variety of grant award and funding avenues. The Program provides various grants to community non-profits for advertising and promoting events and the county as a visitor destination with the goal of advancing economic growth through tourism. Additionally the program provides grants to promote agricultural promotion as well as address impacts on safety due to tourism. The Program also provides funding to the Regional Parks Department as well as the Economic Development Department and a number of other county department activities, all with the focus of encouraging tourism and awareness of Sonoma County.

The Advertising Program Policy is divided into different categories. Category E is "Local Events, Organizations and Economic Development." The Board established this category to assist small cultural, artistic, and countywide events and organizations as well as events occurring during the off peak tourism season (November 15 through April 15) with funding for advertising and economic development efforts that promote Sonoma County and encourage visitors to frequent the county throughout the entire year. Funding for these events and organizations is provided at the discretion of each Supervisorial District based on an overall allocation of $170,000 where 50% of the amount is divided equally across each district as baseline funding and the remaining 50% is divided by the percent of TOT collections by district in the previous fiscal year. Events and organizations make requests throughout the year to the Supervisorial District in which their event/organization exists.

Funds will be distributed upon approval of these awards by the Board of Supervisors and execution of the Advertising grant agreement contract by the entity. The contracts will be executed by the County Administrator. The contracts will require the County logo on promotional materials produced using the grant award and will require submission to the County Administrator's Office of advertising and promotional activity receipts up to the total amount of the grant award.

Prior Board Actions:

12/13/16,– Awarded FY 16/17 Category E grants.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.

Fiscal Summary - FY 16-17			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses	5,004		
Additional Appropriation Requested			
Total Expenditures	**5,004**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other	5,004		
Use of Fund Balance			
Contingencies			
Total Sources	**5,004**		

Narrative Explanation of Fiscal Impacts:

Funds are included in the FY 16/17 budget.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

None.

Related Items "On File" with the Clerk of the Board:

FY 16/17 Advertising Program Grant Award Agreement

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 8
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 6, 2017	**Vote Requirement:** Majority
Department or Agency Name(s): Board of Supervisors of Sonoma County	
Staff Name and Phone Number:	**Supervisorial District(s):**
Rebecca Wachsberg 707-565-3782	Fifth

Title: Amendment to Roseland Area Pre-Annexation Agreement

Recommended Actions:

Authorize the Chair to execute Amendment No. 1 to the Roseland Area Pre-Annexation Agreement with the City of Santa Rosa to update the sales tax revenue amount for fiscal year 2015-16 in Exhibit A.

Executive Summary:

On November 1, 2016, the Board of Supervisors authorized an agreement with the City of Santa Rosa (City) addressing cost sharing and other commitments to facilitate the annexation of the unincorporated islands of Roseland, Brittain Lane, Victoria Drive, West Hearn, and West Third in Southwest Santa Rosa. Exhibit E of the agreement detailed how the City and County would calculate the Revenue Sharing Payment that was part of the negotiated cost sharing negotiated. The amendment considered here is a correction to the actual sales tax figure for FY 2015-16 contained in Exhibit E, and will be used as a basis for calculated sales tax growth over time.

Discussion:

The County of Sonoma (County) and the City of Santa Rosa (City) have prioritized the annexation of islands within the Southwest Santa Rosa area, with particular focus on the 620 acre Roseland island, for a number of years. Annexation of unincorporated islands creates consistent jurisdictional boundaries that facilitate good governance, improving services delivery, infrastructure, community planning, regulatory compliance, and law enforcement.

Background
In 2014, the Board of Supervisors formed a Southwest Santa Rosa Annexation Ad Hoc Committee, comprised of Supervisors Carrillo and Zane, to work with the City of Santa Rosa to develop a plan to annex unincorporated islands located in Southwest Santa Rosa. The City of Santa Rosa also formed a corresponding subcommittee to focus on annexation efforts.

The two committees established the Joint City/County Roseland Annexation Committee (Joint Committee) to coordinate the planning and other activities associated with Annexation. In particular the Joint Committee focused on developing a plan for cost sharing associated with the annexation, which has been the primary barrier to annexation for the County and City. Costs include those associated with provision of police and fire response, new streets and sidewalks, and other public facilities and services. The City and County have completed multiple financial analyses that indicate that the costs of providing services and infrastructure exceeds the revenue that comes from the proposed annexation area. The goal of the Joint Committee was to resolve this critical barrier to annexation.

At the October 26, 2016, meeting, the Joint Committee unanimously supported a draft pre-annexation agreement, and agreed to advance the proposed agreement to the full Board of Supervisors and City Council, and at their November 1, 2016, meeting, the Board of Supervisors approved that agreement, with the City finalizing approval on November 29, 2016.

Amendment

One of the terms of the pre-annexation agreement was for the County to provide the City with an annual cash subsidy for 10 years, starting at $500,000, and reassessed annually beginning in Year 2. The reassessment process involves looking at increases in City costs offset by growth in certain types of revenue (including sales tax, property tax, utility users tax, franchise fees, and fines and forfeitures) from the area. When the revenue growth exceeds increases in City costs, the $500,000 payment will be reduced, but under no circumstances will it ever exceed the starting rate. Exhibit E outlines the process for reassessing the annual cash subsidy, and includes fiscal year 15-16 revenue amounts as a starting point for calculating growth. While working with the City and County sales tax consultants to confirm the methodology for calculating the actual sales tax amount, it was discovered that the figure used in Exhibit E, $533,689, which represented FY 15-16 sales tax for the purposes of establishing a baseline for the calculation, was not accurate. The inaccuracy was due to discrepancies in the original list of parcels impacted by the annexation.

The final sales tax amount to use for calculating the growth under the formula agreed upon by the City and County is $547,171, and the attached amendment reflects this change. The change will ensure that the correct growth rate is applied to calculate any reduction in the cash subsidy payment under the agreed upon reassessment formula.

Next Steps

The City submitted their application for annexation to the Local Agency Formation Commission (LAFCO) in April. It is anticipated the annexation will be complete by the end of the calendar year.

Prior Board Actions:

11/1/16: Authorized the Chair to execute the agreement with the City of Santa Rosa addressing cost sharing and other commitments to facilitate the annexation of the unincorporated islands of Roseland, Brittain Lane, Victoria Drive, West Hearn, and West Third in Southwest Santa Rosa.

9/15/14: Approval for the members of the Southwest Santa Rosa Annexation Board of Supervisors Ad Hoc to sign a Memorandum of Understanding with Santa Rosa establishing the purpose of the Joint City/County Roseland Annexation Committee.

4/8/14: Approve the Charter for the Board of Supervisor's Ad Hoc Committee on Southwest Santa Rosa Annexation.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Annexation of unincorporated islands creates consistent jurisdictional boundaries that facilitate good governance, improving services delivery, infrastructure, community planning, regulatory compliance, and law enforcement.

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Amending the Pre-Annexation agreement itself does not have a fiscal impact, however if the Agreement is not amended, the annual subsidy could be impacted based on a calculation that includes revenue growth with Sales Tax revenue included as one of the elements considered. With the actual revenues being $13,482 lower in the Agreement as signed, the revenue growth in the first year would show greater growth than actually occurred when calculated based on the corrected methodology. This amendment will ensure that the correct grow is applied to the cash subsidy payment.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Attachment A: Amendment No. 1 to the Pre-annexation Agreement Attachment B: Executed Pre-Annexation Agreement
Related Items "On File" with the Clerk of the Board:

FIRST AMENDMENT TO PRE-ANNEXATION AGREEMENT BY AND BETWEEN COUNTY OF SONOMA AND CITY OF SANTA ROSA

This First Amendment to the Pre-Annexation Agreement between County of Sonoma and City of Santa Rosa ("Amendment") is made and entered into by and between the County of Sonoma ("County") and the City of Santa Rosa ("City") for the purpose of amending that certain Pre-Annexation Agreement Between County of Sonoma and City of Santa Rosa dated as of December 20, 2016 ("Agreement"). County and City are sometimes referred to hereinafter collectively as the "Parties."

RECITALS

WHEREAS, the Parties entered into the Agreement for the purpose of setting forth terms and conditions for the proposed annexation of the Roseland Annexation Area, including financial terms; and

WHEREAS, the Parties have subsequently discovered that one of the data points in the Agreement was incorrect and now desire to include the correct data point via this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Exhibit E. Exhibit E to the Agreement is hereby modified by deleting the $533,689 Sales Tax figure set forth in the table contained in Section 2 of said Exhibit E and replacing it with "$547,171" (the "Revised Sales Tax Base). The Revised Sales Tax Base figure shall replace the existing sales tax figure for all purposes in the Agreement.

2. Capitalized Terms. Any capitalized term not herein defined shall have the meaning ascribed to it in the Agreement.

3. Except to the extent the Agreement is specifically amended or supplemented by this Amendment, the Agreement, together with all exhibits, is and shall remain in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate, or otherwise affect any of provision of the Agreement or any right of the Parties arising thereunder.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have each executed this Amendment on this _____, 2017.

COUNTY OF SONOMA, a municipal corporation of the State of California

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____
County Counsel

CITY OF SANTA ROSA, a municipal corporation of the State of California

_____
Mayor

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

PRE-ANNEXATION AGREEMENT BY AND BETWEEN COUNTY OF SONOMA AND CITY OF SANTA ROSA

THIS PRE-ANNEXATION AGREEMENT ("Agreement"), is entered into by and among the COUNTY OF SONOMA ("County"), and the CITY OF SANTA ROSA ("City") (each may be referred to as a "Party" and collectively as the "Parties" herein).

Recitals

1. City and County both consider the annexation ("Annexation") of the Roseland Annexation Area ("Roseland Annexation Area") into the City to be a top priority.

2. The County's mission is to strengthen the resiliency of the Roseland Annexation Area and the immediately surrounding areas (the "Southwest Santa Rosa Community"), particularly including the facilitation of the annexation process of unincorporated islands. This will be accomplished by applying the values of equity and justice to services and infrastructure needed and provided.

3. The City adopted principles to guide the Annexation process as follows: (1) new residents will receive the same level of services as existing residents, and (2) existing service levels to current residents will not be reduced in order to provide services to the Roseland Annexation Area.

4. On October 23, 2014, City and County entered into a Memorandum of Understanding ("MOU") whereby the Parties agreed to establish a joint committee to discuss and develop a pre-annexation agreement addressing the cost sharing and other commitments necessary to successfully annex the Roseland Annexation Area.

5. As part of its commitment to strengthening the resiliency of the Southwest Santa Rosa Community, County has made significant contributions to this area including:

   (a) The Department of Health Services has provided the Southwest Santa Rosa Community with vital health and human services including direct health care services, nutrition education and physical activity programs, substance abuse prevention services, environmental health services, animal services, communicable disease control support and mental health services;

   (b) The Probation Department has invested considerable resources on upstream risk prevention and intervention at Southwest Santa Rosa high schools, has increased access to probation services to enable residents to comply with probation terms, and focused on increasing skill-building and pro-social activities in the community to contribute to increasing resiliency;

   (c) The Sheriff's Department has focused on youth gang intervention services in the Southwest Santa Rosa Community, which has helped to reduce gang violence;

(d) The Regional Parks Department has constructed substantial park infrastructure and invested in outdoor recreational services for the Southwest Santa Rosa Community including constructing and maintaining 7 miles of Class I bike trails between the Joe Rodota Trail and the Colgan Creek Trail, the Rodota to Hearn section of the SMART trail, and creating over 2 miles of multiuse pathway on the Laguna de Santa Rosa Trail. In addition, the County has purchased the Moorland area park and completed a Master Plan, with construction set to commence in Fall 2016;

(e) The Department of Transportation and Public Works has invested nearly $3 million to provide extensive road improvements to portions of the Southwest Santa Rosa road network including a large portion of Sebastopol Road, and to improve driver and pedestrian safety, focusing particularly on school areas;

(f) The Sonoma County Community Development Commission has invested considerable resources into affordable housing infrastructure and homeless services in the Southwest Santa Rosa Community.

6. In addition to the County's investments noted above, the Sonoma County Agricultural Preserve and Open Space District has and continues to assist City and County in purchasing and developing park lands and open space in the Southwest Santa Rosa Community through the District's Matching Grant program, including grants of $3.8 million for the Roseland Creek Community Park, $1.5 million for Bayer Farm, $3 million for Colgan Creek Park, $466,000 for Moorland Park, $500,000 for Roseland Village and $300,000 for the SMART Pathway.

7. The Parties have determined certain figures related to the financial effects of Annexation, including:

(a) Upon Annexation, the County estimates that County will experience decreased revenues of approximately $1.9 million annually from property tax, sales tax, franchise fees, and other revenues that will be transferred to City. Due to the size and nature of the islands and County services that will continue after Annexation, the County does not expect this loss to be fully offset by reduced costs;

(b) Upon Annexation, the City estimates that City will receive increased revenues of approximately $2.56 million annually from property tax, sales tax, utility user tax, franchise fees, and other revenues;

(c) Upon Annexation, the City estimates that City will incur $1.3 million in one-time costs to begin providing services to the Roseland Annexation Area;

(d) Upon Annexation, the City estimates that City's annual operational costs will increase by approximately $3.3 million to meet the needs of the residents of the Roseland Annexation Area.

(e) Upon Annexation, the City estimates that City would incur one-time capital expenses if it were to undertake desired improvements to the Roseland Annexation Area including $18.5 million in transportation related infrastructure for pavement, lighting and complete street

improvements, and $13 million to improve, complete and make open to the public the Roseland Creek Community Park.

8. In order to facilitate the Annexation and provide the resources necessary for the City to provide essential services to the Roseland Annexation Area, County will share with City costs, revenues, the provision of services, and the building of infrastructure in the Roseland Annexation Area. Collaborating on grant applications, community engagement, service delivery, and infrastructure projects will be crucial to accomplishing the mission with the available resources.

9. Revenue and Taxation Code Section 99(d) allows for a city and county to adopt a master property tax transfer agreement to govern the adjustment in allocation of property taxes required to accompany any jurisdictional change pursuant to Revenue and Taxation Code Section 99.

10. City and County adopted such a master property tax transfer agreement as stated in the Sonoma County Board of Supervisors Resolution Establishing Procedures for Property Tax Exchanges Occasioned by City and Special District Annexations, Resolution No. 89-0270, dated February 7, 1989 ("Master Tax Exchange Agreement"), attached hereto as Exhibit A.

11. County recognizes that, due to special circumstances in the Roseland Annexation Area, the property tax share that City will receive under the Master Tax Exchange Agreement will be insufficient for City's ongoing provision of services in the Roseland Annexation Area. These special circumstances include, but are not limited to, the large size of the Roseland Annexation Area and the historic challenge of attracting private investment in the Roseland Annexation Area.

12. Rather than amend the Master Tax Exchange Agreement, which has governed city and special district annexations in Sonoma County since 1989 and which the Parties intend to remain effective, the Parties have agreed that County will annually pay City an amount equal to the amount the City would have received under an amendment to the Master Tax Exchange Agreement.

13. The purpose of this Agreement is to provide for cost-sharing among City and County to ensure the City has the capacity to provide the necessary services to the Roseland Annexation Area and to further ensure more efficient provision of municipal services to the Roseland Annexation Area upon Annexation. The Parties have determined that Annexation would benefit the City, County and the Roseland Annexation Area. Policies of the LAFCO, as defined below, favor the annexation of unincorporated areas so as to encourage the orderly and efficient provision of municipal services. Subject to receipt of the contributions and revenue sharing by the County as set forth in this Agreement, City has the capacity to provide all required municipal services to the Roseland Annexation Area. It is anticipated that the Annexation will also be of a long term economic benefit to City, including increased property and sales tax revenues.

14. City shall act as lead agency for the Roseland Annexation Area reorganization and shall be responsible for preparation of an environmental impact report under the California

Environmental Quality Act "CEQA"), and County recognizes that it will act as a responsible agency pursuant to CEQA.

Agreement

1. Definitions. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) "Annexation" means the annexation of the Roseland Annexation Area to the City of Santa Rosa, which will be effective as of the Effective Date.

(b) "ACTTC" means the Sonoma County Auditor-Controller Treasurer-Tax Collector.

(c) "Property Tax Assessed Values" means the taxable assessed values including homeowner's exemptions as presented in the State Board of Equalization Final Utility Roll and the County Assessor's Certified Roll.

(d) "City" means the City of Santa Rosa, California.

(e) "Council" or "City Council" means the Santa Rosa City Council.

(f) "County" means the County of Sonoma.

(g) "Effective Date" means the date of recordation of the LAFCO Executive Officer's Certificate of Completion for the Roseland Annexation Area reorganization.

(h) "LAFCO" means the Sonoma County Local Agency Formation Commission.

(i) "Proceeding" means any threatened, pending, or compiled claim, cause of action, civil liability, action, suit, arbitration, alternate dispute resolution process, investigation, administrative hearing, appeal or any other proceeding, whether civil, criminal, administrative, investigative or any other type whatsoever.

(j) "Roseland Annexation Area" means the approximately 714 acres of unincorporated area in southwest Santa Rosa known as Roseland and immediately surrounding areas. The legal description of the Roseland Annexation Area is set forth on Exhibit B, and a depiction of the Roseland Annexation Area is set forth on Exhibit C. Both Exhibits B and C will be attached to this Agreement once they are finalized through the LAFCO process. Attached as Exhibit D is a map representing the Roseland Annexation Area as agreed upon by the Parties.

(k) "Roseland Tax Code" means the Roseland Elementary School District Tax Code 31600, which currently represents 71% of the total Property Tax Assessed Value of the parcels in the Roseland Annexation Area, along with parcels already within the jurisdictional boundaries of the City of Santa Rosa.

2. Property and Sales Tax Exchange.

(a) Upon the Effective Date, the property taxes generated from the Roseland Annexation Area will be exchanged in the same proportions as set out in the Master Tax Exchange Agreement, including City receipt of the property tax share generated from the Roseland Annexation Area of the Roseland Fire Protection District, Rincon Valley Fire Protection District, CSA #41 Roseland Lighting, and CSA #41 Multiple Services.

(b) Upon the Effective Date, the local sales tax share generated from the Roseland Annexation Area will be split in the same proportions as set out in the Master Tax Exchange Agreement.

(c) In lieu of revising the Master Tax Exchange Agreement, County shall make an annual payment to City in an amount equal to $226,400, as annually adjusted, which payment shall continue in perpetuity subject to the provisions of this Agreement ("Revenue Sharing Payment"). This initial dollar figure is a baseline amount to be adjusted annually based on the percentage change in annual Property Tax Assessed Values in the Roseland Tax Code over the prior year beginning with the base year property tax represented on Exhibit E, attached hereto and made part of this Agreement.

(d) Each year on or before September 15th, County shall provide to City the Property Tax Assessed Values within the Roseland Tax Code as certified by the ACTTC, and City will utilize this information to calculate the percentage change as compared to the prior year's Property Tax Assessed Values in the Roseland Tax Code beginning with the base year property tax represented on Exhibit E, attached hereto and made part of this Agreement, and apply that number to the payment amount made in the immediately preceding fiscal year to determine the amount of the Revenue Sharing Payment due from County to City hereunder.

(e) County will issue the initial Revenue Sharing Payment to City within sixty (60) days of the Effective Date. Thereafter, City will invoice County in October each year for the Revenue Sharing Payment due based on the calculation hereunder. The ACTTC will provide a verification of the amount provided in the invoice within 10 business days of the invoice. The County shall distribute the Revenue Sharing Payment to City within fifty (50) days following ACTTC verification of the Revenue Sharing Payment.

(f) Either Party may notify the other Party in writing of its desire to amend this Section 2 of this Agreement, and provide a proposal for such amendment that is reasonably anticipated as closely as possible to result in the Revenue Sharing Payment amount being representative of the Parties' intent upon entering into this Agreement ("Notice"), if any of the following occur: (1) the AB 8 apportionment formula is amended, whether by legislative or judicial action, in such a way that would effect a material change to the amount of revenue received by City from the Roseland Annexation Area; (2) the ACTTC is no longer able to determine the Property Tax Assessed Values within the Roseland Tax Code; (3) the Roseland Tax Code no longer represents at least 60% of the total Property Tax Assessed Value of all the assessed parcels in the Roseland Annexation Area; or (4) either Party has completed a financial analysis of the Property Tax Assessed Values in the Roseland Tax Code as compared to the Property Tax

Assessed Values in the Roseland Annexation Area (but not more frequently than every ten years from the Effective Date) which demonstrates a more than ten percent discrepancy in the average annual change between areas.

(g) Within 30 days of Notice, County and City staff shall meet and confer in good faith in a reasonable attempt to amend this Agreement to resolve the noticed issue. Where the issue involves the Roseland Tax Code, the Parties will agree upon a new tax code(s) or tax rate areas or a combination of both that represents no less than 60% of the total Property Tax Assessed Value of the parcels in the Roseland Annexation Area to be used in determining the percentage change in Property Tax Assessed Values over the prior fiscal year beginning with the base fiscal year as determined in Exhibit E. Multiple meetings may be reasonably required under the meet and confer process, provided that the meet and confer process shall be completed within six months of Notice, unless extended in writing by the Parties. If the Parties are unable to resolve the issue through the meet and confer process within six months of Notice, or as agreed upon by the Parties in writing, the Parties agree to retain an agreed-upon neutral mediator and participate in at least five hours of mediation to resolve the issue. The Parties will use best efforts to resolve this issue through mediation and will share equally in the costs of the mediation. Should the issue not be resolved through mediation, then either Party may file an action for declaratory relief in Sonoma County Superior Court. Should a payment become due under this Agreement after Notice but before an amended Agreement is executed, County shall provide the City with a payment equal to the amount provided in the prior year.

3. One-Time Costs. To share in the City's estimated $1.3 million start-up cost of Annexation, County will provide funding in the amount of $790,000 within 60 days of the Effective Date.

4. Annual Costs.

(a) To share in the City's estimated $3.3 million annual operating cost of Annexation, County will provide funding to City in the amount of $500,000 per year for ten years, to be adjusted annually as provided for in Section 4(b) ("Cost Sharing Payment").

(b) After the first year's Cost Sharing Payment of $500,000, the amount of the Cost Sharing Payment will be adjusted annually to reflect changes in City operating costs attributable the Roseland Annexation Area as well as any changes in specific revenue streams actually received by City, as more specifically set forth in Exhibit E. The Cost Sharing Payment as adjusted each year shall be the baseline for adjustments in each following year. The Cost Sharing Payment may increase or decrease in any given year depending upon changes in City's revenues and costs, but in no event will the Cost Sharing Payment exceed $500,000 in any given year.

(c) The first year's payment will occur within 60 days of the Effective Date. For the remaining nine years, City shall submit an invoice to County for the annual payment in October of each year along with its calculation and documentation for determining the amount of the Cost Sharing Payment, and County shall pay said amount within sixty (60) after receipt of said invoice.

5. Transportation Infrastructure.

(a) To share in the City's estimated $18.5 million transportation infrastructure cost of Annexation, County will provide funding in the amount of $6.62 million, provided in equal annual installments of $662,000 over a 10-year period ("Transportation Payment"), to cover the estimated cost of pavement improvement projects in the Roseland Annexation Area, which projects may include asphalt paved walkways on the shoulders to enhance pedestrian connectivity and required ADA upgrades. City will be responsible for selection and completion of the projects in a timely manner.

(b) The first year's payment will occur within 60 days of the Effective Date, but not earlier than July 1, 2017, and each subsequent Transportation Payment shall be issued to City no later than sixty (60) days after July 1st of each of the following nine years until the total $6.62 Million Dollars is paid to City in full.

(c) On or before October 15th of each year in which City receives a Transportation Payment, City shall submit to County a report of the expenditures made with the funds provided under this Section or the planned projects with budget and planned schedule. This report is intended for County verification that these funds are spent solely for pavement improvement related projects within the Roseland Annexation Area, which projects may include asphalt paved walkways on the shoulders to enhance pedestrian connectivity and required ADA upgrades.

(d) In order to address the possibility that City may seek financial contribution from residents within the Roseland Annexation Area for the infrastructure improvements identified in this Section that might supplant anticipated contributions from City, during the 10 year period following the Effective Date, either party may notify the other Party in writing ("Infrastructure Financing Notice") of its desire to reopen negotiations about the amount of the Transportation Payment provided for in this Section if a financing district -- including but not limited to an assessment district, community facilities district, infrastructure financing district, or enhanced infrastructure financing district but excluding any district formed in connection with any subdivision approval or other new development -- is created for the purpose of financing pavement improvements, which may include asphalt paved walkways on the shoulders to enhance pedestrian connectivity and required ADA upgrades, if at least 50% of the geographic area of the financing district is within the Roseland Annexation Area. There shall be no right to reopen negotiations under this subsection if there is a documented need for pavement improvements in the Roseland Annexation Area that is at least 30% above the Transportation Payments amount provided for in this Section. The Party providing Infrastructure Financing Notice shall also provide a proposal for such amendment that is reasonably anticipated as closely as possible to result in the Transportation Payment amount being representative of the Parties' intent upon entering this Agreement. Within 30 days of Infrastructure Financing Notice, County and City staff shall meet and confer in good faith in a reasonable attempt to determine whether or not any amendment to the Agreement is warranted based on the above stated purpose of this subsection. Multiple meetings may be reasonably required under the meet and confer process, provided that the meet and confer process shall be completed within six months of Infrastructure Financing Notice, unless extended in writing by mutual agreement of

the Parties. If the Parties are unable to resolve the issue through the meet and confer process within six months of Infrastructure Financing Notice, or as otherwise agreed upon by the Parties in writing, the Parties agree to retain an agreed-upon neutral mediator and participate in at least five hours of mediation to resolve the issue. The Parties will use best efforts to resolve this issue through mediation and will share equally in the costs of the mediation. Should a payment become due under this Agreement after Infrastructure Financing Notice but before an amended Agreement is executed, County shall provide the City with a payment equal to the amount provided in the prior year. If after mediation, the Parties are unable to agree to amend the Transportation Payment amount as provided for in this section, the Transportation Payment amount shall remain unchanged.

6. Affordable Housing. County will transfer Regional Housing Needs Assessment (RHNA) credits to City for the Crossroads, Roseland MarketPlace, and Paseo Vista Projects as follows:

   (a) Crossroads: 80 affordable units (rental);

   (b) Roseland Village Neighborhood Center: 70 affordable units (rental) and 100 market rate units (rental);

   (c) Paseo Vista: 31 affordable units (rental) and 135 market rate units (for sale).

7. Continued County Investments. County will continue to make the following investments in the Southwest Santa Rosa Community subsequent to Annexation:

   (a) The County will continue to invest in Southwest Santa Rosa Community health and human services, including direct health care services, nutrition education and physical activity programs, substance abuse prevention services, environmental health services, animal services, communicable disease control support and mental health services.

   (b) The County's Economic Development Board will continue to invest in the provision of assistance services in the Southwest Santa Rosa Community directed toward encouraging the startup, retention and expansion of local businesses and jobs, the creation of new jobs and employment opportunities, and the diversification of economic activity in the area.

   (c) The County will continue to invest in homeless services to serve the needs of the Southwest Santa Rosa Community through supporting affordable housing, emergency shelters, protective services, and the expansion of outreach programs.

   (d) The County shall complete scheduled pavement improvements to Corby and Dutton Avenues not later than December 2021.

   (e) The County will work cooperatively with the City in locating matching funds to fulfill a grant from the Sonoma County Agricultural and Open Space District towards acquisition of the remaining parcel necessary to complete the Roseland Creek Community Park.

8. South Park Sanitation District. Notwithstanding the Amended and Restated Agreement Regarding South Park County Sanitation District Operations and Transfer to the City of Santa Rosa, dated June 26, 2012 between the South Park County Sanitation District ("Sanitation District") and City, the Parties acknowledge that the Sanitation District and City continue to discuss the disposition of the Sanitation District and that the Annexation will have no impact on the current operations, management, or disposition of the Sanitation District. The Parties further agree that nothing in this Agreement shall be construed to terminate, supersede, void or in any way affect the continued enforceability of that certain Agreement Regarding Dissolution of South Park County Sanitation District and Investigation and Cleanup of HVOC Plume in Roseland Area made and entered into by and between the Parties as of June 27, 2000.

9. Housing Authority. The Santa Rosa Housing Authority and the Sonoma County Housing Authority have entered into two separate agreements, the Memorandum of Understanding Between Santa Rosa Housing Authority and Sonoma County Housing Authority Regarding Administration of Section 8 Project Based Vouchers for Crossroads Apartments within the Roseland Annexation Area, dated July 15, 2016, and the Memorandum of Understanding Between Santa Rosa Housing Authority and Sonoma County Housing Authority Regarding Administration of Section 8 Vouchers for Households Residing in Properties within the Roseland Annexation Area, dated July 15, 2016, governing the transition of administration authority and responsibility for the U.S. Department of Housing and Urban Development Section 8 Housing Choice Voucher Program rental housing assistance to households residing in properties that are located in the Roseland Annexation Area. The City and County agree that the transition of vouchers shall be administered as set forth in those agreements.

10. Records; transfer of assets. The County and City shall use their best efforts to transfer property documents promptly so as to minimize delays in development of projects. Records shall be transferred electronically to the greatest extent possible. The City and County further agree to work cooperatively to determine and document, as appropriate, the transfer of any assets from the County to the City upon Annexation. The Parties hereby agree that the Joe Rodota Trail will remain a County asset and will continue to be maintained by the County.

11. Liability for Existing Conditions within the Roseland Annexation Area. Except where liability is already governed by an existing agreement between the Parties, for the 10 year period following the Effective Date, the County shall continue to be liable for and shall defend, indemnify and hold harmless, City and its officers, agents, employees and volunteers from any and all actions, claims, lawsuits, administrative proceedings, arbitrations proceedings, regulatory proceedings, damages, disabilities, liabilities and expenses, including but not limited to all costs of litigation incurred in the defense of claims as to which this indemnity applies, whether arising from personal injury, regulatory noncompliance, property damage or economic loss of any type that may be asserted by any person or entity including the County, its officers, agents, employees or volunteers, solely arising out of or in connection with hazardous materials, contamination, design flaws or dangerous conditions, to the extent the action, claim, lawsuit, administrative proceeding, arbitration proceeding, regulatory proceeding, damage, injury, regulatory noncompliance, property damage, economic loss, disability, liability or expense is based on (1) hazardous materials and/or contamination that existed within the Roseland Annexation Area as of the Effective Date but only to the extent

that prior to the Effective Date, County had actual or constructive knowledge of and a duty to remediate the same, (2) a design flaw that existed within the Roseland Annexation Area as of the Effective Date so long as the same remains unaltered or modified by City, or (3) a dangerous condition of public property that existed within the Roseland Annexation Area as of the Effective Date but only to the extent that prior to the Effective Date, County had actual or constructive knowledge of the dangerous condition and a reasonable period of time to maintain, remediate or repair the same. For purposes of this provision, County will not be deemed to have actual or constructive knowledge of any hazardous materials, contamination or dangerous condition based in part or whole on any information City provided to County from November 10, 2016 through the Effective Date unless a third party provided that information to City.

12. Roseland Annexation Area Identity.

(a) City and County will use their best efforts to maintain the identity of the Roseland Annexation Area.

(b) City will not change any current Roseland Annexation Area street names and addresses except as necessary for public safety purposes.

13. Enforceability

a) Default. Subject to Section 13(b), failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 13(b), and the Party in Default fails to cure such Event of Default within the applicable cure period.

b) Procedure Regarding Defaults.

i. Notice Required. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

ii. Right to Cure. The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be deemed by the Complaining Party to be reasonably necessary to correct the matter).

iii. Delay not a Waiver. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any Event of Default shall not operate as a waiver of any Event of Default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

iv. Time to Cure. If an Event of Default occurs, prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such Event of Default in accordance with Section 13(d) below. If the Default is reasonably capable of being cured within thirty (30) days of the Party in Default's receipt of such written notice, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged Default is such that it cannot practicably be cured within such 30 day period, the cure shall be deemed to have occurred within such 30 day period if (i) the cure is commenced at the earliest practicable date following receipt of the notice; (ii) the cure is diligently pursued to completion at all times thereafter; (iii) at the earliest practicable date (in no event later than 30 days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30 day period; and (iv) the cure is completed at the earliest practicable date. In no event shall the Complaining Party be precluded from exercising remedies if a Default is not cured within one hundred eighty (180) days after the first notice of default is given.

v. Termination of Agreement. If a Party in Default fails to cure an Event of Default in accordance with the foregoing, the Complaining Party, at its option, may terminate this Agreement, and/or institute legal proceedings pursuant to this Agreement.

c) Institution of Legal Action. Subject to notice of default and opportunity to cure provided above, in addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation hereof, or to obtain any other remedies consistent with this Agreement.

14. Local Debt Limit. Should a court determine that the payments under Sections 2(c), 4(a), and/or 5(a) constitute County-issued debt made in violation of California Constitution Article XVI, Section 18, then the Parties agree that such payments are made in satisfaction of their obligations under Revenue and Taxation Code Section 99. The payments will remain as annual lump sum payments made separately from the ACTTC's AB 8 allocation process.

15. LAFCO Conditions of Annexation. The Parties will jointly request that LAFCO include the payments required under Section 2(c), 4(a), and 5(a) as conditions of annexation.

16. Notices. All notices or other communications required hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service), or sent by registered or certified mail, postage prepaid, return receipt required, or by electronic facsimile transmission followed by delivery of a "hard" copy, and shall be deemed received on the date

of receipt thereof. Unless otherwise indicated in writing, such notice shall be sent addressed as follows:

If to the City:

City Manager
City of Santa Rosa 100 Santa Rosa Ave
Santa Rosa, California 95404

With a copy to:

City Attorney
City of Santa Rosa 100 Santa Rosa Ave
Santa Rosa, California 95404

If to the County of Sonoma:

County of Sonoma County Administrator 575 Administration Dr. Suite 104A
Santa Rosa, Ca 95403

With a copy to: County Counsel
575 Administration Dr. Room 105A
Santa Rosa, Ca 95403

17. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

18. Time of Essence. Time is of the essence for each provision of this Agreement of which time is an element.

19. Modification, Amendment or Extension. Subject to any notice and hearing requirements imposed by law, this Agreement may be modified, amended and/or extended from time to time by mutual written consent of the City and County.

20. Conflict with State or Federal Laws. Except as provided in Section 2(f) and 2(g), in the event that state or federal laws or regulations enacted after this Agreement has been entered into prevent or preclude compliance with one or more provisions of this Agreement, (a) the party prevented from performance shall provide the other party with written notice of such state or federal restriction and a statement of the conflict with the provisions of this Agreement, and (b) County and the City staff shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Agreement, but only to the minimum extent necessary to comply with such federal or state law or regulation.

21. Indemnity. Except as otherwise expressly set forth in this Agreement, each Party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and

employees, from and against any and all claims, loss, Proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees in performance of this Agreement. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

22. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and referring expressly to this Section. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence or event.

23. Successors and Assigns. Except as expressly provided to the contrary in this Agreement, the burdens and obligations of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement and all successors in interest to the Roseland Annexation Area or any portion thereof or any interest therein, and shall be covenants running with the land.

24. Governing State Law. This Agreement shall be construed in accordance with the laws of the State of California.

25. Covenant of Good Faith and Fair Dealing. No Party shall do anything which shall have the effect of harming or injuring the right of the other Party to receive the benefits of this Agreement.

26. Further Assurances. The Parties to this Agreement shall cooperate with and provide reasonable assistance to the other Parties to the extent contemplated in the performance of all obligations under this Agreement and the satisfaction of the conditions of the Agreement.

27. Section Headings. All Article and Section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

28. Enforced Delay (Force Majeure).

(a) Force Majeure Defined. In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, enactment of conflicting state or federal laws or regulations (but only if the party claiming delay complies at all times with the provisions of this Agreement pertaining to such conflicting laws), litigation brought by any third party (not a party to this Agreement), or similar bases for excused performance due to causes beyond the control of and without the fault of the party claiming an extension of time to perform.

(b) Notice Requirement. An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other parties within thirty (30) days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) days after it obtains actual knowledge of the event. Times of performance under this Agreement may also be extended in writing by the City.

29. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement, as so invalidated, would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Agreement and/or the rights and obligations of the parties hereto.

30. Interpretation. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has independently reviewed this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

31. Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original and all of which when taken together shall constitute one and the same instrument.

32. Entire Agreement. This Agreement consists of (21) pages and exhibits (designated "A" through "E"), which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have each executed this Agreement on December 20th, 2016.

COUNTY OF SONOMA, a municipal corporation of the State of California

Chair, Board of Supervisors ATTEST:

Clerk of the Board of Supervisors

CITY OF SANTA ROSA, a municipal corporation of the State of California

Mayor

City Clerk

APPROVED AS TO FORM:

County Counsel

APPROVED AS TO FORM:

City Attorney

Attachments:

Exhibit A – Master Tax Exchange Agreement
Exhibit B – Legal Description of the Roseland Annexation Area
Exhibit C – Depiction of the Roseland Annexation Area
Exhibit D – Map of the Roseland Annexation Area
Exhibit E – Cost Sharing Payment Adjustments

EXHIBIT A

HE WITHIN INSTRUMENT IS A CORRECT
OPY OF THE ORIGINAL ON FILE IN
IS OFFICE.

ATTEST: FEB 9 1989
STEVE T. LEWIS, County Clerk &
ex-officio Clerk of the Board of Supervisors
of the State of California, in and for the County
of Sonoma. By _____, Deputy

Resolution No. 89-0270

Administration Building
Santa Rosa, California 95403

Date 2-7-89

RESOLUTION OF THE COUNTY OF SONOMA,
STATE OF CALIFORNIA, ESTABLISHING PROCEDURES
FOR PROPERTY TAX EXCHANGES OCCASIONED BY CITY AND
SPECIAL DISTRICT ANNEXATIONS

WHEREAS, Assembly Bill No. 8 of the 1979 Legislative Session was enacted into law by Chapter 282, Stats. 1979, said legislation including Chapter 6 of Part 0.5 "Implementation of Article XIIIA of the California Constitution" in the Revenue and Taxation Code of the State of California; and

WHEREAS, Section 99 of said Chapter 6, Part 0.5, requires that negotiations be accomplished for property tax exchanges on the occasion of city or special district annexations, designated in such legislation as "jurisdictional changes"; and

WHEREAS, the County of Sonoma and the eight cities in Sonoma County have previously adopted blanket agreements for property tax exchanges occasioned by city annexations in order to facilitate orderly and expeditious jurisdictional changes; and

WHEREAS, the cities and County executed an agreement in 1984 regarding distribution of sales tax within cities' incorporated territory; and

WHEREAS, the cities and County have negotiated pursuant to that agreement and have not changed the present sales tax distribution; and

WHEREAS, the Sonoma County Board of Supervisors and the City Councils of the eight cities in the County wish to amend said agreement for property tax exchanges.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Sonoma to apply the following procedures in property tax exchanges occasioned by city and special district annexations:

a. Annexations which involve no transfer of service responsibilities from one jurisdiction to another will not, unless otherwise stipulated by the Board of Supervisors, require an exchange of property tax revenues.

b. Agencies will receive no apportionment of property tax revenues from areas entirely detached from the agencies unless otherwise stipulated by the Board of Supervisors.

c. In the case of city annexations, the following formula will be applied except as might be amended by Sections d or e below:

1. Within the annexed area the County will receive a percentage share equal to the highest percentage share within any tax code area of the city, except as provided in paragraph 2 below.

2. The city will receive a percentage share equal to the sum of shares of special districts from which the area would be detached, and which have service responsibilities that would be transferred to the city, plus the difference between the County share in the annexed area and the highest percentage share received by the County within any tax code area of the city plus such additional share from the County General Fund as required to increase the city share to 75% of the highest city share within the city.

d. If the County percentage share in the annexed area prior to any exchange is less than the highest County percentage share in any tax code area within the city, then the County share in the annexed area will remain unchanged unless the county share is reduced by the provisions of paragraph c.2. above. The purpose of this section is to prohibit an increase in the percentage share received by the County in any annexed area as a result of this tax exchange agreement.

e. The Board of Supervisors or the City Council of any annexing city may call for a separate and different tax exchange agreement for any annexation. If a separate agreement is called for by the Board of Supervisors or a City Council, then written notification of such determination shall be given to the other affected agency prior to completion of proceedings on the annexation by the Local Agency Formation Commission.

BE IT FURTHER RESOLVED that this agreement for property tax exchanges shall apply for all city and special district annexations after February 7, 1989.

BE IT FURTHER RESOLVED that this resolution shall become effective only when and if the Board of Supervisors and all City Councils of the eight cities in the County pass resolutions agreeing to the same procedure for tax exchanges contained in this resolution.

SUPERVISORS:

HARBERSON aye SMITH aye ESPOSTI aye CARPENTER aye NICHOLAS absent

AYES 4 NOES ____ ABSTAIN ____ ABSENT 1

SO ORDERED.

EXHIBIT B
(to be added upon annexation)

"Legal Description of the Roseland Annexation Area"

EXHIBIT C
(to be added upon annexation)

"Depiction of the Roseland Annexation Area"

Exhibit D

Roseland Annexation Area

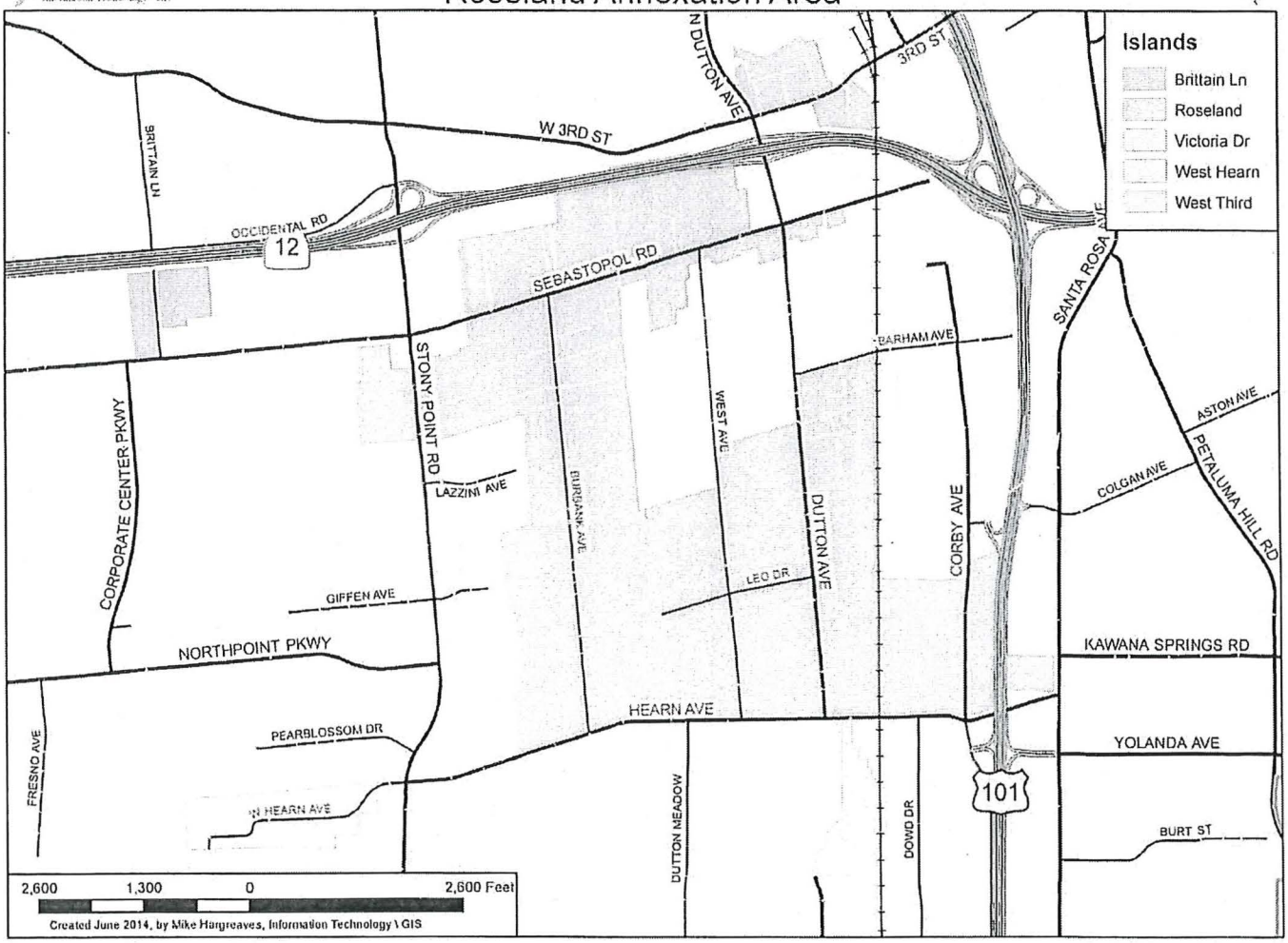


Exhibit E

1. For purposes of Section 2, the initial Revenue Sharing Payment amount shall be $226,400. The first year thereafter, the Revenue Sharing Payment amount shall be adjusted based on the annual change in the Property Tax Assessed Value for the Roseland Tax Code from Fiscal Year 2016-17 compared to the then current fiscal year, which shall be provided to City by County on or before September 15th and this change shall be applied to the $226,400 to determine the second year Revenue Sharing Payment Amount. Each year thereafter, the annual change to the Revenue Sharing Payment shall be determined based on the immediately prior year's Property Tax Assessed Value within the Roseland Tax Code as compared to the then current fiscal year's Property Tax Assessed Value, as provided by the County on or before each September 15th, subject to any revisions as set forth in Section 2(e) and (f) of this Agreement.

2. For purposes of Section 4(b), City's annual revenue changes will be determined based on revenue in the following categories, as herein described. The City will apply the percentage change from the base year revenue amount to determine the change in revenue for each of the following revenue sources. The base year revenue amounts are as follows:

Revenue Source	**Base Year Revenue FY 2015-16**
Property Tax	$209,329
Sales Tax	$533,689
Prop 172 Sales Tax	$47,495
Utility Users Tax	$368,350
Franchise Fees	$304,428
Fines and Forfeitures	$68,165

A. Property tax revenue: Property tax revenue change will be determined by adjusting the base year property tax revenue amount as shown above. The initial change will be determined by comparing the Property Tax Assessed Value for the Roseland Tax Code Area from FY 2015-16, which is $755,957,662, to the Property Tax Assessed Value for the Roseland Tax Code Area for the then current fiscal year. County shall provide City with the Property Tax Assessed Value for the Roseland Tax Code Area for each year subsequent to FY 2015-16 on or before each September 15th of each year. Each year thereafter, the annual change shall be determined based on the immediately prior year's Property Tax Assessed Value within the Roseland Tax Code Area as compared to the then current fiscal year's Property Tax Assessed Value, as provided by the County on or before each September 15th, subject to any revisions as set forth in Section 2(e) and (f) of this Agreement.

B. Sales tax revenue: After City and County agree upon the methodology to be used by City's sales tax auditor through County's verification of City's sales tax auditor's figures in the first year for which the change is calculated, City's sales tax auditor will use the agreed upon methodology to determine the actual annual sales tax revenue derived within the Roseland Annexation Area each year. The change in revenue will be determined based on the changes in revenue by comparing the Base Year Revenue to the then current fiscal year and continuing with an annual comparison of each of the following fiscal years to the immediately prior fiscal year. In the first year for which change is calculated, County shall provide to City the sales tax revenue number from the Roseland Annexation Area for fiscal year 2016-17 and any subsequent fiscal years until the State Board of Equalization accepts the City's sales tax auditor's non-disclosure agreement for the

annexed area.

C. Proposition 172 sales tax revenue: City will determine actual annual change in Proposition 172 sales tax revenue citywide each year commencing with the change in the Proposition 172 sales tax revenue for fiscal year 2015-16 as compared to the Proposition 172 sales tax revenue in the following fiscal year and continuing with an annual comparison of each of the following fiscal years to the immediately prior fiscal year.
D. Utility user tax revenue: City will determine actual annual change in utility user tax revenue citywide each year commencing with the change in the utility user tax revenue for fiscal year 2015-16 as compared to the utility user tax revenue for the following fiscal year and continuing with an annual comparison of each of the following fiscal years to the immediately prior fiscal year.
E. Franchise fee revenue: The City's revenues from gas, electric and cable franchise fees citywide will be utilized to calculate any change in Franchise Fee revenue. City will determine actual annual change in franchise fee revenue each year commencing with the change in the franchise fee revenue for fiscal year 2015-16 as compared to the franchise fee revenue for the following fiscal year and continuing with an annual comparison of each of the following fiscal years to the immediately prior fiscal year.
F. Fines and forfeiture revenue: City will determine the actual annual change in fines and forfeiture revenue citywide each year commencing with the change in the fines and forfeiture revenue for fiscal year 2015-16 as compared to the fines and forfeiture revenue for the following fiscal year and continuing with an annual comparison of each of the following fiscal years to the immediately prior fiscal year.

The change in revenue amounts in each of the above categories shall be used to adjust the Cost Sharing Payment amount. Increases in revenue shall be deducted from the Cost Sharing Payment amount, and decreases in revenue, if any, shall be added to the Cost Sharing Payment amount in order to determine the new Cost Sharing Payment amount each year after the initial year amount of $500,000.

Additionally, the City will determine its annual change in operating costs attributable to the Roseland Annexation Area based on the percentage change in the City's budgeted salary and benefits costs each fiscal year, excepting the costs for any new positions. The City will apply the percentage change in the budgeted salary and benefits each fiscal year commencing with 2016-17 to the base cost amount of $3,292,363 and the resulting amount will be used to further adjust the Cost Sharing Payment. For example, a four percent increase in the budget salary and benefits costs shall result in a positive adjustment of $131,694.52 to the prior year Cost Sharing Payment amount.

These figures assume that Annexation will occur in Fiscal Year 2016-17. Should Annexation occur in a future fiscal year, all amounts will be updated based on the methodology outlined in this Exhibit and applied at such time as City invoices County for the second year Cost Sharing Payment. In no event shall the initial Cost Sharing Payment amount be less than $500,000, and in no event shall the Cost Sharing Payment amount be greater than $500,000 in any given year.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 9
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: June 6, 2017

Vote Requirement: Majority

Department or Agency Name(s): Economic Development Board

Staff Name and Phone Number:
Ben Stone (707) 565-7170

Supervisorial District(s):
County-wide

Title: Consulting Contract for the Preparation of a Strategic Action Plan for the Comprehensive Economic Development Strategy

Recommended Actions:

Authorize the Economic Development Board Director to execute an agreement with Avalanche Consulting for preparation of the Strategic Action Plan for the Comprehensive Economic Development Strategy (Strategy), in an amount not to exceed $175,000.

Executive Summary:

Following a recent Request for Proposal (RFP) process, the Economic Development Board seeks to execute an agreement with the top candidate, Avalanche Consulting, to prepare a Strategic Action Plan which will serve to implement and evaluate the Comprehensive Economic Development Strategy (Strategy), which was adopted by the Board of Supervisors on 12/13/16.

Avalanche Consulting has broad experience in conducting the type of work that will be needed to form this plan, having recently completed similar economic development strategies for Charleston, South Carolina; Charlotte, North Carolina; Provo, Utah and other areas. Specifically, Avalanche was noted by its references and past clients to have key strengths in stakeholder and community engagement, which the EDB views as critical for the ongoing aspects of this plan.

Discussion:

In 2016, the Counties of Sonoma and Mendocino formed the Sonoma-Mendocino Economic Development District (SMEDD). Over the course of the year, the partnership created a multi-year economic development planning effort for the region – known as a Comprehensive Economic Development Strategy (Strategy). The Strategy outlines four themes, 1) Economic Diversification, 2) Human Capital, 3) Innovation and Entrepreneurship, and 4) Inclusive Economic Development.

Though the Strategy outlines several strategies for Sonoma and Mendocino Counties related to the above themes, further work remains to prioritize and refine those strategies for execution. The EDB has formed a partnership with the Workforce Investment Board (WIB) and the Santa Rosa Junior College (SRJC) to further refine and prioritize Strategy-related actions that are of specific importance to Sonoma County, its economy, workforce, and residents. As the EDB does not have the expertise or capacity to complete this work in-house, a Request for Proposals (RFP) seeking qualified consultants for the development of a CEDS Action Plan was issued on March 20, 2017.

Five firms submitted proposals. They include the following:

Applied Development Economics (Walnut Creek, CA)
Avalanche Consulting (Austin, TX)
Market Street Services (Atlanta, GA)
The Natelson Dale Group (Yorba Linda, CA)
TIP Strategies (Austin, TX)

Among the five, Avalanche Consulting was chosen by a committee comprised of county employees, an EDB Board member, representatives from the WIB and SRJC, as well as the Sonoma County Office of Education.

Avalanche Consulting has broad experience in conducting the type of work that will be needed to form this plan, having recently completed similar economic development strategies for Charleston, South Carolina; Charlotte, North Carolina; Provo, Utah and other areas. Specifically, Avalanche was noted by its references and past clients to have key strengths in stakeholder and community engagement, which the EDB views as critical for the ongoing aspects of this plan.

Avalanche Consulting will provide the following under this agreement:

Stakeholder engagement:

- Economic Development Board staff will form an informal advisory group composed of industry, education and community leaders to give the Consultant input during the course of this Agreement and prepare recommendations for the Director of the Economic Development Board. Avalanche Consulting will meet with the advisory group four times during the course of the Agreement. The meetings will provide background on issues and concerns, synthesize perspectives, and set goals for the plan.
- 20 interviews with local leaders from the public and private sectors. Interviews will broaden the reach of stakeholder engagement beyond what is possible in the informal advisory group.
- 4 theme-specific focus groups, pertaining to the major themes included in the Strategy; human capital, economic diversification, innovation and entrepreneurship, and inclusive economic development.

Expansion of the economic analysis completed in the Mendocino-Sonoma Strategy

- A deeper look at the dynamics specific to Sonoma County's economy

- An analysis of key local industries

Identify and prioritize economic development issues

- Local, national and international trends, including cannabis legalization
- Revised Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis, building on previous work in the Strategy
- Prioritized strategic issues list

Re-evaluate "Clusters of Opportunity"

- An update of priority industries and strategies that support them
- Inventory of resources available to local industry (ex: business development, employee training, tax credits, incentives, etc.)
- Action plan outline

Develop Sonoma County Strategy Action Plan

- Build on the themes and actions identified in the Strategy to form a 5-year strategic plan to identify and prioritize actions and initiatives designed to maintain a ready workforce, strengthen Sonoma County's economic resilience, support increased innovation and entrepreneurship, and prioritize inclusive economic development.

Timeframe

Work is expected to commence in mid-June 2017. Stakeholder engagement and plan outline will be completed during summer-fall of 2017. A draft action plan will be reviewed by stakeholders in winter 2017, with a final draft delivered in January 2018.

Prior Board Actions:

3/7/2017 – The Board of Supervisors approved an item to authorize the Director of the Economic Development Board to execute a Memorandum of Understanding (MOU) with the Santa Rosa Junior College (SRJC) to provide $100,000 to the Economic Development Board to develop an Action Plan for the Comprehensive Economic Development Strategy (Strategy).

12/13/16 – The Board of Supervisors adopted a Resolution accepting the Sonoma-Mendocino Comprehensive Economic Development Strategy and endorsing the Sonoma-Mendocino Economic Development District to apply to the U.S. Economic Development Administration (EDA) for Economic Development District designation.

12/08/2015 – Board approved agreement with Civic Analytics for consulting services related to Strategy development

11/14/2015 – Board approved JPA with the County of Mendocino to form the Sonoma-Mendocino Economic Development District

Strategic Plan Alignment Goal 3: Invest in the Future

The recommended action aligns with Strategic Plan Goal 3, "Invest in the Future". By prioritizing and further developing local actions included in the two-county strategy, and through partnerships with two major local workforce development organizations, the County will have an opportunity to improve competitiveness, help create jobs and foster economic growth.

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses	$80,000	$95,000	
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		$95,000	
Use of Fund Balance			
Contingencies			
Total Sources	**$80,000**	**$95,000**	

Narrative Explanation of Fiscal Impacts:

Funding for the $175,000 consultant agreement will come from: a current Memorandum of Understanding (MOU) with the Human Services Department - $80,000 to be encumbered in FY 16-17; an MOU with the Santa Rosa Junior College - $40,000 in FY 17-18; a donation from the Economic Development Board Foundation - $55,000 in FY 17-18. An additional $60,000 from the MOU with the Santa Rosa Junior College will fund an Extra-Help position to support the project in FY 17-18.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Agreement for Services with Avalanche Consulting
Related Items "On File" with the Clerk of the Board:

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated for convenience as of June 6, 2017 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Avalanche Consulting, Inc., a Texas corporation (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified economic development strategic planning firm, experienced in the preparation of economic development plans and related services; and

WHEREAS, in the judgment of the Sonoma County Economic Development Board, it is necessary and desirable to employ the services of Consultant to prepare an Action Plan specific to Sonoma County based on the existing Sonoma-Mendocino Comprehensive Economic Development Strategy.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A," the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters

of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid a not-to-exceed amount of $175,000 regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

A breakdown of costs used to derive the not-to-exceed amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in Exhibit B, attached hereto and incorporated herein by this reference.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State

of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from June 6, 2017 to January 1, 2018 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all_ reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County

terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure

of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to

County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are

not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Albert Lerma, Director Business Development

Sonoma County Economic Development Board
141 Stony Circle, Suite 110
Santa Rosa, CA 95401
Email: albert.lerma@sonoma-county.org
Phone: (707) 565-6428
Fax: (707) 565-7231

TO: CONSULTANT: Amy Holloway, President and CEO
Avalanche Consulting, Inc.
1101 Castle Court Street
Austin, TX 78703
Email: amy@avalancheconsulting.com
Phone: (512) 917-3815

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: AVALANCHE CONSULTING, INC.

By: Amy Holloway

Name: Amy Holloway

Title: President and CEO

Date: May 16, 2017

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: 5/17/17

By: _____
Director
Economic Development Department

Date: _____

- Additional topics will be explored, depending on findings.

b. Finalize Action Plan – includes two rounds of revisions for each report, with round one being an internal review by County staff and round two being feedback from the Advisory Committee. Two public meetings will be attended by Consultant to present the Action Plan to the public.

Deliverables:

A – Project Management
1) Project management guidebook
2) Communications package and project website
3) Interviews, focus groups, Advisory Group workshops (4), and Action Plan Public Meetings (2)

B – Sonoma County's Competitive Assessment
1) Data & Benchmarking Analysis
2) National & International Economic Trends Analysis
3) Revised SWOT Analysis
4) Prioritized Strategic Issues List

C – Sonoma County's Target Cluster Profiles
1) Industry Cluster Analysis
2) Industry Cluster Profiles
3) Industry Resources Inventory

D – Sonoma County's Strategic Action Plan
1) Vision, goals, and tactical recommendations
2) Implementation framework – timeline, task assignments, performance metrics
3) Presentations of final Action Plan

EXHIBIT B – BREAKDOWN OF COSTS

TASKS	AMOUNT ($)	EST. HOURS
PROJECT SET UP AND CLIENT COMMUNICATIONS	5,600	28
PROJECT INITIATION MEETING	2,400	12
STAKEHOLDER ENGAGEMENT		
All Meeting Prep, Facilitation, and Meeting Summaries	77,500	387.5
Advisory Group Meetings		
Public Meetings		
Interviews & Focus Groups		
Action Plan Public Presentations		
REFINE & EXPAND THE CEDS		
Information & Literature Review	1,600	8
Data & Benchmarking Analysis	12,000	60
Industry Cluster Analysis	4,800	24
IDENTIFY & PRIORITIZE ISSUES		
National & International Economic Trends Analysis	4,800	24
Revised SWOT Analysis	4,000	20
Prioritized Strategic Issues List	3,200	16
REEVALUATE CLUSTERS OF OPPORTUNITY		
Industry Cluster Profiles	6,400	32
Industry Resources Inventory	5,600	28
Action Plan Outline	4,800	24
DEVELOP CEDS ACTION PLAN		
Draft Action Plan	12,000	60
Finalize Action Plan	6,000	30
Travel expenses	10,000	
TOTAL	160,700	
Additional travel days as requested by County – per day, per senior staff	3,000	

TOTAL AGREEMENT NOT TO EXCEED $175,000

EXHIBIT C – INSURANCE

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance
   - **a.** Required if Consultant has employees as defined by the Labor Code of the State of California.
   - **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **d.** *Required Evidence of Insurance*: Certificate of Insurance.

   If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
   - **d.** County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the

performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance*:

i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Standards for Insurance Companies
Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

a. The Certificate of Insurance must include the following reference: CEDS Sonoma County Action Plan.

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, 141 Stony Circle, Ste. 110, Santa Rosa, CA 95401.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided

within thirty (30) days.

6. Policy Obligations
Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach
If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 10
(This Section for use by Clerk of the Board Only.)

To:	Sonoma County Board of Supervisors
Board Agenda Date:	June 6, 2017
Vote Requirement:	Majority
Department or Agency Name(s):	General Services / Health Services
Staff Name and Phone Number:	Marc McDonald, General Services: 707-565-3468 Michael Kennedy, Health Services: 707-565-5157
Supervisorial District(s):	
Title:	New Lease for Department of Health Services at 5350 Old Redwood Highway, Suite 600, Petaluma; and Lease Amendment at 1360 North McDowell Boulevard, Petaluma to support safety net services

Recommended Actions:

Authorize multiple actions relating to a new lease with Cornerstone Properties SA, LLC, for 6,361 square feet of office space, located at 5350 Old Redwood Highway, Suite 600, Petaluma for the purposes of providing clinical treatment and specialty mental health treatment services to south-County clients and extend the existing lease term at 1360 North McDowell Blvd. Petaluma to enable tenant improvements at the new location.

A. Authorize the General Services Director to execute a short-term lease amendment with Circle V Daytona, LLC, to extend the current lease term (which expires May 31, 2017 through January 31, 2018, at the current rental rate of $6,938 per month ($83,257 per year) ($1.86 per sq. ft.), for 3,736 sq. ft. of office space located at 1360 North McDowell Boulevard, Petaluma;

B. Authorize the General Services Director to execute a lease with Cornerstone Properties SA, LLC, for 6,361 sq. ft. of office space, located at 5350 Old Redwood Highway, Suite 600, Petaluma, for an initial rental rate of $10,496 per month ($125,948 per year) ($1.65 per sq. ft.), which is subject to adjustment as more particularly described in the lease, for an initial term of 10 years, with two, 5-year options to extend the term.

Executive Summary:

This matter involves a proposed new lease for the relocation of the Department of Health Services Behavioral Health Division program which is currently located in 3,736 sq. ft. of office space located at 1360 North McDowell Boulevard in Petaluma (the Current Premises) to a larger, 6,361 sq. ft. facility at 5350 Old Redwood Highway, Suite 600, Petaluma. In addition, staff seeks approval of a short-term, eight-month lease extension for the Current Lease to allow time for construction of the tenant

improvements needed for the new location. Health Services provides behavioral health outreach services and also partners with community-based organizations such as the Goodwill Industries of the Redwood Empire to provide services to its clients residing in the south Sonoma County area.

The New Premises will provide a larger facility to accommodate Health Services and its community partners (such as Goodwill Industries), and will provide a space for the community stakeholders to conduct meetings and provide services. The New Premises are easily accessible from Highway 101, public transportation is available, and there will be increased parking at this site. County clients residing in south Sonoma County will also have easy, one-stop access to County services at a single location at 5350 Old Redwood Highway, Petaluma. By placing mental health service locations within each of four outlying regions (Northern Region – Cloverdale, 2) Eastern Region– Sonoma, 3) Southern Region – Petaluma, and 4) Western Region – Guerneville), Health Services is able to provide services to those in need within their communities. In addition, this model allows the Community Mental Health Clinic program staff to take part in community-based education as well as forging partnerships with local stakeholders.

Discussion:

At the Current Premises, the Behavioral Health Division provides behavioral health outreach services and also partners with community-based organizations such as Goodwill Industries of the Redwood Empire to provide services to its south Sonoma County clients. Health Services has leased this location since January, 1991, and the lease expires May 31, 2017.

At the expiration of the Current Lease, Health Services will relocate to a new facility a short distance from its current location to 5350 Old Redwood Highway in Petaluma. Health Services will be co-located with the County Human Services Department, who recently executed a lease for Suites 100 and 400 at 5350 Old Redwood Highway, Petaluma. (Please see Attachment 1 – Site Plan.)

Cornerstone Properties SA, LLC (the New Landlord), for the lease at 5350 Old Redwood Highway, Suite 600, Petaluma (the New Premises) has informed County staff that construction of the new offices will take approximately six months through January, 2018, to complete the tenant improvements. It is therefore necessary to extend the term of the current lease for 1360 North McDowell for an additional eight months through January 31, 2018, in anticipation of the completion of the New Premises for County occupancy.

General. This item seeks Board approval to authorize the General Services Director to execute: 1) a lease with Cornerstone Properties SA, LLC, for the lease of 6,361 sq. ft. of office space at 5350 Old Redwood Highway, Suite 600, in Petaluma, at a rental rate of $10,496 per month ($1.65 per sq. ft.) ($125,948 per year): and 2) a lease amendment with Circle V Daytona, LLC, to extend the current lease term through January 31, 2018, at the current rental rate of $6,938 per month ($1.86 per sq. ft.)($83,257 per year), for 3,736 sq. ft. of office space at 1360 North McDowell Boulevard, Petaluma.

Neighborhood Services Model. The Department of Health Services Behavioral Health Division operates the Community Mental Health Clinics program, which utilizes mental health services facilities in each of the four most outlying communities within the County of Sonoma as follows: 1) Northern Region – Cloverdale, 2) Eastern Region– Sonoma, 3) Southern Region – Petaluma, and 4) Western Region – Guerneville. This model allows Health Services to conduct outreach and engagement activities to identify adults who live in geographically isolated areas outside of Sonoma County's service hub of Santa Rosa, and who may be in need of specialty mental health treatment. By placing mental health service

locations within each region, Health Services is able to provide services to those in need within their communities. In addition, this model allows the Community Mental Health Clinic program staff to take part in community-based education as well as forging partnerships with local stakeholders.

The focus of services provided at the regional facilities is on reaching, identifying, and engaging underserved individuals and communities in the mental health system, and reducing disparities identified by Sonoma County. The following populations are a priority for outreach and engagement:

- People who are homeless
- People who abuse substances
- Veterans
- People experiencing a recent psychiatric hospitalization
- Ethnic and cultural populations – in particular, Latinos
- Individuals from the Lesbian, Gay, Bisexual, Transgendered, Queer, Questioning and Intersex Community
- People who are geographically isolated

From these program facilities, Health Services conducts outreach and engagement activities to identify adults living in outlying communities and who may be in need of specialty mental health treatment. When assessed as needing mental health services, direct specialty mental health services may be provided on site or in the field.

Community Mental Health Clinic program staff from the regional neighborhood-based facilities can efficiently meet with various community-based stakeholder groups to target residents who may be exhibiting behaviors that may be a result of a mental illness and who may require services. Program services may include welfare checks, street outreach, and home visits in each of these geographic areas. In addition, staff provide mental health training and consultation to support Alexander Valley Healthcare, Petaluma Health Center, Russian River Health Center, Alliance Medical Center, and Wallace House Homeless Shelter.

Current Lease for the Department of Health Services 1360 North McDowell Boulevard. The Department of Health Services Behavioral Health has leased 3,736 sq. ft. of office space at 1360 North McDowell Boulevard, Petaluma from Circle V Daytona, LLC since January, 1991. On December 6, 2016, your Board approved execution of an amendment to extend the lease term through May 31, 2017, at the then current rental rate of $6,938 per month ($1.86 per sq. ft.).

At this facility, the Department of Health Services' Behavioral Health Division provides behavioral health outreach services and also partners with community-based organizations such as the Goodwill Industries of the Redwood Empire to provide services to Health Services' south Sonoma County clients.

The Current Landlord has agreed to extend the lease term through January 31, 2018, to accommodate County's need to remain at the Current Premises to provide the time needed for the completion of tenant improvements and the preparation of the new premises at 5350 Old Redwood Highway, Suite 600 Petaluma.

Staff has negotiated an amendment to extend the lease for the Current Premises, as follows:

Lease term: An eight-month extension effective June 1, 2017 through January 31, 2018. Either party may terminate the lease with 60-days' prior written notice to the other party.

Rent:	The rent for the extension period would remain at the current rental rate of $6,938.08 per month ($1.86 per sq. ft.). This rental rate approximates fair market value, as within a 1-mile radius of this Petaluma location, office lease rates currently range from $1.65 to $1.95 per sq. ft. The total additional rent cost for the proposed eight-month extension period would be $55,505.

Proposed new Lease for the Department of Health Services at 5350 Old Redwood Highway, Suite 600 Petaluma. Staff has identified an alternate site at 5350 Old Redwood Highway, Suite 600, in Petaluma (New Premises) in which to relocate its offices from the current location at 1360 North McDowell Boulevard. On August 16, 2016, your Board approved execution of a lease for the Human Services Department at 5350 Old Redwood Highway, Suite 100, Petaluma. Through its Neighborhood Services Program, the Human Services Department plans to deliver an array of Department services at this location for its south Sonoma County clients.

Similar to the 'one-stop shop' delivery model for the Human Services Department and the Department of Health Services at The Lakes office complex in south Santa Rosa, Health Services seeks to provide a 'one-stop' location for south Sonoma County clients who are in need of both County Health Services and County Human Services assistance, by co-locating with Human Services at the 5350 Old Redwood Highway location.

Staff has negotiated the terms of the proposed lease with Cornerstone Properties SA, LLC (the New Landlord), as follows:

Premises:	6,361 sq. ft. of office space, at 5350 Old Redwood Highway, Suite 600, Petaluma.
Occupancy:	After completion of tenant improvements and fixturization, occupancy of the New Premises is anticipated to occur on or about February 1, 2018.
Term:	Initial term of 10 years, with two, 5-year options to extend the lease term.
Rent:	The monthly rent will be $10,496 per month ($1.65 per sq. ft.) ($125,948 per year). Rent will be adjusted by $0.05 psf annually for the initial term. The proposed rent rate of $1.65 per sq. ft. approximates market rental value. Within a 1-mile radius of 5350 Old Redwood Highway, Petaluma, and for similar-sized office space, rental rates currently range from $1.65 to $1.95 per sq. ft.
Lease concessions:	County is provided with rent abatement for 2,000 sq. ft. of the New Premises for the first 2 years of the lease term, equal to savings of $3,300 per month, or $39,600 for Year 1; and savings of $3,400 per month; or $40,800 for Year 2. The total rent savings is $80,400.

One-time expenses	Tenant improvements will be performed turnkey by the Landlord. The total one-time expenses (which includes moving, furniture, Information Systems Department expenses, and proxy card installation) is approximately $105,573. These one-time expenses will be paid by Health Services, utilizing Intergovernmental Transfer funds.
Termination:	County may terminate the lease for non-appropriation of funds or the discontinuance of the program(s), or for any reason with 120 days' notice to the Landlord, and payment of a termination penalty (if terminated before the end of the initial 10-year lease term) as provided in the New Lease.

Funding. Mental Health Services Act (85%) and Federal Financial Participation (15%) are the sources of funding for the lease for 1360 North McDowell, Petaluma and the proposed, new lease at 5350 Old Redwood Highway, Suite 600, Petaluma.

Public Notice Requirement. Government Code Section 25350 requires the Board to publish a notice of its intent to enter into a lease valued in excess of $50,000 for three (3) consecutive weeks prior to consummation of a proposed lease. The notices of intent have been published for the required period pursuant to the Board's actions of May 2, 2017, for consummation of the lease amendment for 1360 North McDowell Boulevard, Petaluma, and for the new lease for 5350 Old Redwood Highway, Suite 600, Petaluma.

Prior Board Actions:

05-02-17 (joint Board item)—Declared intent to execute the proposed lease amendment with Circle V Daytona, LLC for 1360 North McDowell; Boulevard, Petaluma; and declared intent to execute the proposed lease with Cornerstone Properties SA, LLC for 5350 Old Redwood Highway, Suite 600, Petaluma

1360 North McDowell Boulevard, Petaluma:
12/06/16—Authorized General Services Director to execute 6th lease amendment
11/15/16—Declared intent to enter into 6th lease amendment with Circle V Daytona, LLC
09/11/12—Authorized the General Services Director, or his Deputy, to execute 5th lease amendment
08/31/12—Declared intent to enter into 5th lease amendment with 1360 McDowell LLC
10/10/06—Authorized General Services Director to execute 4th lease amendment

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

The proposed lease extension for 1360 North McDowell Boulevard, Petaluma and the new lease for 5350 Old Redwood Highway, Suite 600, Petaluma will allow continuity in the delivery of Health Services program services to clients in the south Sonoma County area.

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses	6,938	190,118	$87,442
Additional Appropriation Requested			
Total Expenditures	**6,938**	**190,118**	**$87,442**
Funding Sources			
General Fund/WA GF			
State/Federal	6,938	190,118	$87,442
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	**6,938**	**190,118**	**$87,442**

Narrative Explanation of Fiscal Impacts:

The total additional rent cost for the proposed eight-month extension period at 1360 North McDowell Boulevard will be $55,505 for the period of June 1, 2017 through January 31, 2018, calculated as follows: $6,938/month for June, 2017 plus $6,938/month for July, 2017 through February, 2018.

The New Lease is anticipated to commence on February 1, 2018. Rent per month is $10,496 rent or $125,948 per year. However, the New Lease provides rent abatement for 2,000 sq. ft. of the New Premises for the first 2 years, reducing the rent to $7,196 per month for Year 1, and reducing the rent to $7,414 per month for Year 2.

The total for lease rent and moving expenses for FY17/18 is calculated as follows:

Rent - 1360 North McDowell (July, 2017 through January, 2018)	=	48,567
Rent – 5350 Old Redwood Highway (February, 2018 through June, 2018)	=	35,978
1-time move costs (County)	=	105,573
Total FY17/18		**$190,118**

The total for lease rent for FY18/19 is calculated as follows:

Rent – 5350 Old Redwood Highway (July 1, 2018 through June, 2019)	=	**$ 87,442**

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

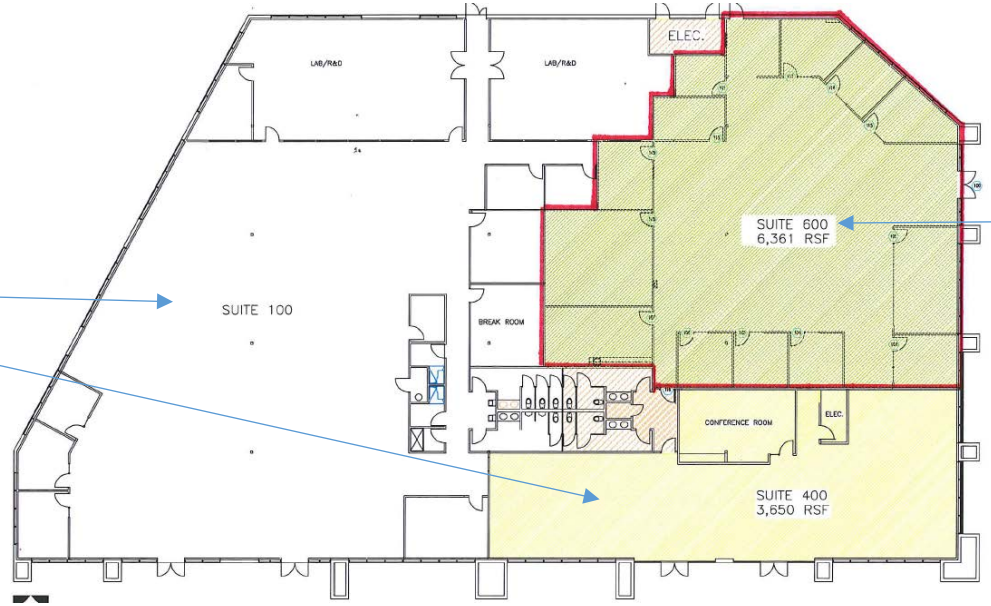
Narrative Explanation of Staffing Impacts (If Required):
None.
Attachments:
Attachment 1: Site Plan Attachment 2: Copy of proposed Lease Amendment for 1360 North McDowell Boulevard, Petaluma Attachment 3: Copy of proposed Lease for 5350 Old Redwood Highway, Suite 600, Petaluma
Related Items "On File" with the Clerk of the Board:
None.

NEW Department of Health Services Site: 5350 Old Redwood Highway, Petaluma

CURRENT Department of Health Services Site: 1360 No. McDowell Blvd., Petaluma

Human Services Department: 5350 Old Redwood Highway

Department of Health Services: 5350 Old Redwood Highway



ATTACHMENT 1 – SITE PLAN

SEVENTH AMENDMENT TO LEASE

This Seventh Amendment ("Amendment #7"), dated as of _____, 2017 ("Effective Date"), is by and between **CIRCLE V DAYTONA, LLC**, successor-in-interest to 1360 McDOWELL, LLC ("Lessor"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Lessee"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the Lease (as defined below).

R E C I T A L S

WHEREAS, Lessor and Lessee entered into that certain Lease dated December 6, 1990 for a portion of the premises commonly known as 1360 North McDowell Boulevard, Petaluma, California ("Original Lease"); and

WHEREAS, on October 27, 1993 Lessee exercised its option to extend the term of the Lease for three (3) additional years by delivering written notice to Lessor in accordance with the Lease; and

WHEREAS, Lessor and Lessee entered into that certain First Amendment to Lease ("Amendment #1"), dated March 21, 1994; and

WHEREAS, Lessor and Lessee entered into that certain Second Amendment to Lease ("Amendment #2"), dated January 7, 1997; and

WHEREAS, on July 1, 1999, Lessee exercised its option to extend the term of the Lease for an additional three (3) years by delivering written notice to Lessor in accordance with the Lease; and

WHEREAS, on October 30, 2002, Lessee exercised its option to extend the term of the Lease for an additional three (3) years by delivering written notice to Lessor in accordance with the Lease; and

WHEREAS, on April 30, 2003, Lessee terminated the Lease effective June 30, 2003 in accordance with the Lease; and

WHEREAS, Lessor and Lessee entered into that certain Third Amendment to Lease ("Amendment #3") dated July 1, 2003 in order to reinstate the Lease among other things; and

WHEREAS, Lessor and Lessee entered into that certain Fourth Amendment to Lease ("Amendment #4") dated October 17, 2006; and

WHEREAS, Lessor and Lessee entered into that certain Fifth Amendment to Lease ("Amendment #5") dated November 6, 2011; and

WHEREAS, Lessor and Lessee Entered into that certain Sixth Amendment to Lease ("Amendment #6) dated December 21, 2016; and

WHEREAS, the Original Lease as modified by Amendment #1, Amendment #2, Amendment #3, Amendment #4, Amendment #5, Amendment #6, and exercise of the extension options, is hereafter referred to as the "Lease"; and

WHEREAS, Lessor and Lessee desire to further amend the Lease in order to extend the term for an additional period of eight (8) months, commencing June 1, 2017 and expiring on January 31, 2018 (the "Extended Lease Term"), and to modify certain other terms and provisions of the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. The foregoing recitals are true and correct.

2. Effective as of the Effective Date of this Seventh Amendment, the Lease is modified as follows:

A. Term. The Lease term shall be extended for a period commencing on June 1, 2017 and expiring on January 31, 2018.

B. Rent. Rent for the Extended Lease Term shall be as follows: June 1, 2017 through January 31, 2018: $6,938.08 per month.

3. Hold Over. Any holding over after the expiration of the Term of this Lease shall be deemed a tenancy at sufferance or, upon Lessor's written election, a month-to-month tenancy in either event with Base Rent at the rate of two hundred percent (200%) of the rental in effect for the last month immediately preceding such expiration or termination, and upon each and every one of the terms, conditions and covenants of this Lease (with Lessee having the continuing obligation to pay any additional rent as provided herein). Acceptance by Lessor of rent after such expiration or earlier termination shall not constitute a consent to a hold over or result in an extension of this Lease. Lessee shall pay an entire month's Base Rent calculated in accordance herewith for any portion of a month it holds over and remains in possession of the Premises. Lessee acknowledges and agrees that Lessor intends to lease the Premises (in whole, in part, or as a part of a larger portion of the Building) to another Lessee immediately after the Term ends and that any breach or other violation of the provisions of this paragraph may result in material damages to Lessor (including any damages to Lessor in connection with its reletting of the Premises and/or other portions of the Building). Lessee will indemnify, hold harmless, and defend Lessor from all damages, losses, and costs (including reasonable attorneys' fees and all court costs) that Lessor suffers as a result of Lessee's holdover use and occupancy of the Premises.

4. Except to the extent the Lease is specifically amended or supplemented hereby, the Lease, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate, or otherwise affect any provision of the Lease or any right of Lessee arising thereunder.

5. This Amendment #7 shall be governed by and construed under the laws of the State of California, and any action to enforce the terms of this Amendment #7 or for the breach thereof shall be brought and tried in the County of Sonoma.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT #7 AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT #7, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #7 as of the Effective Date.

LESSOR: **CIRCLE V DAYTONA, LLC,** successor-in-interest to 1360 McDowell, LLC

By:_____
Benjamin A. Smith, it's managing member

LESSEE: **COUNTY OF SONOMA**, a political subdivision of the State of California

By:_____
Caroline Judy, Director
General Services Department

The General Services Director is authorized to execute this Amendment #7, pursuant to the Board of Supervisors' Summary Action dated _____, 2017.

APPROVED AS TO FORM FOR COUNTY:

_____
Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO SUBSTANCE FOR COUNTY:

_____
Barbie Robinson, Director
Department of Health Services

_____
Marc McDonald, Real Estate Manager
General Services Department

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by:_____ Date:_____

OFFICE LEASE

BETWEEN

CORNERSTONE PROPERTIES SA, LLC

AND

COUNTY OF SONOMA

FOR

5350 Old Redwood Highway, Suite 600

Petaluma, California

DATED

_____, 2017

LEASE

This Lease ("Lease") is made this day of_____, 2017 ("Effective Date"), by and between **CORNERSTONE PROPERTIES SA, LLC**, a California limited liability company ("Landlord"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "parties" and singularly, as "party."

ARTICLE 1

REAL PROPERTY, BUILDING, AND PREMISES

1.1 Lease of Premises. Landlord hereby leases to Tenant and Tenant leases from Landlord those certain premises described in **Exhibit A** attached hereto ("Premises"), which are situated on in that certain single-story office building commonly known as **5350 Old Redwood Highway** ("Building"), which Building is situated on that certain real property commonly known as Sonoma County Assessor's Parcel Number 137-250-001 located in the City of Petaluma, County of Sonoma, State of California ("Real Property"). Subject to verification as provided in Subsection 1.4.2, the Rentable Area (as defined in Section 1.4) and the Usable Area (as defined in Section 1.4) of the Premises is six thousand three hundred sixty-one (6,361) square feet, while the Rentable Area of the Building is twenty-two thousand five hundred eighty-three (22,583) square feet. The Building, the areas servicing the Building, and the land on which the Building and those areas are located (as shown on the site plan attached to this Lease as **Exhibit B**) are sometimes collectively referred to as the "Real Property".

1.2 Appurtenant Rights. Tenant shall have the right to the non-exclusive use, in common with others, throughout the term of this Lease, of all common stairways, sidewalks, plazas and walkways, easements and service alleys surrounding the Building, delivery and loading areas and facilities of the Building, telephone equipment rooms and all other common facilities in or about the Building, and the appurtenances thereto, as the same may exist from time to time. Such use shall be for Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees, and shall be in common with the use of same by Landlord, its tenants, customers, agents, employees, licensees and invitees. Landlord covenants that all light and air now enjoyed by the Premises shall not be interrupted or disturbed by any act of Landlord during the term of this Lease, unless such interruption or disturbance is caused by repairs, replacements, alterations, or improvements made to comply with Laws and Orders (as defined in Article 12). The areas described in the first sentence of this Section 1.2, together with the parking area associated with the Building, are hereinafter referred to as the "Common Area".

1.3 Preparation of Premises; Acceptance. The rights and obligations of the parties regarding the construction and renovation of the Premises before the commencement of the Lease Term are stated in the Leasehold Improvement Agreement attached to this Lease as **Exhibit C**. If this Lease conflicts with the Leasehold Improvement Agreement, the Leasehold Improvement Agreement shall prevail. Landlord hereby represents and warrants to Tenant that Landlord shall complete the Premises in accordance with the terms and conditions of the Leasehold Improvement Agreement, even in the event that Landlord fails to obtain financing for some or all of the improvements. The General Contractor (as defined in the Leasehold Improvement Agreement) shall comply with the applicable provisions of California Labor Code Sections 1720.2 and 1770 et seq., regarding prevailing wages. Landlord agrees to engage a qualified third-party CalGreen or

similarly qualified professional during the inspection phase to ensure the leasehold improvement project is in compliance with applicable CalGreen requirements on or promptly after the date of Substantial Completion (as defined below).

1.4 Rentable Area and Usable Area.

1.4.1 Standard of Calculation. For purposes of this Lease, "Rentable Area," "Rentable Square Feet," "Rentable Square Footage," "Usable Area," "Usable Square Feet," "Usable Square Footage" and R/U Ratio shall be calculated under the American National Standards Method for Measuring Floor Area in Office Buildings, American National Standards Institute Z65.1-2010 or successor standard(s), adopted by the Building Owners and Managers Association International. The Rentable/Useable Ratio for the Building is one (1).

1.4.2 Verification of Rentable Area and Usable Area. Within thirty (30) days after execution of this Lease, Landlord's architect shall calculate and certify in writing to Landlord and Tenant the Rentable Area and Usable Area of the Premises. If Tenant disagrees with the determination of the Rentable Area or Usable Area of the Premises as calculated by Landlord's architect, Tenant shall provide Landlord with written notice of Tenant's disagreement ("Tenant's Notice of Disapproval") within thirty (30) days after the date on which Tenant receives the calculation by Landlord's architect. The parties shall diligently attempt in good faith to resolve the disagreement over the Rentable Area or Usable Area of the Premises within thirty (30) days after the date on which Landlord receives Tenant's Notice of Disapproval. If the parties are unable to resolve the disagreement within that period of time, the dispute shall be resolved by arbitration under Article 23, except that the arbitrator must be a licensed architect with a minimum of five (5) years' experience in designing office buildings similar to the Building, and the arbitrator must render a final decision within forty-five (45) days after the date on which the arbitrator is selected. Landlord shall provide written certification of the Rentable and Usable Area of the Premises at Landlord's sole cost and expense.

1.4.3 Adjustment of Rent. On the final determination of the Rentable Area of the Premises, if the Rentable Area is different from that stated in Section 1.1, Rent that is based on the Rentable Area shall be recalculated in accordance with that final determination. On the recalculation of Rent as provided in this Subsection 1.4.3, the parties shall execute an amendment to this Lease, stating the recalculated Rentable Area and the recalculated Rent. Execution of that amendment shall not be a condition precedent to the effectiveness of the recalculated Rent. If there is a dispute over the Rentable Area of the Premises that has not been settled as provided in Subsection 1.4.2 by the date on which Tenant is required to begin paying Rent under this Lease, Tenant shall pay to Landlord the Rent stated in Section 4.1 until final determination of the Rentable Area of the Premises. If the Rent after final determination of the Rentable Area of the Premises is more than the Rent specified in Section 4.1, the deficiency must be paid by Tenant to Landlord, without interest, within thirty (30) days after that final determination. If the Rent after final determination of the Rentable Area of the Premises is less than the Rent in Section 4.1, Landlord shall credit the overpayment made by Tenant to the next Rent due, without interest.

ARTICLE 2

TERM

2.1 Term. The term of this Lease ("Lease Term") shall commence on the

Commencement Date provided for in Section 2.2 below and shall end upon the expiration of ten (10) years following said Commencement Date plus the number of days between the Commencement Date and the first day of the next successive calendar month if the Commencement Date occurs on a day other than the first day of a calendar month ("Lease Expiration Date"), subject to any option, renewal or extension rights of Tenant as provided for in this Lease.

2.2 Commencement Date. The Lease Term shall commence on **February 1, 2018.** Landlord and Tenant shall execute a written acknowledgment of the Commencement Date and shall attach it to this Lease as **Exhibit D**.

2.2.1 Refreshment – Initial Term and Option Terms.

A. At the commencement of the 61st month of the Lease Term, Landlord, at its sole cost and expense, shall provide Tenant with a refreshment of the Premises as follows: (1) Re-paint the Premises with up to two (2) colors reasonably acceptable to both parties (with Landlord responsible for any loose furniture relocation necessary to accomplish the re-painting); and (2) Replace any substantially worn or damaged carpet tiles with a different color, complementary style or in a different pattern reasonably acceptable to the parties.

B. Provided Tenant exercises its first option to extend (as defined in Section 2.5 below) the Lease Term, Landlord, at its sole cost and expense, shall provide Tenant with a refreshment of the Premises as follows: (1) Re-paint the Premises with up to two (2) colors reasonably acceptable to both parties (with Landlord responsible for any loose furniture relocation necessary to accomplish the re-painting); and (2) Re-carpet the Premises in colors and in a style reasonably acceptable to both parties (with Tenant responsible for any furniture relocation or lifting necessary to accomplish the re-carpeting).

C. Provided Tenant exercises its second option to extend (as defined in Section 2.5 below) the Lease Term, Landlord, at its sole cost and expense, shall provide Tenant with a refreshment as follows: (1) Re-paint the Premises with up to two (2) colors reasonably acceptable to both parties (with Tenant responsible for any furniture relocation or lifting necessary to accomplish the re-painting); and (2) Replace any substantially worn or damaged carpet tiles with a different color, complementary style or in a different pattern reasonably acceptable to the parties.

2.3 Substantial Completion of Landlord's Work. The work to be done in the Premises by Landlord pursuant to the provisions of **Exhibit C** shall be "substantially completed" when Landlord has delivered to Tenant a temporary or final certificate of occupancy for the Premises and Landlord's work has been substantially performed, although minor details or adjustments that do not interfere with Tenant's use of such space may have not been completed. Landlord shall diligently pursue completion of any minor details or adjustments that have not been performed at the time Landlord gives the aforesaid notice of substantial completion to Tenant. Notwithstanding anything contained herein to the contrary, if, after receiving the aforesaid notice from Landlord that the Landlord's work is substantially completed, Tenant shall be delayed in installing and completing or having installed and completed any finishing work necessary for the operation of Tenant's business in the Premises (including, without limitation, files, reproduction and other office equipment, and telephone communications facilities) or in completing the move or installation of substantially all of its furniture and other equipment into the Premises so as not to be able to commence its business there, by reason of fire, casualty, acts of God, strikes, lockouts, or other labor troubles, inability to secure materials, governmental laws or regulations, or other causes of

whatever kind beyond the reasonable control of Tenant, then the Commencement Date shall be deferred for a period of time equivalent to the period of such delay, any said deferral not to exceed sixty (60) days. Evidence of when the Landlord's work has been substantially performed shall be a certificate to that effect signed by Landlord's architect and Tenant's architect. The terms "Substantial Completion of Landlord's Work", "substantially completed" and similar terms are defined in Section 5.1 of **Exhibit C**. Landlord agrees to use reasonable efforts to provide Tenant with at least thirty (30) days' advance notice of the date on which the Premises are expected to be substantially completed. Provided Tenant has complied with the insurance provisions set forth in Section 9.1 and Exhibit G, Tenant shall have the right of early access to the Premises for a period of thirty (30) calendar days prior to the Commencement Date for installation of Tenant's furniture, fixtures and equipment.

2.4 Delay in Commencement. If Landlord, for any reason whatsoever (other than a Tenant Delay (as such term is defined in the Leasehold Improvement Agreement) or other reason as otherwise provided below), fails to give Tenant notice by **January 1, 2018**, that the Landlord's work in the Premises is substantially completed, as provided for above, then Tenant may withhold from the first rental payment and subsequent rental payments as may be necessary, as liquidated damages, an amount equal to the Rent otherwise due for each day after said date during which Landlord has failed to give Tenant such notice of substantial completion. Notwithstanding the foregoing, if Landlord, for any reason whatsoever (other than a Tenant Delay (as such term is defined in the Leasehold Improvement Agreement) or as provided below), fails to give Tenant notice that Landlord's work in the Premises is substantially completed by **February 1, 2018**, Tenant at its option shall have the right, by giving Landlord fifteen (15) days' prior written notice of its intention to do so, to cancel this Lease (without complying with Section 2.6), and upon Landlord's return of any monies previously deposited by Tenant, the parties hereto shall have no further rights or liabilities with respect to each other. Landlord's obligation to complete the Premises within the time specified in this Section 2.4 shall not be extended for any reason except delays caused by Tenant, casualty, acts of God, strikes, lockouts, or other labor troubles, fire, flood, war, civil disorder or government regulations or government delay (delays in issuance of any permit or other entitlement required for the Premises, government-caused delays in conducting any inspection required by any such permit or entitlement and similar delays).

2.5 Option to Extend Term. Landlord grants to Tenant two (2) consecutive options to extend the Lease Term ("Extension Option") for a period of five (5) years each ("Option Term"), subject to the conditions described in this Section 2.5. The Extension Options must be exercised by Tenant, if at all, only at the time and in the manner provided in this Section 2.5.

2.5.1 Exercise of Option. If Tenant wishes to exercise its Extension Option with respect to an Option Term, Tenant shall deliver written notice to Landlord no less than six (6) months before the expiration of the initial Lease Term or first Option Term, as the case may be.

2.5.2 Conditions of Option. Each Extension Option may be exercised only by written notice delivered by Tenant to Landlord as provided in Subsection 2.5.1 and only if, as of the date of delivery of the notice, Tenant is not in default under this Lease after the expiration of any applicable cure periods. If Tenant properly exercises the Extension Option, the Lease Term, as it applies to the entire Premises then leased by Tenant, shall be extended for the respective Option Term. If Tenant properly exercises its first Extension Option, Landlord shall, prior to the commencement of the first Option Term, repaint the Premises and install new carpeting throughout the Premises during non-business hours in a manner acceptable to Tenant at Landlord's sole cost and expense. Tenant shall be responsible for all furniture and equipment relocation/lifting

necessary to effect the installation of new carpet pursuant to this Section.

2.5.3 Option Rent.

2.5.3.1 Rental Rates. The monthly Rent payable by Tenant during the first year of each Option Term shall be equal to ninety-five percent (95%) the Fair Market Rental Value of the Premises as of the commencement of the Option Term. For purposes of this Section 2.5.3.1, Fair Market Rental Value of the Premises shall be determined in the manner provided in Section 2.5.3.2. The rental rate per square foot of Rentable Area per month during years 2 through 5 of each Option Term shall be the rental rate per square foot of Rentable Area per month in effect during year one of the Option Term, increased by five cents (5¢) per square foot per month.

2.5.3.2 Fair Market Rental Value of the Premises. For purposes of this Section 2.5.3.2, Fair Market Rental Value of the Premises shall be the rental rate, including all escalations, at which tenants renew leases of comparable space as of the commencement of the Option Term. For this purpose, "comparable space" shall be office space that is: (a) not subleased; (b) not subject to another tenant's expansion rights; (c) not leased to a tenant that holds an ownership interest in the landlord; (d) not leased to a tenant under a renewal or an extension of a lease; (e) comparable in size, location, and quality to the Premises; (f) leased for a term comparable to the Option Term; and (g) located in comparable buildings.

2.5.3.3 Adjustment for Tenant Improvement Allowance. If in determining the Fair Market Rental Value the parties determine that the economic terms of renewal leases of comparable space include a tenant improvement allowance, Landlord may, at Landlord's sole option, elect to do the following: (a) grant some or all of the value of the tenant improvement allowance as an allowance for the refurbishment of the Premises; and (b) reduce the base rent component of the Fair Market Rental Value to be an effective rental rate that takes into consideration the total dollar value of that portion of the tenant improvement allowance that Landlord has elected not to grant to Tenant (in which case that portion of the tenant improvement allowance evidenced in the effective rental rate shall not be granted to Tenant).

2.5.4 Amendment to Lease. If Tenant timely exercises an Extension Option, Landlord and Tenant shall execute an amendment to this Lease, extending the Lease Term for the respective Option Term on the terms and conditions set forth in this Section 2.5. Execution of that amendment shall not be a condition precedent to the effectiveness of the respective Option Term. Landlord and Tenant hereby acknowledge that the Director of General Services has been delegated authority to execute such an amendment, as required pursuant to this Section 2.5.4.

2.6 Termination by Tenant.

2.6.1 Tenant may terminate this Lease, in accordance with Section 2.6.2 below, upon one hundred twenty (120) days' prior written notice to Landlord ("Termination Notice") on the happening of any one or more of the following events: (a) the County Board of Supervisors fails to appropriate sufficient funds for the rental of the property covered by this Lease; (b) the County Board of Supervisors discontinues, in whole or in part, the program or agency for which the Premises were leased; (c) the funding, whether County, State or Federal, for the program or agency for which the Premises were leased is reduced or withdrawn; or (d) for any reason, or no reason.

2.6.2 Termination Procedures.

2.6.2.1 Exercise of Termination Right. The Premises subject to a Termination Notice shall be referred to as the "Canceled Premises." The termination shall be effective as of one hundred twenty (120) days after Tenant delivers the Termination Notice to Landlord ("Lease Termination Date"). If Tenant terminates the Lease pursuant to this Section 2.6, Tenant's delivery of the Termination Notice to Landlord shall be accompanied by an amount equal to the Lease Termination Fee, as defined in Subsection 2.6.2.2.

2.6.2.2 Lease Termination Fee. Before giving the Termination Notice, Tenant shall give Landlord a preliminary notice stating Tenant's intention to exercise the right to terminate and the proposed Lease Termination Date. Within thirty (30) days after receiving the preliminary notice from Tenant, Landlord shall notify Tenant of the amount of the Lease Termination Fee based on the appropriate Lease Termination Date set forth in Tenant's notice. The Lease Termination Fee shall be equal to the "Unamortized Value" of the "Lease Concessions," as defined in this Subsection 2.6.2.2.

2.6.2.2.1 Lease Concessions. For purposes of this Subsection 2.6.2.2, "Lease Concessions" shall be equal to the sum of: (a) Landlord's cost of designing, permitting and constructing the tenant improvements pursuant to the Leasehold Improvement Agreement and the cost of all other improvements constructed by Landlord in connection with Landlord's delivery of the Canceled Premises to Tenant; and (b) the amount of the real estate commissions paid by Landlord to the brokers in connection with the consummation of this Lease. Landlord shall provide Tenant with an itemized statement of Landlord's actual costs under (a) and (b) above within sixty (60) days after completion of all such improvements and payment of commissions to brokers, however, failure by Landlord to timely deliver such an itemized statement shall not relieve Tenant of its obligation to pay the Lease Termination Fee. The itemized statement(s) pursuant to this Subsection 2.6.2.2.1 shall be attached to this Lease as **Attachment D to Exhibit C** and incorporated herein by this reference.

2.6.2.2.2 Unamortized Value of Lease Concessions. The items set forth in Section 2.6.2.2.1 shall be amortized on a straight-line basis over the one hundred twenty (120) month initial Lease Term beginning on the Commencement Date, together with interest thereon at the prime rate per annum (as said prime rate is published in the Wall Street Journal), and the Unamortized Value of the Lease Concessions shall be determined based upon the unexpired portion of the Initial Lease Term as of the Termination Date set forth in Tenant's Termination Notice.

2.7 Holding Over. Any holding over by Tenant shall not be nor be construed to be a renewal of the term of this Lease but shall constitute a month-to-month tenancy which may be terminated by either party upon ninety (90) days' prior written notice to the other party, and shall otherwise be on the same terms and conditions herein set forth, except the Rent shall be one hundred five percent (105%) of the Rent last payable under this Lease.

ARTICLE 3

USE OF PREMISES

3.1 Tenant's Use. Tenant shall use and occupy the Premises for government office and directly related uses.

3.2 Landlord's Obligations. Landlord shall lease space in the Building only for purposes

consistent with the maintenance of a first class office/commercial building of the kind and character of the Building as of the date hereof.

3.3 Tenant's Obligations. Tenant shall use and occupy the Premises and Building and Real Property only in a manner that will not unreasonably disturb other tenants in the Building. Tenant hereby agrees to comply with the Rules and Regulations attached hereto as **Exhibit E**, as well as such other reasonable rules and regulations as may be promulgated by Landlord and provided and reasonably agreed to by Tenant from time to time, provided that such other rules and regulations do not unreasonably interfere with Tenant's reasonable use and enjoyment of the Premises.

ARTICLE 4

RENT

4.1 Definition of "Rent". Commencing on the Commencement Date, Tenant shall pay to Landlord rent ("Rent") in equal monthly installments of Ten Thousand Four Hundred Ninety-Five and 65/100 Dollars ($10,495.65) ($1.65 per square foot of Rentable Area per month), in advance on or before the first day of each and every calendar month during the Lease Term, without any setoff or deduction except as provided in Section 4.4. Landlord shall provide an invoice to Tenant no later than the 10th day of the preceding month for the following month's Rent, however failure by Landlord to deliver any such invoice to Tenant shall not relieve Tenant of the obligation to pay Rent. Payment shall be made at the address set forth in Section 19.3 or at any other place that Landlord may from time to time designate in writing. Tenant shall not be obligated to recognize any agent for the collection of Rent until written notice of the appointment and the extent of the authority of such agent shall be provided to Tenant by Landlord. Tenant shall not be responsible for any operating expenses or operating expense pass-throughs (for example, expense stop or base year type) during the Lease Term.

4.2 Initial Payment; Proration. The Rent for the first full calendar month of the Lease Term shall be paid on the Commencement Date. If any payment date (including the Commencement Date) for Rent, falls on a day other than the last day of that calendar month, or if any Rent payment is for a period shorter than one calendar month, the Rent for that fractional calendar month shall accrue on a daily basis for each day of that fractional month at a daily rate equal to 1/365 of the total annual Rent. All other payments or adjustments that are required to be made under the terms of this Lease and that require proration on a time basis shall be prorated on the same basis.

4.3 Rental Adjustments. Rent shall be increased by five cents ($.05) per sq. ft. of Rentable Area per month on the first anniversary date of the Commencement Date and on each subsequent anniversary date of the Commencement Date occurring thereafter during the term of this Lease, including Option Terms, if any.

4.4 Rent Concessions. During the first twenty-four (24) months of the Lease Term, Landlord shall abate a portion of the Base Rent, as follows: (a) Three Thousand Three Hundred and No/100 Dollars ($3,300.00) per month for the first consecutive twelve (12) months of the Lease Term; and (b) Three Thousand Four Hundred and No/100 Dollars ($3,400.00) per month for the second consecutive twelve (12) months of the Lease Term. Commencing with the twenty-fifth

(25th) month of the Lease Term, Tenant shall no longer be entitled to any rental concession, rental abatement or rental credit of any kind.

ARTICLE 5

MAINTENANCE

5.1 Maintenance of Building and Premises. Except as otherwise provided in this Lease, during the Lease Term, Landlord, at its expense, agrees to maintain the Building and the Premises, in first class condition appropriate for a building of this type and in this location. This obligation shall include, but not by way of limitation, the maintenance and repair of any air conditioning, heating, ventilating, sprinkler, sewage, electrical, gas, life safety, water supply or steam system, foundation, superstructure, structural roof, roofing membrane, exterior walls, and other structural members and parts of the Building, all ordinary maintenance of the exterior portions of the Building such as painting and/or washing the exterior walls and windows, maintaining the exterior portions of the Building, cleaning and maintaining sidewalks adjacent to the Building, rubbish removal and all interior maintenance, repair and replacement, including, without limitation, the replacement of fluorescent and other lighting (for example, light bulbs, ballasts) and furnishing of all restroom cleaning and supplies. In addition, Landlord shall provide, for the use by Tenant and its customers, agents, employees, assignees, subtenants, licensees and invitees during the hours of 7:00 a.m. - 6:00 p.m., Monday through Friday; excluding County holidays (hereinafter, the "Normal Business Hours"), building utility services and building maintenance personnel who shall, at the option of Landlord, be either on duty in the Building or reasonably available to the Tenant and capable of promptly performing the services or work required hereby. Landlord shall have thirty (30) days after notice from Tenant to perform its obligations under this Section 5.1, except that Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or emergency or substantially interferes with Tenant's use of the Premises. If Landlord does not perform its obligations within the time limitations in this Section 5.1, Tenant may perform the obligations after first giving Landlord ten (10) days' prior written notice of its intention to do so, and provided Landlord does not perform its obligations within said ten (10) day period, Tenant shall have the right to be reimbursed for the sum Tenant actually expends in the performance of Landlord's obligations.

5.2 Maintenance by Tenant. Tenant shall be responsible for the maintenance, including repair and/or replacement desired by Tenant, of its interior signs, furnishings, trade fixtures installed by or on behalf of Tenant, and other personal property used in connection with the Premises. Tenant shall not be responsible for any of the items that are Landlord's responsibilities under this Lease.

ARTICLE 6

UTILITIES AND SERVICES

6.1 Landlord to Provide Utilities. Landlord shall provide and pay for electricity service for ordinary lighting and business needs (for example, typewriters, adding machines, fax machines, printers, and computer terminals), gas, water, sewer, and heat and air conditioning (in the customary periods of the year and during Normal Business Hours), all in reasonable amounts not to exceed the capacities of the utility systems serving the Building and Premises making delivery

to Tenant, such amounts not to be less than the amounts being used upon the commencement of this Lease plus Tenant's reasonable growth.

6.2 After Hours Utilities. If requested by Tenant, Landlord shall furnish heat and air conditioning at times other than during Normal Business Hours ("After Hours Utilities") and the cost of such After Hours Utilities as established by Landlord shall be paid by Tenant as Additional Rent, payable concurrently with the next installment of monthly Rent. As of the Effective Date, Landlord's charges for After Hours Utilities are Thirty-Five Dollars ($35) per heating and air conditioning unit per hour, and any increases in such charges during the Lease Term shall be based on actual increases in Landlord's cost of providing the same. Landlord's charges for After Hours Utilities shall be based on Landlord's actual direct utility costs (for example, electric bills), plus Landlord's other actual and estimated costs, including, without limitation, the costs of filters, belts, refrigerant, labor, hazmat disposal, a reasonable depreciation factor or replacement reserve for the heating, ventilation and air conditioning system on account of said additional hours of operation. Landlord and Tenant agree that After Hours Utilities hourly rate has been established in an amount so as to reimburse Landlord for its actual cost to provide the After Hours Utilities and a reasonable reserve for depreciation or replacement of the heating, ventilation and air conditioning equipment, without a profit to Landlord. Tenant acknowledges that at least twenty-four (24) business hours' prior notice to Landlord is required for any After Hours Utilities.

6.3 Failure to Furnish Utilities. Except as hereinafter provided, Landlord shall not be liable for any failure to furnish any of such services or utilities when such failure is caused by strikes, lockouts, other labor troubles or other conditions beyond Landlord's reasonable control (financial inability excepted), and Tenant shall not be entitled to any damages nor shall any such failure relieve Tenant of the obligation to pay Rent, or constitute or be construed as a constructive or other eviction of Tenant. Notwithstanding the foregoing, Rent of any kind provided in this Lease shall be equitably abated in the event Landlord, for whatever reason, is unable to supply any utilities serving the Premises for a period of thirty-six (36) hours or more, unless the damage or defective condition relating to failure of such systems is caused by: (a) Tenant, its employees, licensees or invitees; or (b) strike, lockout or other labor troubles; or (c) other conditions beyond Landlord's reasonable control (financial inability excepted). If the damage or defective condition is caused by one of the above three listed reasons, then the amount of such abatement shall be agreed upon by Landlord and Tenant or, in the event Landlord and Tenant are unable to agree on such abatement, the amount shall be determined in an arbitration proceeding (pursuant to the terms of Article 23) according to the extent to which such unavailability interferes with Tenant's normal business operations on the Premises. If Landlord's failure to furnish any such services or utilities to the Premises or to supply any of the Building's sanitary, electrical, heating, air conditioning, water or other systems serving the Premises for any period of time in excess of twenty-four (24) hours is caused by the negligence or willful act of Landlord, or Landlord's agents or contractors, there shall be an immediate abatement of Rent for the period of such failure or lack of supply in excess of said twenty-four (24) hour period. In the event of any stoppage or interruption of services, Landlord shall use commercially reasonable and diligent efforts to restore said services as soon as possible. Tenant, however, shall have the right, at its option, to terminate this Lease if any such stoppage or interruption of said services continues for any reason for more than fourteen (14) consecutive days.

6.4 Janitorial Services. Landlord agrees to provide reasonable bonded cleaning service consistent with first class buildings for the Premises and for all of the public and common areas in the Building and appurtenances thereto, including stairways. Such services shall include those set forth in **Exhibit F** attached hereto and incorporated herein by this reference. Tenant shall have the right for any reason whatsoever or for no reason, upon thirty (30) days' prior written notice to

Landlord, to assume responsibility for providing janitorial service and supplies to the Premises, and in said event, the Rent due under this Lease shall be reduced by the actual amount of savings in costs for such janitorial services and supplies incurred by Landlord as a result of such performance by Tenant, as determined based on the actual costs incurred by Landlord for such janitorial service and supplies during the 12-month period ending on the last day of the last full calendar month ending before the commencement of such performance by Tenant. Landlord covenants and agrees, at its sole cost and expense: (a) to comply with all present and future Laws and Orders regarding the collection, sorting, separation, and recycling of garbage, trash, rubbish and other effuse (collectively "trash"); (b) to sort and separate trash and recycling into such categories as are provided by Laws and Orders; and (c) that Landlord shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Landlord's failure to comply with the provisions of this Section 6.3.

6.5 Security Services. Tenant shall have the right to have installed in the Premises, a card key access system or other security system, subject to Landlord's prior written approval which shall not be unreasonably withheld or delayed beyond ten (10) business days. Tenant shall provide Landlord's property manager with an activated card-key and/or the password to the security system so that Landlord may enter the Premises to carry out Landlord's obligations under this Lease.

ARTICLE 7

ALTERATIONS AND IMPROVEMENTS

During the term of this Lease, Tenant shall make no alterations, installations, additions, or improvements to the Premises costing more than Twenty Thousand and No/100 Dollars ($20,000.00) without submitting to Landlord plans and specifications therefor at least thirty (30) days prior to commencement of work, and obtaining Landlord's written consent, which consent will not be unreasonably withheld or delayed. In the event Tenant makes any alterations, installations, additions, or improvements to the Premises costing less than Twenty Thousand and No/100 Dollars ($20,000.00), then Tenant shall provide Landlord with plans and specifications therefor, within thirty (30) days of commencement of the work. Landlord, without any cost to itself, shall cooperate with Tenant in securing building and other permits and authority necessary from time to time for any work permitted under this Lease. Tenant may at any time remove any equipment and trade fixtures installed by or on behalf of Tenant in the Premises. Improvements made by Tenant at any time to the Premises during the term of this Lease shall be and remain the property of Tenant until the expiration or sooner termination of the Lease Term, whereupon ownership thereof will vest in Landlord, unless Landlord otherwise requires.

ARTICLE 8

PARKING

Included in Tenant's rental herein is the right of Tenant's customers and invitees to use free of charge, in common with other tenants (except as expressly provided below), a total of twenty-five (25) parking spaces (approximately four (4) parking spaces for each 1,000 square feet of Rentable Area) in the parking area associated with the Building as shown on the site plan attached hereto as **Exhibit B**.

ARTICLE 9
INSURANCE AND INDEMNITY

9.1 Insurance. Landlord and Tenant shall maintain insurance as described in **Exhibit G**, which is attached hereto and incorporated herein by this reference.

9.2 Indemnity.

9.2.1 Indemnification of Landlord. Tenant agrees to indemnify Landlord against and save Landlord harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Tenant in the observance or performance of any of the terms, covenants or conditions of this Lease on Tenant's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of Tenant; (c) the condition of the Premises related to Tenant's duties under this Lease, or any occurrence on the Premises from any cause whatsoever, except to the extent caused by the negligence or willful misconduct of Landlord or related to the duties of Landlord under this Lease; or (d) any acts, omissions or negligence of Tenant or of the contractors, agents, employees, visitors or licensees of Tenant in, on or about the Premises or the Building. Tenant's obligations under this Section 9.2.1 shall survive the termination of the Lease.

9.2.2 Indemnification of Tenant. Landlord agrees to indemnify Tenant against and save Tenant harmless from any and all loss, cost, liability, damage and expense, including, without limitation, reasonable attorneys' fees and costs that may be asserted by any party and incurred in connection with or arising from: (a) any default by Landlord in the observance or performance of any of the terms, covenants or conditions of this Lease on Landlord's part to be observed or performed; (b) the use or occupancy or manner of use or occupancy of the Building by Landlord or any person or entity claiming through or under Landlord, except Tenant; (c) the condition of the Building or any occurrence in the Building from any cause whatsoever except to the extent caused by the negligence or willful misconduct of Tenant; or (d) any acts, omissions or negligence of Landlord or of the contractors, agents, employees, visitors or licensees of Landlord in, on or about the Building including, without limitation, the design and construction of the Building or the Premises. Landlord's obligations under this Section 9.2.2 shall survive the termination of the Lease.

ARTICLE 10

DESTRUCTION AND UNTENANTABILITY OF PREMISES

10.1 Loss -- Insured or Uninsured. Subject to the options to terminate hereinafter provided in this Article 10, if during the Lease Term, the Building or any portion thereof is damaged by fire, earthquake or other casualty or peril, Landlord shall with all due diligence (upon receipt of insurance proceeds) repair or rebuild the Building and the Premises to the condition at least equal to that existing immediately prior to said damage. In connection therewith, Landlord shall use any such insurance proceeds for such purpose, together with any insurance proceeds received by Tenant by reason of insurance on improvements made by it in excess of the actual amount needed to replace or restore Tenant's improvements, fixtures and equipment, provided that any such

proceeds received by Tenant shall be used only for the replacement or restoration of Tenant's improvements, fixtures and equipment. If, by reason of the provisions of any mortgage or deed of trust executed by Landlord encumbering the Building, insurance proceeds are required to be made payable to the lienholder and/or the policies of insurance placed in its custody, Tenant hereby consents thereto, provided that the lienholder in question shall first agree in writing with Landlord to make the proceeds of said insurance available for the repair and restoration of the Building.

10.2 Major Damage. For purposes of this Article 10, "major damage" to the Building resulting from fire, earthquake or any other casualty or peril is defined as damage to such extent that the estimated cost of full repair of such damage is greater than fifty percent (50%) of the then full replacement value of the Building as required for purposes of the then existing insurance policies provided for in Article 9. Any other damage to the Building from any such casualty or risks shall be deemed to be "non-major."

10.3 Tenant's Option to Terminate in Certain Events. If during the Lease Term the Building or any portion thereof receives damage to such an extent that the cost to repair the damage exceeds twenty percent (20%) of the then full replacement value of the Building and the effect of which is to render the Premises untenantable, in Tenant's opinion, for continued occupancy for a period of two hundred forty (240) days or more, then Tenant shall have the option to terminate this Lease upon thirty (30) days' notice to Landlord.

10.4 Landlord's Option to Terminate in Event of Major Damage to Building. If during the Lease Term the Building or any portion thereof receives major damage, Landlord shall have the option to terminate this Lease on sixty (60) days' written notice to Tenant, provided that Landlord also terminates the leases of all other tenants of the Building, in which event proration of Rent shall be made to be effective upon the date of such major damage, and Landlord shall have no further obligations to Tenant. Notwithstanding the foregoing, Landlord shall have the absolute obligation to rebuild the Building after major damage in the manner set forth in Section 10.1 if either (a) the insurance proceeds are sufficient to pay for such rebuilding and Tenant does not elect to terminate this Lease pursuant to Section 10.3 above, or (b) Tenant gives notice, in writing, prior to the expiration of the 60-day period set forth above, that it desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition that will provide Tenant with suitable facilities, satisfactory in the parties' reasonable determination, for its continued use of the Premises, and that Tenant will supply any additional funds, if any, that may be necessary, in addition to any insurance proceeds, to pay for such partial rebuilding. If Tenant gives such notice to Landlord, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent necessary for such rebuilding, and the Rent paid by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Lease Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.

10.5 Proration. In the event of termination pursuant to the provisions of this Article 10, Tenant shall surrender to Landlord possession of the Premises and shall pay to Landlord any Rent hereunder accruing to the date of such damage.

10.6 Abatement of Rent. In the event that after any damage or destruction this Lease is not terminated in accordance with its provisions, Rent shall be equitably prorated and abated

during the period commencing with the date of the casualty and continuing until such repairs are completed in the proportion that the Rent of the part usable by Tenant for the normal operation of Tenant's business on the Premises bears to the rental of the total space then leased by Tenant, taking into consideration the rental rate per Rentable Square Foot for the space for which the proration is made and any adverse effects and disruptions to Tenant's business caused during the period of such repairs.

ARTICLE 11

EMINENT DOMAIN

11.1 Appropriation. In the event of any taking of or damage to all or any part of the Building or Premises, including any interest therein or appurtenant thereto, by reason of any exercise of the power of eminent domain, whether by a condemnation proceeding, inverse condemnation or otherwise, or in the event of any transfer, conveyance, or sale of all or any part of the Building or Premises, including any interest therein, or appurtenant thereto made in lieu of an exercise of the power of eminent domain (all of the foregoing being hereinafter referred to as "appropriation") prior to or during the Lease Term, the rights and obligations of Landlord and Tenant with respect to such appropriation, each time there is an instance of such appropriation, shall be governed by the provisions of this Article 11.

11.2 Date of Appropriation. For the purposes of this Article 11, the date of appropriation shall be the date upon which the condemning authority takes possession of all or any part of the Building or any interest therein or appurtenant thereto, or the date upon which Tenant is required by the condemning authority to commence vacating the Premises or any portion thereof, or any interest therein or appurtenant thereto, as a result of such appropriation, whichever date shall first occur.

11.3 Appropriation of All of the Building. In the event of appropriation of all of the Building, this Lease, subject to all provisions of this Article 11 pertaining to payments to be made, shall terminate as of the date of such appropriation.

11.4 Appropriation of Less than All of the Building or Premises.

11.4.1 General Provisions. Except as provided in this Section 11.4, in the event of appropriation of less than all of the Building or of the Premises, this Lease shall continue in full force and effect, except that, as to the portion of the Premises so appropriated, this Lease shall terminate as of the date of appropriation.

11.4.2 Right to Terminate.

(i) If the appropriation shall render the Premises unavailable or unsuitable, in Tenant's sole opinion, to continue Tenant's normal use of the Premises, Tenant shall have the right to terminate this Lease. Exercise of such right by Tenant shall be made by written notice to Landlord on or before thirty (30) days after the date of Tenant's receipt of written notice of appropriation. Any such termination shall be effective as of the date of the appropriation.

(ii) Subject to the provisions of Section 11.4.5, in the event that fifty percent (50%) or more of the rentable area of the Building (as it existed on the date of the

appropriation) should become untenanted or unoccupied because the appropriation renders such space unavailable or untenantable, Landlord shall have the right to terminate this Lease, provided that Landlord also terminates the leases of all other tenants of the Building. Exercise of such right shall be made by notice to Tenant on or before thirty (30) days after the date of receipt of notice of appropriation.

11.4.3 Abatement of Rent. The Rent for the remainder of the Lease Term shall be prorated in the same proportion that part of the Premises usable by Tenant for the normal operation of its business bears to the total Premises immediately prior to the appropriation, taking into consideration the Lease rental rate per Rentable Square Foot for the space for which the proration is made. Rent shall also be abated for any portion of the Premises that is not appropriated but is rendered temporarily unusable by virtue of repairs or restoration necessitated by the appropriation of other space.

11.4.4 Restoration of Premises by Landlord. If this Lease is not terminated pursuant to Section 11.4.2 and subject to Section 11.4.5, Landlord will make any restoration of the remainder of the Building and the Premises necessitated by reason of the appropriation of less than all of the Building as promptly as reasonably practicable to as close to the same condition (as circumstances permit) as existed immediately prior to such appropriation.

11.4.5 Restoration of Premises with Tenant Funds. If Landlord would otherwise have the right to terminate this Lease pursuant to Section 11.4.2(ii), Landlord shall not have the right to terminate this Lease if Tenant, within thirty (30) days after receipt of notice from Landlord that Landlord has elected to terminate this Lease pursuant to Section 11.4.2(ii), notifies Landlord that Tenant desires to have the Building, or so much thereof as may be necessary to constitute a complete architectural unit, restored to a condition which will provide Tenant with suitable facilities in Tenant's sole opinion for its continued use of the Premises and that Tenant will supply any additional funds, if any, that may be necessary, in addition to the net amount of the award paid to Landlord under the provisions of Section 11.6, including severance damages (without offset for special benefits) after first deducting any and all amounts which constitute Tenant's share of the award pursuant to Section 11.6. In such event, Tenant and Landlord shall each agree upon the plans and specifications for such rebuilding, the cost thereof, and the method by which Tenant shall supply to Landlord the additional funds necessary for such rebuilding, and the Rent payable by Tenant shall be equitably reduced in accordance with its contribution of additional funds toward such rebuilding by amortizing such contribution over the then remaining Lease Term. If Landlord and Tenant are unable to agree on any aspect of such rebuilding, the matter shall be submitted to arbitration in accordance with the provisions of Article 23.

11.5 Amounts Payable by Reason of Termination. If this Lease is terminated pursuant to Section 11.4.2, the entire award (less any amounts separately awarded to Tenant under subsections (1) through (6) below, and less the reasonable expenses of Landlord and Tenant incurred in such appropriation proceedings which shall be paid to Landlord or Tenant, as applicable) made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representative shall have the right to participate in any negotiations with respect to the amount or allocation of such award. Payment from the award shall be made first to the senior mortgage holder on the Building in an amount necessary to repay its security interest and then Tenant shall have the right to make a separate claim in the condemnation proceedings and to share in the aggregate award which is paid by the condemnor or awarded by the court specifically for: (1) the fair market value of the unexpired portion of the Lease Term and including Tenant's right to terminate as set forth in Section 2.6) in excess of the Rent provided for herein, exclusive of any

immovable trade fixtures or improvements; plus (2) any severance damages attributable to the unexpired Lease Term; plus (3) the taking of the unamortized or undepreciated value of any leasehold improvements owned by Tenant that Tenant has the right to remove at the end of the Lease Term and that Tenant elects not to remove; plus (4) reasonable removal and relocation costs for any leasehold improvements that Tenant has the right to remove and elects to remove (if condemnor approves the removal); plus (5) relocation costs under Government Code section 7262, the claim for which Tenant may pursue by separate action independent of this Lease; plus (6) any other amount in addition to the foregoing that does not reduce the amount of the award payable to the Landlord.

11.6 Damages if Lease Not Terminated. In the event of any appropriation of less than all of the Building or the Premises, if this Lease is not terminated pursuant to provisions of Section 11.4.2, the entire award made with respect to the appropriation shall be paid to Landlord; provided, however, Tenant and its representatives shall have the right to participate in any negotiations with respect to the amount or allocation of such award. All of such award shall be used first to reimburse Landlord and Tenant for costs incurred in such appropriation proceedings, then shall be used to repair or restore the Building as provided in this Article 11, and any remaining balance shall be allocated between Landlord and Tenant pro rata in accordance with Section 11.5.

11.7 Interest. Tenant shall be entitled to the share of any interest paid on any award to the extent the same is allocable to the amounts to which Tenant is entitled.

11.8 Abatement of Monetary Obligations of Tenant. In addition to any other abatement provided for in this Lease, all monetary obligations of Tenant hereunder shall be abated in an equitable amount based upon the interference with Tenant's normal business operations at the Premises commencing with the date of the appropriation and continuing during the period of any restoration and, in addition, for the remainder of the Lease Term to the extent that the Premises are not fully restored.

11.9 Proration and Refund of Payments. If this Lease is terminated pursuant to this Article 11, the Rent shall be prorated to the date of termination. Landlord shall repay to Tenant any Rent paid by Tenant for any period beyond the date of termination to the extent same is in excess of amounts then owed by Tenant to Landlord.

11.10 Date of Payments. All payments due Tenant from Landlord by reason of an appropriation shall be paid to Tenant without prior notice or demand and on or before the expiration of a period of ten (10) days from the date on which the amount of the award is finally determined and Landlord obtains, or has the right to obtain, whichever shall first occur, such award. If Landlord shall fail to make any such payments to Tenant on or before the expiration of such ten (10) day period, in addition to any and all other remedies available to Tenant under this Lease or otherwise, Landlord shall be obligated to pay interest to Tenant on the unpaid amount of such payments at the maximum rate permitted by law.

ARTICLE 12

COMPLIANCE WITH LAWS

12.1 Definition of "Laws and Orders." For purposes of this Article 12, the term "Laws and Orders" includes all Federal, State, county, city, or government agency laws, statutes, ordinances, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued

which are applicable to the Premises, the Building and the Real Property. The term also includes government measures regulating or enforcing public access or occupational or health or safety standards for employers, employees, landlords, or tenants (including, without limitation, tenants that are public entities).

12.2 Compliance with Laws and Orders. Throughout the term of this Lease, Landlord, at Landlord's sole expense, shall comply with all Laws and Orders with respect to the Building. Landlord shall promptly make all repairs, replacements, alterations, or improvements needed to comply with all Laws and Orders; provided, however, that Landlord shall have no obligation to modify the Real Property, the Building, the Premises, or the Common Area to comply with building codes or other Laws and Orders: (a) first becoming effective after Landlord substantially completes its work to the Premises required by Section 1.3 hereof, unless such Laws and Orders specifically so require; or (b) in connection with any Alterations made by or for Tenant.

12.3 Rent Abatement. Tenant's Rent shall be abated while Tenant's use and enjoyment of the Premises is disrupted by any work required by Section 12.2, provided Tenant is not actually using the space.

12.4 Certified Access Specialist Disclosure. Pursuant to California Civil Code Section 1938, the subject property has not been inspected by a “Certified Access Specialist”.

ARTICLE 13

SURRENDER

Tenant covenants that on the last day of the term or on the last day of a renewal or extension of this Lease, it will peaceably and quietly leave and surrender the Premises in as good condition as they now are, ordinary wear and tear, repairs and replacements required to be made by Landlord, loss by fire, casualty and causes beyond Tenant's control, and alterations, additions and improvements herein permitted, excepted.

ARTICLE 14

SUBORDINATION

This Lease may, at the option of Landlord, be made subordinate to any mortgage or deed of trust now or hereafter placed upon or affecting the real property of which the Premises form a part, and to all renewals, modifications, replacements and extensions thereof; provided that as a condition of such subordination, and only if a separate written agreement is entered into by the mortgagee named in any such mortgage, or by the trustee and the beneficiary named in any such deed of trust, and is recorded simultaneously with said mortgage or deed of trust, providing that notwithstanding any default in the mortgage or deed of trust and any foreclosure thereof, or the enforcement by the holder thereof of any rights or remedies, including sale thereunder, or otherwise, this Lease shall be recognized, remain in full force and effect, and the Tenant shall be permitted to remain in quiet and peaceful possession of the Premises throughout the term thereof, and any extension or renewal thereof, as long as Tenant shall not be in default under this Lease, or, if Tenant is in such default, as long as Tenant's time to cure such default shall not have expired. Such agreements shall substantially be in the forms of **Exhibit H** attached hereto. If Tenant has

received the nondisturbance agreement and estoppel certificate in the form(s) attached hereto as **Exhibit H**, Tenant shall, within thirty (30) days after Landlord's request, execute any further instruments or assurances in recordable form that Landlord reasonably considers necessary to evidence or confirm the subordination or superiority of this Lease to any such encumbrances or underlying leases. Such subordination instrument(s) shall be strictly limited to matters contained in the nondisturbance agreement and estoppel certificate, and no such instruments may increase any of Tenant's obligations or decrease any of Tenant's rights under this Lease (other than to require notification of mortgagee whenever Tenant notifies Landlord under this Lease). Tenant's failure to execute and deliver such instrument(s) shall constitute a default under this Lease only if Landlord has first delivered the nondisturbance agreement and estoppel certificate required hereunder to Tenant.

ARTICLE 15

TRANSFER OF TENANT'S INTEREST

Tenant shall have the right at any time and from time to time to assign or otherwise transfer all or any part of Tenant's interest in this Lease and to sublet the Premises, or any part thereof, provided that: (a) any assignment or subletting shall provide that the assignee or sublessee assumes and agrees to carry out and perform all of the terms and conditions of this Lease on the part of Tenant to be carried out and performed; (b) an executed copy of the assignment or subletting shall be delivered to Landlord; (c) the proposed use is consistent with the Permitted Use provisions of this Lease governing such matters; and (d) Landlord has provided its written consent, which consent shall not be unreasonably withheld in the reasonable opinion of Landlord, and the proposed new tenant has the financial strength to support the obligations imposed by the Lease. Upon any assignment of Tenant's entire interest in this Lease, Tenant shall be released from any further liability with respect thereto upon the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord's consent shall be deemed to have been given if within thirty (30) days of notice of assignment to Landlord, Landlord fails to object to the new tenant by written notice to Tenant, stating in detail the reasons for such objection. Notwithstanding the foregoing, Tenant shall have the right at any time and from time to time without notice to Landlord to assign or otherwise transfer all or any part of Tenant's interest in this Lease to sublet the Premises, or any part thereof, to any entity that is under the direct control of the Sonoma County Board of Supervisors.

ARTICLE 16

QUIET ENJOYMENT AND TITLE

Landlord covenants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein, and covenants that Tenant on paying the Rent herein reserved and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the Premises and all appurtenances during the full term of this Lease or any extension or renewal thereof, and further covenants and represents that Landlord has a fee simple interest in the Premises. Landlord further covenants and represents that it will stand so seized on the first day of the Lease Term and will then place Tenant in actual possession of the Premises with the improvements thereon and the appurtenances thereto all in conformity with law and in a safe, clean and tenantable condition and in good order and repair.

ARTICLE 17

ENVIRONMENTAL REPRESENTATIONS

17.1 Definition of "Hazardous Material." As used in this Article 17, the term "Hazardous Material" shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the United States, the State of California, or any local government authority having jurisdiction over the Building. Hazardous Material includes:

(a) Any "hazardous substance," as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 United States Code sections 9601-9675);

(b) "Hazardous waste," as that term is defined in the Resource Conservation and Recovery Act of 1976 (42 United States Code sections 6901-6992k);

(c) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable Federal, State or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standards of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereafter in effect);

(d) Petroleum products;

(e) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 United States Code sections 2011-2297g-4;

(f) Asbestos in any form or condition; and

(g) Polychlorinated biphenyls and substances or compounds containing polychlorinated biphenyls.

Notwithstanding the foregoing, Hazardous Materials shall not include limited quantities of standard office, building and janitorial supplies reasonably necessary in connection with Tenant's use and operation of the Premises, provided that such materials are used, stored or disposed of in accordance with applicable Hazardous Substance Laws.

17.2 Compliance with Laws. With respect to Landlord's use of the Premises, the Building and the Real Property prior to this Lease, Landlord represents and warrants to Tenant that to the best of Landlord's actual knowledge, at the commencement of the Lease, the Premises, the Building and the Real Property are in compliance with all Federal, State and local laws, regulations and standards relating to the use, occupancy, production, storage, sale, disposal, or transportation of any Hazardous Materials ("Hazardous Substance Laws").

17.3 Right of Reimbursement. Tenant shall have the right to reimbursement by Landlord for Tenant's costs and expenses incurred by Tenant for any breach of Landlord's representations and warranties set forth in this Article 17. Landlord shall reimburse Tenant for such costs and expenses pursuant to this Section 17.3, within sixty (60) days of receipt of Tenant's invoice for

such costs and expenses.

17.4 Termination of Lease. In the event that Hazardous Materials are found to be present on the Premises, the Building or the Real Property through no fault of Tenant and such that the Premises, the Building and/or the Real Property are not in compliance with Hazardous Substance Laws, Tenant may, upon thirty (30) days' written notice to Landlord, terminate this Lease.

17.5 Indemnification. Landlord shall indemnify and hold Tenant fully harmless from any and all liabilities, damages, claims, penalties, fines, settlements, causes of action, cost or expense, including reasonable attorneys' fees, environmental consultant fees and laboratory fees and costs and expenses of investigating and defending any claims or proceedings resulting from or attributable to: (a) the presence, disposal, release or threatened release of any Hazardous Materials that are on, from or affecting the Premises, the Building or the Real Property, including, without limitation, the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death), or property damage (real or personal) arising out of or relating to any Hazardous Materials; (c) any lawsuits or administrative action brought or threatened, settlement reached or governmental order relating to any Hazardous Materials; or (d) any violation of any laws applicable to any Hazardous Materials.

17.6 Survival. Landlord's indemnification obligations under Section 17.5 above shall survive the expiration or sooner termination of this Lease.

17.7 Notices. The parties shall give each other written notice within three (3) calendar days after the date on which either party learns or first has reason to believe that: (a) there has or will come to be located on or about the Premises, the Building or the Real Property any Hazardous Materials; (b) any release, discharge or emission of any Hazardous Materials that has occurred on or about the Premises, the Building or the Real Property; (c) any (i) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against Landlord or with respect to the Premises, the Building or the Real Property pursuant to any Hazardous Substances Laws; or (ii) any claim has been made or threatened by any person or entity against Landlord, Tenant, or the Premises, the Building or the Real Property on account of any alleged loss or injury claimed to result from the alleged presence or release on the Premises, the Building or the Real Property of any Hazardous Materials; or (iii) any report, notice, or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any Hazardous Materials on the Premises, the Building or the Real Property. Any such notice shall be accompanied by copies of any such claim, report, complaint, notice, warning or other communications that is in the possession of or is reasonably available to such party.

17.8 Audits. Landlord shall, upon completion of any environmental sampling and testing of the Premises, the Building or the Real Property, the surrounding soil in any adjacent areas, any groundwater located under or adjacent to the Premises, the Building or the Real Property, and/or adjoining property, provide Tenant with copies of all reports of the results of such environmental audit.

17.9 Clean-Up. If Landlord is responsible for the clean-up of any contamination of the Premises, the Building or Real Property, Landlord shall carry out and complete, at its own cost and expense, any repair, closure, detoxification, decontamination, or other cleanup of the Premises, the Building or the Real Property required by Hazardous Substance Laws. Should Landlord fail to implement and diligently pursue any such clean-up promptly upon receipt of notice thereof, then

Tenant shall have the right, but not the obligation, to carry out such clean-up, and to recover all of the costs and expenses thereof from Landlord. Landlord shall reimburse Tenant for its costs for performance of such work within sixty (60) days of receipt of Tenant's invoice for the work.

ARTICLE 18

INSPECTION AND ENTRY BY OWNER

Landlord and its agents shall have the right at any reasonable time and upon at least twenty-four (24) hours' notice to Tenant, to enter upon the Premises so long as it does not interfere with the business activities of Tenant on the Premises, for the purpose of inspection, serving or posting notices, maintaining the Premises, making any necessary repairs, alterations or additions to any portion of the Premises to the extent required or permitted to Landlord under this Lease, provided, however, that Landlord and its agents shall have the right to enter upon the Premises without notice in the event of an emergency involving an immediate threat to life or property.

ARTICLE 19

NOTICE

19.1 Notices. All notices (including requests, demands, approvals, or other communications) unless otherwise set forth in this Lease, under this Lease shall be in writing.

19.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

(a) When personally delivered to the recipient, notice is effective on delivery.

(b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.

(c) When mailed by certified mail with return receipt requested, notice is effective two (2) days following mailing.

(d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery.

(e) When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on transmission as long as (1) a duplicate copy of the notice is promptly given by certified mail, return receipt requested, or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by telex or fax shall be considered to have been received on the next business day if it is transmitted after 5 p.m. (recipient's time) or on a non-business day.

19.2 Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is delivered pursuant to Section 19.1.1(b) or (d) is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date

that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

19.3 Addresses. Addresses for purposes of giving notice are set forth below:

"Tenant" **COUNTY OF SONOMA**
Facilities Development & Management
Attention: Real Estate Manager
2300 County Center Drive, Suite A220
Santa Rosa, California 95403
Fax No. 707-565-3476

With a copy to:

COUNTY OF SONOMA
Department of Health Services
Attention: Administration
3313 Chanate Road
Santa Rosa. California 95403
Fax No. 707-565-7849

"Landlord" **CORNERSTONE PROPERTIES SA, LLC**
Attention: Asset Manager
5401 Old Redwood Highway, Suite 110
Petaluma, California 94954
Fax No. 707-792-2902

ARTICLE 20

DEFAULTS; REMEDIES

20.1 Landlord's Default. Landlord shall be in default of this Lease if Landlord fails or refuses to perform any provisions of this Lease that Landlord is obligated to perform if the failure to perform is not cured within thirty (30) days after notice of default has been given by Tenant to Landlord, or such shorter period if specified in this Lease. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the thirty (30) day period and diligently and in good faith prosecutes such cure to completion.

20.2 Tenant's Remedies on Landlord's Default. Tenant, at any time after Landlord commits a default, may terminate this Lease or may cure the default at Landlord's cost. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Tenant shall be due from Landlord to Tenant within sixty (60) days of written notice that the sum was paid, and if paid at a later date shall bear interest at a rate of four percent (4%) per annum from the date the sum is paid by Tenant until Tenant is reimbursed by Landlord. The remedies set forth in this Section 20.2 are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. In the event

Landlord disputes that it is in default, Landlord shall have the right to initiate an arbitration proceeding in accordance with Article 23 except that the arbitrator shall be appointed by the presiding judge of the Sonoma County Superior Court and once appointed each side shall have ten (10) business days to submit written statements and supporting documents to the arbitrator.

20.3 Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The vacating for more than thirty (30) consecutive days or abandonment of the Premises by Tenant;

(b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, including the payment of Rent, where such failure shall continue for a period of thirty(30) days after written notice is given by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty(30) day period and thereafter diligently prosecutes such cure to completion. The purpose of this notice requirement is to extend the notice requirements of the unlawful detainer statutes of California.

20.4 Landlord's Remedies on Tenant's Default. In the event of any default by Tenant which is not cured by Tenant, Landlord may terminate this Lease by giving Tenant thirty (30) days' notice of termination. The purpose of this notice requirement is to extend the notice requirement of the unlawful detainer statutes of California. On termination of the Lease for default pursuant to this Section 20.4, Landlord shall have the right to recover from Tenant only the following amounts for any and all damages which may be the direct or indirect result of such default:

(a) The worth, at the time of the award, of the unpaid Rent that has been earned at the time of termination of this Lease;

(b) The worth, at the time of the award, of the amount by which the unpaid Rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided;

(c) The worth, at the time of the award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of the loss of Rent that Landlord proves could not have been reasonably avoided; and

(d) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default which Landlord proves could not have been reasonably avoided;

(e) Landlord shall have the option provided in Civil Code section 1951.4, which provides that, when a tenant has the right to sublet or assign (subject to reasonable limitations), the landlord may continue the lease in effect after the tenant's breach and abandonment and recover rent as it becomes due. Accordingly, if Landlord does not elect to terminate the Lease on account of any default by Tenant, Landlord may enforce all of Landlord's rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

"The worth, at the time of the award," as used in "(a)" and "(b)" of this Section 20.4 , is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in "(c)" of this Section 20.4, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

ARTICLE 21

SIGNAGE

Upon the commencement of this Lease, Landlord shall provide: (a) suite front door signage consistent with the existing signage program for the Building reasonably acceptable to Tenant (in conformance with all Laws and Orders (as defined in Article 12); and (b) signage on the Property monument sign. The cost of the signage and lettering shall be Landlord's responsibility. Subject to Landlord's prior written consent regarding size, design and configuration, Tenant may install eyebrow signage above the suite main entry door to the Premises in conformance with applicable Laws and Orders, at Tenant's sole cost and expense. Landlord shall cooperate with Tenant to obtain City of Petaluma approval for installation of such signage pursuant to this ARTICLE 21.

ARTICLE 22

BROKERAGE

Neither party has had any contact or dealings regarding the Premises or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the Lease contemplated herein, except for Tenant's broker, **Russ Mayer, Keegan and Coppin Company, Inc.**, whose commission, if any is due, shall be the responsibility of Landlord. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealing or communication, the party through whom the broker or finder makes his or her claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

ARTICLE 23

DISPUTE RESOLUTION

23.1 Arbitration of Disputes. Any dispute that is required by the express terms of this Lease to be resolved by arbitration shall be resolved by neutral binding arbitration before a panel of three (3) arbitrators unless otherwise agreed, to be held in accordance with the commercial/real estate arbitration rules of the American Arbitration Association. Judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction over the dispute.

23.1.1 Qualifications of Arbitrators. The arbitrators shall be real estate appraisers, licensed in the State of California, familiar with handling commercial lease matters.

23.2 Venue. Hearings shall be held in Santa Rosa, California, or another venue

determined by mutual agreement of the parties.

23.3 Demand and Limitation on Claims. Any demand for arbitration must be made in writing to the other party and to the American Arbitration Association. No demand for arbitration may be made after the date on which the institution of legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.

23.4 Provisional Remedies. The parties shall each have the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order, or appointment of a receiver if the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief or if there is no other adequate remedy. This application shall not waive a party's arbitration rights under this Lease.

23.5 Powers and Duties of Arbitrators. The arbitrators shall have the power to grant legal and equitable remedies, and award damages, that may be granted or awarded by a judge of the Superior Court of the State of California. The arbitrators shall prepare and provide to the parties a written decision on all matters subject to the arbitration, including factual findings and the reasons that form the basis of the arbitrators' decision. The award of the arbitrators shall be mailed to the parties no later than thirty (30) days after the close of the arbitration hearing. The arbitration proceedings shall be reported by a certified shorthand court reporter. Written transcripts of the proceedings shall be prepared and made available to the parties.

23.6 Discovery. The parties shall have the right to discovery in accordance with Code of Civil Procedure Sections 1283.05 and 1283.1 as long as the arbitrators' permission shall not be required to take a discovery deposition and neither party may take more than three depositions nor more than one set of interrogatories or requests for admissions without the approval of the other party or the arbitrators. All discovery disputes shall be resolved by the arbitrators.

23.7 Application of California Evidence Code. The provisions of the California Evidence Code shall apply to the arbitration hearing.

23.8 Costs and Fees of Arbitrators. Costs and fees of the arbitrators shall be borne by the non-prevailing party unless the arbitrators for good cause determine otherwise.

23.9 Attorney Fees. The prevailing party shall be awarded reasonable attorney fees, expert and non-expert witness expenses, and other costs and expenses incurred in connection with the arbitration, in accordance with Article 24.

ARTICLE 24

ATTORNEY FEES AND COSTS

If either party undertakes litigation or arbitration against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, arbitration costs, and court costs incurred. The prevailing party shall be determined under Civil Code Section 1717(b)(1) or any successor statute

ARTICLE 25

MISCELLANEOUS

25.1 Word Usage. Unless the context clearly requires otherwise: (a) the plural and singular numbers shall each be considered to include the other; (b) the masculine, feminine, and neuter genders shall each be considered to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting.

25.2 Counting Days. Days shall be counted by excluding the first day and including the last day. If the last day is a Saturday, Sunday, or a legal holiday as described in Government Code Sections 6700-6701, it shall be excluded. Any act required by this Lease to be performed by a certain day shall be timely performed if completed before 5 p.m. local time on that date. If the day for performance of any obligation under this Lease is a Saturday, Sunday, or a legal holiday, the time for performance of that obligation shall be extended to 5 p.m. local time on the first following date that is not a Saturday, Sunday, or a legal holiday.

25.3 Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

25.4 Force Majeure-Specific Exceptions. Unless otherwise specified, the time for performance of an obligation other than the payment of money under this Lease shall be extended for the period during which a party is prevented from performing by acts of God, government, or other force or event beyond the reasonable control of that party.

25.5 Binding on Successors. This Lease and all of the covenants, agreements, conditions and undertakings contained herein, shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

25.6 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect or be deemed to affect the meaning of any provisions hereof.

25.7 Entire Agreement. This Lease, including all exhibits, contains all of the terms, covenants, conditions and agreements between Landlord and Tenant relating in any manner to the rental, use and occupancy of the Premises. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the terms, covenants, conditions and provisions of this Lease cannot be altered, changed, modified or added to, except in writing and signed by Landlord and Tenant. All references herein, directly or indirectly, to the term of this Lease shall also be deemed to include any extensions or renewals thereof provided Tenant herein, unless expressly provided to the contrary.

25.8 Governing Law. This Lease shall be governed exclusively by its express provisions and by the laws of the State of California, and any action to enforce the terms of the Lease or breach thereof shall be brought in Santa Rosa, California.

25.9 No Joint Venture. Nothing herein contained shall be deemed in any way or have any purpose whatsoever to constitute Landlord or Tenant a partner of the other in its business or otherwise, or a joint venturer or a member of a joint enterprise with the other.

25.10 Invalidity. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

25.11 Construction of Lease. This Lease shall be strictly construed neither against Landlord nor Tenant, but shall be construed according to the fair meaning of its terms. No remedy or election given by any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies in law or equity as otherwise specifically provided. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the words "he", "his" or "him" if used with reference to Landlord shall be deemed to include the neuter or feminine gender of such pronoun. "Landlord" whenever used includes all grantors of the term, who shall be held bound jointly and severally hereby.

25.12 Signatures. This Lease may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby agree and acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called “pdf” format shall be legal and binding and shall have the same full force and effect as if an original of this Lease had been delivered.

ARTICLE 26

TELECOMMUNICATIONS EQUIPMENT

Tenant shall have the right to install, at Tenant’s sole cost, a satellite dish or similar antennae (“Telecommunications Equipment”) on the roof of the Building as set forth in this Article 26, subject to the prior written approval of Landlord as to the number, weight, design, configuration, height, footprint, and visual impact of said dish or antennae, which approval shall not be unreasonably withheld or delayed, but which approval may be reasonably conditioned. The parties expressly agree that Tenant’s rights to use the Roof for Telecommunications Equipment hereunder are personal to the actual occupant of the Premises, and may not be sublet or assigned to any third party or used for any purpose other than the occupant’s actual business needs (for example Tenant may not use the roof as a County of Sonoma mobile data terminal site, 911 site, or general communications site or facility). Tenant shall have the right to install, operate and maintain the Telecommunications Equipment on or about the Premises, the Building and the roof of the Building, subject to Landlord’s prior written approval as described in the preceding sentence. In installing the Telecommunications Equipment, Tenant shall adhere to industry standards for installation and workmanship, all work to be completed to Landlord’s reasonable satisfaction. Landlord reserves the right to have its roofing inspector supervise and review installation(s) to ensure the integrity of the roof structure is maintained. In addition, the installation of such Telecommunications Equipment shall not cause damage to the Building or roof and the use shall not result in excessive electrical use or diminish the rentable square footage of the Building or square footage of the roof. Tenant shall be responsible for procuring whatever consents, approvals, licenses or permits that may be required for the installation, use, operation and removal of the Telecommunications Equipment, and said installation, use, operation and removal shall comply with applicable Laws and Orders. Tenant shall at all times and at Tenant’s sole cost and expense be responsible for

proper maintenance of the Telecommunications Equipment and all governmental permits and approvals required in connection therewith. At the expiration or sooner termination of the Lease Term, Tenant shall remove all Telecommunications Equipment and patch the roof area beneath the Telecommunications Equipment to a comparative condition as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

`

"LANDLORD": **CORNERSTONE PROPERTIES SA, LLC**, a California limited liability company

By:_____
Alon Adani, Member

"TENANT": **COUNTY OF SONOMA**, a political subdivision of the State of California

By:_____
Caroline Judy, Director
General Services Department

The General Services Director, or General Services Deputy Director, is authorized to execute this Lease, pursuant to the Board of Supervisors' Summary Action dated _____, 2017.

APPROVED AS TO FORM FOR TENANT:

_____
Elizabeth Coleman With, Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

_____
Barbie Robinson, Director
Department of Health Services

_____
Marc McDonald, Real Estate Manager
General Services Department

CERTIFICATE OF INSURANCE ON FILE WITH DEPARTMENT:

Reviewed by:_____ Date:_____

EXHIBIT A

Premises
(Premises outlined in red)

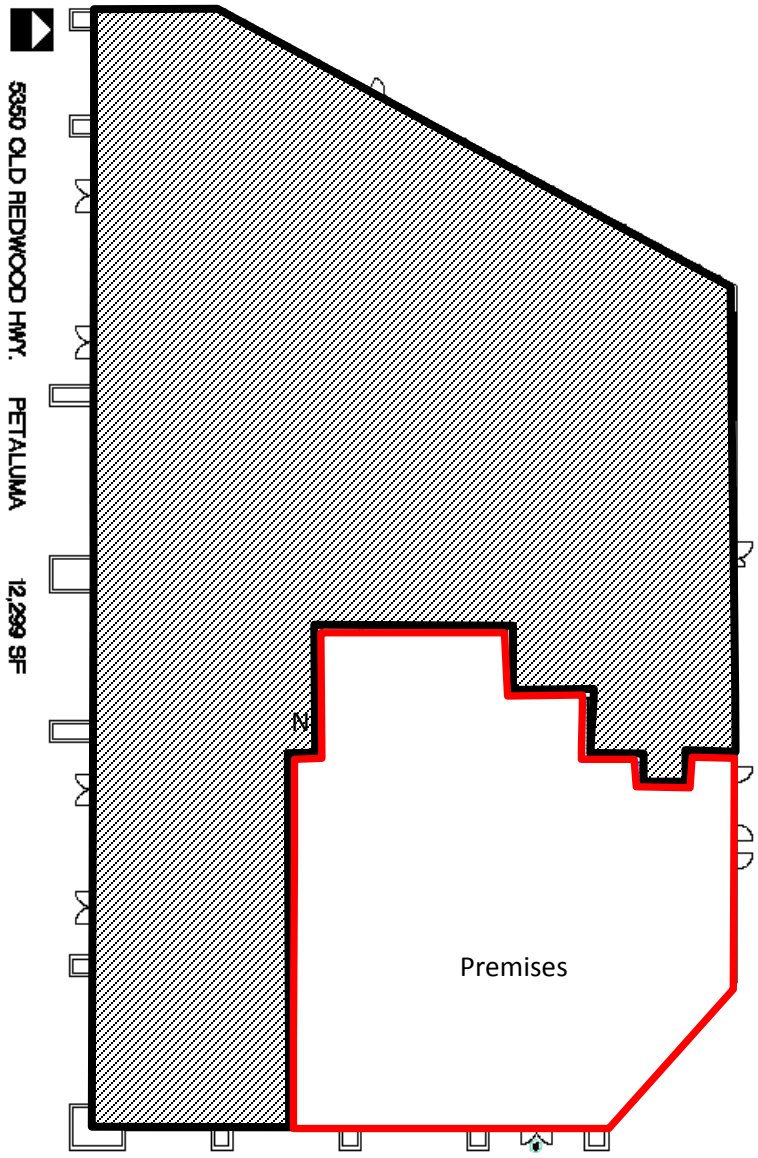


EXHIBIT B

Site Plan

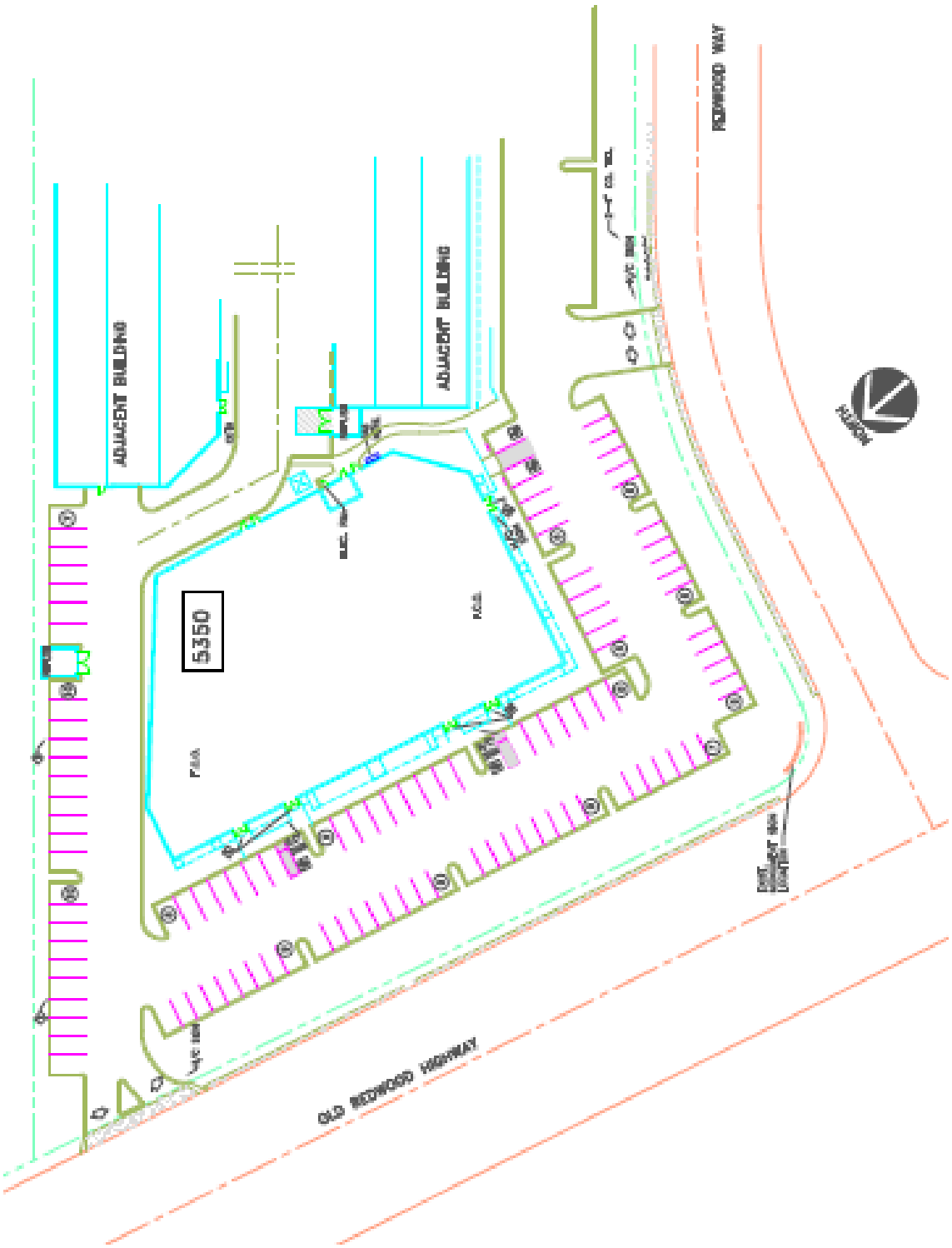


EXHIBIT C

LEASEHOLD IMPROVEMENT AGREEMENT

This Leasehold Improvement Agreement is dated for reference purposes only as _____, 2017 ("Effective Date"), and is made by and between **CORNERSTONE PROPERTIES SA, LLC**, a California limited liability company ("Landlord"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant"), as part of that certain Lease dated as of the same date as this Leasehold Improvement Agreement between them, affecting the real property commonly known as 5350 Old Redwood Highway, Suite 600, located in the City of Petaluma, State of California. Capitalized terms used, but not otherwise defined, in this shall have meanings ascribed to those terms in the Lease. The following provisions are added to the Lease and, in the event of conflict between this Leasehold Improvement Agreement and the Lease, this Leasehold Improvement Agreement shall prevail.

ARTICLE I

DEFINITIONS

1.1 Definitions. Wherever used in this Leasehold Improvement Agreement, the following terms are defined as follows:

Architect means Kevin O'Malley, of O'Malley Wilson Westphal Architects or designee.

Contractors means the General Contractor (if Landlord elects to engage one) and all other general contractors, design-build contractors, subcontractors, and material suppliers who provide labor and materials for construction of the Leasehold Improvements. Each Contractor shall be duly licensed by the State of California and in good professional standing.

Construction Costs means all costs incurred to complete the Leasehold Improvements, including, without limitation, the following:

a. Payments to Contractors for labor, material, equipment, and fixture supplied pursuant to any construction contract entered into in accordance with this Leasehold Improvement Agreement;

b. Fees paid to Designers for services required by this Leasehold Improvement Agreement

c. Taxes, fees, charges, and levies by governmental and quasi-governmental agencies for Permits or for inspections of the work;

d. Utilities incurred in the course of the construction;

e. Costs incurred for the management and administration of the construction, including without limitation, wages, labor burden, and expediting, procurement, and administrative expenses; and

f. Any and all other costs incurred to complete the Leasehold Improvements.

Construction Documents means this Leasehold Improvement Agreement and the Final Plans.

Design and Construction Schedule means the schedule for preparation, approval, disapproval, modification, and completion of the Final Plans and for obtaining Permits required for the Leasehold Improvements and for the commencement, prosecution, and Substantial Completion of all Leasehold Improvements, which schedule is attached to this Leasehold Improvement Agreement as **Attachment A**, and incorporated into the Leasehold Improvement Agreement by this reference.

Design Process means the process for creation of the Final Plans as set forth in **Attachment B**.

Designers means the Architect and all other architects, structural engineers, mechanical engineers, and the other design professionals that are needed to design the Leasehold Improvements, each of whom shall be duly licensed by the State of California and in good professional standing.

Engineered Plans means the heating, ventilating and air conditioning system engineering plans, specifications and calculations prepared by an independent, licensed mechanical engineer reasonably acceptable to both parties and engaged by Landlord or the Architect (and not any mechanical or other subcontractor). Such engineer is hereinafter referred to as the "Heating Ventilating and Air Conditioning Engineer". It is the specific intention of the parties that the heating, ventilating and air conditioning system will not be designed under a so-called 'design-build' arrangement.

Final Plans are those working drawings, plans, specifications, elevations, finishes and other documents, including, without limitation, the heating, ventilating and air conditioning Plans, the Engineered Plans, prepared by the Designers and approved by the parties in accordance with this Leasehold Improvement Agreement.

General Contractor means the general contractor selected by Landlord, if Landlord elects to engage one.

Landlord Delay means any actual delay in the Substantial Completion of the Leasehold Improvements as a consequence of:

a. Landlord's failure to fulfill its obligation as set forth in the Design and Construction Schedule, or this Leasehold Improvement Agreement which is not cured within twenty-four (24) hours following written notice to addressee, as set forth in Section 19.3 of the Lease, to Landlord of the default;

b. A willful or negligent act or omission of Landlord or Landlord's Representative, Landlord's agents, or employees that interferes with the progress of the work and which is not remedied within twenty-four (24) hours after delivery of written notice from Tenant's Representative to Landlord's Representative of the interference.

Landlord's Representative means Jennifer McKinzy, or such other person as Landlord shall designate in writing to Tenant as its authorized representative for the purposes of administering this Leasehold Improvement Agreement. Landlord's Representative shall have no right to modify any term or conditions of this Leasehold Improvement Agreement or the Lease.

Laws and Orders shall have the meaning set forth in Section 12.1 of the Lease.

Leasehold Improvements means the improvements, modifications, and alterations to be constructed in or about the Premises in accordance with this Leasehold Improvement Agreement.

Permits means the permits, approvals, and consents of governmental authorities and third parties having jurisdiction over the Leasehold Improvements that are required for commencement and completion of the Leasehold Improvements, including without limitation, building permits, sign permits (other than eyebrow sign permits) and other permits.

Punchlist is defined in Section 5.2 of this Leasehold Improvement Agreement.

Substantial Completion or Substantially Completed or Substantially Complete is defined in Section 5.1 below.

Scheduled Completion *Date* means the scheduled date for Substantial Completion of the Leasehold Improvements as specified in Section 2.3 of the Lease.

Tenant Delay means any actual delay in the Substantial Completion of the Leasehold Improvements as a consequence of:

a. Tenant's failure to fulfill its obligation as set forth in the Design and Construction Schedule, or this Leasehold Improvement Agreement which is not cured within twenty-four (24) hours following written notice to addressee, as set forth in Section 19.3 of the Lease, to Tenant of the default;

b. Change Orders requested by Tenant, provided the delay will not exceed the amount of delay specified in the Change Order;

c. A willful or negligent act or omission of Tenant or Tenant's Representative, Tenant's agents, or employees that interferes with the progress of the work and which is not remedied within twenty-four (24) hours after delivery of written notice from Landlord's Representative to Tenant's Representative of the interference.

Tenant's Design Requirements means the documents included in **Attachment C** to this Leasehold Improvement Agreement.

Tenant's Representative means County's representative or such other person as Tenant shall designate in writing to Landlord as its authorized representative for the purposes of administering this Leasehold Improvement Agreement.

Tenant's Work means furniture, fixtures and equipment not shown or described in Tenant's Design Requirements or the Final Plans, telephone cable from the

Building's point-of-demarcation to and within the Premises, computer and network cable within the Premises, interior signs not shown or described in Tenant's Design Requirements, Tenant's security system if one is to be installed, and Tenant's personal and business property.

ARTICLE II

DESIGNATION OF REPRESENTATIVES

2.1 Designation of Representatives. Landlord and Tenant respectively appoint Landlord's Representative and Tenant's Representative as their sole representatives for the purposes of administering this Leasehold Improvement Agreement. Until replaced upon written notice, Landlord's Representative and Tenant's Representative will have the full authority and responsibility to act on behalf of Landlord and Tenant, respectively, as required in this Leasehold Improvement Agreement, but shall have no right to modify this Leasehold Improvement Agreement or the Lease or to waive any materials right of his or her principal under this Leasehold Improvement Agreement.

ARTICLE III

CONTRACT DOCUMENTS AND PERMITS

3.1 Retention of Architect, Design Process and Delivery of Tenant's Design Requirements. Landlord shall retain the Architect to prepare the plans and specifications for the Leasehold Improvements in accordance with the Design Process and Tenant's Design Requirements. Landlord shall also retain the Heating Ventilating & Air Conditioning Engineer to prepare the Engineered Plans in accordance with the Design Process and Tenant's Design Requirements.

3.2 Preparation and Approval of Final Plans. Landlord shall cause the Architect to prepare proposed Final Plans (which Final Plans shall include, but not by way of limitation, the Lighting Plans, Heating Venting & Air Conditioning Plans and the Engineered Plans), which shall conform to Tenant's Design Requirements, on or before the last date specified in the Design Schedule for completion of such items. Tenant shall review the Final Plans and deliver to Landlord Tenant's written approval or disapproval of the Final Plans within the time limits stated in the Design Schedule. If Tenant disapproves in any respect the Final Plans, the parties shall confer and negotiate in good faith to reach written agreement on such item(s), using all reasonable efforts to achieve final agreement on such item(s) by the last date for agreement specified in the Design Schedule. Tenant agrees to work closely with the Architect to value engineer the proposed Final Plans, provided, however, that, such value engineering shall not compromise Tenant's Design Requirements.

3.3 Standards for Consent. Tenant shall not unreasonably withhold its approval of the Final Plans, unless the Final Plans do not substantially conform to the Tenant's Design Requirements or the Leasehold Improvements are unsuitable for the conduct of Tenant's business. Any disapproval by Tenant shall be accompanied by a written statement of the disapproved item, the reasons for disapproval, and the specific changes required to make the Final Plans acceptable. If Tenant's written notice of

disapproval is not delivered in accordance with the time limits and standards set forth in this section, approval shall be deemed given.

3.4 Application for Approvals. When Tenant approves the Final Plans, Landlord shall submit them to all appropriate governmental agencies and third parties for issuance of the Permits required for the construction of the Leasehold Improvements and occupancy by Tenant of the Premises for its intended use. Landlord shall use all reasonable efforts to obtain the Permits within the time permitted by the Design Schedule.

3.5 Changes to Construction Documents. After being approved by Tenant in accordance with the foregoing, the Final Plans established in accordance with Article III, may be modified only by a written "Change Order" executed by Landlord and Tenant, which clearly describes: (a) the change; (b) the party required to perform the change; (c) any modification of the Final Plans necessitated by the Change Order; (d) the cost or credit to Tenant, if any, of the Change Order; and (e) the delay, if any, in completion of Landlord's Work and Substantial Completion. Neither Landlord nor Tenant shall unreasonably withhold or delay its approval of any Change Order (whether requested by a party or required by Law and Orders).

ARTICLE IV

PERFORMANCE OF THE WORK

4.1 Selection of Contractors. When Tenant has approved the Final Plans and Landlord has obtained the Permits required for construction of the Leasehold Improvements, Landlord, or the General Contractor (if Landlord elects to engage one), shall prepare, and circulate an appropriate (as determined by Landlord) bid package for bidding by the various subcontractors (the "Contractors"). When the bids are received and approved by Landlord and Tenant, Landlord shall enter into a construction contract with the General Contractor based on the lowest qualified subcontract bids selected by Landlord, and reasonably approved by Tenant. No Contractor shall have any direct right or remedy against Tenant for payment of any sum or performance of any obligation with respect to the Leasehold Improvements.

4.2 Commencement and Completion of Leasehold Improvements. When all Permits for construction of the Leasehold Improvements have been obtained and Landlord and the General Contractor (if Landlord elects to engage one) have entered into a construction contract in accordance with Section 4.1 above, Landlord shall cause the General Contractor or Contractors (as the case may be) to commence and to thereafter diligently prosecute the construction of the Leasehold Improvements in accordance with the Permits and the Final Plans, so that the Leasehold Improvements will be Substantially Completed on or before the Scheduled Completion Date. Landlord shall comply with the applicable provisions of California Labor Code Sections 1720.2 and 1770 et seq., regarding general prevailing wages.

4.3 Tenant's Entry. Landlord shall notify Tenant when the Leasehold Improvements are Substantially Completed and shall permit Tenant's contractors to enter into the Premises for the purpose of conducting Tenant's Work. Tenant and Landlord shall cooperate in good faith to schedule, coordinate, and perform their respective construction activities in an orderly manner and Tenant shall comply, and shall cause its contractors to

comply, with all reasonable rules and regulations promulgated in writing by Landlord and provided to Tenant for the performance of Tenant's Work in the Premises.

4.4 Standards for Performance of the Work. Landlord shall cause the Leasehold Improvements to be constructed by well-trained, adequately supervised workers, in a good and workmanlike manner, free from design, material and workmanship defects in accordance with all Construction Documents and all Laws and Orders. Notwithstanding anything stated to the contrary in the Lease or this Leasehold Improvement Agreement, Tenant's acceptance of possession of the Leasehold Improvements shall not waive Landlord's duties under this Section 4.4, and Landlord shall promptly remedy any defective work at its sole cost and expense. Landlord shall enforce any and all warranties provided by the General Contractor and any Contractors regarding construction of the Premises.

ARTICLE V

COMPLETION OF THE WORK

5.1 Substantial Completion. Landlord's Work shall be deemed "Substantially Complete" when: (a) construction of the Leasehold Improvements has been substantially completed in accordance with the Final Plans, the Permits, and Laws and Orders; (b) the Architect has certified that the Leasehold Improvements have been constructed in accordance with the Final Plans; (c) Landlord's Representative and Tenant's Representative agree that all work has been substantially performed, such agreement not to be unreasonably withheld; (d) there is no incomplete or defective work that unreasonably interferes with Tenant's use of the Premises; (e) the Leasehold Improvements are ready for occupancy by Tenant (including a temporary or final Certificate of Occupancy) except for the completion of Tenant's Work; and (f) all utilities are hooked up and available for use by Tenant in the Premises. The Substantial Completion Date shall not occur until the Leasehold Improvements are Substantially Completed and Tenant has had at least thirty (30) calendar days to complete Tenant's Work. As used in this Leasehold Improvement Agreement, the terms Substantial Completion, Substantially Completed, Substantially Complete have the same meaning.

5.2 Inspection and Punchlist. Tenant's Representative and Designers shall have the right to enter the Premises at all reasonable times for the purpose of inspecting the progress of construction of the Leasehold Improvements. Landlord shall notify Tenant's Representative when the Leasehold Improvements are Substantially Completed. On receipt of such notice, Tenant's Representative, Landlord's Representative, and the Architect shall inspect the Leasehold Improvements and prepare a written list of any items that are defective, incomplete, or do not conform to the Final Plans or the Permits and Laws and Orders (the "Punchlist"). Tenant may augment the Punchlist at any time on or before forty-five (45) days following the Substantial Completion Date. Tenant's failure to specify any item on the Punchlist, however, shall not waive Landlord's obligation to construct the Leasehold Improvements in accordance with this Leasehold Improvement Agreement. Landlord shall cause all Punchlist items to be remedied within sixty (60) days after the Substantial Completion Date.

5.3 Delay in Substantial Completion. If the Substantial Completion of the Leasehold Improvements is delayed due to a Landlord Delay, the provisions of Sections

2.3 and 2.4 of the Lease shall govern. If the Substantial Completion of the Leasehold Improvements is delayed due to a Tenant Delay, Rent due under the Lease shall be accelerated by one (1) day for each day of Tenant Delay.

ARTICLE VI

PAYMENT OF CONSTRUCTION COSTS

6.1 Duty to Pay Construction Costs. The Leasehold Improvements shall be completed at the sole expense of Landlord, without reimbursement by Tenant, except as Tenant and Landlord may otherwise agree in writing after the date of this Leasehold Improvement Agreement. Tenant shall bear all costs of performing Tenant's Work.

6.2 Notice of Non-responsibility. Landlord shall provide Tenant with at least ten (10) days' prior written notice of the date of commencement of construction of the Leasehold Improvements, in order to permit Tenant to post, file, and record such Notices of Non-Responsibility and other instruments as may be necessary to protect Tenant and its property from claims by Contractors for Construction Costs that are to be paid by Landlord pursuant to this Leasehold Improvement Agreement.

ARTICLE VII

RISK OF LOSS

If the Premises or any portion of the Leasehold Improvements are damaged or destroyed prior to the Substantial Completion Date, the parties shall have the following rights to terminate the Lease:

a. Tenant may terminate the Lease, if (in the reasonable opinion of the Architect) the building cannot be restored and the Leasehold Improvements Substantially Completed prior to one hundred twenty (120) days after the Scheduled Completion Date.

b. If the Premises or the Leasehold Improvements are damaged or destroyed prior to the Substantial Completion Date and the Lease is not terminated pursuant to this section, Landlord shall promptly and diligently cause the General Contractor to restore the Premises and complete the construction of the Leasehold Improvements.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Leasehold Improvement Agreement, intending to be bound by it as of the Effective Date.

LANDLORD: **CORNERSTONE PROPERTIES SA, LLC**, a California limited liability company

By:_____
Alon Adani, Member

TENANT: **COUNTY OF SONOMA**, a political subdivision of the State of California

By:_____
Caroline Judy, Director
General Services Department

APPROVED AS TO FORM FOR TENANT:

_____
Elizabeth Coleman With
Deputy County Counsel

APPROVED AS TO CONTENT FOR TENANT:

_____
Barbie Robinson, Director
Department of Health Services

_____
Marc McDonald, Real Estate Manager
General Services Department

Attachment A

Design and Construction Schedule

MILESTONE	DATE or DAYS TO COMPLETE
1. Tenant approves final sketch plan (attached)	Completed
2. Tenant submits sketch plan to LL (attached)	Completed
3. Tenant's Board of Supervisors Meets to Declare Intention to Enter into Lease and Issues Guarantee Letter for Designer Fees and Permits	May 2, 2017
4. Landlord submits Design Development Documents for approval by Tenant	
5. Tenant approves Design Development Documents	
6. Tenant's Board of Supervisors Meets to Conduct Public Hearing and Execute Lease	June 6, 2017
7. Architect completes Final Plans based on approved Design Development Documents	
8. Tenant will approve, conditionally approve or disapprove the Final Plans	
9. Architect completes the Final Plans and Specifications	
10. Tenant orders furniture, fixtures and equipment	
11. Last day for Landlord and Tenant to agree upon and initial the Final Plans	
12. Last day for Landlord to obtain all Permits	
13. Scheduled Completion Date of Leasehold Improvements and start of Tenant fixturization period	
14. Last day for Substantial Completion of Leasehold Improvements	
15. Completion of punch list and final walkthrough	
16. Tenant fixturization period completed	
17. Last day that LL can give Tenant notice that the work is Substantially Completed, or Tenant may terminate	

Attachment B

Design Process

Landlord's Architect is the architect of record for the Leasehold Improvements. The parties agree to use all reasonable efforts to complete the design documents for the Premises. Tenant has provided Landlord with a preliminary architectural program and outline specifications for the Leasehold Improvements (the "Program"). Based on said Program, Landlord has completed the schematic design, as more particularly described below.

Schematic Design. The schematic design phase has been completed by Landlord's Representative, and is reflected by Tenant's Design Requirements attached hereto as **Attachment C**.

Design Development. Based on Tenant's Design Requirements attached hereto as **Attachment C**, the Landlord's Architect shall prepare, for approval by the Tenant, design development documents ("Design Development Documents") to fix and ascribe the size and character of the Leasehold Improvements as to architectural, lighting (Including daylighting), structural, mechanical, electrical, and other elements. In addition, the Design Development Documents shall include the following details: (a) specific electrical, mechanical and fire sprinkler distribution plans, including, without limitation, the Engineered Plans (as defined above); (b) a reflected ceiling plan; (c) millwork and cabinet elevation drawings and door details; (d) three (3) color finish boards (including specifications, swatches and samples); (e) other details as reasonably required including, without limitation, building security and safety system/building evacuation plans or other plans in the event of an emergency. If requested by Tenant prior to the end of the Schematic Design phase, the Design Development Documents shall include a separate telecommunications and computer systems cabling plan, to be prepared by the Designers, at Tenant's sole cost and expense (via Change Order). Architect shall advise Tenant and Landlord of any adjustments to the schedule.

Final Plans. Based on the schematic design attached hereto as **Attachment C**, Landlord's Architect shall prepare, for approval by the Tenant, the Final Plans and Specifications for approval by Tenant and Landlord.

Attachment C

Tenant's Design Requirements/Outline Specifications

I GENERAL REQUIREMENTS

II CONSTRUCTION AND CODE CRITERIA

III DESIGN REQUIREMENTS

Division 2 Sitework
- A Parking

Division 6 Wood and Plastics
- A Cabinets

Division 7 Thermal and Moisture Protection
- A Exterior Walls
- B Roofs

Division 8 Windows and Doors
- A Windows
- B Doors
- C Hardware

Division 9 Finishes
- A Floors
- B Carpet
- C Ceilings
- D Window Coverings
- E Painting

Division 10 Specialties
- A Toilet Room Accessories
- B Signs
- C Modular Systems Furniture

Division 13 Special Construction
- A Sound Control

Division 15 Mechanical
- A Plumbing
- B Heating Venting & Air Conditioning

Division 16 Electrical

Division 17 Security System

I - GENERAL REQUIREMENTS

A The Premises shall consist of the Useable and Rentable Square Footage described in Section 1.1 of the Lease and appurtenant facilities complete and ready for occupancy and in accordance with attached sketch plans and these outline specifications.

B The Tenant's intent is to achieve adequate standards of quality and yet to avoid unnecessary alterations so that in all cases where Tenant agrees an existing feature meets requirements specified herein, the Landlord's obligation is only to maintain that feature, as it exists.

C These specifications and design criteria describe minimum standards of quality and construction for Premises. Construction methods or materials other than those mentioned herein may be acceptable if in the opinion of the Tenant they provide equal appearance and utility. Prior approval in writing (which may be in the form of electronic mail) must be secured before substitution. Any deviations from the Exhibits of the Lease shall require approval from the Tenant.

D Any reference in these documents to "plans", "sketch plans", or "as shown on plans" should be construed to mean as shown or described in **Attachment C-1** (below).

E In case of conflict between the sketch plans and these "Outline Specifications" the sketch plans shall supersede these specifications. When such conflict is discovered, contact the Tenant for clarification and/or interpretation.

F Submit copies of design documents (drawings, calculations, electrical needs, lighting system, and proposed heating, ventilating, and cooling system) to Tenant for review and conceptual approval. Documents shall be retained by Tenant and shall be provided at no cost to Tenant. Submittals shall be made at two stages:

> **Submittal Stage 1**: Submit documents at end of Final Plans. Tenant's conceptual approval will be required prior to moving on to the Permits phase.
>
> **Submittal 2:** Prior to commencing construction, provide Tenant with copy of permit set of documents as approved by local building authority.

G Should the Tenant make comments with regard to working drawings and specifications, they shall be construed as advisory only and shall not relieve Landlord from sole responsibility for conformity of the Premises to all lease exhibits or attachments, or compliance with all applicable codes and regulations.

II - CONSTRUCTION AND CODE CRITERIA

A Premises, when completed, shall conform to applicable codes, ordinances, and zoning laws and shall be constructed in accordance with sound engineering practices. Landlord shall obtain a building permit for required construction and tenant improvements from the local authority and, upon completion of construction, a Certificate of Occupancy. Landlord shall furnish the Tenant with copies thereof.

B Prior to beginning construction, submit proposed construction schedule for Tenant's review and approval.

C Landlord shall furnish certification from the local Fire Marshal (which shall be in the form of permit card sign-off) that Premises comply with local fire regulations, as appropriate. If Tenant detects either before or after occupancy fire, safety or health hazards, Landlord shall correct them at the Landlord's sole cost and expense. Premises shall include installation and annual servicing of fire hoses and extinguishers in cabinets located as required by codes as applied by officials responsible.

D Landlord hereby guarantees that Premises, when completed and ready for occupancy, are tenantable and that mechanical, electrical, plumbing, and all other facilities and features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service in accordance with these specifications and for the full term of the Lease. All labor shall be skilled for each kind of work and all workmanship must be thorough and first-class in all respects.

E Where the Tenant occupies any portion, or all of a multi-story building, the Landlord shall provide an emergency evacuation plan for the tenants. The plan shall be coordinated with the tenant agency Emergency Coordinator. In addition to any code required exit signage, Landlord shall provide sufficient "key" floor plans to clearly delineate emergency exit routes, corridor located fire extinguishers and fire alarm pull stations. Key plans shall be located in central traffic areas, wall mounted and framed under glass, minimum size 8" x 10".

F The requirements of California Code of Regulations Title 24, State Building Code relative to Access Law Compliance, and Americans with Disabilities Act, and Uniform Federal Access Standards, must be included in the planning of these Premises. All new construction work shall be planned to comply with the above-mentioned standards. Modifications of existing conditions to reach compliance are also required unless the alterations and cost meet the qualifications for unreasonable hardship.

G Hazard Communication Program (for work in and adjacent to areas already occupied by Tenant): Always use the least hazardous material available that will achieve required results. Prior to beginning any construction in or adjacent to spaces already occupied by Tenant, Landlord shall provide the following information:

1. Material Safety Data Sheets or other appropriate literature on any hazardous materials (paint thinners, solvents, mastics, etc.) that will be used during construction.

2. Identify any procedures likely to produce vapors, odors, fumes, dust, etc. Such procedures shall only be undertaken during times when adjacent areas are not occupied (for example, evenings, weekends). Provide adequate ventilation to ensure that all vapors, etc. are expelled from building prior to next business day.

3. Any safety precautions Tenant should take regarding proposed construction.

III - DESIGN REQUIREMENTS

2 – Sitework

A Parking: If parking is shown or indicated on plans or in lease documents, it shall have pre-cast concrete bumpers or curbs to protect property and pedestrians and shall be paved, including paved access from street and be properly graded for effective disposal of surface water away from building, and off site. Each stall shall have unobstructed individual access.

Mark parking stalls with painted 4" wide stripes of white traffic paint or indicate by marker buttons. Provide appropriate designation of space for Tenant and Americans with Disabilities Act requirements.

B Provide accessible route between handicap-designated parking space/s and main building entry serving each tenant space.

6 - Wood and Plastics

A Cabinets:

1. Provide new cabinetwork as shown and where indicated on plan. Manufacture items per the current edition of the Woodwork Institute of California "Manual of Millwork" standards for "Custom Grade" millwork. Each item of casework and plastic laminate counter top shall be built in accordance with Woodwork Institute of California standards. Cabinet core materials shall be veneer core hardwood plywood or 3/4" medium density fiberboard. High-density particleboard and tempered hardboard products will not be permitted. Countertop core materials shall be plywood. No product containing formaldehyde shall be used.

2. Cabinets shall be of sizes and types indicated on the plans. Unless otherwise noted, base cabinets shall have one row of drawers and one adjustable shelf below with hinged doors unless noted otherwise. Provide a 4" toe space at base cabinets. Upper cabinets shall have two rows of adjustable shelves and hinged doors unless noted otherwise. Access openings and other cutouts to plumbing and electrical fixtures and lines shall be provided by the cabinetmaker; field cutouts shall be minimized and shall be finished to match casework.

3. Counter tops and cabinets shall be covered with plastic laminate at all exposed surfaces. Counter tops shall be self-edged unless otherwise noted. Counter tops with sinks shall have a no-drip, bull-nose edge, and an integral cove, with a sanitary metal rim around the sink or a self-rim stainless steel sink. Other materials may be submitted to the Tenant for approval.

4. Where concealed, shelves may be of minimum 3/4", white melamine, per Woodwork Institute of California Specifications. Cover exposed edges with plastic laminate or hardwood edging.

5. Face of millwork to be high-pressure decorative plastic laminate: National Electrical Manufacturers Association LD-3 grades as required by Tenant Specifications. Use Formica, Wilsonart, Nevamar, or equal, subject to approval by Tenant.

6. Provide 3-way adjustable European-style concealed hinges and wire pulls plated to match hardware.

7. Finishes for casework shall be plastic laminate. Color to be selected by Tenant.

8. Design all casework to meet the requirements of the Americans With Disabilities Act. Work surfaces and counters shall be adjustable in height wherever possible for accessibility and flexibility.

7 - Thermal and Moisture Protection

A Exterior walls, including door and window assemblies, shall be constructed or processed so that they are weatherproof. Seal all visible cracks that allow outside air to penetrate the building's envelope.

B Roof shall be weather tight and provided with suitable drainage system that will effectively dispose of roof water without interfering with use of Premises.

8 – Windows and Doors

A Windows:

Glazed openings in office partitions shall have 3'-6" high sill unless noted otherwise on plans. Glass shall be clear unless noted otherwise and shall meet all applicable code requirements. All products shall be commercial grade.

B Doors:

1. All interior doors shall be of minimum dimension 3'-0" x 6'-8" x 1-3/4" thick, flush solid core wood. Doors with locksets shall be solid core. Face veneer shall be rotary cut, Building standard birch or maple or beech suitable for stained or natural transparent finish. All double doors shall conform to Building standard.

2. Glass view panels in interior doors shall be minimum 3/16" clear float glass, tempered as required by code.

3. Fire-rated door and frame assemblies shall be installed where noted or as required by code. Doors and frames shall bear Underwriters Laboratory label for required fire resistive rating. Modification of labeled assemblies will be subject to inspection and approval by the Office of the Fire Marshal who may require re-testing and/or re-certification.

4. Doors separating conditioned and unconditioned space shall be weather stripped or have a door gasket to effectively and reliably limit air infiltration. Adhesive foam-type or felt weather-stripping is not acceptable.

C Hardware:

1. Furnish and install hardware required for complete installation, including but not limited to, hardware for locks, latches, door butts with non-removable pins on out swinging exterior doors, door stops, and, where indicated on plan, metal thresholds, metal kick plates, metal push plates, single or double acting self-closing gravity operated gate hinges.

2. Provide lever type hardware to comply with Title 24 Access and the Americans with Disabilities Act requirements. Locksets and latch sets shall be "Schlage," or approved equal. Interior office doors may have Schlage "AL" series latch sets or equal. Doors providing access to Premises, isolated storage rooms and other doors shall have a lock, shall have Schlage "D" Series or equal. **Confirm interior and exterior key system and requirements with Tenant prior to installation. (Provide 6-pin cylinder capable of being keyed to Tenant's master key system.)**

3. Provide adjustable door closers on entrance doors, doors to toilet room and their vestibules, doors between leased spaces and public areas, and on other doors where noted on the plan. Spring-loaded hinges will not be allowed in lieu of door closers.

9 - Finishes

A Floors:

1. Concrete floors in janitor closets, heater or utility rooms shall be cleaned and treated with epoxy coating. Office areas throughout shall have carpet or other floor covering per **Exhibit A** with 4" top-set rubber base, unless otherwise specified. Floor covering shall extend under counters and cabinets. Colors and patterns shall be as selected or approved by Tenant.

2. Floors in toilet rooms shall be of nonabsorbent material impervious to moisture (such as sheet vinyl, terrazzo, ceramic tile, or approved equal material) with 6" minimum base. Provide 4' high wainscot of equal material at plumbing fixture walls, walls within water closet compartments, and walls within 24" of the front and sides of urinals. Exposed concrete floors are not acceptable in toilet rooms.

B Carpet:

All areas shall receive new carpeting. Carpeting may be either broadloom or carpet tiles. Approved products: Lees Commercial Grade - Lineage, Interface Carpet Mills - Quantum Plus Series, Moiré Plus Series with Protekt 2 or equal. Broadloom carpet shall be of level loop or multi-level loop broad loom, nylon face yarn, Antron or Baden Aniline & Soda Fabrik with inherent static control, minimum 28 oz./sq. yd. face yarn weight. No pads will be used. Pattern and color as per drawings, or approved equal. Landlord shall purchase at least ten percent (10%) additional carpet tile stock (if tiles are used) and retain same to allow prompt replacement of stained or damaged carpet tiles.

C Ceilings of office areas including reception, corridors, and office storage areas shall have acoustical ceilings of "T" bar systems with new acoustical lay-in panels or other approved material with equivalent acoustical qualities. Ceiling height shall be a minimum of 9'-0" and a maximum of 12'-0". If existing “T” bar system is in place, the grid shall be painted (if needed for a professional appearance) and new tiles installed.

D Window Coverings (horizontal blinds) will be provided on all exterior windows, interior sidelight windows adjacent to each door, office and conference room sidelights. Acceptable manufacturer is Riviera Dust Guard 1-inch Blind by Levolor, or equivalent. Include cord lock and hold down brackets, unless integrated into blind design.

E Painting: Unless otherwise note, all walls to be painted.

1. Colors shall be as selected or approved by Tenant. Provide 12” x 12” brush-out samples off all proposed colors prior to painting.

2. Interior walls and ceilings and painted sash, doors, and trim shall be in clean, newly painted condition.

3. Walls and plaster or gypsum board ceilings shall be finished in latex semi-gloss stipple enamel.

4. Painted doors and trim shall be finished in latex semi-gloss enamel.

5. Where existing acoustic tile is painted, it shall be finished with non-bridging paint "Off-White".

6. Stained or natural finished wood shall be finished with sealer and lacquer.

7. New partitions without factory finish shall be painted with one coat of primer/sealer and two finish coats of best quality latex semi-gloss stipple enamel.

8. Painted doors and trim shall be latex semi-gloss enamel.

9. Stained or natural finish wood shall be finished with sealer and two coats lacquer.

10. Where non-matching contiguous painted surfaces result from preparation of the Tenant's Premises, matching paint shall be applied extending to natural break points of the surfaces in question.

11. Landlord's architect to provide three (3) color boards of distinctly different finishes for approval by tenant. An individual qualified to select finishes shall prepare the boards. The selected board is to be retained by the tenant for verification purposes.

10 – Specialties

A Toilet Room Accessories: Each toilet room shall include paper towel holder(s), waste receptacle(s), soap dispensers, and mirror with shelf below for each lavatory. Provide a Diaper Changing Station in each restroom. Station shall be Bobrick or equal. Each woman's toilet room shall include a coin-operated sanitary napkin dispenser. Each toilet stall shall include a toilet paper holder (single roll with continuous paper flow), toilet seat cover dispensers, inside locking device and a coat hook. In addition, each women's and unisex toilet stall shall include a folding purse shelf and a sanitary napkin receptacle. All dispensers to have stainless steel finish. Accessories must comply with California Accessibility Code 3105.A (6).

B Signs: It is the intent of this paragraph to provide the Tenant with proper identification for the public's information. Signage shall be placed to suit the building configuration and the entrance to the Tenant's Premises.

1. Interior: All signs to comply with California Accessibility Code. On or near entrance door, install the words "COUNTY OF SONOMA" and name of County agency and address numbers as directed. Signage shall be per building standard subject to approval by the Tenant. Painted or pressure sensitive vinyl letters are not acceptable, unless approved in writing by tenant. Provide similar agency identification signage in the building directory, if any. Each toilet room shall have required identification signs.

2. Exterior: Letters shall be of cast aluminum alloy, bronze, black anodized finish, dimensional plastic, or as approved by the Tenant. Submit catalog or sample for approval by the Tenant. The words "COUNTY OF SONOMA" shall be 6" high and the name of the department shall be 10" high. Sign shall include street address numbers 4" high.

C Modular Systems Furniture Projects -- The Tenant may elect to provide and install Modular Systems Furniture in lieu of traditional office furniture. Modular Systems Furniture may be comprised of any combination of freestanding partition panels, panel supported worktops, files, components, and integrated circuitry and access raceways for provision of electrical power and voice and data cabling. The system is typically provided with a hardwired connection for phone, data, and electric service.

If the Tenant elects to use Modular Systems Furniture as described above, it will complete all procurement procedures for purchase of Modular Systems Furniture and will coordinate the installation of the Modular Systems Furniture (excluding hardwiring of Landlord supplied utilities

and connections). Landlord shall provide access to building and facilities to Tenant and its Modular Systems Furniture installer as required during Modular Systems Furniture installation period. Tenant will provide Landlord with Modular Systems Furniture layout drawings showing panel and workstation configurations, panel sizes, point of connection for Landlord-supplied utilities (electric), and utility requirements.

Landlord shall ensure that building electrical/mechanical systems and capacities are compatible with Modular Systems Furniture design requirements. Landlord shall ensure Modular Systems Furniture lay out drawings are used to coordinate location of wall-mounted equipment such as access panels, thermostats, fire extinguishers, etc., and will relocate existing equipment as required to accommodate Modular Systems Furniture layout.

Landlord shall be responsible for coordination and delivery of electrical, service and phone/data outlet boxes and conduits to Modular Systems Furniture "Point of Connection" - generally a junction box at wall or above ceiling) as indicated on Modular Systems Furniture installation and wiring cable plans to be provided by Tenant. Tenant will provide Landlord with required Modular Systems Furniture utility “whip” and Landlord shall also be responsible for hardwiring “whip” at point of connection. This work shall be coordinated to occur concurrently with Modular Systems Furniture installation. Landlord shall obtain any required permits from the local jurisdiction.

Coordination of delivery and installation of Modular Systems Furniture is critical to timely occupancy by the tenant agency, as business cannot be conducted until power, voice, and data components are fully operational. Tenant shall provide installation schedule to Landlord, and once agreed upon, both parties may not change this schedule without agreement. If Landlord fails to meet the installation date, Landlord shall be responsible for storage (in Landlord controlled space at Landlord’s option) and associated delivery costs of Modular Systems Furniture if delivery schedules cannot be adjusted to conform to new schedules.

Installation of modular systems furniture may not take place until construction of tenant improvements is substantially complete. Conditions required for said completion are:

a. Building official approval of electrical and cabling systems to the point of connection.

b. Installation of floor covering.

c. Substantial completion of project punch list.

13 - Special Construction

A Sound Control: Construction of interview and conference rooms shall be such as to prevent transmission of sound or vibration to office areas (minimum sound transmission class rating of 40. Construction of equipment rooms and toilet rooms shall be such as to prevent transmission of sound or vibration to office areas (minimum sound transmission class rating of 45. Access to mechanical rooms shall not be through office areas (unless shown on Exhibit A). All other walls shall be a of minimum sound transmission class rating of 35.

15 - Mechanical

A Plumbing: If not shown on plans, provide plumbing fixtures in number and type required by the California Plumbing Code.

Provide hot and cold water at each lavatory and sink, per California Plumbing Code and California Code of Regulations Title 24, Part 5.

Provide one or more Americans with Disabilities Act compliant drinking fountains within close proximity to office Premises or as indicated on plans. Soldered connections on water supply lines shall use American Society for Testing & Materials 832, Grade 5A 95-5 Tin Antimony solder. Lead solder is not allowed.

At fixtures provided for the Tenant's exclusive use, provide the following:

1. Set temperature of hot water to lavatories and sinks at maximum 105º F.

2. Water heaters and storage tanks shall be fitted with external insulation blankets rated at a minimum thermal resistance value of R-6 unless the existing insulation jacket is in excess of R-12.

B Heating, Ventilating, and Air Conditioning: A comfort conditioning system shall consist of a fully automatic heating, cooling, and ventilating system providing air continuously during occupied hours to areas designed for occupancy, including storage-work rooms, lounge, etc. Provide adequate ventilation and cooling to maintain proper operating temperature for equipment in telephone/communications room and other support spaces.

Systems shall be zoned for each exposure and for interior zones, each zone of size and shape to ensure even distribution and temperature control throughout occupied space. Each zone shall be able to be independently controlled without affecting airflows or air temperature supplied to other zones. Each zone shall require a separate air-handling unit unless Tenant specifically agrees to an alternative design.

The heating and cooling system shall maintain the following temperatures in all occupied areas: Winter 70ºF; Summer 75ºF.

Prior to construction, submit to Tenant detailed heating and cooling calculations (including loads for lights, occupants, and equipment), equipment data sheets. All calculations and related design documents shall be prepared and signed by the Heating, Ventilating and Air Conditioning Engineer. The cooling load for conference rooms, hearing rooms, public lobbies, waiting rooms, and employee rooms shall be based on occupancy of 25 square feet per person. Cooling load for all other areas shall be based on occupancy of 100 square feet per person.

Distribution ductwork shall be properly insulated in accordance with the California Mechanical Code. Ductwork shall be concealed or integrated into the architectural design of the interior space. Air distribution system shall be capable of draft-less operation at acceptable noise level (for example typical of comparable first class office buildings) while handling designed flow of air. Return air shall be conducted through registers connected to ductwork or plenum above ceilings, except as otherwise approved by the Tenant. The ductwork construction and installation shall conform to the appropriate Sheet Metal and Air Conditioning Contractors National Association, Inc. low velocity, high velocity, or fibrous glass duct construction standards.

Individual supply and return air outlets shall be provided in each enclosed area. Offices between 150 and 250 square feet shall be provided with two supply and one return air register. Undercutting of doors, door grilles, or jumper ducts are not acceptable alternates to ducted returns.

Minimum outside air ventilation shall be 20 cubic feet per minute per person. The complete air system shall be checked, adjusted, and balanced during construction and re-balanced after occupancy by the mechanical contractor. Certified balance reports shall be delivered to the Tenant upon occupancy of the building. Thereafter, out-door air damper operation and outdoor air quantities shall be verified by an established air balancing firm and a report delivered to the Tenant annually as requested by the Tenant.

A design supply airflow of .75 cubic feet per minute per square feet. in interior of windowless perimeter spaces is acceptable.

Toilet rooms shall be provided with a mechanical exhaust system providing a minimum of 15 air changes per hour. Replacement air shall be supplied from the building system. Individual supply ducts for sound lined jumper ducts are acceptable. Where toilet rooms have individual exhaust fans, the fan operation shall be interlocked with the toilet room light switch. Exhaust air shall be ducted to the outside.

Thermostats shall be provided for the regulation of the "daytime" temperature, in each zone without manual attention by tenant. The thermostats shall include automatic changeover from heating to cooling. "Dead-band" thermostats shall be used with adjustable range where no heating or cooling is activated. The temperature range of the thermostats shall be minimum 55F to 85F. Lockable tamperproof covers shall be provided. Thermostats shall be cleaned, calibrated. Room thermostats shall be located in representative location (out of sun, out of diffuser blow, and not on walls near return air devices). Thermostats on exterior walls shall be on insulated bases.

Provide one winter night setback thermostat for each air-handling unit. The thermostat shall cycle the heating system to maintain 55F.

Pursuant to Section 6.2 of the Lease, Landlord shall provide Tenant with After-Hour Utilities as requested, including heating, ventilation and air conditioning. In the event that these utilities are not available to Tenant after Normal Business Hours, Landlord shall provide Tenant with contact information (for example, phone number, email, etc.) so that Tenant may notify Landlord of any issues or concerns during After-Hours heating, ventilation and air conditioning.

Filtration shall be provided for all ventilated (outside air) and re-circulated air. Low static pressure filters shall be used, with 0.15" maximum pressure drop when clean, except in areas requiring a cleaner atmosphere.

All equipment shall be inspected for proper operation at least every quarter. An inspection and maintenance log for time clocks and all major equipment, including the economizer, shall be maintained in the property management office and be available upon request for Tenant inspection.

16 – Electrical

Relocate and/or provide fluorescent lighting at ceilings to provide watts/square foot required by Title 24 overall in each area. Lighting fixtures in individual offices shall be located such that

illumination levels within each office are as evenly distributed as possible. Proper lighting at task locations is important.

Light fixtures are to be lamped with high efficiency lamps. New or replacement fluorescent fixtures shall have four foot 32 watt T-8 lamps with energy saving solid state electronic ballast.

Light fixtures shall be installed with a 6' flexible "pigtail" to facilitate rearrangement.

Replace incandescent lamps with compact fluorescent lamps or with circular fluorescent lamps wherever possible.

Auto-occupancy sensors and timed wall switches shall control lights. All light switches shall be installed within the space controlled by them or near entrances and exits to areas served. Three-way switches shall be provided in corridors and spaces with more than one entrance. Switches shall be located at the interior office wall the door opens onto and shall be mounted a maximum of 44 inches above the finished floor and between 12 and 36 inches horizontally of the end of the door in a fully open position though never behind the door itself.

Provide motion sensors for all areas.

Provide dual switching to provide even half-level lighting in enclosed areas (100 square feet or larger) in accordance with Title 24, Section 2-5319(c).

Any parking and outdoor lights (non-security) shall have photocell control or a 7-day spring or battery loaded time clock set to suit Tenant’s after-hours needs.

Duplex convenience outlets shall be 15 ampere 125 volt 3 wire grounding type.

Provide wiring and electrical switching and control equipment for heating, ventilation and air conditioning and other special equipment. Provide special outlets, dedicated circuits, isolated ground convenience outlets, etc., for copy machines, word processing equipment, data processing equipment, etc., where shown on sketch plan. Dedicated circuits shall have individual black wire from outlet to panel neutral bus. Green wire shall be run to building ground via an isolated ground panel bus. (Green wire may be ganged from outlets to isolated ground panel bus.) Landlord shall furnish certification from electrical contractor that this work has been installed in compliance with specifications and vendor's equipment requirements (provided, however, that Tenant shall have provided Landlord with any such vendor’s equipment requirements prior to the completion of the Design Development phase).

Each office and open work station shall be provided with the following unless the existing conditions currently meet these requirements (note: outlets and jacks shall be located such that they are hidden from view by the desk or table (for example, located in the area where furniture directly adjoins a wall or within 24 inches of the furniture on the user’s side of the furniture)):

1. Minimum one duplex outlet on the wall adjacent to each desk and data processing table. When the desk and data processing table directly adjoin one another, two duplex outlets may be provided at a wall adjoining either the desk or data processing table.

2. Three (3) duplex outlets per office and workspace (and Tenant agrees to work with Landlord to value engineer the final electrical plan such that outlets are placed where actually needed), and duplex outlets in corridors spaced to allow janitorial staff to completely vacuum. Four (4) outlets per office will be required in order to provide functional workspaces in compliance with the automatic receptacle control requirements of Title 24, Part 6 Section 130.5 (d). Either compliance option therein is acceptable.

3. Minimum one phone connection at one wall adjacent to each desk. This shall consist of an opening in the wall with nylon pull cord and ring at each location. Wiring to be provided and installed by Tenant, at Tenant's sole cost and expense.

4. Minimum one data connection at one wall adjacent to each data processing table. This shall consist of an opening in the wall with nylon pull cord and ring at each location. Wiring to be provided and installed by Tenant, at Tenant's sole cost and expense.

Landlord shall provide and install pull string and ring, necessary for telephone installation, including conduit from exterior of building to Main telephone room location and telephone distribution centers. Provide 2 – 2" conduit from the Main Telephone Room to the telecom room in tenant's space. Provide telephone terminal backboard of proper size, as directed by Tenant's telephone vendor company. Provide lighting and power outlet(s) in closets as required. Telephone service outlets shall be as shown and conduit provided to serve these locations. Low voltage wiring located in the plenum shall be organized into harnesses or trays to the extent reasonably possible.

Provide 30 percent additional electrical capacity to Premises for future needs, provided that the existing electrical service has sufficient capacity to supply same as of the Effective Date.

17 - Security System

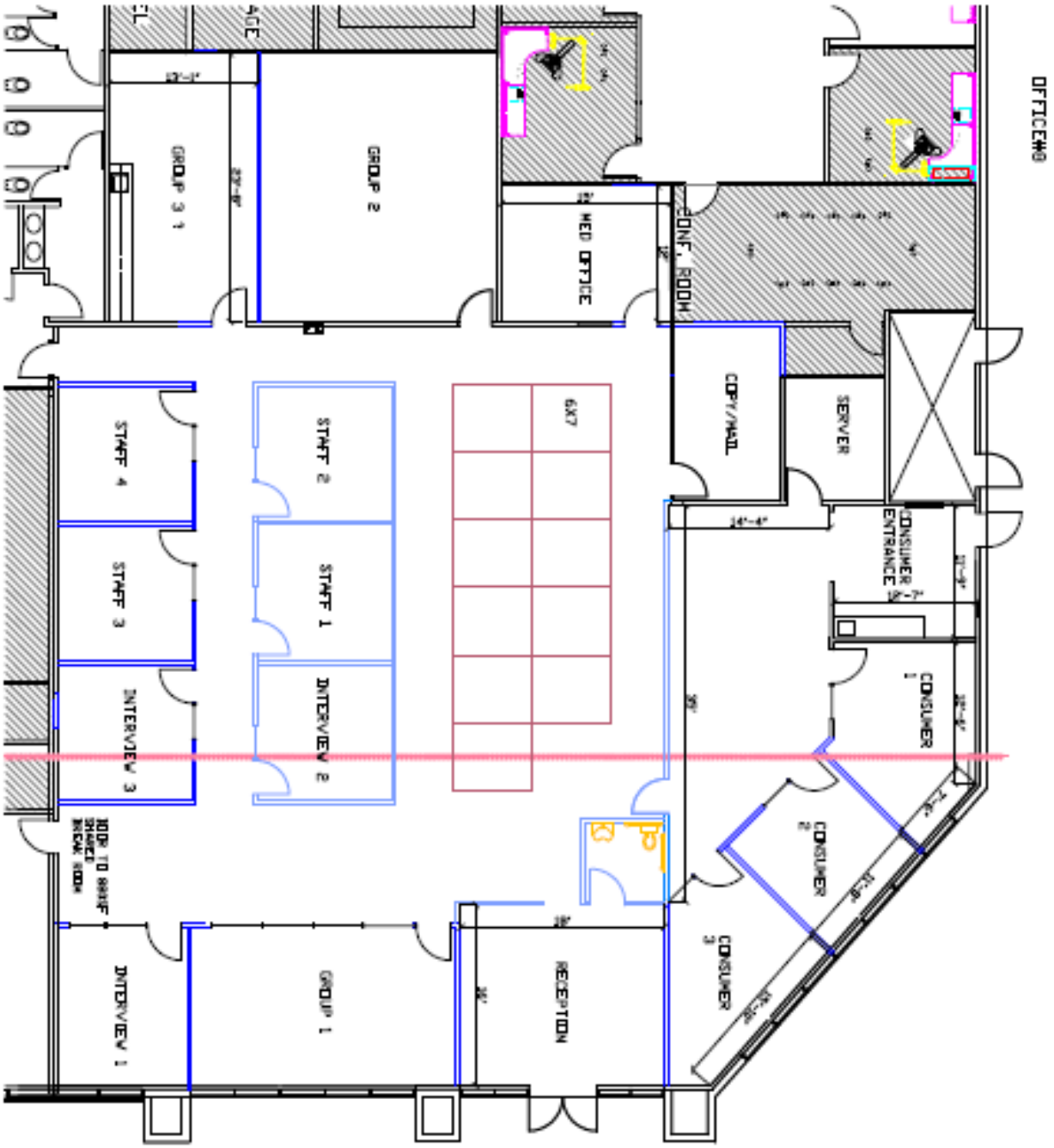
Provide outlet boxes and conduit to support tenant-supplied security system, if required in the plans. Locate outlet boxes in wall adjacent to each location and extend 1/2" conduit with pull cord from outlet to space in ceiling above.

END OF SPECIFICATIONS

ATTACHMENT C-1

Tenant-approved sketch plan:

Furniture, Fixtures, Trade Fixtures and Equipment (including, without limitation, data, telephone and similar equipment, including cabling) Are Tenant's Work and Are Not Part of Leasehold Improvements or Landlord's Work



ATTACHMENT D

Itemized Statement

(to be attached)

EXHIBIT D

Acknowledgement of Commencement Date

Landlord and Tenant hereby acknowledge that the Commencement Date of that certain Lease dated _____, 2017 between **CORNERSTONE PROPERTIES SA, LLC**, a California limited liability company ("Landlord"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Tenant") for premises located at 5350 Old Redwood Highway, Suite 600, located in the City of Petaluma, State of California, occurred on

_____, 2017

ACKNOWLEDGED BY LANDLORD: **CORNERSTONE PROPERTIES SA, LLC**, a California limited liability company

By:_____
Name:_____
Title:_____

ACKNOWLEDGED BY TENANT: **COUNTY OF SONOMA**, a political subdivision of the State of California

By:_____
Caroline Judy, Director
General Services Department

EXHIBIT E

RULES AND REGULATIONS

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed to any part of the outside or inside of the Building/Project or the leased premises without the prior written consent of Landlord and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.
    a. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved of by Landlord.
    b. Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the leased premises; provided, however, that Landlord may furnish and install a Building standard window covering at all exterior windows. Tenant shall not without prior written consent of Landlord cover or otherwise sunscreen any window.
2. Landlord shall approve in writing, prior to installation, the method of attachment of any permanent objects affixed to walls, ceilings or doors.
3. The bulletin board or directory of the Building/Project will be provided exclusively for the display of the name and location of Tenant only and Landlord reserves the right to exclude any other names therefrom.
4. The sidewalks, halls, passages, exits, entrances and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress from the leased premises. The halls, passages, exits, entrances, stairways, balconies and roof are not for the use of the general public and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of the Landlord shall be prejudicial to the safety, character, reputation and interests of the Building/Project and its Tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. No Tenant and no employees or invitees of any Tenant shall go upon the roof of the Building/Project.
5. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanisms thereof without the prior written consent of the Landlord. Tenant must, upon the termination of Tenant's tenancy, restore to Landlord all keys of storage, offices and toilet rooms either furnished to or otherwise procured by Tenant and in the event of the loss of any keys so furnished Tenant shall pay to Landlord the costs thereof or of changing the lock or locks opened by lost keys if Landlord deems it necessary to make a change.
6. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.
7. Tenant shall not overload the floor of the leased premises or in any way deface the leased premises or any part thereof.
8. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the Building/Project and also the times and manner of moving the same in and out of the Building/Project. Safes or other heavy objects shall, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss

of or damage to any such safe or property from any cause and all damage done to the Building/Project by moving or maintaining any such safe or other property shall be repaired at the expense of the Tenant. There shall not be used in any space, or in the public halls of the Building/Project, either by any Tenant or others, any hand trucks except those equipped with rubber tires and side guards.

9. Tenant shall not employ any person or persons for the purpose of cleaning the leased premises without the consent of Landlord. Landlord shall be in no way responsible to Tenant for any loss of property from the leased premises, however occurring, or for any damage done to the effects of Tenant by the Janitorial Service or any of Landlord's employees, or by any other person.
10. Tenant shall not use, keep or permit to be used any noxious gas or substance in the leased premises, or permit or suffer the leased premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building/ Project by reason of noise, odors, and/or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds (except service animals) be brought in or kept in or about the leased premises or the Building/Project. No Tenant shall make or permit to be made any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or leased premises or those having business with them whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No Tenant shall throw anything out of door or down the passageways.
11. No trash shall be put in the common areas. Outdoor garbage containers shall be supplied.
12. The leased premises shall not be used for manufacturing or for the storage of merchandise except as such storage may be incidental to the use of the leased premises for general office purposes. No Tenant shall occupy or permit any portion of its leased premises for anything other than general office purposes. No tenant shall occupy or permit any portion of its leased premises to be occupied as an office for the manufacture or sale of liquor, narcotics, or tobacco in any form, or as a medical office, or as a barber shop or manicure shop. The leased premises shall not be used for lodging or sleeping or for any illegal purposes.
13. Tenant shall not use or keep in the leased premises or the Building/Project any kerosene, gasoline, solvent or inflammable or combustible fluid or material.
14. Landlord will direct electricians/telephone installers as to where and how telephone wires are to be introduced. No boring or cutting for wires will be allowed without the consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the leased premises shall be subject to the approval of the Landlord.
15. No Tenant shall lay linoleum or other similar floor covering so that the same shall be affixed to the floor of the leased premises in any manner except by a paste, or other material, which may easily be removed with water, the use of cement or other similar adhesive materials being expressly prohibited. The method of affixing any such linoleum or other similar floor covering to the floor, as well as the method of affixing carpets or rugs to the leased premises, shall be subject to approval by Landlord. The expense of repairs for any damage resulting from a violation of this rule shall be borne by Tenant by whom, or by whose agents, employees, or visitors, the damage shall have been caused.
16. At all times other than Normal Business Hours, access to the Building/Project, or the halls, corridors or stairways in the Building/Project, or to the leased premises may be refused unless the person seeking access is known to the person or employee of the Building/Project in charge and has a pass or is property identified. The Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building/Project of any person.

17. In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves right to prevent access to the Building/Project during the continuance of the same by closing the doors or otherwise, for the safety of the Tenants and protection of property in the Building/Project. In the case of such invasion, mob, riot, public excitement, or other commotion the Landlord reserves the right to close and keep locked all entrance and exit doors of the Building/Project at all times other than Normal Business Hours, and during such further hours as Landlord may deem advisable for the adequate protection of said Building/Project and the property of its tenants. Notwithstanding the foregoing, Landlord acknowledges that Tenant normally requires access to the Premises 24-hours per day/seven days per week.
18. All entrance doors in the leased premises shall be kept locked when the leased premises are not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the leased premises.
19. Landlord reserves the right to exclude or expel from the Building/Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or illegal drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building/Project.
20. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from the Landlord.
21. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and the street address of the Building/Project of which the leased premises are a part. If Landlord exercises this right, then Landlord shall reimburse Tenant for costs incurred by Tenant as a result of such change. Such costs shall include but not be limited to changing stationery, public information, brochures, website, etc.
22. Tenant agrees that it shall comply with all fire and security regulations that may be issued from time to time by Landlord and Tenant also shall provide Landlord with the name of a designated responsible employee to represent Tenant in all matters pertaining to such fire or security regulations.
23. Landlord reserves the right by written notice to Tenant to reasonably rescind, alter or waive any rule or regulation at any time prescribed for any reasonable purpose for the Building/Project and its Tenants.
24. Tenant shall not disturb, solicit or canvass any occupant of the Building/Project and shall cooperate to prevent the same.
25. Without the prior written consent of Landlord, Tenant shall not use the name of the Building/Project in connection with or in promoting or advertising the business of the Tenant except as Tenants address.
26. Landlord shall furnish reasonable amounts of heating and air conditioning during the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday (County and federally-recognized holidays excepted).
27. Tenant shall abide by all energy conservation measures employed by Landlord, including but not limited to requirements that lights be extinguished upon leaving the leased premises and that window coverings be closed at times specified by Landlord.
28. Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.
29. Vehicles are to park in properly marked spaces only. Under no circumstances are vehicles to (a) back in, (b) park in space reserved for other Tenants, (c) park in driveways, (d) park in front of entrances to the Building/Office Complex, (e) park in unmarked areas, (f) park in loading zones (except to load/offload goods), (g) park in two (2) or more spaces, (h) park for over forty-eight (48) hours without registering the vehicle, in writing, with the Landlord. Landlord is responsible for managing and enforcing parking rules and regulations, including marking and posting designated

parking and no-parking areas. Landlord shall have the right to cause improperly parked cars to be towed at the owner's expense.

EXHIBIT F

Janitorial Services

Daily Services Five (5) Days per Week

1. Empty and damp clean all ashtrays.
2. Empty all waste baskets and other waste containers.
3. Dust mop all tiled and terrazzo floors.
4. Vacuum traffic lanes of carpeting.
5. Dust all desks, chairs, tables, filing cabinets and other office furniture.
6. Damp clean lobby counters.
7. Clean and sanitize rest room fixtures, mirrors, chrome pipes, etc.
8. Clean splash marks from walls of rest room.
9. Wet mop and sanitize rest room floors.
10. Refill soap, towel and paper containers.
11. Clean and sanitize drinking fountains.
12. Clean hand marks off glass on entrance doors.
13. Damp clean table tops in coffee rooms.
14. Clean kitchen sinks and counters.
15. Sweep entryways.
16. Spot clean carpets of small spillages, footprints, etc.
17. Keep janitor closets clean and orderly.

Weekly Service

1. Wet mop all tiled and terrazzo floors.
2. Clean all desk tops that are cleared.
3. Clean hand marks from walls, doors and woodwork.
4. Vacuum all carpeting and rugs completely.
5. Service trash receptacles at Tenant entrance and outdoor common areas.

Once-Monthly Service

1. Pest control.

Twice-Monthly Service

1. Dust high areas.
2. Vacuum upholstered furniture.
3. Clean lobby directories and fire extinguisher glass.
4. Machine scrub all tiled floors.
5. Wax all tiled floors.
6. Machine polish all tiled floors.

Other Services When Needed

1. Vacuum dust and dirt accumulation from air-conditioning vents.

2. Replace light bulbs and tubes inside building.
3. Brush down cobwebs inside building.
4. Machine scrub or dry clean all carpeted areas.

Every Three Months

1. Supply and change entry mats.

Every Six Months

1. Wash inside windows in high traffic areas where needed.
2. Wash outside windows if necessary.

Annually

1. Clean window blinds.
2. Shampoo carpets.
3. Wash inside and outside windows.

The above are considered the minimum standard janitorial items. Landlord is responsible for providing all services to the health and cleanliness of the leased facility.

EXHIBIT G

Insurance

Section I: Insurance required to be maintained by Landlord

At all times during the term of this Lease, Landlord shall purchase and maintain, at its own expense, insurance as described below, unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

Tenant reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Lease or failure to identify any insurance deficiency shall not relieve Landlord from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during this Lease.

1. **Workers Compensation and Employers Liability Insurance**
   - **a.** Required if Landlord has employees.
   - **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **d.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.
   - **e.** *Required Evidence of Insurance*:
     - **i.** Subrogation waiver endorsement; and
     - **ii.** Certificate of Insurance

   If Landlord currently has no employees, Landlord agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Lease or any extensions of the term.

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; the General Aggregate shall apply separately to each location. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Landlord maintains higher limits than the specified minimum limits, Tenant requires and shall be entitled to coverage for the higher limits maintained by Landlord.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by Tenant. Landlord is responsible for any deductible or self-insured retention and shall fund it upon Tenant's written request, regardless of whether Landlord has a claim against the insurance or is named as a party in any action involving the Tenant.
   - **d.** The County of Sonoma, its officers, agents and employees shall be additional insureds for liability arising out of premises owned by or rented to Landlord, (Insurance Services Office endorsement CG 20 26 or equivalent).
   - **e.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
   - **f.** The policy shall cover inter-insured suits between Landlord and Tenant and include a

"separation of insureds" or "severability" clause which treats each insured separately.

g. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.

h. *Required Evidence of Insurance*:

i. Copy of the additional insured endorsement or policy language granting additional insured status, and

ii. Certificate of Insurance.

3. Property Insurance for Building and Tenants' Improvements & Betterments

a. The insurance shall cover the Building (excluding land) and all improvements and structures on the land.

b. Insured perils shall be "special form" or "all risks".

c. The minimum amount of insurance shall be the full current replacement cost of the building and all improvements and structures on the land, including the cost of debris removal. This amount shall be re-determined annually by Landlord, subject to approval by Tenant.

d. The insurance shall apply on a replacement cost basis, without deduction for depreciation.

e. The insurance shall cover the interests of both Landlord and Tenant. Tenant shall be endorsed as an additional insured with respect to its interest in covered property; other tenants may be added as additional insureds.

f. All moneys collected from the insurance company shall be held by Landlord in trust to be used and applied exclusively in accordance with Article 10 entitled "Destruction and Untenantability of Premises".

g. Tenant shall not be responsible to Landlord for any coinsurance penalty assessed by the insurance company.

h. If the policy has a deductible, Landlord shall be responsible for the full amount of the deductible without contribution from Tenant.

i. *Required Evidence of Insurance*:

i. Additional insured endorsement; and

ii. Certificate of Property Insurance *or* Evidence of Commercial Property Insurance.

4. Rental Value Insurance

a. The insurance shall cover loss of rents resulting from an insured cause of loss under a "special form" or "all risks" policy.

b. The period of insurance shall be the entire period of restoration of damaged property and shall not be limited to a period of 12 or 18 months.

c. The limit shall be one hundred percent (100%) of the annual rents payable by all tenants occupying the building.

d. *Required Evidence of Insurance*: Certificate of Property Insurance or Evidence of Commercial Property Insurance

5. Mold Liability Insurance (Tenant shall provide a waiver of this coverage prior to the Effective Date)

a. The insurance shall cover claims for mold-related bodily injury and property damage (including loss of use) and remediation expenses.

b. The insurance shall cover claims arising out of the presence of mold, microbial matter, or mold or fungus spores on the Premises.

c. Minimum Limit: $5,000,000 per occurrence.

d. *Required Evidence of Insurance*: Certificate of Insurance

6. **Standards for Insurance Companies**
   Insurers shall have an A.M. Best's rating of at least A:VII.

7. **Documentation**
   a. The Certificate of Insurance must include the following reference: **5350 Old Redwood Highway, Suite 600, Petaluma, California.**
   b. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Landlord agrees to maintain current Evidence of Insurance on file with Tenant for the required period of insurance.
   c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, its Officers, Agents and Employees**, in c/o General Services Department, Attention: Real Estate Manager, 2300 County Center Drive, Suite A220, Santa Rosa, CA 95403.
   d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
   e. Landlord shall provide immediate written notice if: (1) any of the required insurance policies is terminated; or (2) the limits of any of the required policies are reduced.
   f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. **Policy Obligations**
   Landlord's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. **Material Breach**
   If Landlord fails to maintain insurance which is required pursuant to this Lease, it shall be deemed a material breach of this Lease. Tenant may give notice to Landlord to reinstate or acquire the affected insurance. Should Landlord fail to reinstate or acquire the affected insurance within ten (10) days of Tenant's notice to reinstate or acquire such insurance, Tenant may either terminate this Lease, reinstate or acquire the affected insurance, and Landlord shall reimburse Tenant for the necessary cost at Tenant's option.

Section II: Insurance required to be maintained by Tenant

At all times during the term of this Lease, Tenant shall purchase and maintain, at its own expense, insurance or self-insurance as described below.

1. **General Liability Insurance**
   a. Minimum Limit: $2,000,000 per occurrence.
   b. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Landlord.
   b. **Cornerstone Properties II S, LLC, its officers, agents, consultants and employees** shall be additional insureds for liability arising out of premises leased to Tenant.
   c. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
   d. The policy shall cover inter-insured suits between Landlord and Tenant and include a "separation of insureds" or "severability" clause which treats each insured separately.
   e. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Tenant.

c. *Required Evidence of Insurance*: Certificate of Insurance or Letter of Self-Insurance.

2. Documentation

a. All required Evidence of Insurance shall be submitted prior to the execution of this Lease. Tenant agrees to maintain current Evidence of Insurance on file with Landlord at all times during the term of this Lease.

b. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing insurance or self-insurance.

EXHIBIT H

Non-Disturbance Agreement

Recorded at the request of:
Real Estate Manager
County of Sonoma
2300 County Center Drive, Suite A220
Santa Rosa, California 95403
When recorded return to:

(space above this line for recorder's use)

NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20__ ("Effective Date"), by and between _____ ("Mortgagee") and the COUNTY OF SONOMA, a political subdivision of the State of California ("County");

W I T N E S S E T H:

WHEREAS, Mortgagee is the beneficiary of a Deed of Trust ("Mortgage") on certain real property ("Property") described in said Mortgage located in the City of _____, County of Sonoma, State of California, which Mortgage is recorded in Book _____ at Page _____ of the Official Records of the County of Sonoma.

WHEREAS, County has leased a portion of the Property from Cornerstone Properties, SA, LLC, ("Lessor") by lease agreement dated _____, 20__, ("County Lease"). ("County Lease" as used herein includes any extension or renewal thereof.)

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Provided County is not in default under the terms of the County Lease, then:

(a) The right of possession of County to the leased premises and County's rights arising out of the County Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Mortgage or the note secured thereby;

(b) Any sale of any portion of the premises described in the County Lease pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of County thereunder; County will attorn to the Mortgagee or any purchaser at such sale and the County Lease shall continue in accordance with its terms between County and Mortgagee or such purchaser.

2. Mortgagee or such purchaser shall not be bound by any payment of rent or additional rent made by County to Lessor for more than one month in advance.

3. The Lease shall be subject and subordinate to the lien of the Mortgage and to all the terms, conditions, and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, including any increases therein or supplements thereto.

4. The foregoing provisions shall be self-operative.

5. This agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

MORTGAGEE: _____

COUNTY: **COUNTY OF SONOMA**, a political subdivision of the State of California

By: _____
Caroline Judy, Director
General Services Department

TENANT ESTOPPEL CERTIFICATE

Date: _____

_____ (the “Lessor”)

_____ (the "Lender")

RE: Lease dated _____, _____, as amended, (the "Lease") by and between _____, a _____ ("Lessor"), and the **COUNTY OF SONOMA**, a political subdivision of the State of California ("Lessee"), with respect to certain premises (the "Leased Premises") located at _____ _____, California (the "Property")

Gentlemen:

The undersigned hereby acknowledges that _____ ("Borrower") intends to mortgage the Property and, in connection therewith, encumber the Property with a deed of trust in favor of Lender. The undersigned further acknowledges the right of Lessor, Borrower, Lender and any and all of Lessor's or Borrower's present and future lenders to rely upon the statements and representations of the undersigned contained in this Certificate and further acknowledges that any loan secured by any such deed of trust or further deeds of trust will be made and entered into in material reliance on this Certificate.

Given the foregoing, the undersigned Lessee hereby certifies and represents unto Lessor, Borrower, Lender, and their respective successors and assigns, with respect to the above described Lease, a true and correct copy of which is attached as **Exhibit A** hereto, as follows:

1. To the best of Lessee’s knowledge, all space and improvements covered by the Lease have been completed and furnished to the satisfaction of Lessee/except for the following:_____. All other conditions required under the Lease have been met, and Lessee has accepted and taken possession of and presently occupies the Leased Premises, consisting of approximately _____ rentable square feet.

2. The Lease commenced _____, ____, and expires _____, ____, and has not been modified, altered or amended in any respect and contains the entire agreement between Lessor and Lessee, except as follows: _____ _____.

3. Lessee has __option(s) remaining to extend the term of the Lease for ___ years.

4. As of the date hereof, the monthly rental under the Lease is $_____. There is/is not any percentage rent or common area maintenance charges or operating pass-through charges due under the Lease.

5. No rent has been paid by Lessee in advance under the Lease. Lessee has no charge or claim of offset under said Lease or otherwise, against rents or other amounts due or to become due thereunder. No "discounts", "free rent" or "discounted rent" have been agreed to or are in effect.

6. No security deposit is due or was paid under the Lease.

7. Lessee has no claim against Lessor for any deposit or prepaid rent except as provided in Paragraphs 5 and 6 above.

8. Lessor has satisfied all commitments, arrangements or understandings made to induce Lessee to enter into the Lease, and, to the best of Lessee's knowledge, Lessor is not in any respect in default in the performance of the terms and provisions of the Lease, nor is there now any fact or condition which, with notice or lapse of time or both, would become such a default.

9. Lessee is not in any respect in default under the terms and provisions of the Lease, nor is there now any fact or condition which, with notice or lapse of time or both, would become such a default, and Lessee has not assigned, transferred or hypothecated its interest under the Lease.

10. Except as expressly provided in the Lease or in any amendment or supplement to the Lease, Lessee: (i) does not have any option or preferential right to purchase all or any part of the Leased Premises or all or any part of the building or premises of which the Leased Premises are a part; and (ii) does not have right, title, or interest with respect to the Leased Premises other than as lessee under the Lease. There are no understandings, contracts, agreements, subleases, assignments, or commitments of any kind whatsoever with respect to the Lease or the Leased Premises except as expressly provided above, or in the Lease, or in any amendment or supplement to the Lease set forth in Paragraph 2 above, copies of which are attached hereto.

11. The Lease is in full force and effect and Lessee has no defenses, setoffs, or counterclaims against Lessor arising out of the Lease or in any way relating thereto or arising out of any other transactions between Lessee and Lessor.

12. The current address to which all notices to Lessee as required under the Lease should be sent is:

COUNTY OF SONOMA
General Services Department
Facilities Development & Management
Attention: Real Estate Manager
2300 County Center Drive, Suite A220
Santa Rosa, California 95403

13. In the event of any conflict between this Certificate and the Lease, the Lease shall control.

"LESSEE:" **COUNTY OF SONOMA**, a political subdivision of the State of California

By:_____
Marc McDonald, Real Estate Manager

Date:_____

END OF LEASE

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 11
(This Section for use by Clerk of the Board Only.)

To:	Sonoma County Board of Supervisors
Board Agenda Date:	June 6, 2017
Vote Requirement:	Majority
Department or Agency Name(s):	General Services, Transportation and Public Works, Regional Parks
Staff Name and Phone Number:	Marc McDonald, General Services: 707-565-3468 Elizabeth Tyree, Regional Parks: 707-565-2575 Steve Urbanek, Transportation and Public Works: 707-565-3884
Supervisorial District(s):	All
Title:	Resolution confirming County of Sonoma compliance with the State of California Surplus Land Act, in order to ensure County eligibility for Transportation and Public Works and Regional Park grant funding, as well as potential future funding.

Recommended Actions:

Adopt a resolution required by the Metropolitan Transportation Commission One Bay Area Grant program requirements to confirm the County of Sonoma's compliance with the California Surplus Land Act for disposition of County property.

Executive Summary:

The One Bay Area Grant program is a funding approach to better integrate the region's federal transportation program with the State of California's Climate Law (SB375) and the Sustainable Communities Strategy. The County of Sonoma, via the Department of Transportation and Public Works, has used grant funds from the One Bay Area Grant program in the amount of $4,377,000 to complete several projects in prior fiscal years. The Department of and Public Works and the Regional Parks Department are requesting additional grant funding of $6,459,000 in the current round of program applications to restore and improve the County's transportation and recreation infrastructure.

This item, to adopt a resolution confirming the County's compliance with the California Surplus Land Act, would bring the County into compliance with a newly adopted requirement of the One Bay Area Grant program, allowing the County to proceed with requesting grant funds for future projects to serve the community.

The County's General Services Department manages the County's surplus property program. The Department routinely reviews the County property portfolio for opportunities to dispose of property no longer necessary for governmental use. Past actions and current Board priorities support the focus of the Surplus Land Act to ensure affordable housing providers are offered an early opportunity to acquire surplus property.

Discussion:

<u>One Bay Area Grant Program</u>

The Metropolitan Transportation Commission created the One Bay Area Grant program as a funding approach to better integrate the region's federal transportation program with the State of California's Climate Law (SB375) and the Sustainable Communities Strategy. This integration is being accomplished by:

- Using transportation dollars to reward jurisdictions that use the Regional Housing need Allocation process. This process is used to produce housing based on a formula that considers population, past housing production, future housing commitments from the Regional Housing Need Allocation identified by the Association of Bay Area Governments and adding weight to acknowledge very low and low income housing.
- Supporting the Sustainable Communities Strategy by promoting transportation investments in Priority Development Areas by requiring that at least 70% of all One Bay Area Grant funds be spent within designated Priority Development Areas.
- Providing local agencies additional investment flexibility by allowing counties the flexibility to invest One Bay Area Grant funds in one or more of the following transportation categories to best meet the county's needs: Transportation for Livable Communities, bicycle and pedestrian improvements, local streets and roads preservation, Safe Routes to School and Congestion Management Agency planning activities.

The inaugural One Bay Area Grant Program 1 was adopted by Nine County Bay Area Metropolitan Transit Commission in 2012 to guide $827 million in federal funds over the five year period from 2012-13 through 2016-17. The County of Sonoma participated in the inaugural program and was granted funds for several projects, including $1,000,000 in funds for a Priority Conservation Area along Bodega Highway (See Attachment 4 for a map of projects funded) and $3,377,000 in funds for the preservation and rehabilitation of various streets throughout the County (See Attachment 5 for a map of projects funded).

<u>Round Two of the One Bay Area Grant Program</u>

The second round of One Bay Area Grant funding, called One Bay Area Grant 2, is projected to total roughly $916 million to fund projects from 2017-18 through 2021-22. The overall county funding is expected to total $386 million over its five year period. Staff expects that the County will participate in the One Bay Area Grant 2 grant program. With the goal of maximizing its ability to leverage funds to meet the infrastructure needs of the County the County of Sonoma is requesting funding for the following three projects:

- **2019 Rehabilitation of Various Streets in Sonoma County – Request: $2,600,000**

The County is requesting funding for a rehabilitation project for several County roads. The roads included in this project are located in the unincorporated areas of Sonoma County and are shown on the attached map. Corby Avenue and Dutton Avenue are located within the Roseland area of the City of Santa Rosa. The segment of Stony Point Road in this project is located between Rohnert Park Expressway and Highway 116.

- **Crocker Bridge Bike and Pedestrian Passage – Request: $3,089,000**

Crocker Bridge provides a critical transportation connection over the Russian River for all multi-modal users coming from neighborhoods east of the Russian River and traveling to the downtown area in the City of Cloverdale. The project proposes construction of a Class I bicycle and pedestrian facility that would incorporate the existing piers on the north side of Crocker Bridge. The new Class I facility would remove a significant active transit barrier for two disadvantaged neighborhoods and provide a direct multi-modal transportation connection to essential services and industries. Additional improvements associated with the project include new accessibility compliant pedestrian ramps and supplemental bike lane signing and striping.

- **Joe Rodota Trail Bridge Replacement – Request: $770,000**

The 8.47 mile Joe Rodota Trail is a multi-use trail located along the former Petaluma & Santa Rosa Railroad, between the cities of Santa Rosa and Sebastopol. The Joe Rodota Trail carries significant pedestrian and bicycle use for both transportation and recreation. The railroad between Sebastopol and Santa Rosa was constructed in 1904 and abandoned in 1983. The County acquired the corridor and three train trestles were retrofitted for trail use, with the JRT opening in 1990. Since then, Regional Parks has managed the corridor, performing numerous bridge and retaining wall repairs due to various failures associated with the aging infrastructure. In October 2016, Regional Parks replaced the decking and improved the abutments for Bridge #2. Bridges #1 and #3 have deteriorated and need replacement. This project proposes design, engineering, permits and construction including installing temporary bridges to accommodate the significant trail traffic.

Changes to Grant Requirements

At its July 27, 2016 meeting, the Metropolitan Transit Commission adopted several revisions to the One Bay Area Grant 2 policy framework (Metropolitan Transit Commission Resolution No. 4202) related to affordable housing. Among the revisions to the policy framework was a requirement that as a condition of receipt of grant funds agencies applying for grants must reaffirm their compliance with the provisions of the California Surplus Land Act (California Government Code § 54220-54232). This Act requires agencies that have decided to dispose of land to offer the land for not less than fair market value for sale or lease for development as low to moderate income housing or for development as park or open space use, or for use by a school district for school facilities or open space purposes. In the event the agency is not able reach an agreement for disposal for these purposes, then the agency may dispose of the property in the open market.

Eligibility for receipt of One Bay Area Grant 2 funding through the county program, now requires counties to adopt a resolution affirming their compliance with the Surplus Land Act no later than July 31, 2017.

Proposed Action

Staff recommends approval of this item and the attached resolution reaffirming county compliance with the Surplus Land Act. This reaffirmation will allow the County to participate in the upcoming One Bay Area Grant 2 grant opportunities and maximize its ability to restore and improve County infrastructure.

Prior Board Actions:

June 4, 2013: Authorize and approve resolution of local support authorizing the Director of Transportation and Public Works to file a funding application with the Metropolitan Transportation Commission for the 2015 Pavement Preservation Program.

June 4, 2013: Approve resolution of local support authorizing the Director of Transportation and Public Works to file a funding application with the Metropolitan Transportation Commission for the West Sonoma County Scenic Farm to Market Access Project.

Strategic Plan Alignment Goal 3: Invest in the Future

This item supports the Countywide Strategy Plan Goal to Invest in the Future, by allowing the County to maximize its investment into transportation-based projects for the benefit of the County's population.

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment 1: Resolution
Attachment 2: Map of Proposed 2019 Street Rehabilitation
Attachment 3: Map of Proposed Crocker Bridge Bike and Pedestrian Passage
Attachment 4: Map of One Bay Area Grant 1 Farm to Market Project
Attachment 5: Map of One Bay Area Grant 1 Rehabilitation of Various Streets Project
Attachment 6: Map of Joe Rodota Trail Bridge Replacement

Related Items "On File" with the Clerk of the Board:

County of Sonoma
State of California

Item Number: _____

Date: June 6, 2017 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, To Comply With Assembly Bill 2135, Surplus Land Act

Whereas, the San Francisco Bay Area region has the highest housing costs in the United States; and

Whereas, the Bay Area produced less than 30% of the need for low- and moderate-income housing units from 2007-2014; and

Whereas, there are limited funding sources available to secure land for the construction of low- and moderate-income housing; and

Whereas, public lands can play a critical role in increasing the supply of land for affordable housing; and

Whereas, the County of Sonoma routinely reviews the portfolio of public lands to evaluate opportunities for surplus: and

Whereas, the County of Sonoma Board of Supervisors has established Board priorities to accelerate the development of affordable housing including through the sale of County-owned land at the Chanate campus; and

Whereas, the County of Sonoma strives to increase the affordability of housing throughout the County and supports transit oriented housing development; and

Whereas, the Metropolitan Transportation Commission adopted Resolution No. 4202, outlining the programming policy and project selection criteria for the One Bay Area Grant Program (OBAG 2), including certain requirements to access these funds;

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Sonoma that the County of Sonoma agrees to comply with the terms of Surplus Land Act - Assembly Bill 2135 (California Government Code § 54220, et seq.), as exists now or may be amended in the future.

Supervisors:

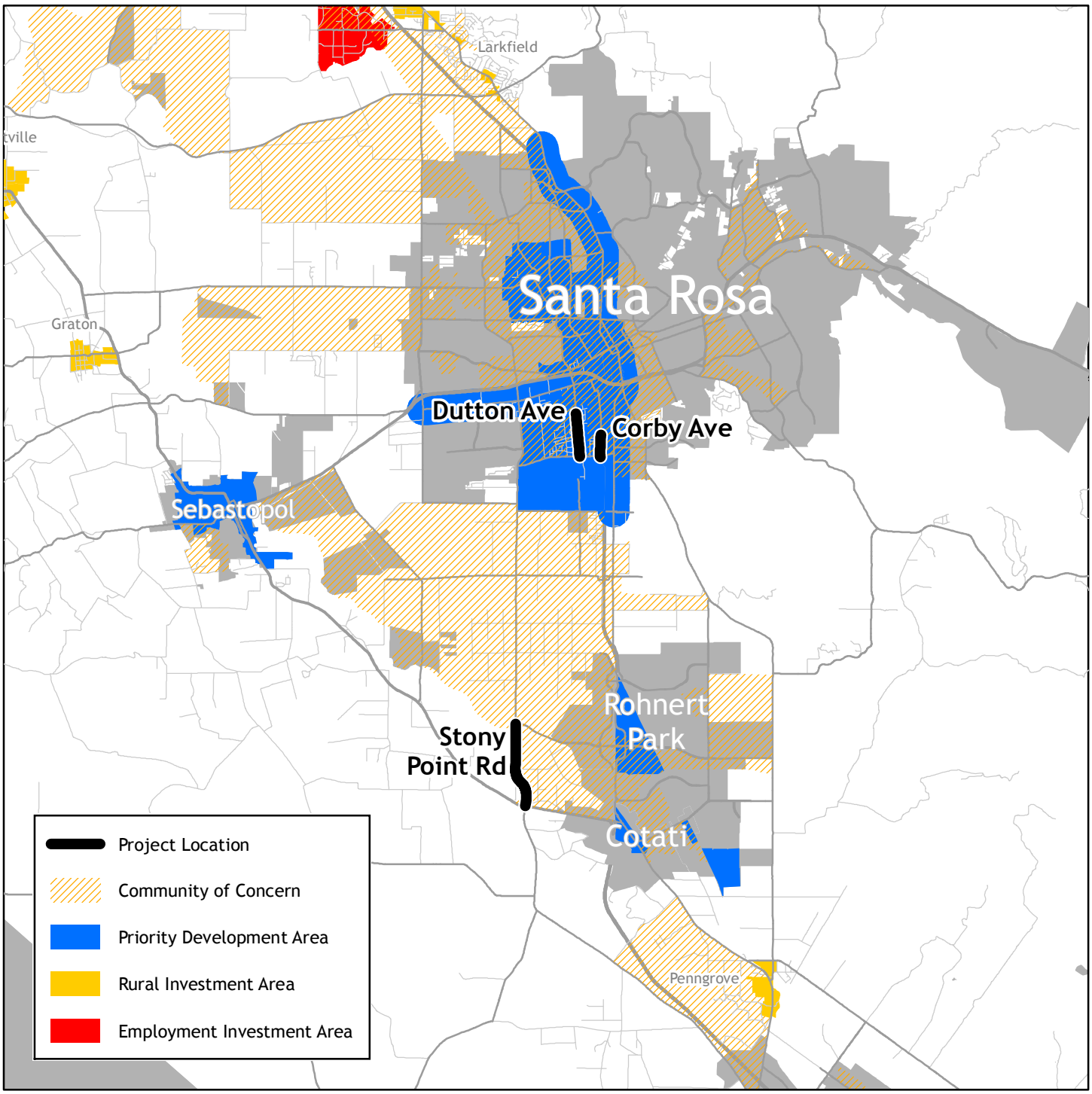
Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.

EXHIBIT 1:

2019 Rehabilitation of Various Streets in Sonoma County



May, 2017

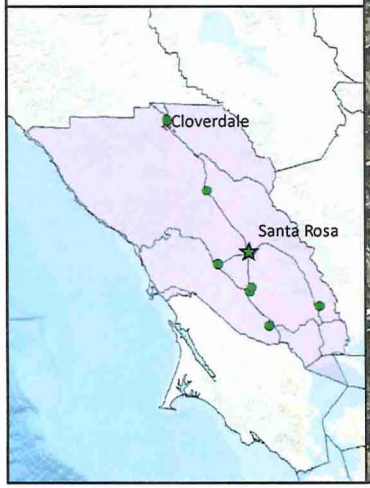
Road Name	Road ID	Location	From PM	To PM	Length	Class	PCI
Corby Ave	78003	Hearn Ave to Santa Rosa City Limit	10.96	11.30	0.34	MaC	27
Dutton Ave	78006B	Hearn Ave to South Ave	20.00	20.68	0.68	MaC	45-57
Stony Point Rd	6803	Hwy 116 to Rohnert Park Expy	19.90	21.23	1.33	MaC	68-89

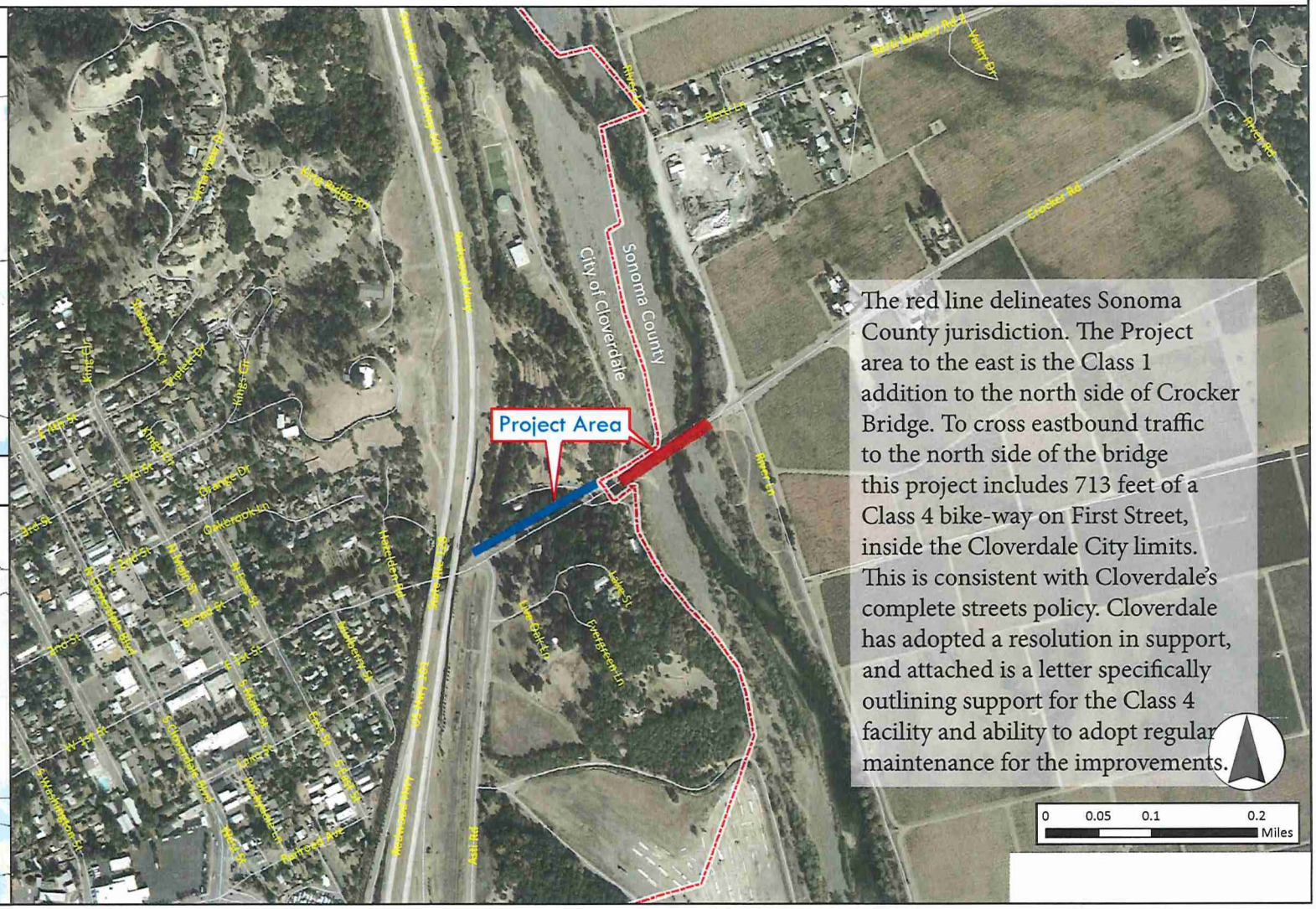
Sonoma County
Department of Transportation
and Public Works

Crocker Road Bridge Project - Location

State of California

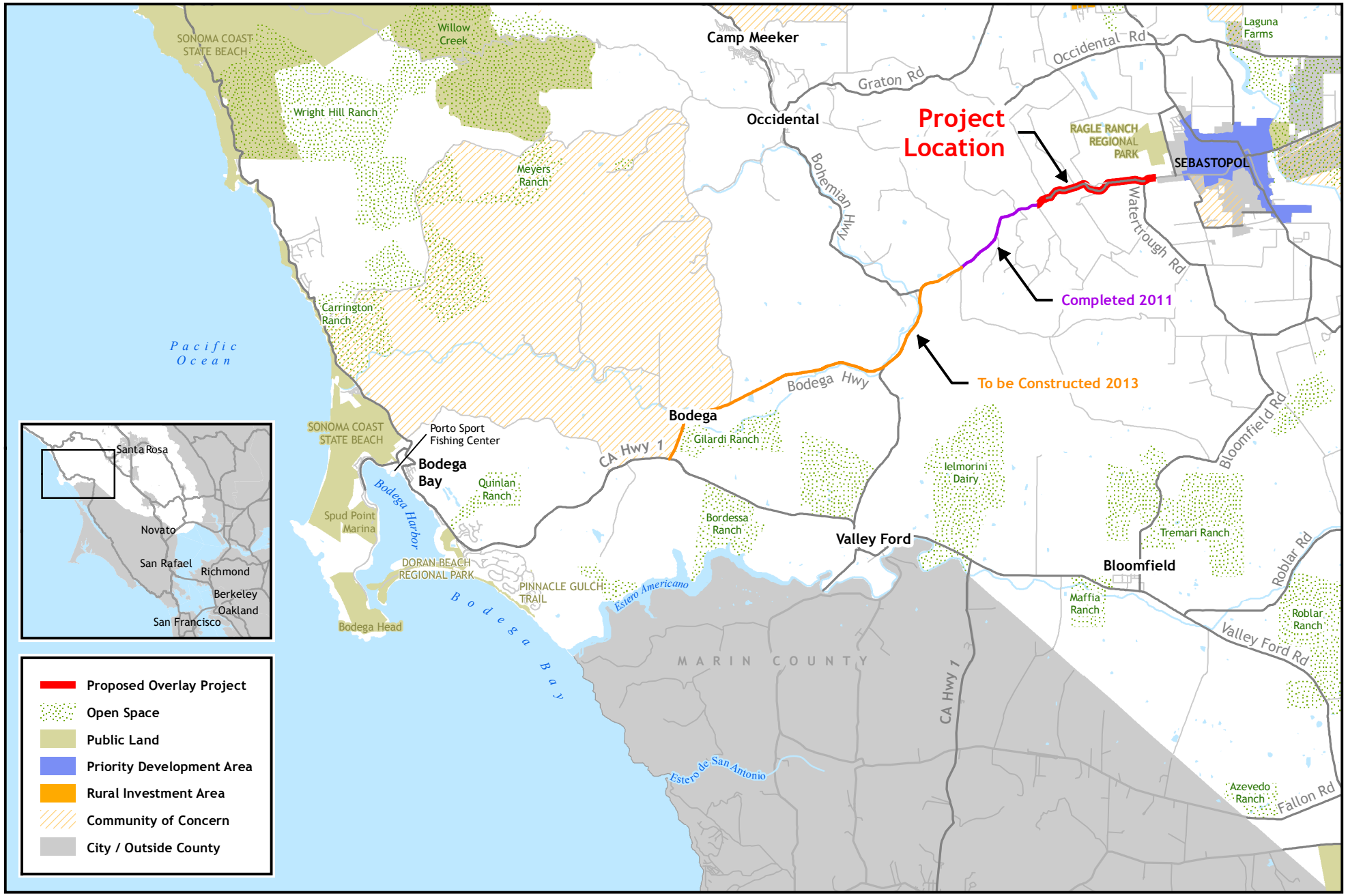
Sonoma County





The red line delineates Sonoma County jurisdiction. The Project area to the east is the Class 1 addition to the north side of Crocker Bridge. To cross eastbound traffic to the north side of the bridge this project includes 713 feet of a Class 4 bike-way on First Street, inside the Cloverdale City limits. This is consistent with Cloverdale's complete streets policy. Cloverdale has adopted a resolution in support, and attached is a letter specifically outlining support for the Class 4 facility and ability to adopt regular maintenance for the improvements.

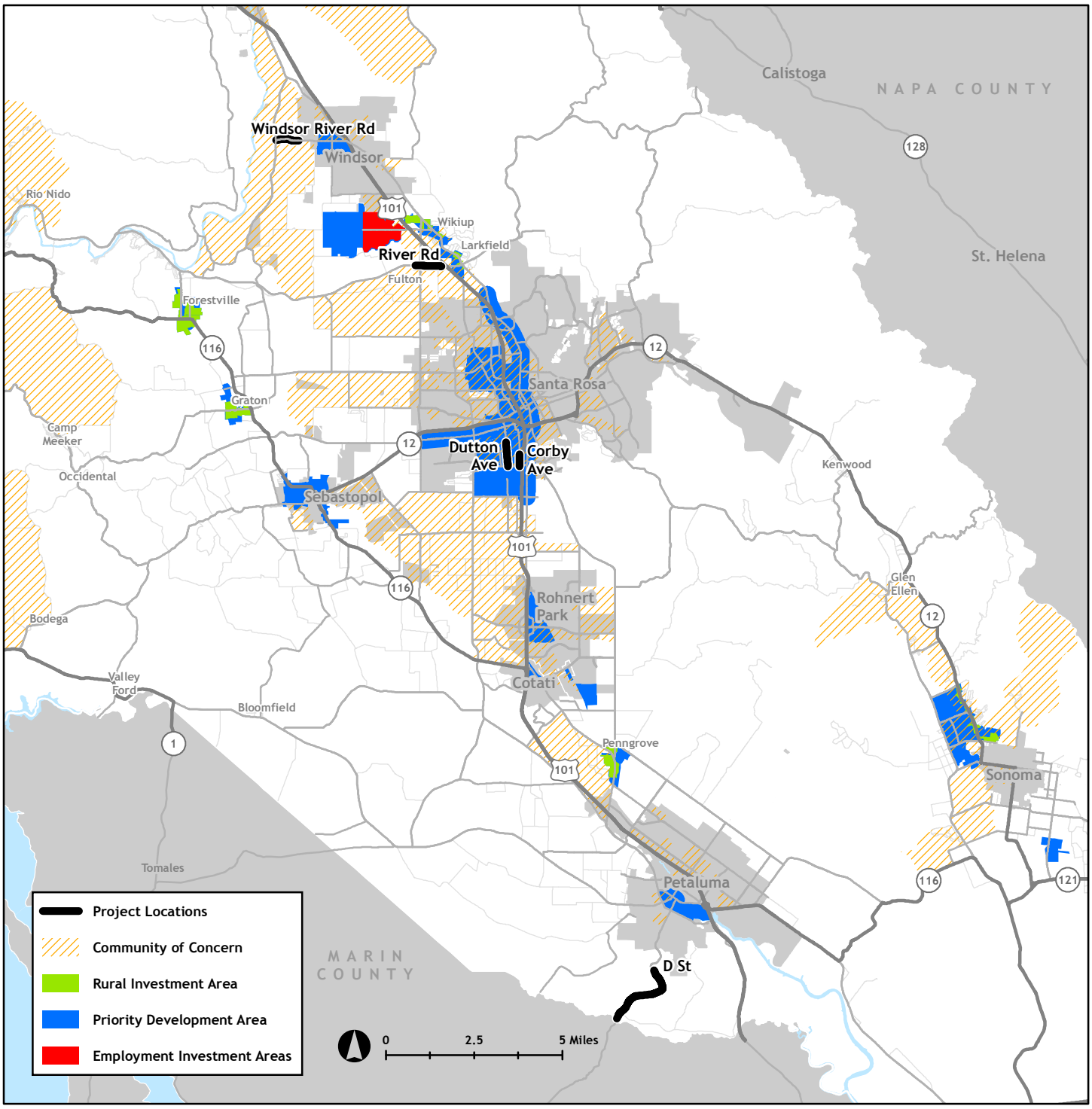
West Sonoma County Scenic Farm to Market Access Project



Author: Transportation and Public Works, County of Sonoma
Data Source: County of Sonoma, Sonoma County Transportation Authority, 2010 US Census
Date: February, 2013

0 1 2 Miles

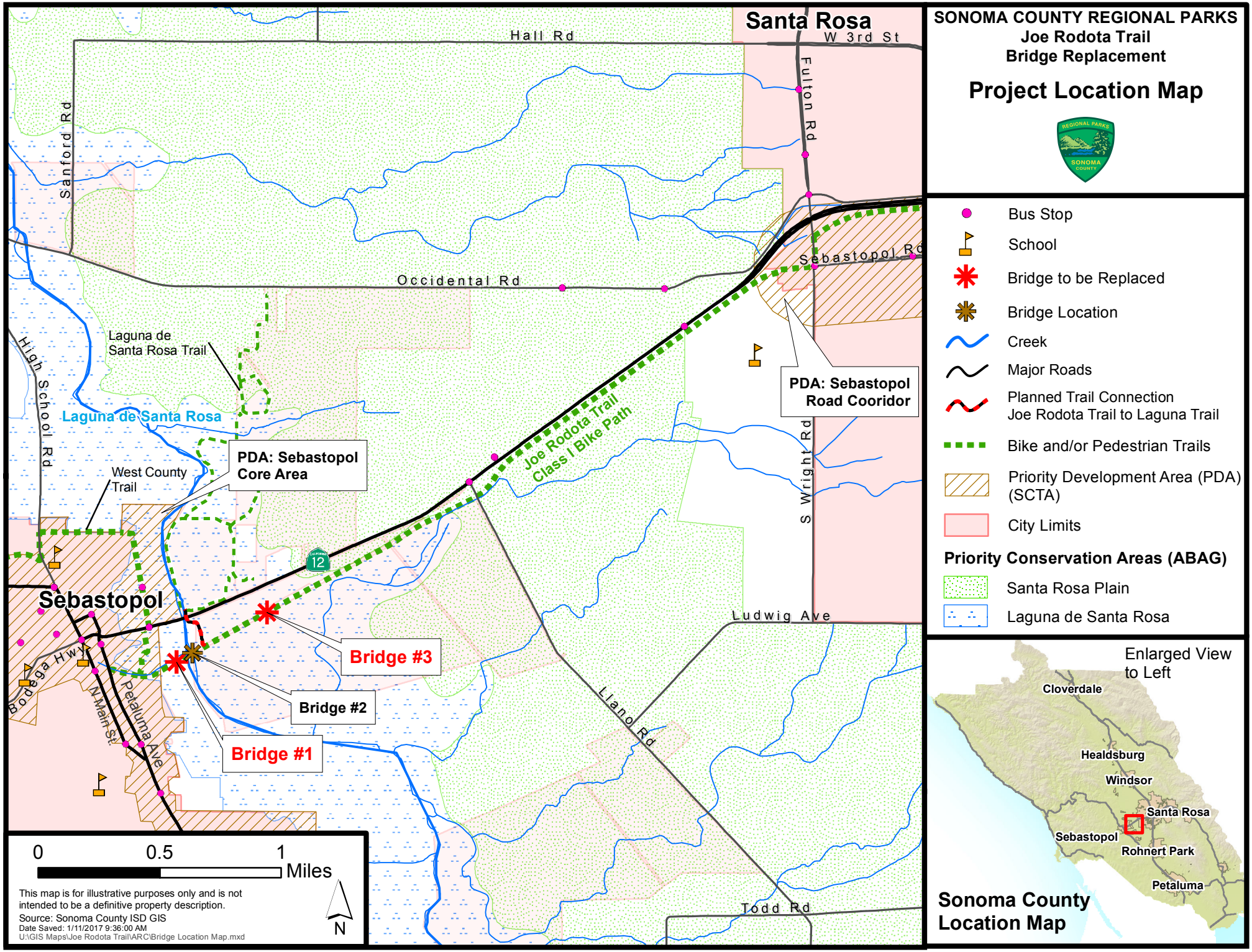
2015 Rehabilitation of Various Streets in Sonoma County



	Road Name	Location	Road ID	From PM	To PM	Length
*	Corby Ave	Hearn Ave to Santa Rosa City Limit	78003	10.96	11.30	0.34
	D St	Marin County Line to just S/o Petaluma City Limit	4701	10.00	12.24	2.24
*	Dutton Ave	Hearn Ave to Santa Rosa City Limit	78006B	20.00	20.68	0.68
	River Rd	R/R Tracks (Fulton) to ramp W/o Hwy 101	8802B	24.60	25.34	0.74
	Windsor River Rd	Eastside Rd to Windsor City Limit	8903	10.00	10.65	0.65

* Bid alternatives. Will be awarded if total bid amounts are sufficient.

Attachment 6



SONOMA COUNTY REGIONAL PARKS
Joe Rodota Trail
Bridge Replacement

Project Location Map

- Bus Stop
- School
- Bridge to be Replaced
- Bridge Location
- Creek
- Major Roads
- Planned Trail Connection Joe Rodota Trail to Laguna Trail
- Bike and/or Pedestrian Trails
- Priority Development Area (PDA) (SCTA)
- City Limits

Priority Conservation Areas (ABAG)

- Santa Rosa Plain
- Laguna de Santa Rosa

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 12
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: June 6, 2017

Vote Requirement: Majority

Department or Agency Name(s): General Services, Facilities Development and Management

Staff Name and Phone Number:
Ray Glanton: 707-565-2814

Supervisorial District(s):
3rd District

Title: Santa Rosa Veterans Building Roofing and Accessibility Improvements

Recommended Actions:

Approve actions for the Santa Rosa Veterans Memorial Building that will repair the roof structure from leaks, replace the roof with an energy efficient cool roof, improve accessibility, and help preserve the facility for future use by both Veterans groups and the public

A. Approve the plans and specifications prepared by TLCD Architecture for construction.
B. Award the construction contract to Stronger Building Services in the amount of $1,630,000.
C. Authorize the General Services Director to sign the construction contract with Stronger Building Services.

Executive Summary:

General Services is seeking Board approval of the Recommended Actions above in order to proceed with the re-roofing, structural upgrades and Accessibility upgrades for the Santa Rosa Veterans Memorial Building. These improvements will save public funds by limiting water damage inside the building and reducing corrective roof maintenance expenses.

Some structural upgrades to this building were previously completed but strengthening the roof diaphragm can only be done in conjunction with a new roof installation. The existing roofing system is past its functional life. The roof leaks are significant and continue to cause damage inside the building. To comply with California Building Code requirements the County must also address Accessibility barriers around the perimeter of the building. In this project, most all of the sidewalks around the perimeter of the building will be re-constructed to meet current Accessibility codes. There are 13 accessible parking stalls around the building that will be brought up to current codes. The flatwork at the main entrance will also be brought up to current Accessibility codes.

Discussion:

The Santa Rosa Veterans Building was built between 1950-1952. The building has a roof area consisting of eight separate roofs that total approximately 40,000 square feet. Approximately 2600 square feet of roof was replaced in 2008. The remaining 37,400 square feet of roofing, not replaced in 2008, is past its

useful life which has resulted in multiple and significant roof leaks and interior damage. This project will replace the remaining 37,400 square feet of the roof.

Over the past ten years through December 31, 2016 the County has expended cumulatively $3,022,659 for operations, maintenance and capital improvements at the Santa Rosa Veterans Memorial Building as follows; $321,465 for maintenance, $1,574,300 for operations, and $1,126,894 in capital improvements and local projects. Over the same period $591,661 in revenue was received for use of the building. Rates established for use of the facility have not historically covered operating expenses nor maintenance. Significant deferred maintenance exists due to the lack of funding for ongoing preventative maintenance and as a result of the building's age and condition.

The facility is frequently used by Veterans organizations and the public. Total use hours (10,239) over the past year exceed 31% of the total available hours (32,940). Due to the Veterans and community use of the facility and the potential for accelerated structural deterioration if the re-roofing project is deferred, staff recommend the capital investment in the facility and improvements to facility access.

The scope of work will address the following issues.

1. The lower east and lower west roof diaphragms will get a structural upgrade to comply with current building codes.
2. Water intrusion from the badly leaking older roofs that continue to cause internal damage.
3. The accessible parking stalls and sidewalks around the perimeter of the building need to be updated to remove existing barriers.

Work Summary

Construction Contract Expenses

• Roof demolition and hazmat abatement	$ 250,000.
• Fiber epoxy for structural enhancement	$ 180,000.
• New single ply cool roof	$ 570,000.
• Site accessibility improvements	$ 380,000.
• General Conditions	$ 250,000.
Subtotal	$1,630,000.

Project Expenses

• Architectural and engineering services	$ 85,000.
• Project management and soft costs	$ 70,156.
• Contingencies	$ 97,800.
Subtotal	$ 252,956.

Project Total	$1,882,956.

Per current building codes, the new roofing for the Santa Rosa Veterans building must be a “cool roof”. A cool roof is one that has been designed to reflect more sunlight and absorb less heat than a standard roof. Benefits of a cool roof include reducing energy bills by decreasing air conditioning needs, reducing local air temperatures (often referred to as the urban heat island effect), and reduction in power plant emissions by reducing cooling energy use in buildings.

ANALYSIS:
During a previous evaluation by Interactive Resources of Richmond, California, a consultant, structural deficiencies were identified. Some of the wall-to-roof connections were inadequate and some roof diaphragms were identified as needing strengthening. Interactive Resources provided a design to install structural tie rods to the lower east and west roofs to improve the wall-to-roof connections. These tie rods were installed and the roof diaphragm strengthening was planned to be performed in conjunction with this re-roofing project. In 2015, a conceptual cost study by ZFA Structural Engineers of Santa Rosa proposed a fiber polymer strengthening of the lower east and lower west concrete roof decks. Prior to re-roofing the lower east and lower west roofs, the roof diaphragms will be structurally reinforced with a fiber-reinforced epoxy composite material. This work will strengthen the roofing diaphragm issues identified by Interactive Resources.

Public Bid:
A notice inviting bids for the Santa Rosa Veterans Building Roofing and Accessibility Improvements Project was advertised on April 2, 2017 and April 9, 2017. A mandatory pre-bid meeting and site walk was held at 10:00 a.m. on Tuesday April 18, 2017. The construction drawings and specifications were made available on March 30, 2017 through the County of Sonoma Supplier Portal, the North Coast Builders Exchange, and at the Facilities Development and Management office, located at 2300 County Center Drive, Suite A220 Santa Rosa, California. Two addenda were issued during the bid period. The public bid opening was held at 2:00 p.m. on Tuesday May 9, 2017. The protest period expired on May 17, 2017.

Bid Results:

Bidding Company	Location	Base Bid
Stronger Building Services	580 Harlan Street, San Leandro, California, 94577	$1,630,000

Prior Board Actions:

10/20/2015: 1) Approve budgetary adjustment from Contingencies to the Fiscal Year 2015-16 Capital Projects Budget for Capital Improvements to the Sonoma County Veterans Memorial Buildings in the amount of $2,646,300.

Strategic Plan Alignment Goal 3: Invest in the Future

Replacement of the Santa Rosa Veterans building roof is an Infrastructure investment consistent with the strategic priorities your Board adopted on April 7, 2017. The roof replacement will prevent further damage resulting from water incursion. The new roof is a “cool roof”, and it will enhance the energy efficiency of the building.

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses	$1,882,956.00		
Additional Appropriation Requested			
Total Expenditures	$1,882,956.00		
Funding Sources			
General Fund/WA GF	$932,956.00		
State/Federal			
Fees/Other			
Tobacco Securitization Funds	$550,000.00		
Advertising Fund	$400,000.00		
Total Sources	$1,882,956.00		

Narrative Explanation of Fiscal Impacts:

The Accessibility improvements will come out of the General Funds which have been appropriated to the 2009 Transition Plan capital project while the roofing work will be covered by the Tobacco Securitization Funds and the Advertising Funds appropriated to the Veterans Memorial Buildings project. The completion of this work will result in decreased corrective maintenance costs associated with the roof.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment 1: Plans – Santa Rosa Veterans Memorial Building Roofing and Americans with Disabilities Act Site Improvements, dated: 07/01/2017

Attachment 2: Specifications – Santa Rosa Veterans Building Roofing and Americans with Disabilities Act Site Improvements, Bid Date: 05/09/2017

Attachment 3: Technical Specifications

Related Items “On File” with the Clerk of the Board:

SANTA ROSA VETERANS MEMORIAL BUILDING ROOFING AND ADA SITE IMPROVEMENTS

1351 MAPLE AVE, SANTA ROSA, CA 95404

ABBREVIATIONS

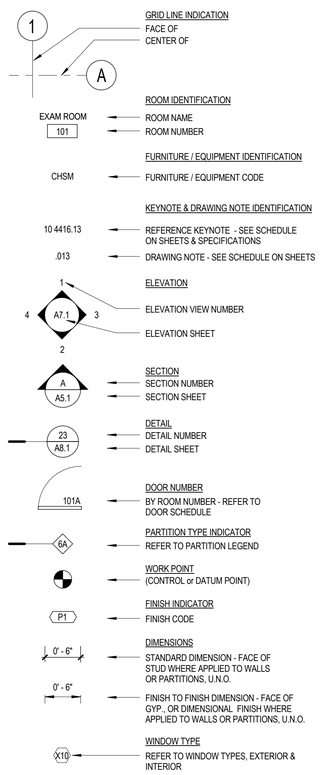
CFCI	- CONTRACTOR FURNISH CONTRACTOR INSTALL	
CFOI	- CONTRACTOR FURNISH OWNER INSTALL	
OFCI	- OWNER FURNISH CONTRACTOR INSTALL	
OFOI	- OWNER FURNISH OWNER INSTALL	
A/C	- AIR CONDITIONING	
AB	- ANCHOR BOLT	
AC	- ASPHALT CONCRETE	
ACC	- ACCESSIBLE	
ACOUS	- ACOUSTIC	
ACP	- ASPHALT CONCRETE PAVING	
ACT	- ACOUSTICAL CEILING TILE	
AD	- AREA DRAIN	
ADA	- AMERICANS W/ DISABILITIES ACT	
ADJ	- ADJUSTABLE	
AFF	- ABOVE FINISHED FLOOR	
AGG	- AGGREGATE	
AHJ	- AUTHORITY HAVING JURISDICTION	
ALT	- ALTERNATE	
ALUM	- ALUMINUM	
APPROX	- APPROXIMATE	
ARCH	- ARCHITECT	
ASPH	- ASPHALT	
BD	- BOARD	
BFC	- BELOW FINISHED CEILING	
BFD	- BACK FLOW DEVICE	
BITUM	- BITUMINOUS	
BLD	- BOLLARD	
BLDG	- BUILDING	
BLK	- BLOCK	
BLKG	- BLOCKING	
BM	- BEAM	
BOT	- BOTTOM	
BRG	- BEARING	
BRK	- BRICK	
BRZ	- BRONZE	
BTWN	- BETWEEN	
BUR	- BUILT-UP ROOFING	
C	- COMPACT	
CAB	- CABINET	
CB	- CATCH BASIN	
CEM	- CEMENT	
CERT	- CERAMIC TILE	
CH	- CHASE	
CI	- CAST IRON	
CIR	- CIRCLE	
CJ	- CONSTRUCTION JOINT	
CLG	- CEILING	
CLGJ	- CEILING JOIST	
CLKG	- CAULKING	
CLO	- CLOSET	
CLR	- CLEAR	
CLRSTY	- CLERESTORY	
CLS	- CLOSURE	
CMU	- CONCRETE MASONRY UNIT	
CNTR	- COUNTER	
CO	- CLEAN OUT	
COL	- COLUMN	
COMB	- COMBINATION	
COMP	- COMPOSITION	
CONC	- CONCRETE	
CONN	- CONNECTION	
CONST	- CONSTRUCTION	
CONT	- CONTINUOUS	
COR	- CORRIDOR	
CP	- CEMENT PLASTER	
CPT	- CARPET	
CPTT	- CARPET TILE	
CRKT	- CRICKET	
CTR	- CENTER	
CW	- COLD WATER	
D	- DRAIN	
DBL	- DOUBLE	
DCA	- DOUBLE CHECK VALVE ASSEMBLY	
DEMO	- DEMOLISH	
DEPT	- DEPARTMENT	
DF	- DOUGLAS FIR	
DIA	- DIAMETER	
DIAG	- DIAGONAL	
DIM	- DIMENSION	
DISP	- DISPOSAL	
DIV	- DIVISION	
DN	- DOWN	
DO	- DOOR OPENING	
DR	- DOOR	
DRF	- DRINKING FOUNTAIN	
DRWR	- DRAWER	
DS	- DOWN SPOUT	
DT	- DRAIN TILE	
DTL	- DETAIL	
DW	- DISHWASHER	
DWS	- DETECTABLE WARNING STRIP	

(E)	- EXISTING	
E	- EAST	
EA	- EACH	
EB	- EXPANSION BOLT	
EE	- EACH END	
EF	- EXHAUST FAN	
EJ	- EXPANSION JOINT	
ELEC	- ELECTRICAL	
ELEV	- ELEVATION	
EN	- EDGE NAIL	
ENCL	- ENCLOSURE	
EP	- EDGE OF PAVEMENT	
EQ	- EQUAL	
EQUIV	- EQUIVALENT	
ES	- EACH SIDE	
EW	- EACH WAY	
EX	- EXIT	
EXP	- EXPANSION	
EXPO	- EXPOSURE	
EXT	- EXTERIOR	
EXTN	- EXTENSION	
F	- FACE	
FA	- FIRE ALARM	
FB	- FACE BRICK	
FBD	- FIBERBOARD	
FBELL	- FIRE BELL	
FBO	- FURNISHED BY OTHER	
FCP	- FIBER CEMENT PANEL	
FD	- FLOOR DRAIN	
FDC	- FIRE DEPARTMENT CONNECTION	
FDN	- FOUNDATION	
FE	- FIRE EXTINGUISHER	
FEC	- FIRE EXTINGUISHER CABINET	
FF	- FINISH FLOOR	
FG	- FINISH GRADE	
FGL	- FIBERGLASS	
FH	- FIRE HYDRANT	
FHMS	- FLAT HEAD MACHINE SCREW	
FHORN	- FIRE HORN	
FHS	- FIRE HOSE STATION	
FHWS	- FLAT HEAD WOOD SCREW	
FIN	- FINISH	
FIXT	- FIXTURE	
FJ	- FLOOR JOIST	
FLR	- FLOOR	
FLSH	- FLASHING	
FN	- FACE NAIL	
FNC	- FENCE	
FOB	- FACE OF BUILDING	
FOC	- FACE OF CONCRETE	
FOF	- FACE OF FINISH	
FOM	- FACE OF MASONRY	
FOS	- FACE OF STUD	
FR	- FIRE RETARDANT	
FTG	- FOOTING	
FUT	- FUTURE	
GA	- GAUGE	
GALV	- GALVANIZED	
GB	- GRAB BAR	
GD	- GARBAGE DISPOSAL	
GE	- GRATE ELEVATION	
GL	- GLASS	
GLB	- GLUE LAMINATED BEAM	
GND	- GROUND	
GR	- GRADE	
GSM	- GALVANIZED SHEET METAL	
GYP BD	- GYPSUM BOARD	
HB	- HOSE BIB	
HC	- HOLLOW CORE	
HDR	- HEADER	
HDWD	- HARDWOOD	
HDWE	- HARDWARE	
HGT	- HEIGHT	
HM	- HOLLOW METAL	
HORZ	- HORIZONTAL	
HP	- HIGH POINT	
HR	- HOUR	
HSS	- HOLLOW STRUCTURAL STEEL	
HTG	- HEATING	
HVAC	- HEATING, VENTILATION & AIR CONDITIONING	
HW	- HOT WATER	
ID	- INSIDE DIAMETER	
INSUL	- INSULATION	
INT	- INTERIOR	
INV	- INVERT	
IRR	- IRRIGATION	
JAN	- JANITOR	
JH	- JOIST HANGER	
JST	- JOIST	
JT	- JOINT	
KIT	- KITCHEN	

LAB	- LABORATORY	
LAM	- LAMINATE	
LAV	- LAVATORY	
LB	- LAG BOLT	
LH	- LEFT HAND	
LL	- LIVE LOAD	
LN	- LENGTH	
LP	- LOW POINT	
LSL	- LAMINATED STRAND LUMBER	
LT	- LIGHT	
LTG	- LIGHTING	
LVR	- LOUVER	
LW	- LIGHTWEIGHT	
MAT	- MATERIAL	
MAX	- MAXIMUM	
MB	- MACHINE BOLT	
MC	- MEDICINE CABINET	
MECH	- MECHANICAL	
MED	- MEDIUM	
MFR	- MANUFACTURER	
MH	- MANHOLE	
MIN	- MINIMUM	
MIR	- MIRROR	
MISC	- MISCELLANEOUS	
MO	- MASONRY OPENING	
MOD	- MODULAR	
MR	- MOISTURE RESISTANT	
MTD	- MOUNTED	
MTL	- METAL	
(N)	- NEW	
N	- NORTH	
NAT	- NATURAL	
NIC	- NOT IN CONTRACT	
NO	- NUMBER	
NOM	- NOMINAL	
NR	- NON-RATED	
NTS	- NOT TO SCALE	
OI	- OVER	
OA	- OVERALL	
OBS	- OBSCURE	
OC	- ON CENTER	
OD	- OUTSIDE DIAMETER	
OFD	- OVERFLOW DRAIN	
OFF	- OFFICE	
OFS	- OUTSIDE FACE OF STUD	
OHMS	- OVAL HEAD WOOD SCREW	
OPP	- OPPOSITE	
OVFL	- OVERFLOW	
P	- PAINT	
PCF	- POUNDS PER CUBIC FOOT	
PEN	- PANEL EDGE NAIL	
PERF	- PERFORATED	
PIR	- POLYISOCYANURATE	
PIV	- POST INDICATOR VALVE	
PL	- PLATE	
PLAM	- PLASTIC LAMINATE	
PLAS	- PLASTER	
PLF	- POUNDS PER LINEAR FOOT	
PLNT	- PLANTER	
PLWD	- PLYWOOD	
PMF	- PRESSED METAL FRAME	
PR	- PAIR	
PROP	- PROPERTY	
PRPT	- PARAPET	
PSF	- POUNDS PER SQUARE FOOT	
PSI	- POUNDS PER SQUARE INCH	
PSL	- PARALLEL STRAND LUMBER	
PSTA	- PULL STATION	
PT	- POINT	
PTD	- PAPER TOWEL DISPENSER	
PTDF	- PRESSURE TREATED DOUGLAS FIR	
PTN	- PARTITION	
PTR	- PAPER TOWER RECEPTACLE	
PUR	- POLYURETHANE	
PVC	- POLYVINYL-CHLORIDE	
PVMT	- PAVEMENT	
QT	- QUARRY TILE	
RAD	- RADIUS	
RAH	- ROOF ACCESS HATCH	
RB	- RESILIENT BASE	
RCP	- REFLECTED CEILING PLAN	
RD	- ROOF DRAIN	
RDWD	- REDWOOD	
REF	- REFERENCE	
REFR	- REFRIGERATOR	
REINF	- REINFORCING	
RES	- RESILIENT	
RGD	- RIGID	
RH	- RIGHT HAND	
RHMS	- ROUND HEAD METAL SCREW	
RHWS	- ROUND HEAD WOOD SCREW	
RO	- ROUGH OPENING	
RW	- ROCK WOOL	
RWL	- RAIN WATER LEADER	

S	- SOUTH	
SAB	- SOUND ATTENUATING BATTS	
SAD	- SEE ARCHITECTURAL DRAWINGS	
SAFF	- SELF ADHERED FLEXIBLE FLASHING	
SASM	- SELF ADHERED SHEET MEMBRANE	
SBLKG	- SOLID BLOCKING	
SC	- SOLID CORE	
SCD	- SEE CIVIL DRAWINGS	
SD	- STORM DRAIN	
SDSP	- SOAP DISPENSER	
SEAL	- SEALANT	
SECT	- SECTION	
SED	- SEE ELECTRICAL DRAWINGS	
SF	- SQUARE FOOT (FEET)	
SHR	- SHOWER	
SHT	- SHEET	
SHTF	- SHEET FLOW	
SHTG	- SHEATHING	
SIM	- SIMILAR	
SING	- SINGLE	
SL	- SLIDING	
SLD	- SEE LANDSCAPE DRAWINGS	
SLP	- SLOPE	
SMD	- SEE MECHANICAL DRAWINGS	
SMS	- SHEET METAL SCREW	
SOG	- SLAB ON GRADE	
SP	- SOUNDPROOF	
SPEC	- SPECIFICATION	
SQ	- SQUARE	
SS	- SANITARY SEWER	
SSD	- SEE STRUCTURAL DRAWINGS	
SSTL	- STAINLESS STEEL	
STA	- STATION	
STD	- STANDARD	
STL	- STEEL	
STO	- STORAGE	
STRUC	- STRUCTURAL	
SUSP	- SUSPENDED	
T&B	- TOP AND BOTTOM	
T&G	- TONGUE & GROOVE	
TEL	- TELEPHONE	
TEMP	- TEMPERED	
TER	- TERRAZZO	
THK	- THICK	
TJ	- TOOL JOINT	
TKBD	- TACKBOARD	
TN	- TOE NAIL	
TOC	- TOP OF CURB	
TOPL	- TOP OF PLATE	
TOPVMT	- TOP OF PAVEMENT	
TOS	- TOP OF STEEL	
TOSOG	- TOP OF SLAB ON GRADE	
TOW	- TOP OF WALL	
TPD	- TOILET PAPER DISPENSER	
TPO	- THERMOPLASTIC POLYOLEFIN	
TRN	- TRANSOM	
TS	- TUBE STEEL	
TV	- TELEVISION	
TYP	- TYPICAL	
UNF	- UNFINISHED	
UON	- UNLESS OTHERWISE NOTED	
UR	- URINAL	
VCT	- VINYL COMPOSITION TILE	
VERT	- VERTICAL	
VEST	- VESTIBULE	
VG	- VERTICAL GRAIN	
VIF	- VERIFY IN FIELD	
VT	- VINYL TILE	
VTR	- VENT TO ROOF	
VWC	- VINYL WALL COVERING	
W	- WEST	
W/	- WITH	
W/O	- WITHOUT	
WAB	- WATER RESISTIVE BARRIER	
WC	- WATER CLOSET	
WD	- WOOD	
WDW	- WINDOW	
WF	- WASH FOUNTAIN	
WH	- WATER HEATER	
WP	- WATER PROOF	
WR	- WATER RESISTANT	
WRB	- WATER RESISTIVE BARRIER	
WT	- WEIGHT	
WWF	- WELDED WIRE FABRIC	
XFMR	- TRANSFORMER	
YD	- YARD	

SYMBOLS



APPLICABLE CODES

BUILDING CODES AND STANDARDS

2013 CALIFORNIA ADMINISTRATIVE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 1)

2013 CALIFORNIA BUILDING CODE, VOLUMES 1 & 2 (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2)
(BASED ON 2012 INTERNATIONAL BUILDING CODE)

2013 CALIFORNIA ELECTRICAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 3)
(BASED ON 2011 NATIONAL ELECTRICAL CODE)

2013 CALIFORNIA MECHANICAL CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 4)
(BASED ON 2012 IAPMO UNIFORM MECHANICAL CODE)

2013 CALIFORNIA PLUMBING CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 5)
(BASED ON 2012 IAPMO UNIFORM PLUMBING CODE)

2013 CALIFORNIA ENERGY CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 6)

2013 CALIFORNIA FIRE CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 9)
(BASED ON 2012 INTERNATIONAL FIRE CODE)

2013 CALIFORNIA GREEN CODE (CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 11)

2013 CALIFORNIA REFERENCE STANDARDS CODE
(CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 12)

TITLE 19, CCR, PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS

NATIONAL REFERENCE STANDARDS

AISC 341-10 MANUAL OF STEEL CONSTRUCTION

AF&PA NDS-2012 NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION
WITH 2012 SUPPLEMENT & ADDENDUM

ACI-318-11 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE

NFPA 13, 2013 EDITION, INSTALLATION OF AUTOMATIC SPRINKLER SYSTEMS
(W/ AMENDMENTS PER CBC CH 35)

NFPA 14, 2013 EDITION, INSTALLATION OF STANDPIPE, PRIVATE HYDRANT AND HOSE SYSTEMS
(W/ AMENDMENTS PER CBC CH 35)

NFPA 17, 2013 EDITION, DRY CHEMICAL EXTINGUISHING SYSTEMS

NFPA 17-A, 2013 EDITION, WET CHEMICAL EXTINGUISHING SYSTEMS

NFPA 24, 2013 EDITION, INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES
(W/ AMENDMENTS PER CBC CH 35)

NFPA 72, 2013 EDITION, NATIONAL FIRE ALARM CODE
(W/ AMENDMENTS PER CBC CH 35)

ADA (AMERICANS WITH DISABILITIES ACT, 1990) 2010 EDITION

ADA STANDARDS FOR ACCESSIBLE DESIGN (APPENDIX A OF 28 CFR PART 36)

PROJECT TEAM

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TLCD ARCHITECTURE
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CONTACT: JEFF BLECHEL

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STRUCTURAL ENGINEER
ZFA STRUCTURAL ENGINEERS
1212 FOURTH STREET
SANTA ROSA, CA 95404
PHONE: 707.526.0992
CONTACT: JARED BELLIEAUX

SUMMARY OF WORK

1. SITE ACCESSIBILITY IMPROVEMENTS

2. DEMOLITION OF SELECTED EXISTING ROOF AREAS W/ REMOVAL OF ASBESTOS-CONTAINING MATERIAL

3. ROOF DECK DIAPHRAGM REINFORCEMENT

4. INSTALLATION OF RIGID INSULATION FOR POSITIVE DRAINAGE AND THERMAL PERFORMANCE.

5. INSTALLATION OF NEW SINGLE MEMBRANE ROOFING SYSTEM AND ASSOCIATED SHEET METAL WORK.

PRIMARY OCCUPANCIES: A (ASSEMBLY)

ACCESSORY OCCUPANCIES: B,S1

CONSTRUCTION: TYPE II A
SPRINKLERED: NO
BUILDING AREA: APPROXIMATELY 40, 000 SF

SHEET INDEX

GOO1	TITLE SHEET
CIVIL	
C0	ABREVIATIONS, LEGENDS, NOTES
C1	SITE DEMO PLAN
C3	GRADING PLAN
C4	STRIPING PAVEMENT STRUCTURAL PLAN
C5	DETAILS
ARCHITECTURE	
A101	SITE PLAN
A102	ROOF DEMOLITION PLAN
A103	OVERALL ROOF PLAN
A401	ENLARGED ROOF PLAN
A402	ENLARGED ROOF PLAN
A403	ENLARGED ROOF PLAN
A404	ENLARGED ROOF PLAN
A501	DETAILS
A502	DETAILS
A701	PHOTOS
A702	PHOTOS
STRUCTURAL	
S0.1	FRP LAYOUT PLAN

GENERAL PROJECT NOTES

1. PROJECT DESIGN AND CONSTRUCTION SHALL COMPLY WITH STANDARDS AND CONDITIONS SET FORTH IN THE TITLE 24 ENERGY DOCUMENTATION.

2. INSTALLATION OF ALL SANITARY FACILITIES ACCESSIBLE TO THE DISABLED SHALL COMPLY WITH CHAPTER 2-17 OF PART 2 OF TITLE 24 (C.A.C.).

3. PROVIDE LEVER TYPE FAUCETS AT RESTROOM LAVATORIES AND INSULATE ALL HOT WATER LINES AND DRAIN IN ACCORDANCE WITH TITLE 24 ACCESSIBILITY REQUIREMENTS.

4. PROVIDE LEVER TYPE HARDWARE IN ACCORDANCE WITH TITLE 24 ACCESSIBILITY REQUIREMENTS FOR ALL DOORS.

5. DO NOT SCALE FROM DRAWINGS. VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. NOTIFY THE ARCHITECT AND/OR ENGINEER OF ANY DISCREPANCIES ON DRAWINGS REQUIRING CLARIFICATION OR REVISION BEFORE COMMENCING WITH THE WORK.

6. ALL DIMENSIONS ARE FROM FACE OF FRAMING OR CAST-IN-PLACE CONCRETE WALL UNLESS OTHERWISE NOTED.

7. PROTECT ALL EXISTING CONDITIONS THAT ARE TO REMAIN, AND SECURE THE PROPERTY DURING CONSTRUCTION.

8. VERIFY ALL EXISTING CONDITIONS AND UTILITIES IN THE FIELD. NOTIFY THE PROJECT MANAGER OF ANY DISCREPANCIES THAT MAY OCCUR.

9. VERIFY AND LOCATE ALL EXISTING UNDERGROUND OR UNDERFLOOR UTILITIES AND AVOID DAMAGE TO THE SAME.

11. ALL DIMENSIONS SHOWN ON THE WINDOW SCHEDULE ARE NOMINAL DIMENSIONS ONLY. VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.

12. ALL CRITICAL DIMENSIONS FOR EXISTING CONDITIONS SHALL BE VERIFIED IN THE FIELD BEFORE FABRICATION OR CONSTRUCTION OF NEW WORK.

13. IF APPLICABLE, PROVIDE AND INSTALL IN THE BUILDING ONE 2A10BC FIRE EXTINGUISHER PER 3,000 SF AS INDICATED ON THE FLOOR PLANS OR AS INDICATED ELSEWHERE IN THESE DOCUMENTS.

14. COMPLIANCE WITH CFC CHAPTER 14, FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION, AND CBC CHAPTER 33, SAFETY DURING CONSTRUCTION, WILL BE ENFORCED.

DEFERRED APPROVAL ITEMS:

NONE

PROJECT NOTES

CHAPTER 4, PART 1, TITLE 24, CCR, ADMINISTRATIVE REQUIREMENTS (PARTIAL LISTING ONLY)

1. A COPY OF PARTS 1 AND 2, TITLE 24, CALIFORNIA CODE OF REGULATIONS SHALL BE KEPT ON THE JOB SITE AT ALL TIMES.

2. ALL CHANGE ORDERS AND ADDENDA TO BE SIGNED BY THE ARCHITECT AND OWNER AND APPROVED BY THE COUNTY OF SONOMA PRMD.

3. ALL TESTS TO CONFORM TO THE REQUIREMENTS OF SECTION 4-335, PART 1, TITLE 24, AND APPROVED T & I SHEET.

4. TESTS OF MATERIALS AND TESTING LABORATORY SHALL BE IN ACCORDANCE WITH SECTION 4-335 OF PART 1, TITLE 24 AND THE DISTRICT SHALL EMPLOY AND PAY THE LABORATORY. COSTS OF RE-TEST MAY BE BACK CHARGED TO THE CONTRACTOR, SEE SPECIFICATIONS.

5. NOT USED

6. NOT USED

7. NOT USED

8. NOT USED

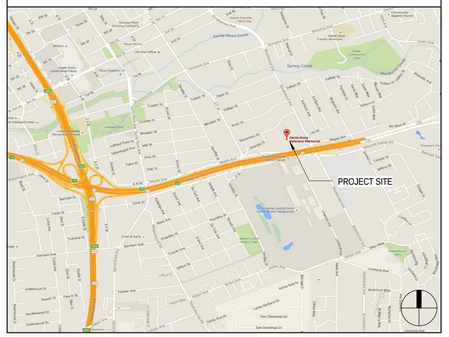
9. THE ARCHITECT AND THE STRUCTURAL ENGINEER SHALL PERFORM THEIR DUTIES IN ACCORDANCE WITH SECTION 4-333(a) AND 4-341, PART 1, TITLE 24.

10. THE CONTRACTOR SHALL PERFORM HIS DUTIES IN ACCORDANCE WITH SECTION 4-343, PART 1, TITLE 24.

11. THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO PROVIDE THE WORK AS INDICATED IN ACCORDANCE WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS. SHOULD ANY CONDITIONS DEVELOP NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN FINISHED WORK WILL NOT COMPLY WITH TITLE 24, A CHANGE ORDER DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE COUNTY.

12. COMPLIANCE WITH CFC CH 14 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION AND CBC CH 33 SAFETY DURING CONSTRUCTION WILL BE ENFORCED. SEE ALSO SPECIFICATON DIV. 1.

VICINITY MAP



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LICENSED ARCHITECT
SCOTT D. C. TOMASI
C-14345
STATE OF CALIFORNIA

CONSTRUCTION DOCUMENTS

SANTA ROSA VETERANS MEMORIAL BUILDING ROOFING AND ADA SITE IMPROVEMENTS

1351 MAPLE AVE, SANTA ROSA, CA 95404

County of Sonoma Project Number: 6601KK

COUNTY OF SONOMA

PROJECT NUMBER: 16020

DATE: 3/23/2016

DRAWN BY: ND

CHECKED BY: JB

REVISIONS:

NO.	DESCRIPTION	DATE

TITLE SHEET

G001

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ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
ACP	ASBESTOS CEMENT PIPE
AD	ALGEBRAIC DIFFERENCE
ADA	AMERICANS WITH DISABILITIES ACT
ADPT	ADAPTER
AGG	AGGREGATE
ALUM	ALUMINUM
AP	ANGLE POINT
APN	ASSESSORS PARCEL NUMBER
APPROX	APPROXIMATE
ARV	AIR RELEASE VALVE
AVE	AVENUE
BC	BEGIN HORIZONTAL CURVE
BLDG	BUILDING
BLVD	BOULEVARD
BM	BENCHMARK
BO	BLOWOFF
BV	BUTTERFLY VALVE
BVC	BEGIN VERTICAL CURVE
BW	BOTTOM OF WALL
B&R	BRELJE & RACE
CAV	COMBINATION AIR & VACUUM RELEASE VALVE
CB	CATCH BASIN
CBC	CALIFORNIA BUILDING CODE
CDF	CONTROLLED DENSITY FILL
CHK	CHECK
CIPP	CAST-IN-PLACE PIPE
℄	CENTERLINE
CL	CENTERLINE
CL	CLASS
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CMPA	CORRUGATED METAL PIPE ARCH
CO	CLEANOUT
COAX	COAXIAL CABLE
CONC	CONCRETE
COND	CONDUIT
COTG	CLEANOUT TO GRADE
CP	CONTROL POINT
CPLG	COUPLING
CR	CURB RETURN
CSP	CORRUGATED STEEL PIPE
CTR	CENTER
CY	CUBIC YARDS
C/C	CENTER TO CENTER
C&G	CURB AND GUTTER
DBL	DOUBLE
DCDC	DOUBLE CHECK DETECTOR CHECK
DDC	DOUBLE DETECTOR CHECK
DET	DETECTOR
DI	DROP INLET
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DR	DRIVE
DS	DOWNSPOUT
DS	DOWNSTREAM
DWG	DRAWING
D/W	DRIVEWAY
E	EAST
EC	END HORIZONTAL CURVE
ECC	ECCENTRIC
EFFL	EFFLUENT (SEWER)
EG	EXISTING GROUND
EL	ELEVATION
ELEC	ELECTRICAL
ELL	ELBOW
EP	EDGE OF PAVEMENT
ESMT	EASEMENT
EVC	END VERTICAL CURVE
EW	EACH WAY
EX	EXISTING
EXIST	EXISTING
FC	FACE OF CURB
FCA	FLANGED COUPLING ADAPTER
FDC	FIRE DEPARTMENT CONNECTION
FES	FLARED END SECTION
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL (symbol)	FLOWLINE
FL	FLOWLINE
FLG	FLANGE
FLSO	FLOWLINE OF SIDE OPENING
FLEX	FLEXIBLE
FM	FORCE MAIN (PRESSURE)
FRP	FIBERGLASS REINFORCED PLASTIC
FT	FEET
FTG	FOOTING
GALV	GALVANIZED
GB	GRADE BREAK
GPM	GALLONS PER MINUTE
GRD	GROUND
GSP	GALVANIZED STEEL PIPE
GV	GAS VALVE
GV	GATE VALVE
HB	HOSE BIBB
HB	HEADER BOARD
HDG	HOT DIPPED GALVANIZED
HDPE	HIGH DENSITY POLYETHYLENE
HP	HIGH POINT
HPG	HIGH PRESSURE GAS
HWY	HIGHWAY
ICV	IRRIGATION CONTROL VALVE
ID	INSIDE DIAMETER
INV	INVERT
IP	IRON PIPE
IPS	IRON PIPE SIZE
IRR	IRRIGATION
ISA	INTERNATIONAL SIGN ASSOCIATION
JP	JOINT POLE
JT	JOINT TRENCH
L	ARC LENGTH
L	LENGTH
LF	LINEAL FEET
LG	LIP OF GARAGE
LP	LOW POINT
LT	LEFT
MAX	MAXIMUM
MBGR	METAL BEAM GUARD RAIL
MFR	MANUFACTURE
MG	MILLION GALLONS
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
MSL	MEAN SEA LEVEL
N	NORTH
NO.	NUMBER
NA	NOT APPLICABLE
NIC	NOT IN CONTRACT
NPT	NATIONAL PIPE THREAD
OC	ON CENTER
OD	OUTSIDE DIAMETER
OH	OVERHEAD
OZ	OUNCE
PA	PLANTER AREA
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCC	PORTLAND CEMENT CONCRETE
PD	PLANTER DRAIN
PE	PLAIN END
PG	PAD GRADE
PIV	POST INDICATOR VALVE
℘	PROPERTY LINE
PN	PAVING NOTCH
POC	POINT OF CONNECTION
POC	POINT ON CURVE
POS	PRIVATE OPEN SPACE
POT	POINT ON TANGENT
PP	POWER POLE
PRC	POINT OF REVERSE CURVATURE
PRV	PRESSURE REDUCING VALVE
PSI	POUND PER SQUARE INCH
PSV	PRESSURE SUSTAINING VALVE
PT	POINT OF TANGENCY
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
PWE	PUBLIC WATER EASEMENT
R	RADIUS
RAW	RAW WATER
RC	RELATIVE COMPACTION
RCB	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
RD	ROOF DRAIN
RED	REDUCER
REF	REFERENCE
RPBP	REDUCED PRESSURE BACKFLOW PREVENTER
RSC	REMOTE SUPERVISORY CONTROL
RT	RIGHT
RT	RING TIGHT
RW	RECYCLED WATER
RWL	RAIN WATER LEADER
R/W	RIGHT OF WAY
S	SOUTH
S	SLOPE
S.A.D.	SEE ARCHITECTURAL DRAWINGS
SCADA	SUPERVISORY CONTROL & DATA ACQUISITION
SCH	SCHEDULE
SD	STORM DRAIN
SDCB	STORM DRAIN CATCH BASIN
SDCO	STORM DRAIN CLEANOUT
SDDI	STORM DRAIN DROP INLET
SDE	STORM DRAIN EASEMENT
SDMH	STORM DRAIN MANHOLE
SE	SEWER EASEMENT
S.E.D.	SEE ELECTRICAL DRAWINGS
SF	SQUARE FEET
S.L.D.	SEE LANDSCAPE DRAWINGS
SOF	SLIP ON FLANGE
SO	SIDE OPENING (SD)
S.P.D.	SEE PLUMBING DRAWINGS
SPEC	SPECIFICATION
SS	STAINLESS STEEL
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEANOUT
S.S.D.	SEE STRUCTURAL DRAWINGS
SSMH	SANITARY SEWER MANHOLE
ST	STREET
STA	STATION
STD	STANDARD
STL	STEEL
SVC	SERVICE
SWE	SIDEWALK EASEMENT
SY	SQUARE YARDS
S/W	SIDEWALK
T	TANGENT
TAN	TANGENT
TB	TOP OF BOX
TC	TOP OF CURB
TCE	TEMPORARY CONSTRUCTION EASEMENT
TD	TOP OF DIKE
TEL	TELEPHONE
TEMP	TEMPORARY
TF	TOP OF FOUNDATION
TG	TOP OF GRATE
THD	THREADED
TS	TOP OF SLAB
TW	TOP OF WALL
TYP	TYPICAL
UFFG	UNDER FLOOR FINISHED GRADE
UNO	UNLESS NOTED OTHERWISE
VC	VERTICAL CURVE
W	WEST
W	WATER
WM	WATER METER
WNF	WELD NECK FLANGE
WS	WATER SERVICE
WT	WEIGHT
WV	WATER VALVE
°	DEGREES
'	MINUTES
"	SECONDS
Δ	DELTA
&	AND
@	AT
#	NUMBER
#	POUNDS
%	PERCENT

LEGEND

LINES

BOUNDARY

PARCEL

CENTER

EASEMENT

UTILITY LINES	EXISTING	PROPOSED
STORM DRAIN	24" SD	24" SD
WATER	8" W — W	8" W
SEWER	12" SS — SS	12" SS
GAS	3" G	
ELECTRICAL	E	12KV — E
TELEPHONE	T	
TELEVISION	TV	
JOINT TRENCH	JT	

TOPOGRAPHY

	EXISTING	PROPOSED
DROP INLET		
DROP INLET WITH SIDE OPENINGS		
WATER METER	WM	
WATER VALVE		
BLOWOFF		
FIRE HYDRANT		
THRUST BLOCK		
GAS METER	GM	
STORM DRAIN MANHOLE		
STORM DRAIN CATCH BASIN		
SEWER MANHOLE		
SEWER CLEANOUT	SS	
JOINT POLE	JP	
LIGHT STANDARD		
GUY/ANCHOR		
CURB & GUTTER		
AC DIKE		
FENCE	X X	X X
CHAIN LINK FENCE		
DITCH/SWALE		
MONUMENT		
TREE PROTECTION		TP
TREE TO BE SAVED		
TREE TO BE REMOVED		

GENERAL NOTES

1. ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL CONFORM TO THE CITY OF SANTA ROSA MOST RECENTLY ADOPTED EDITION OF THE STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
2. CONTRACTOR SHALL OBTAIN AND PAY FOR ALL CONSTRUCTION PERMITS REQUIRED BY THE CITY OF SANTA ROSA (SUCH AS ENCROACHMENT, GRADING, BUILDING, DEMOLITION ETC.) PRIOR TO COMMENCEMENT OF WORK.
3. AN ENCROACHMENT PERMIT MUST BE OBTAINED FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO BEGINNING ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
4. TEMPORARY STOCKPILES MUST BE REMOVED BY COMPLETION OF GRADING ACTIVITIES. OTHERWISE A SEPARATE TEMPORARY USE PERMIT AND GRADING PERMIT IS REQUIRED FOR THE STOCKPILE.
5. CONTRACTOR SHALL SECURE A TRENCH PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO EXCAVATION OF ANY TRENCH OVER FIVE FEET IN DEPTH.
6. IF ANY CONTAMINATED MATERIAL IS ENCOUNTERED DURING CONSTRUCTION, WORK MUST STOP UNTIL A WORK PLAN HAS BEEN APPROVED IN WRITING BY THE CITY FIRE DEPARTMENT AND THE STATE REGIONAL WATER QUALITY CONTROL BOARD.
7. ALL TRENCH SPOILS SHALL BE REMOVED AS THEY ARE GENERATED AND DISPOSED OF ON SITE PER THE GRADING PERMIT OR AT A SITE APPROVED BY A GRADING PERMIT FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT.
8. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE OWNER, THE DESIGN PROFESSIONAL AND THEIR CONSULTANTS, THE COUNTY OF SONOMA, AND THE CITY OF SANTA ROSA, AND EACH OF THEIR OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
9. THE LOCATIONS OF UNDERGROUND OBSTRUCTIONS SHOWN ON THE PLANS ARE APPROXIMATE ONLY AND SHOULD NOT BE TAKEN AS FINAL OR ALL INCLUSIVE. THE CONTRACTOR IS CAUTIONED THAT THE PLANS MAY NOT INCLUDE ALL EXISTING UTILITIES AND THAT THE OWNER, THE CITY OF SANTA ROSA AND DESIGN PROFESSIONAL ASSUME NO RESPONSIBILITY OF OBSTRUCTIONS WHICH MAY BE ENCOUNTERED.
10. THE CONTRACTOR SHALL RECOGNIZE THAT UNDERGROUND FACILITIES NOT SHOWN AS CIVIL IMPROVEMENTS (PG&E, TELEPHONE, TV, IRRIGATION, ETC.) SHALL BE COORDINATED AND CONSTRUCTED PRIOR TO PLACEMENT OF BASE ROCK AND PAVING.
11. CONTRACTOR IS RESPONSIBLE FOR PRESERVATION AND/OR PERPETUATION OF ALL EXISTING SURVEY MONUMENTS (IRON PIPES ON LOT LINES AND CORNER, CENTERLINE WELL DISKS, ETC.), WHICH CONTROL SUBDIVISIONS, TRACTS, BOUNDARIES, STREETS, HIGHWAYS, OR OTHER RIGHT-OF-WAY, EASEMENTS, OR PROVIDE SURVEY CONTROL WHICH WILL BE DISTURBED OR REMOVED DUE TO CONTRACTOR'S WORK. CONTRACTOR SHALL PROVIDE A MINIMUM OF 10 (TEN) WORKING DAYS NOTICE TO THE ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OR REMOVAL OF EXISTING MONUMENTS.
12. CONSTRUCTION HOURS SHALL BE LIMITED TO 7 AM TO 7 PM MONDAY THRU SATURDAY, EXCLUDING HOLIDAYS. THIS RESTRICTION INCLUDES THE START UP OF ANY MOTOR VEHICLES OR OTHER HEAVY EQUIPMENT. ALL CONTRACTORS' EQUIPMENT SHALL BE PROPERLY MUFFLED AND SHALL BE SHUT DOWN WHEN NOT IN USE. (HOURS ARE SUBJECT TO THE CONDITIONS OF APPROVAL.) THE CONTRACTOR SHALL COORDINATE THE WORK SCHEDULE WITH THE OWNERS FACILITY EVENT SCHEDULE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE OR DETERIORATION OCCURRING TO EXISTING PUBLIC IMPROVEMENTS AS A DIRECT RESULT OF CONSTRUCTION ACTIVITY RELATED TO CONSTRUCTION OF THE COMMON IMPROVEMENTS (GRADING, ROAD CONSTRUCTION, UTILITY INSTALLATION, ETC.). REQUIRED REPAIR MAY REQUIRE PATCHING, SEALING OR OVERLAYING AFFECTED AREAS AS APPROPRIATE TO RETURN THE ROADS TO AS GOOD A CONDITION AS THEY WERE PRIOR TO CONSTRUCTION. IF THE CONTRACTOR DOES NOT ACT PRUDENTLY IN A TIMELY MANNER, THE CITY MAY, AT ITS DISCRETION PERFORM THE CORRECTION AND CHARGE THE CONTRACTOR FOR ALL COSTS AND OVERHEAD INCURRED.
14. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS FOR APPROVAL PRIOR TO BEGINNING ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
15. CONSTRUCTION SITE WASTE MANAGEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONSTRUCTION SITE MUST BE KEPT CLEAN AND FREE FROM NON-STORM WATER MATERIAL DISCHARGES, INCLUDING BUT NOT LIMITED TO SOLID WASTE SUCH AS PACKAGING MATERIALS, WOOD, PAPER, AND PLASTIC; SCRAP OR SURPLUS BUILDING MATERIALS SUCH AS METALS, RUBBER, PLASTIC, GLASS AND MASONRY PRODUCTS; DOMESTIC WASTES SUCH AS FOOD CONTAINERS, COFFEE CUPS, PAPER BAGS, AND CIGARETTES; CONSTRUCTION AND LANDSCAPING MATERIALS; AND HAZARDOUS WASTE SUCH AS PETROLEUM PRODUCTS, WOOD PRESERVATIVES, PAINTS, MORTARS, AND SOLVENTS. ANY ACTIVITY DURING CONSTRUCTION WHICH ACTUALLY AND/OR MAY POTENTIALLY RESULT IN THE DISCHARGE OF SUCH POLLUTANTS INTO THE CITY'S STORM WATER SYSTEM IS IN VIOLATION OF CITY OF SANTA ROSA STORM WATER ORDINANCE AND STATE OF CALIFORNIA NORTH COAST REGIONAL WATER QUALITY CONTROL BOARD REGULATIONS. THE SITE SHALL REMAIN NEAT AND FREE FROM ANY SUCH POLLUTANTS. THE SITE MUST HAVE AN ADEQUATE NUMBER OF WATERTIGHT CONTAINERS WITH LIDS OR COVERS THAT CAN BE PLACED OVER THE CONTAINER TO KEEP OUT RAIN OR TO PREVENT LOSS OF WASTE DUE TO WIND. THE CONTRACTOR MUST COLLECT SITE TRASH DAILY AND ARRANGE FOR REGULAR WASTE COLLECTION BEFORE CONTAINER OVERFLOWS.
16. ADA AND TITLE 24 COMPLIANCE: CONSTRUCTION CONTRACTOR MUST COMPLY WITH THE REQUIREMENTS OF THE AMERICAN WITH DISABILITIES ACT (ADA) AND TITLE 24 WHILE WORKING IN THE PUBLIC RIGHT-OF-WAY. IF CONSTRUCTION CONTRACTOR'S WORK IN THE PUBLIC RIGHT-OF-WAY WILL AFFECT PEDESTRIAN ACCESS, THE CONSTRUCTION CONTRACTOR IS REQUIRED TO PROVIDE A PROPERLY SIGNED ACCESSIBLE ROUTE OF TRAVEL. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. FAILURE TO COMPLY WITH THE ADA AND TITLE 24 CAN HAVE SERIOUS CONSEQUENCES FOR THE CONSTRUCTION CONTRACTOR. SUCH FAILURE MAY RESULT IN LAWSUITS FOR REGULATORY ACTIONS BY THE DEPARTMENT OF JUSTICE OR THE STATE ATTORNEY GENERAL.

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CONSTRUCTION DOCUMENTS

SANTA ROSA VETERANS MEMORIAL ROOFING AND ADA SITE IMPROVEMENTS

1351 MAPLE AVENUE
SANTA ROSA, CA 95404

PROJECT NUMBER: 16020/4314.00

DATE: 3/23/2017

DRAWN BY: PIT

CHECKED BY: PB

REVISIONS:

NO.	DESCRIPTION	DATE

ABBREVIATIONS, LEGEND & NOTES

C0

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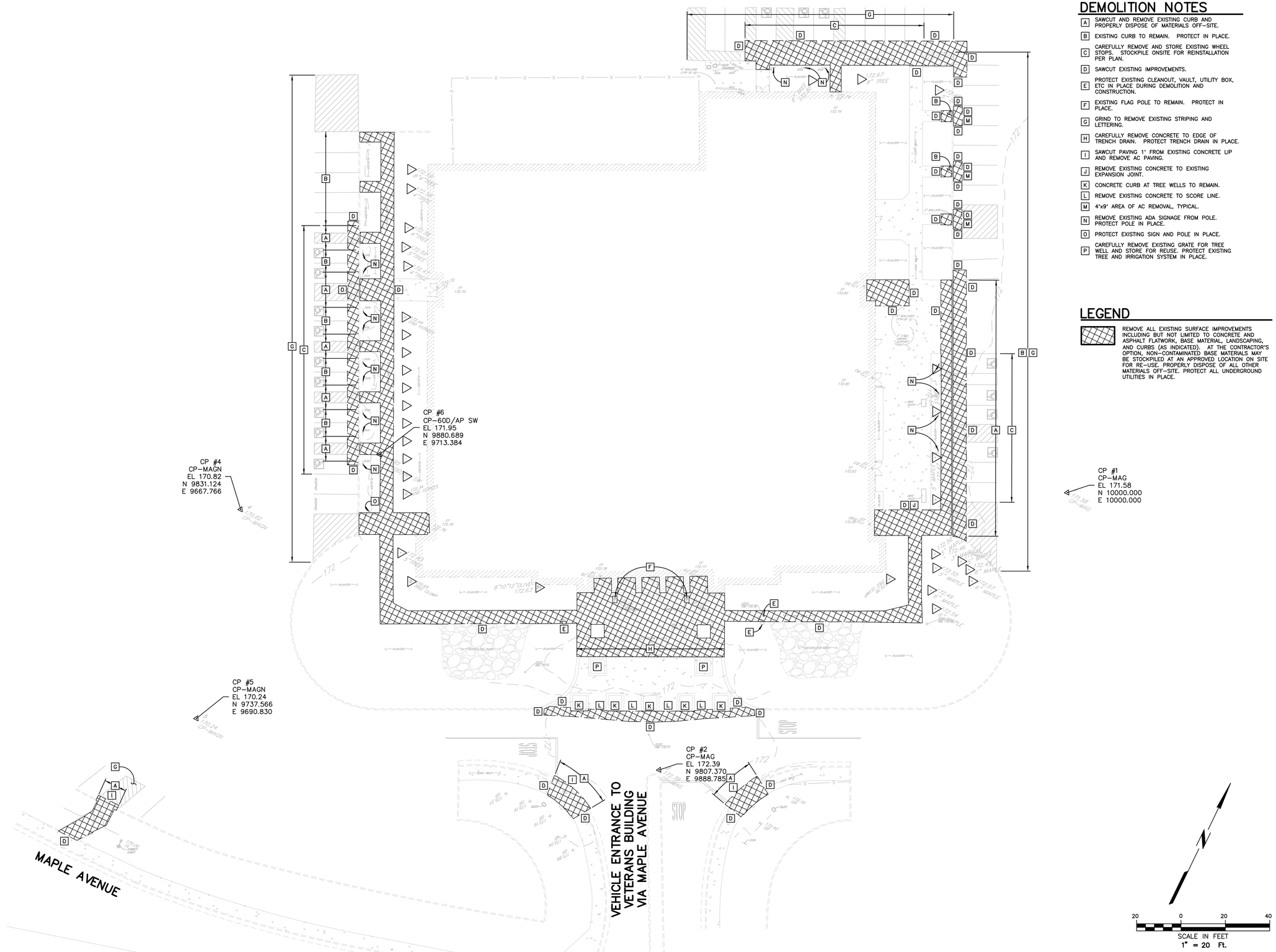

DEMOLITION NOTES

- A SAWCUT AND REMOVE EXISTING CURB AND PROPERLY DISPOSE OF MATERIALS OFF-SITE.
- B EXISTING CURB TO REMAIN. PROTECT IN PLACE.
- C CAREFULLY REMOVE AND STORE EXISTING WHEEL STOPS. STOCKPILE ONSITE FOR REINSTALLATION PER PLAN.
- D SAWCUT EXISTING IMPROVEMENTS.
- E PROTECT EXISTING CLEANOUT, VAULT, UTILITY BOX, ETC IN PLACE DURING DEMOLITION AND CONSTRUCTION.
- F EXISTING FLAG POLE TO REMAIN. PROTECT IN PLACE.
- G GRIND TO REMOVE EXISTING STRIPING AND LETTERING.
- H CAREFULLY REMOVE CONCRETE TO EDGE OF TRENCH DRAIN. PROTECT TRENCH DRAIN IN PLACE.
- I SAWCUT PAVING 1' FROM EXISTING CONCRETE LIP AND REMOVE AC PAVING.
- J REMOVE EXISTING CONCRETE TO EXISTING EXPANSION JOINT.
- K CONCRETE CURB AT TREE WELLS TO REMAIN.
- L REMOVE EXISTING CONCRETE TO SCORE LINE.
- M 4'x9' AREA OF AC REMOVAL, TYPICAL.
- N REMOVE EXISTING ADA SIGNAGE FROM POLE. PROTECT POLE IN PLACE.
- O PROTECT EXISTING SIGN AND POLE IN PLACE.
- P CAREFULLY REMOVE EXISTING GRATE FOR TREE WELL AND STORE FOR REUSE. PROTECT EXISTING TREE AND IRRIGATION SYSTEM IN PLACE.

LEGEND

REMOVE ALL EXISTING SURFACE IMPROVEMENTS INCLUDING BUT NOT LIMITED TO CONCRETE AND ASPHALT FLATWORK, BASE MATERIAL, LANDSCAPING, AND CURBS (AS INDICATED). AT THE CONTRACTOR'S OPTION, NON-CONTAMINATED BASE MATERIALS MAY BE STOCKPILED AT AN APPROVED LOCATION ON SITE FOR RE-USE. PROPERLY DISPOSE OF ALL OTHER MATERIALS OFF-SITE. PROTECT ALL UNDERGROUND UTILITIES IN PLACE.

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STATE OF CALIFORNIA
08-10-17

CONSTRUCTION DOCUMENTS

SANTA ROSA VETERANS MEMORIAL ROOFING AND ADA SITE IMPROVEMENTS

1351 MAPLE AVENUE
SANTA ROSA, CA 95404

PROJECT NUMBER: 16020/4314.00
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DEMOLITION PLAN

C1

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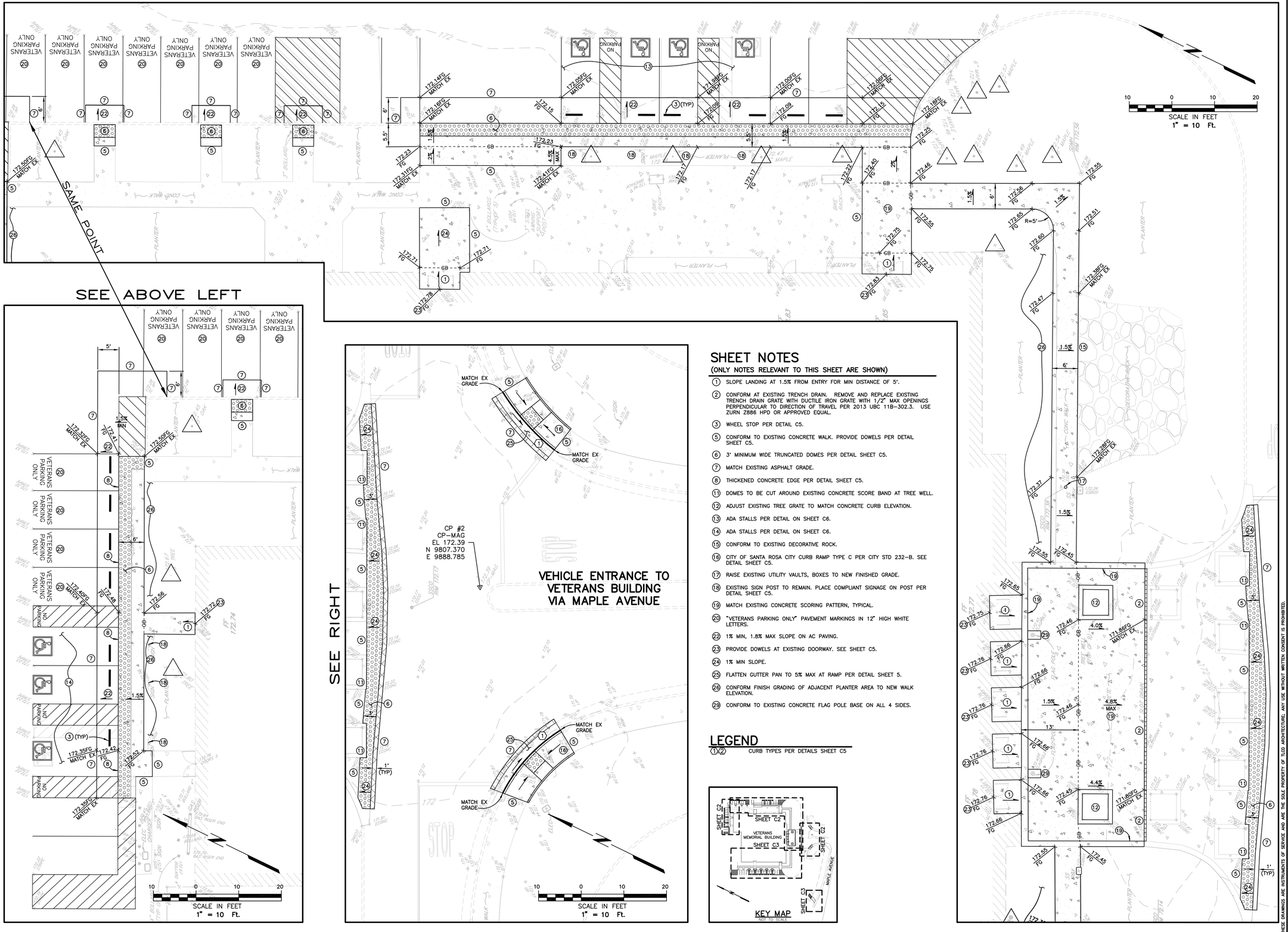

SHEET NOTES

(ONLY NOTES RELEVANT TO THIS SHEET ARE SHOWN)

1. SLOPE LANDING AT 1.5% FROM ENTRY FOR MIN DISTANCE OF 5'.
2. CONFORM AT EXISTING TRENCH DRAIN. REMOVE AND REPLACE EXISTING TRENCH DRAIN GRATE WITH DUCTILE IRON GRATE WITH 1/2" MAX OPENINGS PERPENDICULAR TO DIRECTION OF TRAVEL PER 2013 UBC 11B-302.3. USE ZURN Z886 HPD OR APPROVED EQUAL.
3. WHEEL STOP PER DETAIL C5.
5. CONFORM TO EXISTING CONCRETE WALK. PROVIDE DOWELS PER DETAIL SHEET C5.
6. 3' MINIMUM WIDE TRUNCATED DOMES PER DETAIL SHEET C5.
7. MATCH EXISTING ASPHALT GRADE.
8. THICKENED CONCRETE EDGE PER DETAIL SHEET C5.
11. DOMES TO BE CUT AROUND EXISTING CONCRETE SCORE BAND AT TREE WELL.
12. ADJUST EXISTING TREE GRATE TO MATCH CONCRETE CURB ELEVATION.
13. ADA STALLS PER DETAIL ON SHEET C6.
14. ADA STALLS PER DETAIL ON SHEET C6.
15. CONFORM TO EXISTING DECORATIVE ROCK.
16. CITY OF SANTA ROSA CITY CURB RAMP TYPE C PER CITY STD 232-B. SEE DETAIL SHEET C5.
17. RAISE EXISTING UTILITY VAULTS, BOXES TO NEW FINISHED GRADE.
18. EXISTING SIGN POST TO REMAIN. PLACE COMPLIANT SIGNAGE ON POST PER DETAIL SHEET C5.
19. MATCH EXISTING CONCRETE SCORING PATTERN, TYPICAL.
20. "VETERANS PARKING ONLY" PAVEMENT MARKINGS IN 12" HIGH WHITE LETTERS.
22. 1% MIN, 1.8% MAX SLOPE ON AC PAVING.
23. PROVIDE DOWELS AT EXISTING DOORWAY. SEE SHEET C5.
24. 1% MIN SLOPE.
25. FLATTEN GUTTER PAN TO 5% MAX AT RAMP PER DETAIL SHEET 5.
26. CONFORM FINISH GRADING OF ADJACENT PLANTER AREA TO NEW WALK ELEVATION.
29. CONFORM TO EXISTING CONCRETE FLAG POLE BASE ON ALL 4 SIDES.

LEGEND

1 2 CURB TYPES PER DETAILS SHEET C5

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1351 MAPLE AVENUE
SANTA ROSA, CA 95404

PROJECT NUMBER: 16020/4314.00
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NO.	DESCRIPTION	DATE

GRADING PLAN

C2

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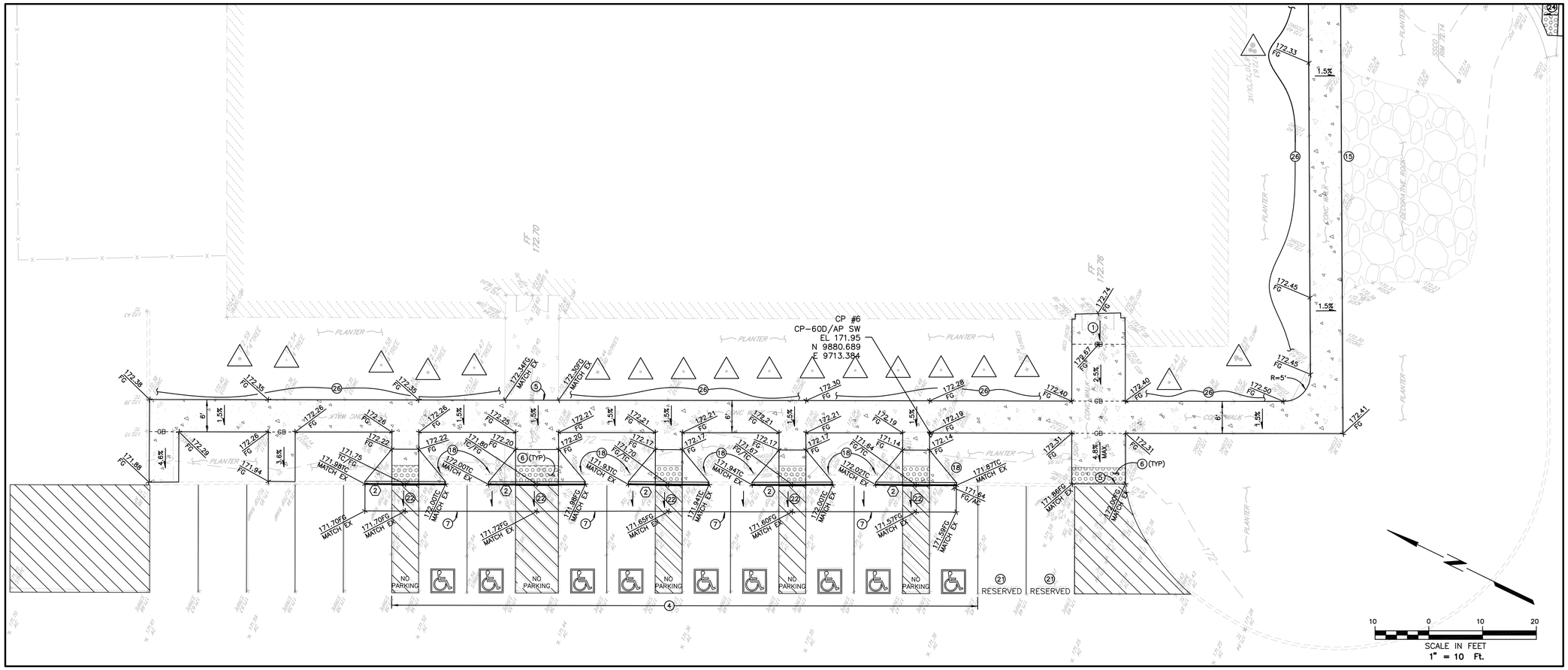
SEE SHEET C2



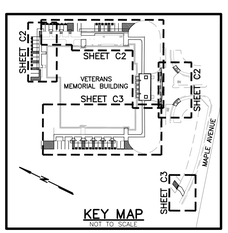
SHEET NOTES

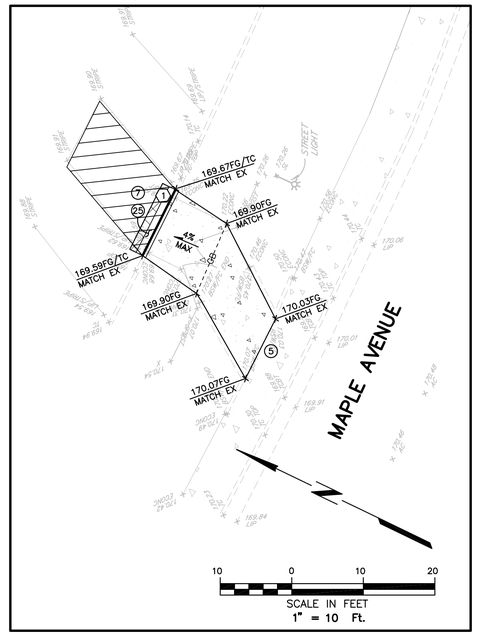
(ONLY NOTES RELEVANT TO THIS SHEET ARE SHOWN)

1. SLOPE LANDING AT 1.5% FROM ENTRY FOR MIN DISTANCE OF 5'.
4. ADA RAMP AND STALL PER DETAIL SHEET C5.
5. CONFORM TO EXISTING CONCRETE WALK. PROVIDE DOWELS PER DETAIL SHEET C5.
6. 3' MINIMUM WIDE TRUNCATED DOMES PER DETAIL SHEET C5.
7. MATCH EXISTING ASPHALT GRADE.
15. CONFORM TO EXISTING DECORATIVE ROCK.
18. EXISTING SIGN POST TO REMAIN. PLACE COMPLIANT SIGNAGE ON POST PER DETAIL SHEET C5.
21. "RESERVED" IN 12" HIGH WHITE LETTERS.
22. 1% MIN, 1.8% MAX SLOPE ON AC PAVING.
25. FLATTEN GUTTER PAN TO 5% MAX AT RAMP PER DETAIL SHEET 5.
26. CONFORM FINISH GRADING OF ADJACENT PLANTER AREA TO NEW WALK ELEVATION.

LEGEND

①② CURB TYPES PER DETAILS SHEET C5





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08-10-17

CONSTRUCTION DOCUMENTS

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1351 MAPLE AVENUE
SANTA ROSA, CA 95404

PROJECT NUMBER: 16020/4314.00
DATE: 3/23/2017
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CHECKED BY: PB
REVISIONS:

NO.	DESCRIPTION	DATE

GRADING PLAN

C3

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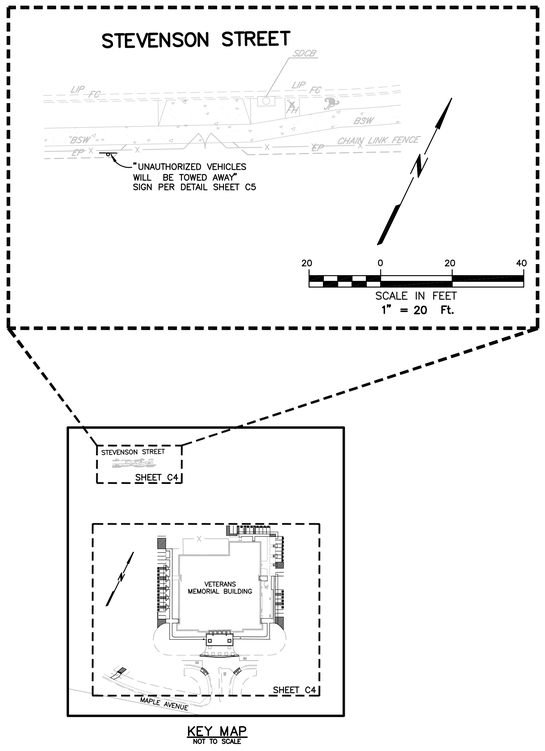
SHEET NOTES

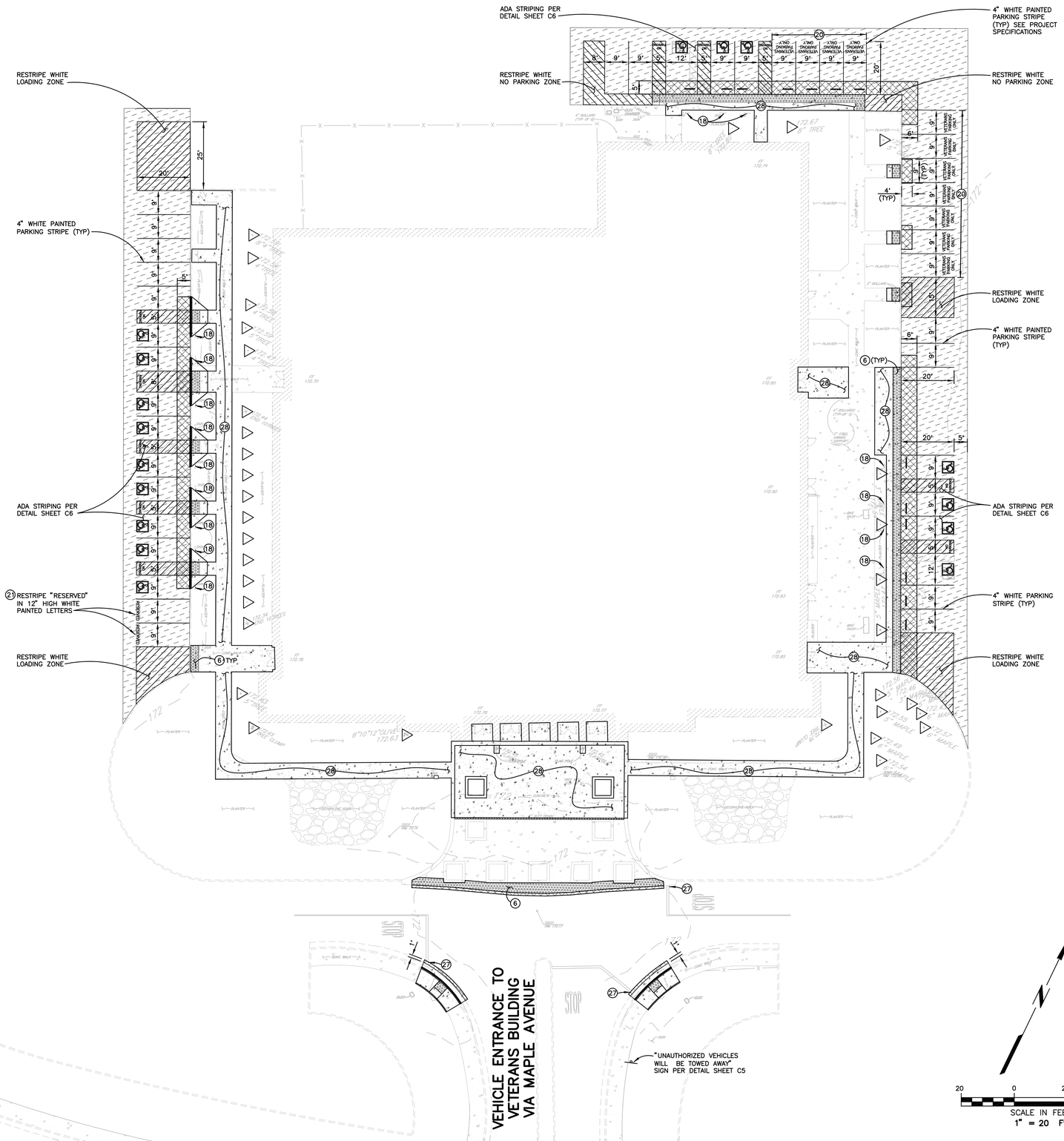
6. 3' MINIMUM WIDE TRUNCATED DOMES PER DETAIL SHEET C5.
18. EXISTING SIGN POST TO REMAIN. PLACE COMPLIANT SIGNAGE ON POST PER DETAIL SHEET C5.
20. "VETERANS PARKING ONLY" PAVEMENT MARKINGS IN 12" HIGH WHITE LETTERS.
21. "RESERVED" IN 12" HIGH WHITE LETTERS.
27. REPAIR/REPLACE EXISTING STOP BAR PER CITY OF SANTA ROSA STANDARDS.
28. CONCRETE SCORING PATTERN TO MATCH EXISTING CONCRETE FLATWORK.

LEGEND

- 0.25' AC PAVING OVER 0.75' CLASS 2 AGGREGATE BASE. SCARIFY AND RECOMPACT BASE TO 6" DEPTH AND 90% RC.
- 5" CONCRETE OVER 4" CLASS 2 AGGREGATE BASE PER DETAIL SHEET C5
- EXTENTS OF CRACK AND SLURRY SEAL PER SPECIFICATIONS. 5' BEYOND NEW STRIPING MIN. REMOVE ALL EXISTING STRIPING PRIOR TO SLURRY SEAL.



KEY MAP
NOT TO SCALE



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STRIPING, SIGNING & PAVEMENT STRUCTURAL SECTION PLAN

C4

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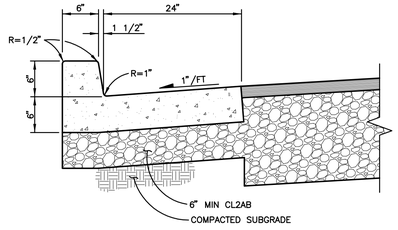
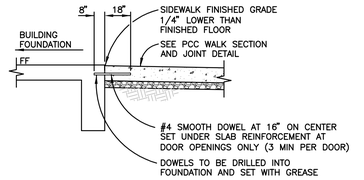


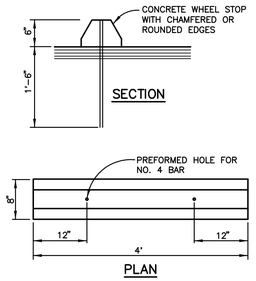
TYPE ⟨1⟩ CURB AND GUTTER

NOT TO SCALE



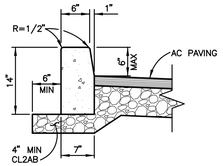
FOUNDATION/SIDEWALK DOWELING AT DOORWAY

NOT TO SCALE



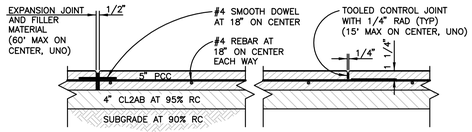
WHEEL STOP

NOT TO SCALE



TYPE ⟨2⟩ STANDARD VERTICAL CURB

NOT TO SCALE

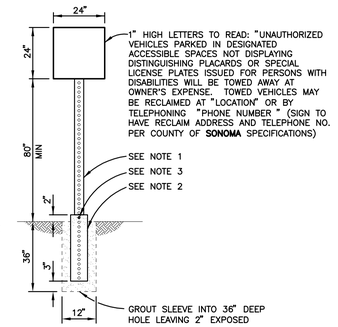


PCC WALK SECTION AND JOINT

NOT TO SCALE

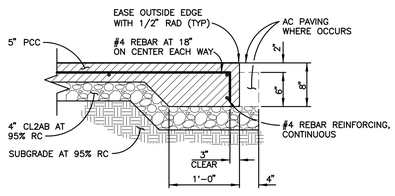
NOTES

1. 1 3/4" SQUARE TELESPAR OR QUICK PUNCH SIGN POST (14-GUAGE GALVANIZED STEEL)
2. 2" SQUARE QUICK PUNCH SIGN POST SLEEVE (12-GUAGE GALVANIZED STEEL)
3. BOLT SIGN POST TO 2" SLEEVE WITH GALVANIZED HARDWARE SUPPLIED FROM POST MANUFACTURE.
4. MOUNT SIGN AT STEVENSON STREET ENTRANCE ON NEW POLE ADJACENT TO EXISTING GATE.



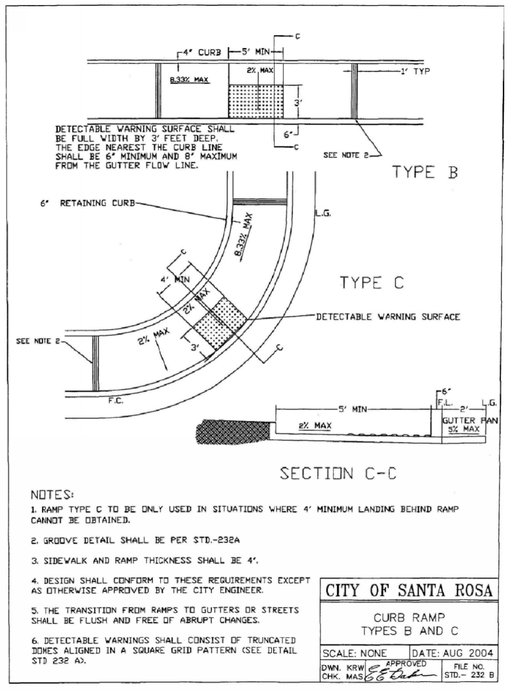
UNAUTHORIZED VEHICLES "TOW AWAY" SIGN

NOT TO SCALE



CONCRETE PAVING EDGE

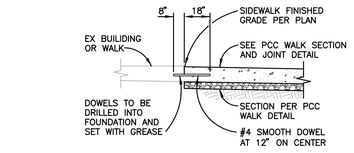
NOT TO SCALE



NOTES:

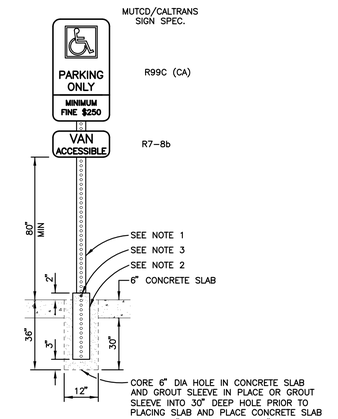
1. RAMP TYPE C TO BE ONLY USED IN SITUATIONS WHERE 4' MINIMUM LANDING BEHIND RAMP CANNOT BE OBTAINED.
2. GROOVE DETAIL SHALL BE PER STD.-238A
3. SIDEWALK AND RAMP THICKNESS SHALL BE 4".
4. DESIGN SHALL CONFORM TO THESE REQUIREMENTS EXCEPT AS OTHERWISE APPROVED BY THE CITY ENGINEER.
5. THE TRANSITION FROM RAMPS TO GUTTERS OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.
6. DETECTABLE WARNINGS SHALL CONSIST OF TRUNCATED DOMES ALIGNED IN A SQUARE GRID PATTERN (SEE DETAIL STD 232 A).

CITY OF SANTA ROSA	
CURB RAMP TYPES B AND C	
SCALE: NONE	DATE: AUG 2004
DWN. KRW CHK. MAS	APPROVED
	FILE NO. STD.- 232 B



FOUNDATION/SIDEWALK DOWELING

NOT TO SCALE



NOTES

1. 1 3/4" SQUARE TELESPAR OR QUICK PUNCH SIGN POST (14-GUAGE GALVANIZED STEEL)
2. 2" SQUARE QUICK PUNCH SIGN POST SLEEVE (12-GUAGE GALVANIZED STEEL)
3. BOLT SIGN POST TO 2" SLEEVE WITH GALVANIZED HARDWARE SUPPLIED FROM POST MANUFACTURE.
4. REUSE EXISTING SIGN POST AS SHOWN ON PLAN.

ACCESSIBLE PARKING SIGN

NOT TO SCALE

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REGISTERED PROFESSIONAL ENGINEER PAUL V. BARTHEL No. 50312 Exp. 3-31-17 CIVIL STATE OF CALIFORNIA

CONSTRUCTION DOCUMENTS

SANTA ROSA VETERANS MEMORIAL ROOFING AND ADA SITE IMPROVEMENTS

1351 MAPLE AVENUE SANTA ROSA, CA 95404

PROJECT NUMBER: 16020/4314.00
DATE: 3/23/2017
DRAWN BY: PIT
CHECKED BY: PB
REVISIONS:

NO.	DESCRIPTION	DATE

DETAILS

C5

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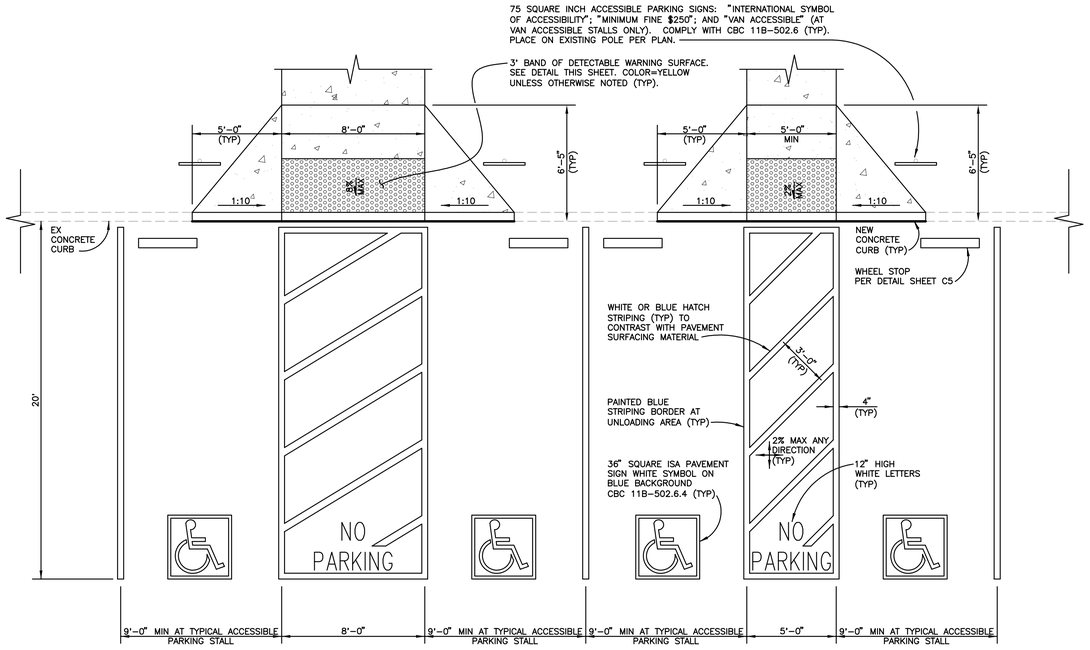
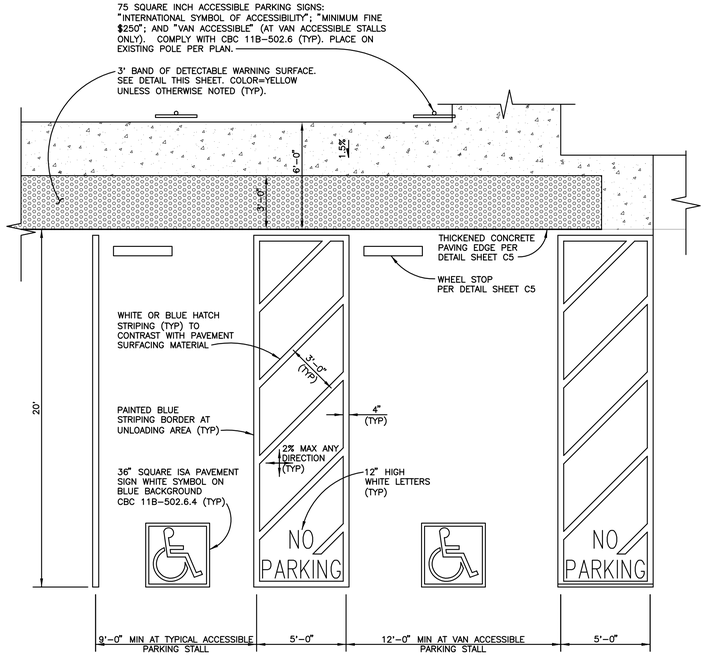
08-10-16 erickson \4314\dwg\4314 00\4314.00 DETAIL.dwg TAB: C5-DETAIL



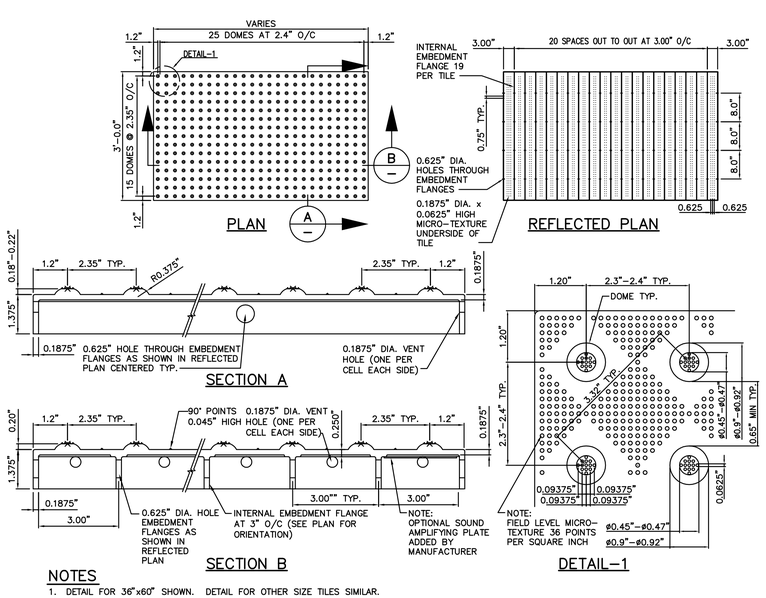
ACCESSIBLE PARKING STALLS – WEST SIDE (PORTION)

SCALE: 1/4"=1'



ACCESSIBLE PARKING STALLS – NORTH SIDE (PORTION)

SCALE: 1/4"=1'

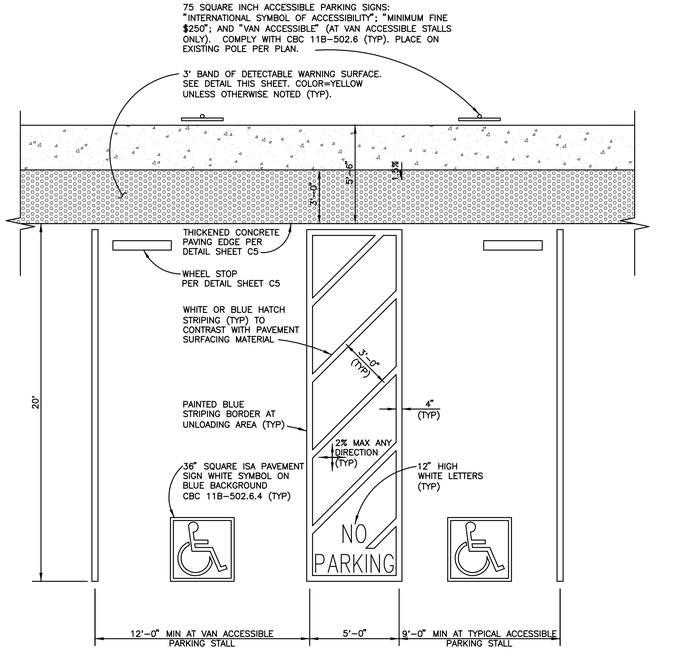


NOTES

1. DETAIL FOR 36"x60" SHOWN. DETAIL FOR OTHER SIZE TILES SIMILAR.
2. TILE COLOR TO BE YELLOW.
3. TILES TO BE PLACED FULL WIDTH OF RAMP, EXCLUDING FLARES, AND A MINIMUM LENGTH OF 3FT IN THE DIRECTION OF TRAVEL.

EMBEDDED DETECTABLE WARNING SURFACE

NOT TO SCALE



ACCESSIBLE PARKING STALLS – EAST SIDE (PORTION)

SCALE: 1/4"=1'

08-10-16 erickson \4314\dwg\4314 00\4314.00 DETAIL.dwg TAB: C6-DETAIL

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CONSTRUCTION DOCUMENTS

SANTA ROSA VETERANS MEMORIAL ROOFING AND ADA SITE IMPROVEMENTS

1351 MAPLE AVENUE SANTA ROSA, CA 95404

PROJECT NUMBER: 16020/4314.00
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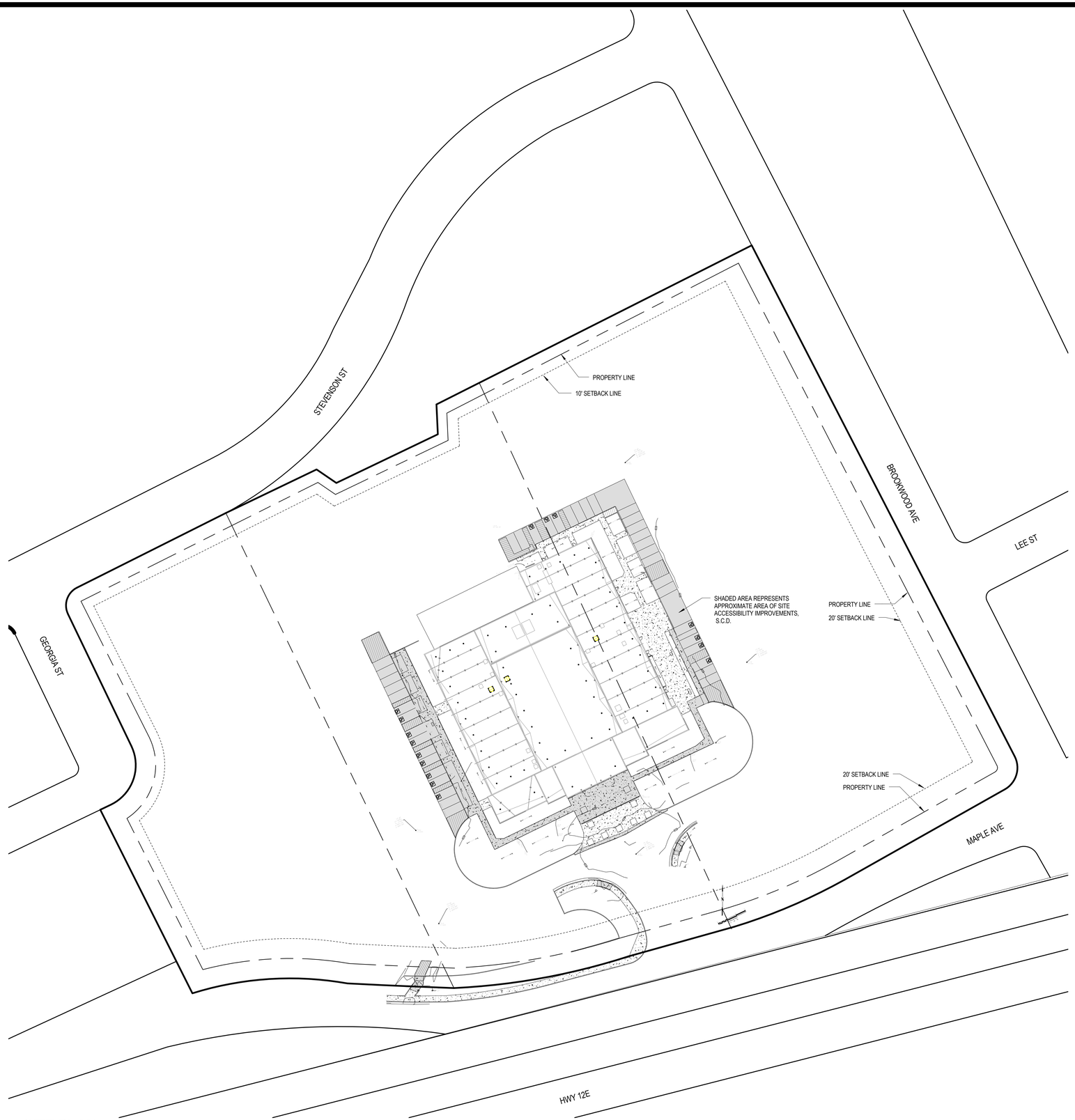
NO.	DESCRIPTION	DATE

DETAILS

C6



1 SITE PLAN
1" = 50'-0"

3/23/2017 3:37:29 PM

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CONSTRUCTION DOCUMENTS

SANTA ROSA VETERANS MEMORIAL BUILDING ROOFING AND ADA SITE IMPROVEMENTS

1351 MAPLE AVE, SANTA ROSA, CA 95404

County of Sonoma Project Number: 6601KK

COUNTY OF SONOMA

PROJECT NUMBER: 16020
DATE: 3/23/2016
DRAWN BY: ND
CHECKED BY: JB
REVISIONS:

NO.	DESCRIPTION	DATE

SITE PLAN

A101

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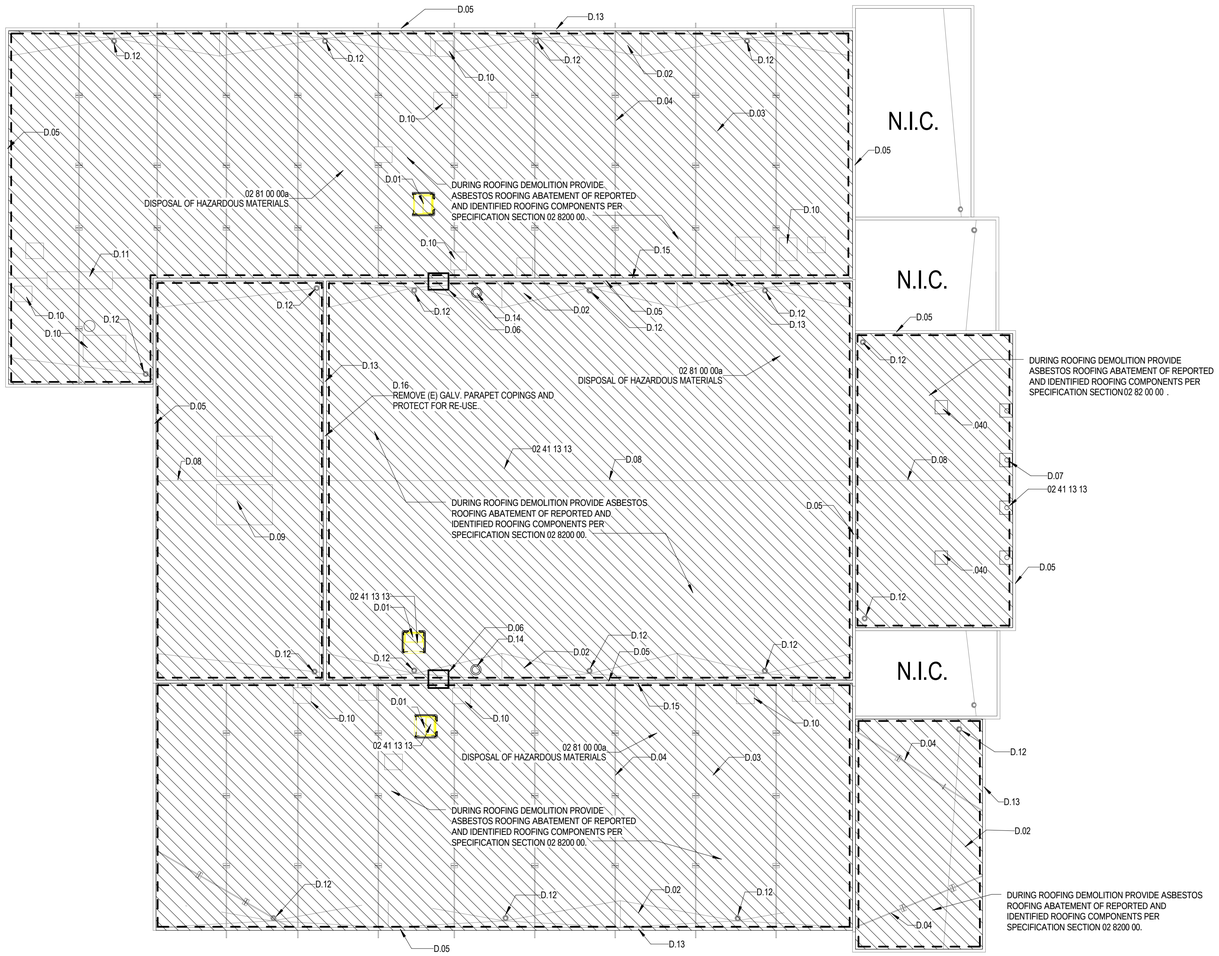

1 ROOF DEMOLITION PLAN

1/16" = 1'-0"

DEMOLITION DRAWING NOTES

D.01	REMOVE (E) ROOF HATCH AND PREPARE FOR (N) ROOF HATCH AND RAILING SYSTEM.
D.02	REMOVE ALL CRICKETS INCLUDING THOSE THAT ARE CONSTRUCTED OF LIGHT WEIGHT CONCRETE. S.S.D.
D.03	REMOVE ALL ROOF INSULATION IF APPLICABLE.
D.04	ALL STRUCTURAL SUPPORT TIE RODS INCLUDING BASE SUPPORTS ARE TO REMAIN IN PLACE DURING THE STRUCTURAL AND ROOFING WORK. PREP FOR (N) PAINT. RE-USE EXISTING BASE SUPPORTS.
D.05	REMOVE ALL METAL COPING AT PARAPETS AND STOCK PILE IN A SAFE PLACE FOR RE-USE AND PAINTING. PROTECT ALL ELECTRICAL CONDUIT AND BOXES WHERE OCCURS AT PARAPETS.
D.06	REMOVE HIGH STEEL LADDERS. PATCH AND REPAIR LOCATIONS WHERE LADDERS WERE ATTACHED TO ROOF AND WALL SURFACES. HAUL AWAY TO THE RECYCLING CENTER.
D.07	REMOVE AND HAUL AWAY TO RECYCLING CENTER FOUR FLAG POLES AND THEIR ASSOCIATED BASES. PREP AREA OF BASES FOR RECEIVING NEW ROOF SYSTEM.
D.08	(E) ROOF RIDGE TO BE MAINTAINED.
D.09	(E) SMOKE HATCHES TO REMAIN. PROTECT DURING DEMOLITION AND PREP FOR (N) PAINT.
D.10	ROOF VENT EQUIPMENT TO REMAIN IN PLACE DURING ROOFING WORK. PREP FOR NEW BASE/CURB FLASHINGS, TYP.
D.11	(E) STRUCTURAL TIE ROD SUPPORT ASSEMBLY SHALL REMAIN IN PLACE DURING STRUCTURAL AND ROOFING WORK.
D.12	REMOVE ROOF DRAIN COVERS AND STORE IN A SAFE LOCATION FOR REPAIR AND RE-USE, TYPICAL.
D.13	(E) PARAPET TO REMAIN. REMOVE ALL ROOFING AND PROVIDE ASBESTOS ABATEMENT AS REQUIRED.
D.14	(E) FLUE TO REMAIN. PROTECT DURING ROOFING DEMOLITION.
D.15	REMOVE COUNTER FLASHINGS , TYP. STOCKPILE IN SECURE PLACE FOR EVENTUAL RE-INSTALL. PROTECT WALL FLASHINGS DURING CONSTRUCTION AND INSTALL OF ROOFING.
D.16	REMOVE (E) GALV. PARAPET COPINGS AND PROTECT FOR RE-USE.

REFERENCE KEYNOTE

02 41 13 13	SELECTIVE DEMOLITION
02 81 00 00a	DISPOSAL OF HAZARDOUS MATERIALS
02 82 00 00	REMOVAL OF FRIABLE ASBESTOS - CONTAINING MATERIALS

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1351 MAPLE AVE, SANTA ROSA, CA 95404

County of Sonoma Project Number: 6601KK

COUNTY OF SONOMA

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DATE: 3/23/2016

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CHECKED BY: JB

REVISIONS:

NO.	DESCRIPTION	DATE

ROOF DEMOLITION PLAN

A102

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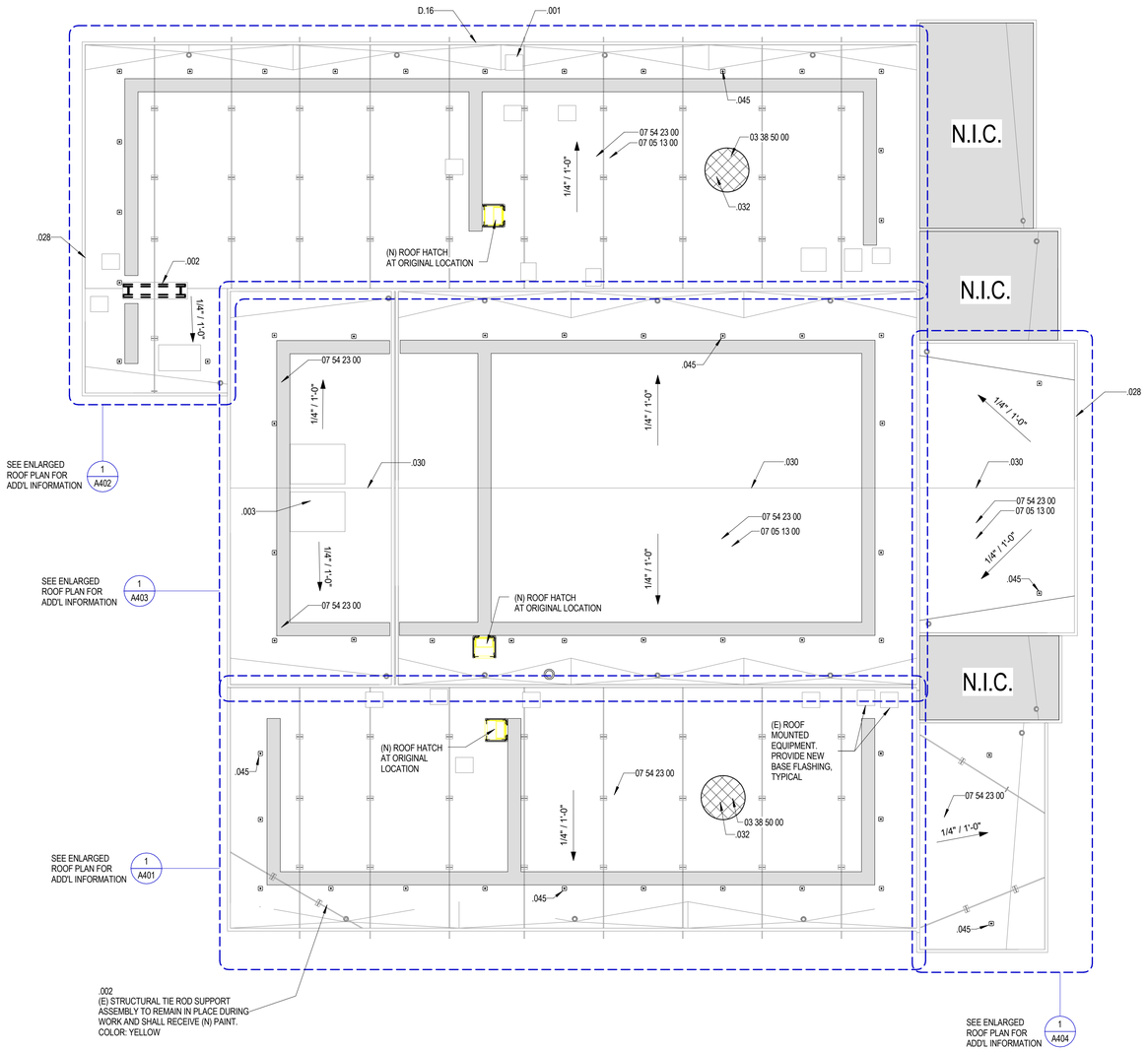

1 OVERALL ROOF PLAN

1/16" = 1'-0"

DRAWING NOTES

.001	(E) ROOF MOUNTED EQUIPMENT TO REMAIN U.O.N. PROVIDE NEW PAINT PER SPEC SECTION 09 91 43 00.
.002	(E) STRUCTURAL TIE ROD SUPPORT ASSEMBLY TO REMAIN IN PLACE DURING WORK AND SHALL RECEIVE (N) PAINT. COLOR: YELLOW
.003	(E) SMOKE HATCH. PREPARE FOR (N) PAINT FINISH. COLOR: WHITE
.028	(E) METAL COPING PREPARED FOR PAINT AND RE-INSTALLED. REPLACE PIECES THAT ARE SEVERELY RUSTED AND DENTED AND BEYOND REPAIR.
.030	(E) RIDGE LINE TO BE MAINTAINED (HIGH POINT OF ROOF)
.032	FIBER-REINFORCED EPOXY STRIPS AT THE (E) CONCRETE ROOF DECK FOR STRUCTURAL DIAPHRAGM REINFORCEMENT, S.S.D.
.045	FALL PROTECTION POSTS WITH TPO BOOT FLASHING, TYP.

REFERENCE KEYNOTE

03 38 50 00	FIBER-REINFORCED EPOXY COMPOSITE MATERIAL
07 05 13 00	MEMBRANE REROOFING PREPERATION
07 54 23 00	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

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CONSTRUCTION DOCUMENTS

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COUNTY OF SONOMA

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NO.	DESCRIPTION	DATE

OVERALL ROOF PLAN

A103

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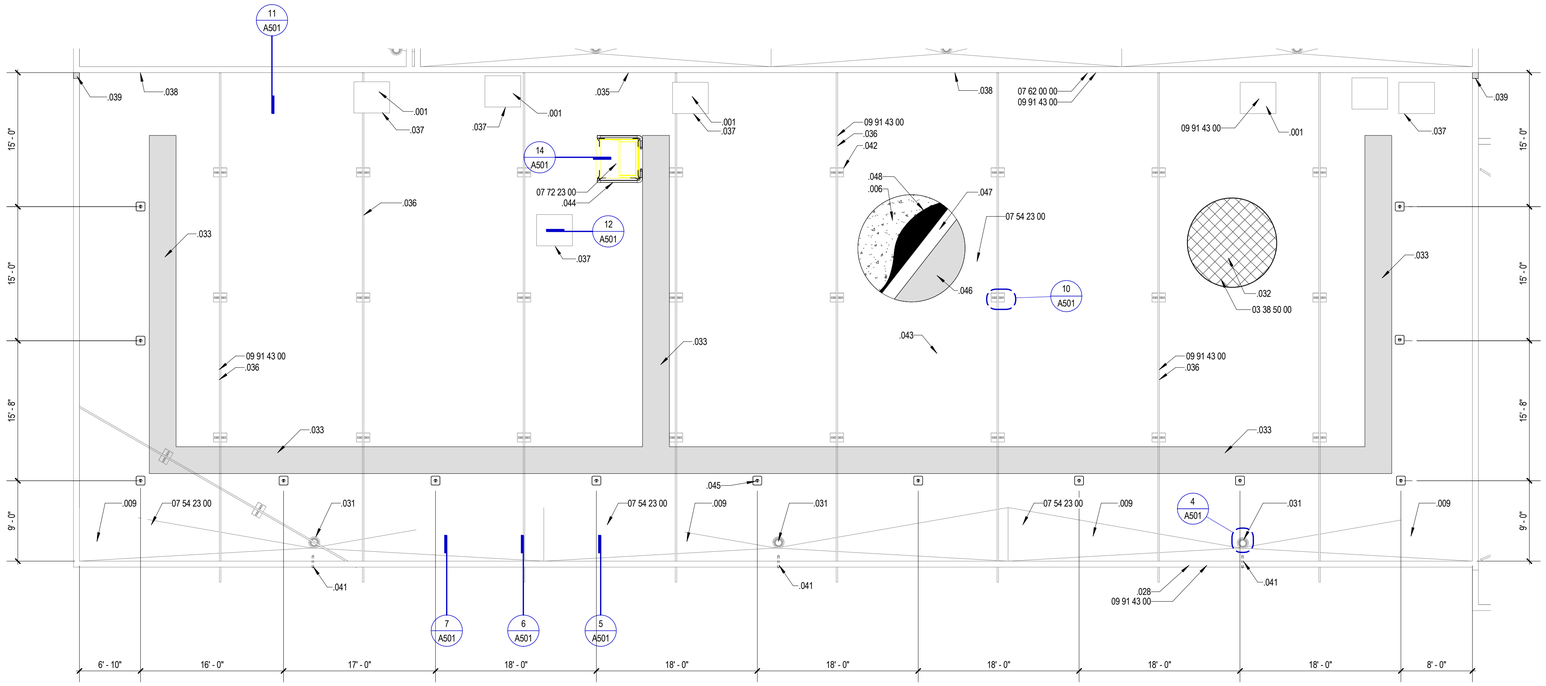
DRAWING NOTES

.001	(E) ROOF MOUNTED EQUIPMENT TO REMAIN U.O.N. PROVIDE NEW PAINT PER SPEC SECTION 09 91 43 00.
.006	(E) CONCRETE DECK
.009	CRICKET OUT OF TAPERED FOAM INSULATION, TYPICAL. MAINTAIN ORIGINAL SLOPE CONFIGURATION TO (E) ROOF DRAIN SYSTEM
.028	(E) METAL COPING PREPARED FOR PAINT AND RE-INSTALLED. REPLACE PIECES THAT ARE SEVERELY RUSTED AND DENTED AND BEYOND REPAIR.
.031	(E) C.I. ROOF DRAIN COVERS SHALL BE RE-USED. PREP FOR POWDER COATED PAINT FINISH AND RE-INSTALL. PAINT COLOR: MATT BLACK
.032	FIBER-REINFORCED EPOXY STRIPS AT THE (E) CONCRETE ROOF DECK FOR STRUCTURAL DIAPHRAGM REINFORCEMENT, S.S.D.
.033	INSTALL (N) 36" WIDE TPO ROOF WALK. SEE SHADED AREAS.
.035	WHERE STL. LADDERS WERE REMOVED DURING DEMOLITION, PROVIDE CONC. AND STUCCO PATCH. PROVIDE PAINT AT (E) CONCRETE WALL. PAINT TO MATCH (E) WALL PAINT COLOR.
.036	(E) STL.TIE RODS AND ASSOCIATED SUPPORT BASES, TYPICAL. PROVIDE STRUCTURAL AND ROOF WORK WITH THESE IN PLACE.
.037	PROVIDE NEW TPO BASE FLASHINGS AND TERM BARS PER MANUFACTURER'S RECOMMENDATIONS AT ALL ROOF MOUNTED EQUIPMENT CURBS.
.038	WALL FLASHING AND COUNTER FLASHING SHALL BE RE-USED. WHERE SECTIONS ARE TOO DEFORMED, BENT PROVIDE (N) SECTIONS. PROVIDE (N) PAINT. COLOR TO MATCH PARAPET COPING PAINT COLOR.
.039	PROVIDE PARAPET TO WALL SADDLE FLASHING. REMOVE (E) STUCCO TO ACCOMMODATE FLASHING AND PROVIDE STUCCO PATCH. WHERE FLASHING LAYS AGAINST WALL, PAINT TO MATCH WALL COLOR
.041	SCUPPER DETAIL: MAINTAIN AND RE-USE (E) OVERFLOW DRAIN OPENING AND MAKE SCUPPER WATERTIGHT PER DETAIL 1 SHEET A502.
.042	AT TIE ROD BASE SUPPORTS, RIGID INSULATION IS CONFORMED TO FIT BASES FOR FLUSH INSTALLATION OF COVER BOARD AND ROOF MEMBRANE, TYPICAL. SEE DETAIL 10/A501.
.043	CONTRACTOR TO VERIFY AND CONFIRM ALL VERTICAL PIPE AND VENT PENETRATIONS AT ALL ROOF SECTIONS AND PROVIDE AND INSTALL RECOMMENDED TPO MEMBRANE FLASHINGS FOR A WATERTIGHT SYSTEM.
.044	PROVIDE A FULLY FUNCTIONING WITH SAFETY FEATURES (N) ROOF HATCH AND SAFETY RAILING WHERE INDICATED, TYPCIAL.
.045	FALL PROTECTION POSTS WITH TPO BOOT FLASHING, TYP. FOR ATTACHMENT OF FALL PROTECTION POSTS/ROOF ANCHORS SEE SECTION 07 72 23 00, SECTION F.- FALL PROTECTION.
.046	COVER BOARD
.047	INSULATION BOARD
.048	VAPOR RETARDER

REFERENCE KEYNOTE

03 38 50 00	FIBER-REINFORCED EPOXY COMPOSITE MATERIAL
07 54 23 00	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING
07 62 00 00	SHEET METAL FLASHING AND TRIM
07 72 23 00	ROOF ACCESSORIES
09 91 43 00	HIGH-PERFORMANCE COATINGS



1 ENLARGED ROOF PLAN - LOWER WEST SECTION
1/8" = 1'-0"

3/23/2017 3:40:38 PM

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CONSTRUCTION DOCUMENTS

SANTA ROSA VETERANS MEMORIAL BUILDING ROOFING AND ADA SITE IMPROVEMENTS

1351 MAPLE AVE, SANTA ROSA, CA 95404

County of Sonoma Project Number: 6601KK

COUNTY OF SONOMA

PROJECT NUMBER: 16020
DATE: 3/23/2016
DRAWN BY: ND
CHECKED BY: JB
REVISIONS:

NO.	DESCRIPTION	DATE

ENLARGED ROOF PLAN

A401

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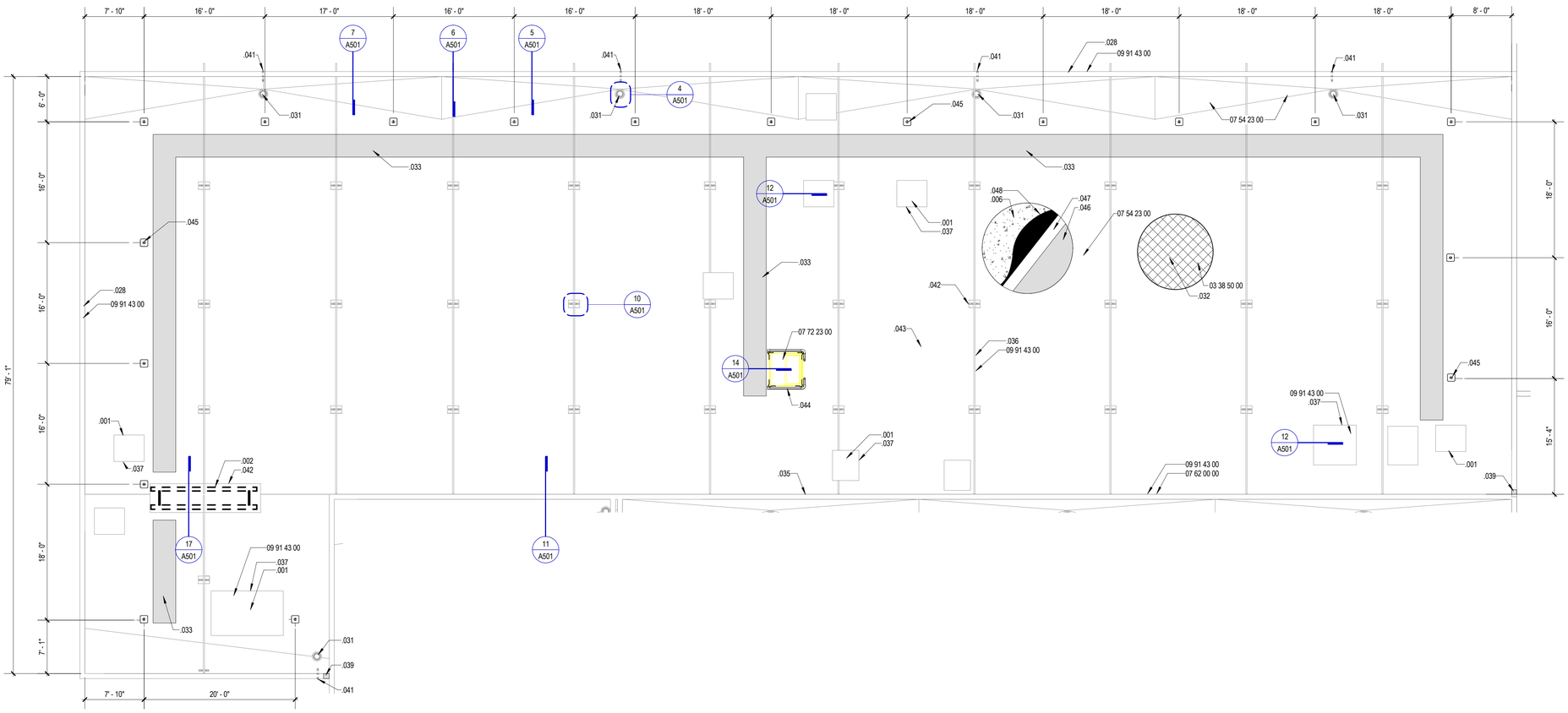
DRAWING NOTES

.001	(E) ROOF MOUNTED EQUIPMENT TO REMAIN U.O.N. PROVIDE NEW PAINT PER SPEC SECTION 09 91 43 00.
.002	(E) STRUCTURAL TIE ROD SUPPORT ASSEMBLY TO REMAIN IN PLACE DURING WORK AND SHALL RECEIVE (N) PAINT. COLOR: YELLOW
.006	(E) CONCRETE DECK
.009	CRICKET OUT OF TAPERED FOAM INSULATION, TYPICAL. MAINTAIN ORIGINAL SLOPE CONFIGURATION TO (E) ROOF DRAIN SYSTEM
.028	(E) METAL COPING PREPARED FOR PAINT AND RE-INSTALLED. REPLACE PIECES THAT ARE SEVERELY RUSTED AND DENTED AND BEYOND REPAIR.
.031	(E) C.I. ROOF DRAIN COVERS SHALL BE RE-USED. PREP FOR POWDER COATED PAINT FINISH AND RE-INSTALL. PAINT COLOR: MATT BLACK
.032	FIBER-REINFORCED EPOXY STRIPS AT THE (E) CONCRETE ROOF DECK FOR STRUCTURAL DIAPHRAGM REINFORCEMENT, S.S.D.
.033	INSTALL (N) 36" WIDE TPO ROOF WALK. SEE SHADED AREAS.
.035	WHERE STL. LADDERS WERE REMOVED DURING DEMOLITION, PROVIDE CONC. AND STUCCO PATCH. PROVIDE PAINT AT (E) CONCRETE WALL. PAINT TO MATCH (E) WALL PAINT COLOR.
.036	(E) STL.TIE RODS AND ASSOCIATED SUPPORT BASES, TYPICAL. PROVIDE STRUCTURAL AND ROOF WORK WITH THESE IN PLACE.
.037	PROVIDE NEW TPO BASE FLASHINGS AND TERM BARS PER MANUFACTURER'S RECOMMENDATIONS AT ALL ROOF MOUNTED EQUIPMENT CURBS.
.039	PROVIDE PARAPET TO WALL SADDLE FLASHING. REMOVE (E) STUCCO TO ACCOMMODATE FLASHING AND PROVIDE STUCCO PATCH. WHERE FLASHING LAYS AGAINST WALL, PAINT TO MATCH WALL COLOR .
.041	SCUPPER DETAIL: MAINTAIN AND RE-USE (E) OVERFLOW DRAIN OPENING AND MAKE SCUPPER WATERTIGHT PER DETAIL 1 SHEET A502.
.042	AT TIE ROD BASE SUPPORTS, RIGID INSULATION IS CONFORMED TO FIT BASES FOR FLUSH INSTALLATION OF COVER BOARD AND ROOF MEMBRANE, TYPICAL. SEE DETAILS 10/A501 AND 17/A501.
.043	CONTRACTOR TO VERIFY AND CONFIRM ALL VERTICAL PIPE AND VENT PENETRATIONS AT ALL ROOF SECTIONS AND PROVIDE AND INSTALL RECOMMENDED TPO MEMBRANE FLASHINGS FOR A WATERTIGHT SYSTEM.
.044	PROVIDE A FULLY FUNCTIONING WITH SAFETY FEATURES (N) ROOF HATCH AND SAFETY RAILING WHERE INDICATED, TYPCIAL.
.045	FALL PROTECTION POSTS WITH TPO BOOT FLASHING, TYP. FOR ATTACHMENT OF FALL PROTECTION POSTS/ROOF ANCHORS SEE SECTION 07 72 23 00, SECTION F.- FALL PROTECTION.
.046	COVER BOARD
.047	INSULATION BOARD
.048	VAPOR RETARDER

REFERENCE KEYNOTE

03 38 50 00	FIBER-REINFORCED EPOXY COMPOSITE MATERIAL
07 54 23 00	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING
07 62 00 00	SHEET METAL FLASHING AND TRIM
07 72 23 00	ROOF ACCESSORIES
09 91 43 00	HIGH-PERFORMANCE COATINGS



1 ENLARGED ROOF PLAN - LOWER EAST SECTION

1/8" = 1'-0"

3/23/2017 3:42:16 PM

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CONSTRUCTION DOCUMENTS

SANTA ROSA VETERANS MEMORIAL BUILDING ROOFING AND ADA SITE IMPROVEMENTS

1351 MAPLE AVE, SANTA ROSA, CA 95404

County of Sonoma Project Number: 6601KK

COUNTY OF SONOMA

PROJECT NUMBER: 16020

DATE: 3/23/2016

DRAWN BY: ND

CHECKED BY: JB

REVISIONS:

NO.	DESCRIPTION	DATE

ENLARGED ROOF PLAN

A402

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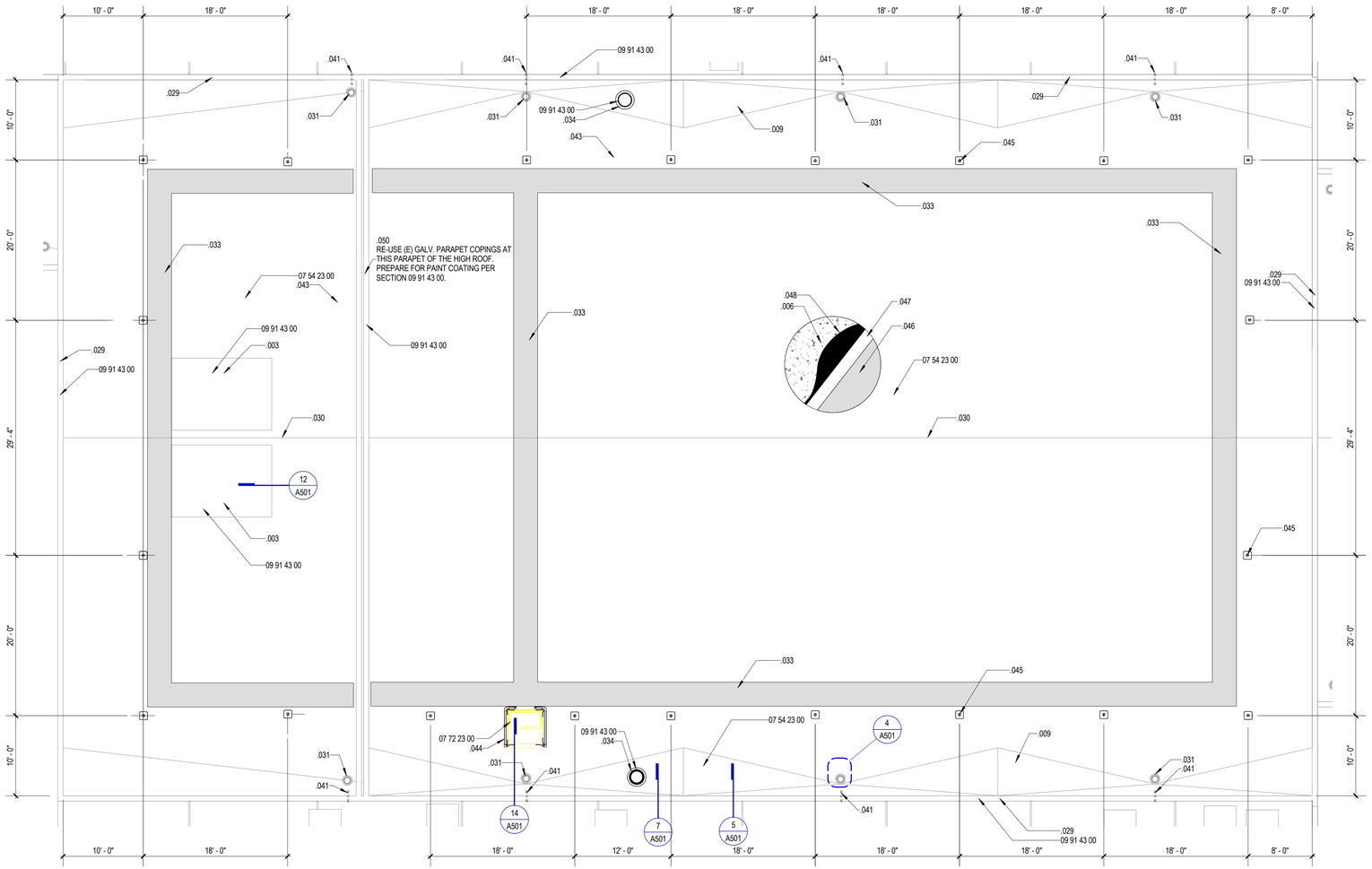
DRAWING NOTES

.003	(E) SMOKE HATCH. PREPARE FOR (N) PAINT FINISH. COLOR: WHITE
.006	(E) CONCRETE DECK
.009	CRICKET OUT OF TAPERED FOAM INSULATION, TYPICAL. MAINTAIN ORIGINAL SLOPE CONFIGURATION TO (E) ROOF DRAIN SYSTEM
.029	AT UPPER ROOF SECTION PROVIDE (N) GALV. METAL COPING, TYP. PAINT TO MATCH PARAPET COPING AT LOWER ROOF AREAS.
.030	(E) RIDGE LINE TO BE MAINTAINED (HIGH POINT OF ROOF)
.031	(E) C.I. ROOF DRAIN COVERS SHALL BE RE-USED. PREP FOR POWDER COATED PAINT FINISH AND RE-INSTALL. PAINT COLOR: MATT BLACK
.033	INSTALL (N) 36" WIDE TPO ROOF WALK. SEE SHADED AREAS.
.034	PROVIDE FLASHING AT EXISTING FLUE PER MANUFACTURER'S RECOMMENDED DETAIL FOR FLASHING AT FLUES. PAINT ALL FLUES WHITE.
.041	SCUPPER DETAIL: MAINTAIN AND RE-USE (E) OVERFLOW DRAIN OPENING AND MAKE SCUPPER WATERTIGHT PER DETAIL 1 SHEET A502.
.043	CONTRACTOR TO VERIFY AND CONFIRM ALL VERTICAL PIPE AND VENT PENETRATIONS AT ALL ROOF SECTIONS AND PROVIDE AND INSTALL RECOMMENDED TPO MEMBRANE FLASHINGS FOR A WATERTIGHT SYSTEM.
.044	PROVIDE A FULLY FUNCTIONING WITH SAFETY FEATURES (N) ROOF HATCH AND SAFETY RAILING WHERE INDICATED, TYPCIAL.
.045	FALL PROTECTION POSTS WITH TPO BOOT FLASHING, TYP. FOR ATTACHMENT OF FALL PROTECTION POSTS/ROOF ANCHORS SEE SECTION 07 72 23 00, SECTION F.- FALL PROTECTION.
.046	COVER BOARD
.047	INSULATION BOARD
.048	VAPOR RETARDER
.050	RE-USE (E) GALV. PARAPET COPINGS AT THIS PARAPET OF THE HIGH ROOF. PREPARE FOR PAINT COATING PER SECTION 09 91 43 00.

REFERENCE KEYNOTE

07 54 23 00	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING
07 72 23 00	ROOF ACCESSORIES
09 91 43 00	HIGH-PERFORMANCE COATINGS



1 ENLARGED ROOF PLAN - HIGH ROOF SECTION

1/8" = 1'-0"

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COUNTY OF SONOMA

PROJECT NUMBER: 16020

DATE: 3/23/2016

DRAWN BY: ND

CHECKED BY: JB

REVISIONS:

NO.	DESCRIPTION	DATE

ENLARGED ROOF PLAN

A403

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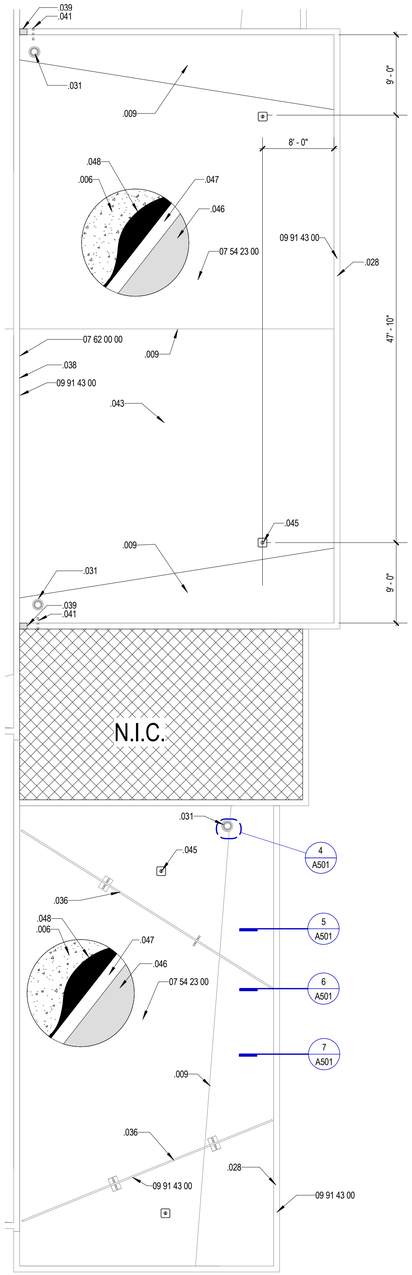

1 ENLARGED ROOF PLAN - SOUTH SECTIONS
1/8" = 1'-0"

DRAWING NOTES

.006	(E) CONCRETE DECK
.009	CRICKET OUT OF TAPERED FOAM INSULATION, TYPICAL. MAINTAIN ORIGINAL SLOPE CONFIGURATION TO (E) ROOF DRAIN SYSTEM
.028	(E) METAL COPING PREPARED FOR PAINT AND RE-INSTALLED. REPLACE PIECES THAT ARE SEVERELY RUSTED AND DENTED AND BEYOND REPAIR.
.031	(E) C.I. ROOF DRAIN COVERS SHALL BE RE-USED. PREP FOR POWDER COATED PAINT FINISH AND RE-INSTALL. PAINT COLOR: MATT BLACK
.036	(E) STL.TIE RODS AND ASSOCIATED SUPPORT BASES, TYPICAL. PROVIDE STRUCTURAL AND ROOF WORK WITH THESE IN PLACE.
.038	WALL FLASHING AND COUNTER FLASHING SHALL BE RE-USED. WHERE SECTIONS ARE TOO DEFORMED, BENT PROVIDE (N) SECTIONS. PROVIDE (N) PAINT. COLOR TO MATCH PARAPET COPING PAINT COLOR.
.039	PROVIDE PARAPET TO WALL SADDLE FLASHING. REMOVE (E) STUCCO TO ACCOMMODATE FLASHING AND PROVIDE STUCCO PATCH. WHERE FLASHING LAYS AGAINST WALL, PAINT TO MATCH WALL COLOR .
.041	SCUPPER DETAIL: MAINTAIN AND RE-USE (E) OVERFLOW DRAIN OPENING AND MAKE SCUPPER WATERTIGHT PER DETAIL 1 SHEET A502.
.043	CONTRACTOR TO VERIFY AND CONFIRM ALL VERTICAL PIPE AND VENT PENETRATIONS AT ALL ROOF SECTIONS AND PROVIDE AND INSTALL RECOMMENDED TPO MEMBRANE FLASHINGS FOR A WATERTIGHT SYSTEM.
.045	FALL PROTECTION POSTS WITH TPO BOOT FLASHING, TYP. FOR ATTACHMENT OF FALL PROTECTION POSTS/ROOF ANCHORS SEE SECTION 07 72 23 00, SECTION F.- FALL PROTECTION.
.046	COVER BOARD
.047	INSULATION BOARD
.048	VAPOR RETARDER

REFERENCE KEYNOTE

07 54 23 00	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING
07 62 00 00	SHEET METAL FLASHING AND TRIM
09 91 43 00	HIGH-PERFORMANCE COATINGS

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CONSTRUCTION DOCUMENTS

SANTA ROSA VETERANS MEMORIAL BUILDING ROOFING AND ADA SITE IMPROVEMENTS

1351 MAPLE AVE, SANTA ROSA, CA 95404

County of Sonoma Project Number: 6601KK

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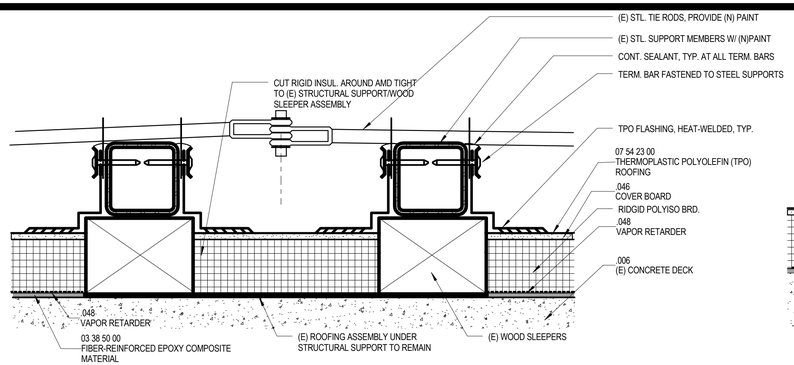
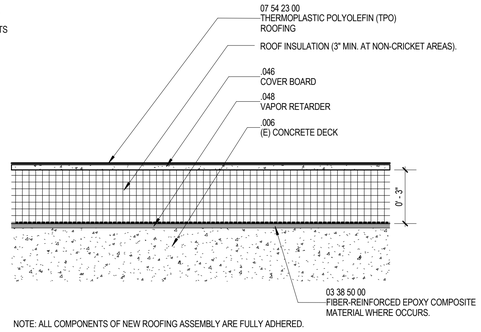
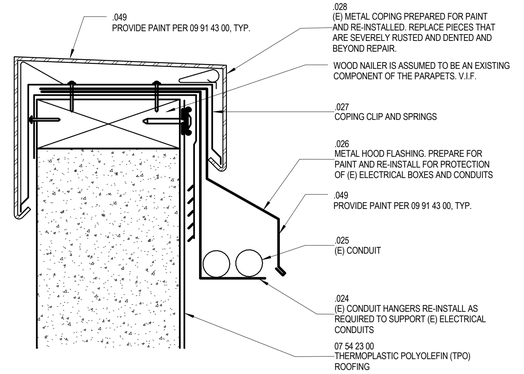
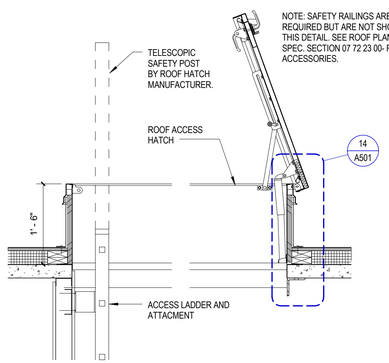


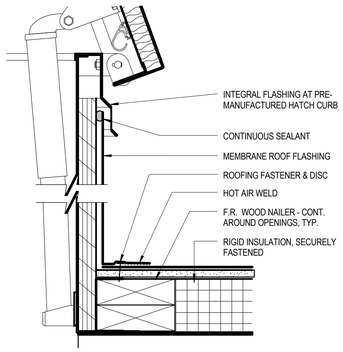


NOTE: ALL COMPONENTS OF NEW ROOFING ASSEMBLY ARE FULLY ADHERED.

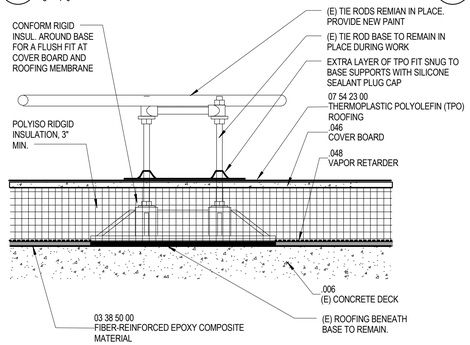


17 TPO AT WOOD SLEEPER/ TIE ROD SUPPORT
3" = 1'-0"

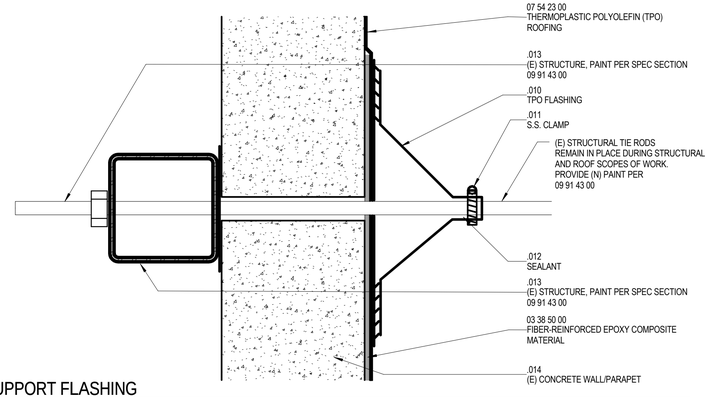




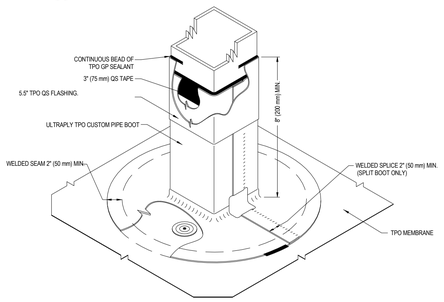
9 ROOF ASSEMBLY
3" = 1'-0"



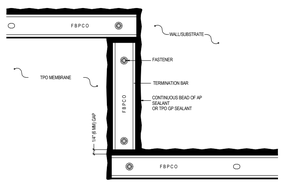
5 TOP PARAPET COPING
3" = 1'-0"



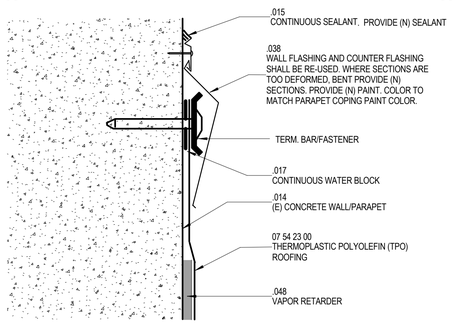
18 ROOF HATCH
3/4" = 1'-0"



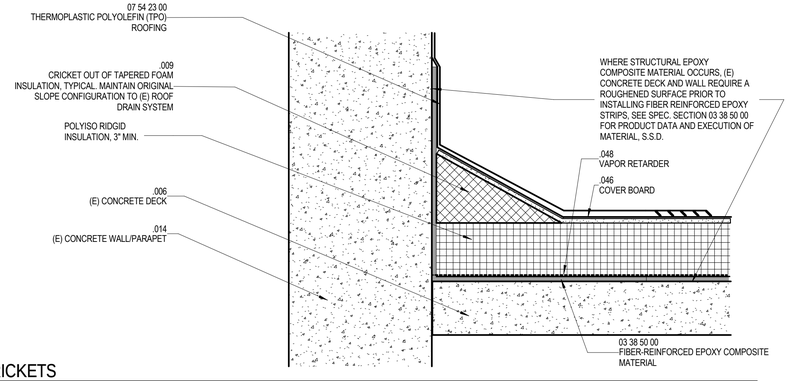
14 ROOFING @ ROOF ACCESS
3" = 1'-0"



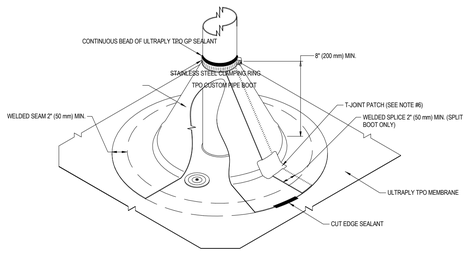
10 TPO DETAIL (E) STRUC. TIE ROD SUPPORT
3" = 1'-0"



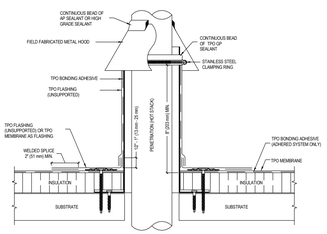
6 STRUCTURAL SUPPORT FLASHING
3" = 1'-0"



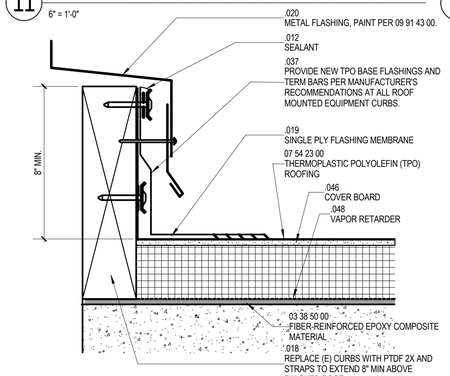
19 TPO SQUARE PENETRATION
1" = 1'-0"



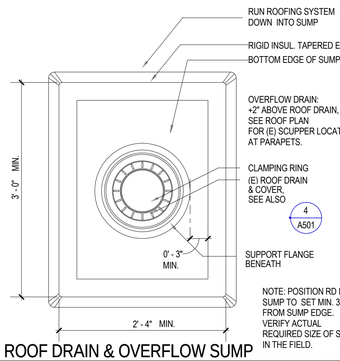
15 TPO TURNBAR ELEVATION CHANGE
3" = 1'-0"



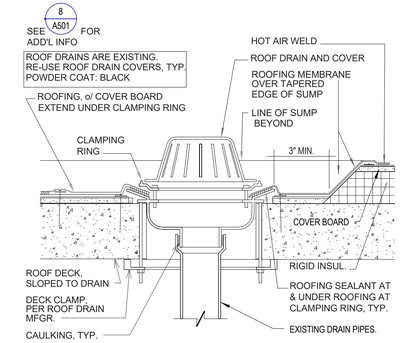
11 TPO AT WALL FLASHING/COUNTERFLASHING
6" = 1'-0"



7 TPO CRICKETS
3" = 1'-0"



4 ROOF DRAIN @ SUMP
1 1\2" = 1'-0"



20 TPO ROUND PENETRATION
1" = 1'-0"

16 TPO DETAIL HOT STACK PENETRATION
3" = 1'-0"

12 ROOF FAN/VENT CURB
3" = 1'-0"

8 ROOF DRAIN & OVERFLOW SUMP
1" = 1'-0"

07-06 05075.01

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DETAILS
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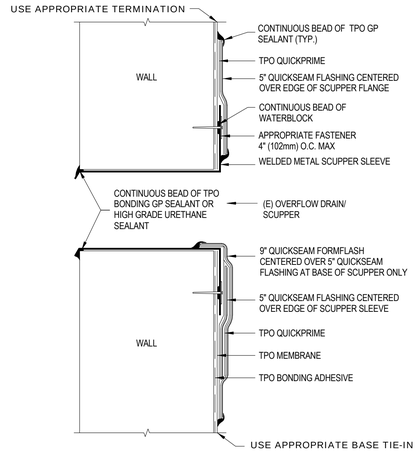
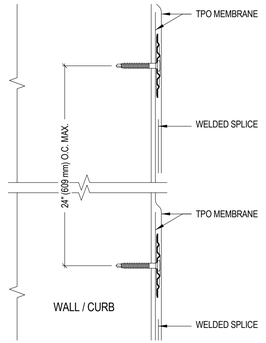


1 SCUPPER DETAIL
6" = 1'-0"



2 TPO INTERMEDIATE FLASHING
6" = 1'-0"

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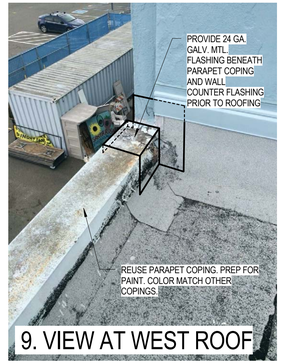
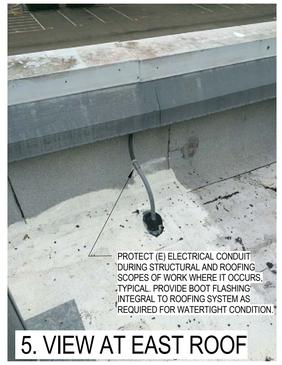
21. VENT UNIT EAST ROOF

17. VENT UNIT AT WALL

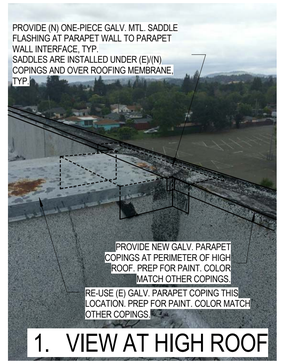
13. VIEW AT WEST ROOF



9. VIEW AT WEST ROOF

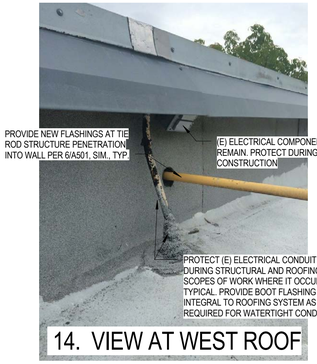


5. VIEW AT EAST ROOF

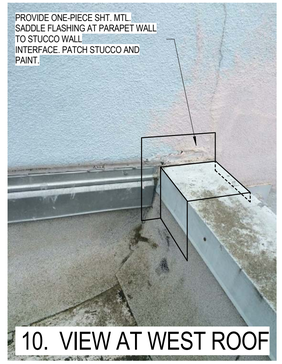


1. VIEW AT HIGH ROOF

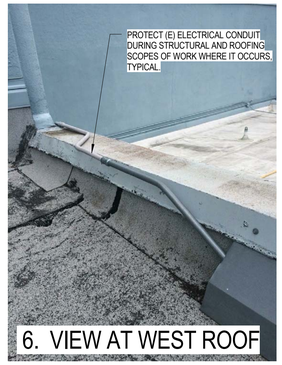
18. TIE ROD AT PARAPET



14. VIEW AT WEST ROOF



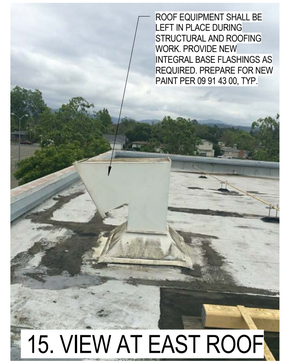
10. VIEW AT WEST ROOF



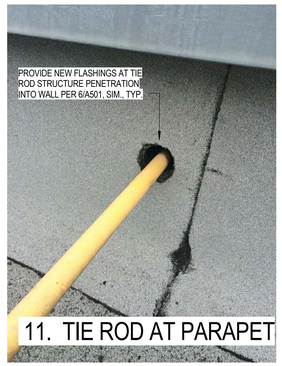
6. VIEW AT WEST ROOF

2. VIEW AT LOW ROOF

19. VIEW AT EAST ROOF



15. VIEW AT EAST ROOF



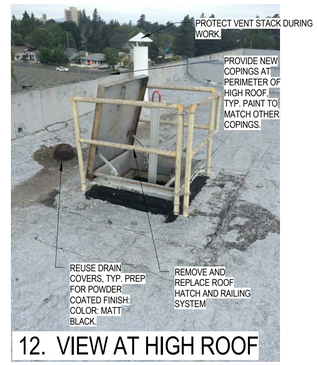
11. TIE ROD AT PARAPET

7. VIEW AT EAST ROOF

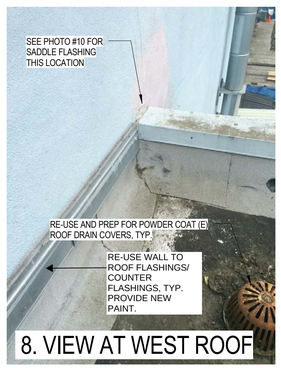
3. VIEW AT EAST ROOF

20. VIEW AT EAST ROOF

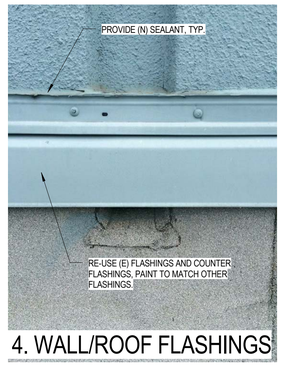
16. TIE ROD BASE SUPPORT



12. VIEW AT HIGH ROOF



8. VIEW AT WEST ROOF



4. WALL/ROOF FLASHINGS

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PHOTOS

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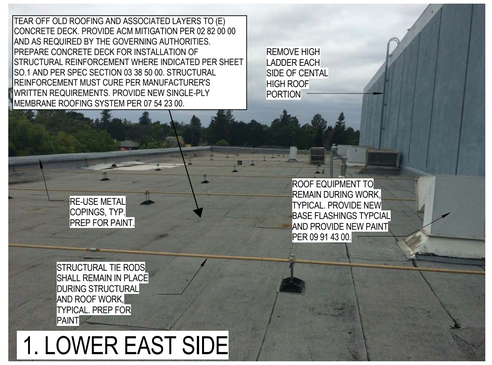

1. LOWER EAST SIDE

2. VIEW OF SMOKE HATCHES

3. VIEW OF SOUTHWEST SECTION OF ROOF

4. VIEW OF STRUCTURAL SUPPORT ASSEMBLY

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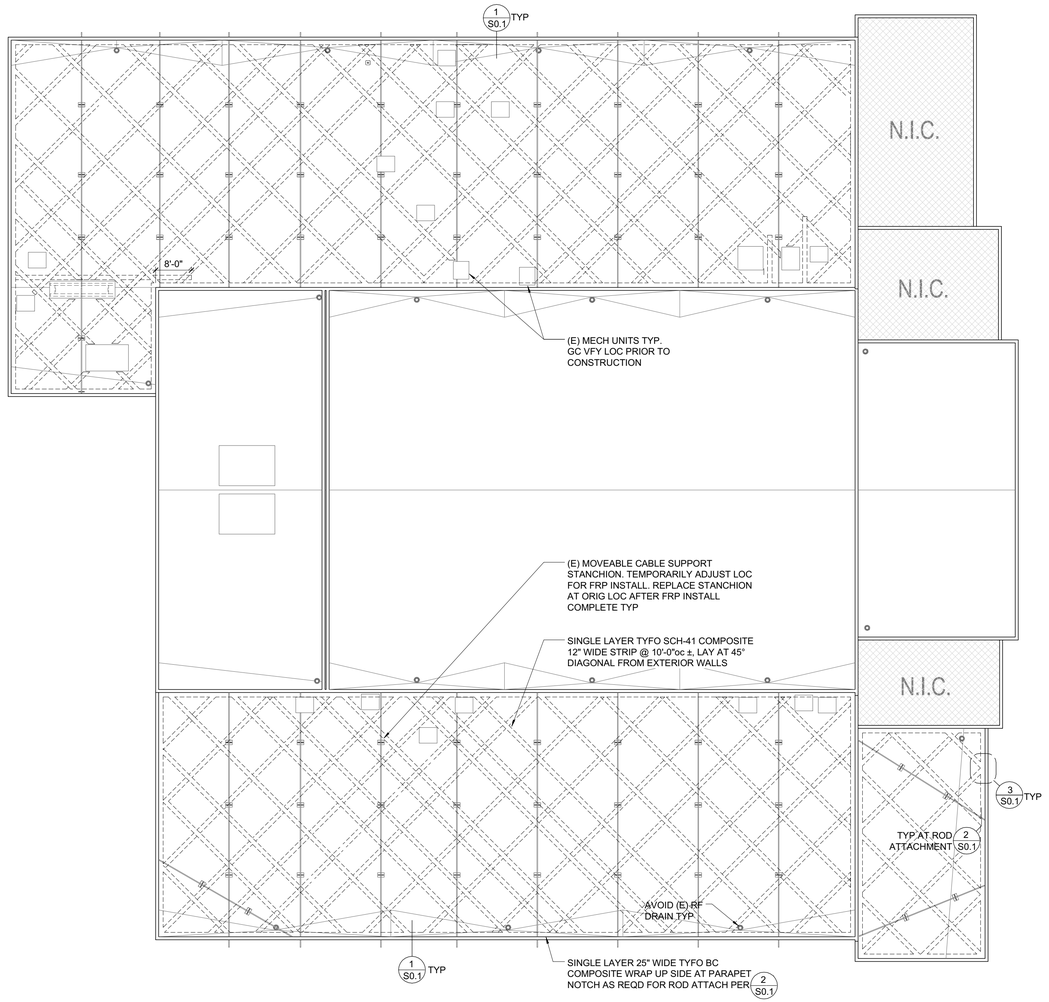
FRAMING PLAN NOTES:

1. REFER TO SHEET **S0.1** FOR STANDARD NOTES.
2. COORDINATE ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO CONSTRUCTION. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES.
3. PROVIDE DIAG STRIPS AT APPROXIMATELY 10'-0"oc AND ADDITIONAL STRIPS AS NOTED ON PLAN. ADJUST LAYOUT AS REQD TO AVOID (E) ROOF HVAC UNITS AND ACCESS HATCHES. MAX STRIP SPACING = 13'-0"oc. MAINTAIN 20'-0" MAX SPACING BETWEEN ALTERNATE STRIPS. HEAD OUT AROUND UNITS PER PLAN WHERE MAX STRIP SPACING DOES NOT AVOID (E) UNITS.

LEGEND:

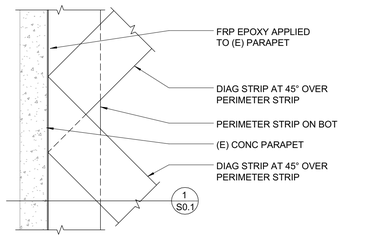
——— INDICATES (E) CONCRETE WALL

MU INDICATES APPROXIMATE LOCATION AND SIZE OF (E) MECHANICAL UNITS. COORDINATE LOCATION OF FRP WITH HVAC SYSTEM.



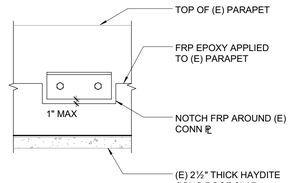
ROOF PLAN

1/16" = 1'-0"



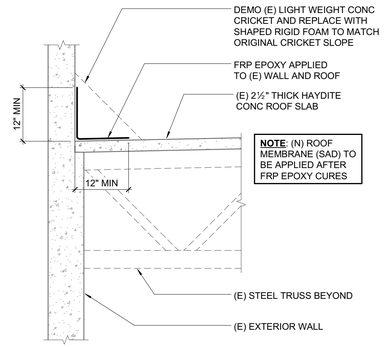
3 TYPICAL FRP LAP AT PARAPET

3/4" = 1'-0"



2 FRP NOTCH AT (E) CONN PLATE

3/4" = 1'-0"



1 TYPICAL COMPOSITE WRAP AT EXTERIOR WALL

3/4" = 1'-0"

A DESIGN CRITERIA

DESIGN CRITERIA:	2013 CALIFORNIA CODE OF REGULATIONS, TITLE 24, PART 2 (CBC)
ROOF LIVE LOAD:	20 PSF (REDUCIBLE)
RISK CATEGORY:	III
WIND DATA:	ULTIMATE WIND SPEED (3 SEC GUST) IN MPH: 110 WIND EXPOSURE: C INTERNAL WIND PRESSURE COEFFICIENT (GCPI) = ±0.18 COMPONENTS AND CLADDING DESIGN PRESSURES FOR SYSTEMS DESIGNED BY OTHERS SHALL COMPLY WITH THE "ASCE 7" DESIGN STANDARD
EARTHQUAKE DATA:	SEISMIC IMPORTANCE FACTOR, I_E: 1.0 MAPPED SPECTRAL RESPONSE ACCELERATIONS: S_S = 2.4; S_1 = 1.0 SITE CLASS: D SPECTRAL RESPONSE COEFFICIENTS: S_{DS} = 1.6; S_{D1} = 1.0 SEISMIC DESIGN CATEGORY: E SEISMIC FORCE RESISTING SYSTEM(S): ORDINARY CONCRETE SHEAR WALLS RESPONSE MODIFICATION FACTOR(S): R = 4 UNIFORM SLAB HORIZONTAL DESIGN FORCE : 0.80klf SEISMIC RESPONSE COEFFICIENT(S), C_S = 0.313 ANALYSIS PROCEDURE USED: EQUIVALENT LATERAL FORCE

B GENERAL NOTES

1. REFER TO SPEC SECTION 03 38 50 00- FIBER REINFORCED EPOXY COMPOSITE MATERIALS FOR STRUCTURAL REINFORCEMENT OF THE EXISTING ROOF DECK.
2. BUILDING DIMENSIONS SHOWN ARE FOR GENERAL REFERENCE ONLY. SEE ARCHITECTURAL DRAWINGS (SAD) FOR ALL ACTUAL BUILDING DIMENSIONS. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER SO CLARIFICATION CAN BE MADE PRIOR TO COMMENCING WORK. ALL DIMENSIONS RELATED TO EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR AND ANY DISCREPANCIES SHALL BE SUBMITTED IN WRITING TO THE ARCHITECT/ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION.
3. STRUCTURAL DRAWINGS SHALL NOT BE SCALED. ALL DIMENSIONS AND FIT SHALL BE DETERMINED AND VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCING WORK.
4. DETAILS NOT FULLY OR SPECIFICALLY SHOWN SHALL BE OF SAME NATURE AS OTHER SIMILAR CONDITIONS.
5. COORDINATION OF MECHANICAL, ELECTRICAL, PLUMBING, AND SITE UTILITY SYSTEMS WITH THE STRUCTURAL SYSTEM IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. AT CONDITIONS WHERE FIELD MODIFICATIONS OF MECHANICAL, ELECTRICAL, PLUMBING, OR SITE UTILITIES AFFECT STRUCTURAL SYSTEMS, NOTIFY STRUCTURAL ENGINEER PRIOR TO INSTALLATION.
6. SHORING AND BRACING DESIGN, MATERIALS AND INSTALLATION SHALL BE PROVIDED BY THE GENERAL CONTRACTOR, AND SHALL BE ADEQUATE FOR ALL LOADS. LEAVE IN PLACE AS LONG AS MAY BE REQUIRED FOR SAFETY AND UNTIL FINAL STRUCTURAL CONSTRUCTION IS COMPLETED.
7. SPECIAL INSPECTIONS ARE REQUIRED PER **C/S0.1** AND THE TESTING AND INSPECTION FORM.
8. STRUCTURAL OBSERVATION PER CBC SECTION 1704.5 IS NOT REQUIRED.

C SPECIAL INSPEC BY OWNERS TESTING AGENCY

SPECIAL INSPECTIONS AND TESTING SHALL BE PERFORMED BY AN APPROVED AGENCY IN ACCORDANCE WITH CBC CHAPTER 17 AND THE STATEMENT OF SPECIAL INSPECTIONS AS REQUIRED BY CBC SECTIONS 1704.2.3 AND 1704.3 FOR BUILDING STRUCTURAL ELEMENTS SUMMARIZED AS FOLLOWS:

1. **SPECIAL CASES** PER CBC SECTION 1705.1.1 AND PRODUCT ICC REPORTS FOR ALL STRUCTURAL MATERIALS AND SYSTEMS REQUIRED TO BE INSTALLED IN ACCORDANCE WITH ADDITIONAL MANUFACTURER'S INSTRUCTIONS THAT PRESCRIBE REQUIREMENTS NOT CONTAINED IN THE CBC OR REFERENCED STANDARDS. FRP SYSTEMS SHALL BE IN ACCORDNACE WITH ICC ESR-2103, AND SHALL COMPLY W/ CBC 2013, SECTION 1917.3 & ACI 440 2R.

D FRP AND EPOXY NOTES

1. MATERIALS FOR THE FRP AND EPOXY SYSTEMS SHALL BE SUPPLIED BY THE FOLLOWING MANUFACTURER (OR APPROVED EQUAL):
   FYFE CO. LLC
   6380 MIRALANI DRIVE
   SAN DIEGO, CA 92126
   (858) 642-0694
2. FRP SYSTEMS SHALL BE TYFO BC COMPOSITE AND TYFO SCH-41 COMPOSITE. EPOXY SYSTEM SHOULD BE TYFO S EPOXY. REFER TO ICC-ES ESR-2103 AND FIBRWRAP QUALITY CONTROL MANUAL (OR APPROVED EQUAL).
3. WHERE FRP IS TO BE LEFT EXPOSED, EDGES SHALL BE FEATHERED AND SURFACES SHALL BE PRIMED WITHIN 24 HOURS OF CURING.
4. SEE PROJECT SPECIFICATIONS FOR MORE INFORMATION.

TLCDARCHITECTURE
520 Third St. #250
Santa Rosa, CA 95401
o: 707.525.5600
f: 707.525.5616
tlcd.com

ZFA STRUCTURAL ENGINEERS
1212 fourth street | suite z
santa rosa ca 95404
zfa job no. 16235
zfa.com
707.526.0992

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REGISTERED PROFESSIONAL ENGINEER DENNIS FAGENI STRUCTURAL No. 2736 STATE OF CALIFORNIA

CONSTRUCTION DOCUMENTS

SANTA ROSA VETERANS MEMORIAL ROOFING AND ADA SITE IMPROVEMENTS

1351 MAPLE AVE, SANTA ROSA, CA 95404

PROJECT NUMBER: 16235
DATE: 3/23/2017
DRAWN BY: DRE
CHECKED BY: JPB
REVISIONS:

FRP LAYOUT PLAN

S0.1

THIS DOCUMENT AND THE IDEAS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF THE ENGINEER AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF THE ENGINEER.

7/1/2016 8:30:05 AM

COUNTY of SONOMA

DEPARTMENT of GENERAL SERVICES

Santa Rosa Veterans Building Roof Replacement & ADA Improvements

Bid Date: May 9, 2017

Project No. 6601KK

FACILITIES DEVELOPMENT AND MANGEMENT

DOCUMENT 000101

PROJECT MANUAL
[Volume 1]

for

SANTA ROSA VETERANS BUILDING ROOFING AND ADA SITE IMPROVEMENTS

COUNTY OF SONOMA

DEPARTMENT of GENERAL SERVICES

Bid Date: May 9, 2017
Project Number: 6601KK

Advertisement Date: April 2, 2017

DOCUMENT 000102

PROJECT TEAM

COUNTY'S REPRESENTATIVE
Ray Glanton
Sonoma County Facilities Development & Management Division
2300 County Center Drive, Suite A-220
Santa Rosa, CA 95403
(707) 565-2550 Main Office Phone
(707) 565-2814 County Representative Phone
(707) 565-3240 Fax

PROJECT ARCHITECT
TLCD Architecture
Jeff Blechel
520 Third St. #250
Santa Rosa, Ca 95401
(707) 525-5600 Phone
(707) 525-5616 Fax

STRUCTURAL ENGINEER
ZFA Structural Engineers
Dennis Fagent
1212 Fourth St. Suite Z
Santa Rosa, Ca 95401
(707) 526-0992 Phone

MECHANICAL/ELECTRICAL ENGINEER
N/A

SECURITY SYSTEMS
N/A

CIVIL ENGINEER
Brelje & Race
Paul Bartholow
475 Aviation Boulevard, Suite 120
Santa Rosa, CA 95403
(707) 576-1322 Phone
(707) 576-0469 Fax

LANDSCAPE ARCHITECT
N/A

END OF DOCUMENT

DOCUMENT 000110
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[Volume 1]

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000102	Project Team
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002113	Instructions to Bidders
002213	Bid Submittal Vicinity Map
002513	Pre-Bid Conference Vicinity Map (Pre-Bid Meetings)
002600	Procurement Substitution Request Form
002613	Indemnity and Release Agreement
003119	Existing Condition Information
003126	Existing Hazardous Materials Information
004113	Bid Form (Stipulated Sum – Single-Prime Contract)
004313	Bid Security Forms
004336	Proposed Subcontractors Form
004519	Non-Collusion Affidavit

CONTRACTING REQUIREMENTS

Document	Title
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005213	Agreement Form – Stipulated Sum
005500	Notice to Proceed
006113.13	Performance Bond Form
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006536	Warranty Form
006800	Escrow Agreement for Security Deposits in Lieu of Retention

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	– Bid Period Investigations and Subcontracting
	– Contract Award and Commencement of the Work
	– Insurance and Indemnification
	– Drawings and Specifications
	– Construction By County or By Separate Contractors
	– County and Payment
	– Control of the Work
	– Warranty, Guaranty, and Inspection of Work
	– Contractor's Organization and Equipment
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007300	Supplementary Conditions
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007373	Statutory Requirements - Apprenticeship Program
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	– Work Covered By Contract Documents
	– Bid Alternates and Unit Prices
	– Work Under Other Contracts
	– Work Sequence
	– Work Days and Hours
	– Partial Occupancy/Utilization Requirements
	– Products Ordered In Advance
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012000	Price and Payment Procedures
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013150	Project Meetings
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017700	Closeout Procedures
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TECHNICAL SPECS

Volume 2

APPENDIX

1. Asbestos Testing

DRAWINGS

(See Drawing List on Drawing No. G001)

END OF DOCUMENT

DOCUMENT 001116

INVITATION TO BID

1.1 NOTICE. The COUNTY OF SONOMA ("County") hereby gives notice that it will accept Bids for construction of the following public work:

COUNTY OF SONOMA
Santa Rosa Veterans Roofing & ADA Improvements

1.2 BID SUBMISSION. County will receive sealed Bids at County's General Services Facilities Development & Management office at 2300 County Center Drive, Suite A220, Santa Rosa, California, until 2:00 p.m., as determined by the time and date stamp clock at the County's Facilities Development & Management Division office on **May 9**, **2017**. The opening will be in accordance with procedures set forth in Document 002113 (Instructions to Bidders). Bidders shall refer to Document 002113 (Instructions to Bidders) for required documents and items to be submitted in a sealed envelope to the Purchasing Division. In addition, the County requests that one (1) electronic copy be submitted via the County of Sonoma Suppliers Portal. Note: Proposers must be registered to submit electronic documents and receive project addendums.

1.3 CONTACT INFORMATION.

Mailing address:
County of Sonoma
General Services
2300 County Center Drive
Suite A220
Santa Rosa, CA 95404

Project Manager:
Ray Glanton
Phone: (707) 565-2814
Fax: (707) 565-3240
Email: ray.glanton@sonoma-county.org

1.4 DESCRIPTION AND LOCATION OF THE WORK. The Work consists of construction at County's **Santa Rosa Veteran's Building**, at **1351 Maple Ave**, **Santa Rosa**, California. The Work includes, but is not limited to, the construction of **ADA improvements and roofing work.**

1.5 CONTRACT TIME. Substantial Completion shall be within **One hundred twenty** (**120**) Days from the date when work is to commence as stated in the Notice to Proceed. Final Completion shall be within **twenty** (**20**) Days from the date when work is to commence as stated in the Notice to Proceed.

1.6 REQUIRED CONTRACTOR'S LICENSE(S). A California "**B**" contractor's license is required to Bid this Contract and through the completion of the project. All contractors and subcontractors shall be properly licensed by the Contractor's State Licensing Board and possess the necessary license classifications for the work they perform under this project.

1.7 REGISTRATION PURSUANT TO LABOR CODE SECTION 1723.5 REQUIRED. As of March 1, 2015, all Contractors submitting a bid proposal for this project, and any Subcontractors listed therein, must be currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. County required proof of current registration by contractor and all listed subcontractors as a condition to bid on this project, subject only to the allowances of Labor Code section 1771.1.

1.8 PREVAILING WAGE LAWS. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents.

Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California

Department of Industrial Relations, are on file at County's Facilities Development and Management Division and are deemed included in the Bidding Documents. Upon request, County will make copies available to any interested party. Contractor shall post the applicable prevailing wage rates at the Site, in addition to all other job site notices prescribed by regulation.

1.9 SUBSTITUTION OF SECURITIES. County will permit successful Bidder to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), in accordance with California Public Contract Code, Section 22300. By this reference, Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention) is incorporated in full in this Document 001116 (Invitation to Bid).

1.10 MANDATORY PRE-BID CONFERENCE AND SITE VISIT. County will conduct a Pre-Bid Conference at **10:00 AM on April 18, 2017, at 1351 Maple Ave, Santa Rosa, California,** to generally discuss project scope, to consider such matters as Bidders may request and for a Site Visit immediately following, at the Site. Bidders must attend Pre-Bid Conference and Site Visit and sign an attendance roster as a condition to bidding. The Pre-Bid Conference and Site Visit will last approximately Two (2) hours.

1.11 PROCUREMENT OF BIDDING DOCUMENTS. Bidders may obtain Bidding Documents by registering at Sonoma County's Supplier Portal, the County's online procurement system (https://esupplier.sonomacounty.ca.gov/psp/FNPRD/SUPPLIER/ERP/h/?tab=DEFAULT). Printed copies will be available for examination at the office of the Facilities Development and Management, 2300 County Center Drive, Suite A220, Santa Rosa, California, and at the North Coast Builders Exchange. Bidding Documents need not be returned to County.

1.12 BID PREPARATION COST. Bidders are solely responsible for the cost of preparing their Bids.

1.13 RESERVATION OF RIGHTS. County specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from Bid requirements.

1.14 ESTIMATED BASE BID CONSTRUCTION COST. The estimated base bid construction cost is **$750,000.00** (excludes estimated cost of alternates).

1.15 PRE-BID QUESTIONS. All questions pertaining to the bid are to be submitted to the County's Project Manager via email (ray.glanton@sonoma-county.org) by **5:00 pm Tuesday May 2, 2017**. After the deadline, no further questions will be accepted. The County will supply responses by **5:00 pm, Friday May 5, 2017**.

1.16 CONSTRUCTION MANAGEMENT SOFTWARE: The County and the successful bidder will be utilizing a construction management software system known as EADOC. This will be used for all RFIs, all submittals and possibly some other functions. Please reference section 007300 Supplementary Conditions for full information on EADOC.

END OF DOCUMENT

DOCUMENT 002113

INSTRUCTIONS TO BIDDERS

Bids are requested for a construction contract, or work described in general, as follows:

COUNTY OF SONOMA
Santa Rosa Veterans Roofing & ADA

1.1 RECEIPT OF BIDS. Refer to Document 001116 (Invitation to Bid), paragraph 1.2, for location, day and time for submittal of bids. County will accept Bids only from Bidders duly licensed in accordance with the California Business & Professions Code and in accordance with paragraph 1.6 of Document 001116 (Invitation to Bid). County will receive Bids in an opaque sealed 10" x 13" envelope containing the respective items described in paragraph 1.5 below. All Bid envelopes will be time-stamped to reflect their submittal time. County will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 002113.

1.2 CONTACT INFORMATION. Refer to Document 001116 (Invitation to Bid), paragraph 1.3.

1.3 MANDATORY PRE-BID CONFERENCE & SITE VISIT. County will conduct a mandatory Pre-Bid Conference & Site Visit at the time and location identified in paragraph 1.10 of Document 001116 (Invitation to Bid), to generally discuss project scope, to consider such matters as Bidders may request. Bidders must attend Pre-Bid Conference & Site Visit and sign an attendance roster as a condition to bidding. The Pre-Bid Conference & Site Visit will last approximately Two (2) hour(s).

The Pre-Bid Site Visit will not provide an opportunity for Bidders to have questions answered, but will be merely a showing of the site and existing conditions. Bidders are encouraged, however, to submit written questions in connection with the Pre-Bid Conference & Site Visit. County will transmit to all parties recorded as having received Bidding Documents such Addenda as County in its discretion considers necessary in response to written questions. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective.

County, in its sole discretion, may elect to conduct additional Pre-Bid Conference and Site Visits. Notice of any additional Site Visits shall be given through addendum to the Bidders.

Bidders can arrange, subject to Project Manager's advance approval of a written workplan, a date and time to investigate conditions or otherwise conduct invasive investigations, explorations, tests, or studies, subject to delivering an executed Document 002613 (Indemnity and Release Agreement) and providing an insurance certificate as described therein by noon of the day prior to the scheduled site visit. Bidders who intend only to observe Site conditions and not conduct such examinations are not required to provide and executed Document 00210 or an insurance certificate for the Pre-Bid Site Visit.

1.4 BID SUBMISSION. Bidder should mark its Bid envelope as BID FOR THE COUNTY OF SONOMA, SANTA ROSA VETERAN ROOFING & ADA. Bids shall be deemed to include the written responses by the Bidder to any questions or requests for information by County made as part of Bid evaluation process after submission of Bid. Bidder's failure to submit all required documents strictly as required entitles County to reject the Bid as non-responsive.

1.5 CONTENTS OF ENVELOPE - BID PRICE. Bid envelope shall include:

A. Document 004113 (Bid Form – Stipulated Sum - Single-Prime Contract) completed in accordance with paragraph 1.6 of this Document 002113.
B. Bid security supplied completed in accordance with paragraph 1.7 of this Document 002113.
C. Document 004336 (Proposed Subcontractors Form) in accordance with paragraph 1.8 of

this Document 002113.

D. Document 004513 (Bidder Registration and Safety Experience Form)
E. Document 004519 (Non-Collusion Affidavit).

1.6 REQUIRED BID FORMS. All Bidders must submit Bids using, where applicable, documents supplied in this Project Manual, including without limitation the documents listed above, in accordance with the instructions contained in those documents. County will reject as non-responsive any Bid not submitted on the required forms. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Documents. County reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries. County reserves the right to reject any Bid not clearly written.

1.7 REQUIRED BID SECURITY. Bidders must submit with their Bids either cash, a cashier's check or certified check from a responsible bank in the United States, or a bidder's bond executed by an admitted surety insurer. The amount of the security shall be not less than ten percent (10%) of amount of the total Bid Price, indicated on Document 004113 (Bid Form), payable to "County of Sonoma". All Bidders choosing to submit a bidder's bond must submit it on the required form, Document 004313 (Bid Security Forms). County will reject as non-responsive any Bid submitted without the necessary Bid security.

County may retain Bid security of other than the Apparent Low Bidder for a period of 60 Days after award or until full execution of the Contract, whichever first occurs. Upon full execution of the Contract, and upon request by Bidder, County will return to the respective unsuccessful Bidders their Bid securities and Bid bonds.

1.8 REQUIRED SUBCONTRACTORS LIST. All Bidders must submit with their Bids the required information in Document 004336 (Proposed Subcontractors Form) for those Subcontractors who will perform any portion of Work, including labor, rendering of service, or fabricating and installing a portion of the Work, in excess of one half of one percent of total Bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

1.9 REGISTRATION PURSUANT TO LABOR CODE SECTION 1725.5 REQUIRED. As of March 1, 2015, all Contractors and Subcontractors who will perform any portion of the Work must be currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. County required proof of current registration by Bidder and all Subcontractors listed on Document 00430 as a condition to bid on this project, subject only to the allowances of Labor Code section 1771.1.

1.10 OTHER REQUIREMENTS PRIOR TO BIDDING.

A. Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 005213 (Agreement Form), Article 5. Submission of Bid shall constitute Bidder's express representation to County that Bidder has fully completed these tasks.
B. INVOICING FOR THE PROJECT. Invoices for the ADA improvements need to be separate from the roofing invoicing. The reason for this is the funds to pay for the ADA improvements will be from a different source than the roofing funds.

1.11 EXISTING CONDITIONS INFORMATION. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work, geotechnical data) by giving County reasonable advance notice. Document 003119 (Existing Conditions Information) [others in 0031xx series] applies to all supplied existing conditions information and all other information supplied regarding existing conditions either above ground or below ground.

1.12 ADDENDA. Bidders must direct all questions about the meaning or intent of Bidding

Documents to County (to the attention of the Project Manager identified in Document 001116, Invitation to Bid, paragraph 1.3) in writing. Interpretations or clarifications considered necessary by County in response to such questions will be issued by Addenda mailed, faxed, or delivered to all parties recorded by County as having received Bidding Documents. Addenda will be written and will be issued to each Bidder to the address or fax number supplied County by Bidder. County may not answer questions received less than seven (7) Days prior to the date for opening Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by County.
B. Addenda shall be acknowledged by number with signature in Document 004113 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from County.

1.13 SUBSTITUTIONS. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda.

A. Except as provided in paragraph 1.13.D below, County will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) must submit Document 002600 (Procurement Substitution Request Form) no later than 14 Days prior to submitting their Bids. After that date, the County will not accept "or equal" substitution requests. To assess "or equal" acceptability of product or system, submittals of substitutions shall contain the information required in Document 020600 (Procurement Substitution Request Form) and set forth in Section 016000 (Product Requirements). Insufficient information will be grounds for rejection of substitution. County shall, within a reasonable period of time after having received a Request for Substitution, issue in writing its decision as to whether the proposed substitute item is an Equal item. County's decision shall be conclusive on all Bidders.
B. Approved substitutions shall be listed in Addenda and become part of Contract Documents.
C. Substitutions may be requested after submitting Bids and Award of Contract only in accordance with requirements specified in Section 016000 (Product Requirements
D. As further limitation on Bidder's privilege to substitute items, County has found that certain items are designated as County standards and certain items are designated to match existing items in use on a particular public improvement, either completed or in the course of completion, or are available from only one source. As to such items, County will not permit substitution. County will not permit substitutions for the following items:
    1) Building Automation System. Not applicable to this project.

1.14 WAGE RATES. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at County's Facilities Development and Management Division and are deemed included in the Bidding Documents. Upon request, County will make copies available to any interested party. Contractor shall post the applicable prevailing wage rates at the Site. This information is also available to Contractor at the Department of Industrial Relations' website (www.dir.ca.gov).

1.15 EQUAL EMPLOYMENT OPPORTUNITY. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

1.16 WITHDRAWAL OF BIDS. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 002113, only by written request for the withdrawal of Bid filed with the Purchasing Agent. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit County to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

1.17 BID OPENING. County will open all Bidders' Bid envelopes promptly following the deadline for receiving Bids specified in Document 001116 (Invitation to Bid), Paragraph 1.2, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.

1.18 DETERMINATION OF APPARENT LOW BIDDER.

A. County will determine Apparent Low Bidder in accordance with Public Contract Code Section 20103.8(b), taking into account all alternates (if any) included in the Total Bid Price as calculated in Document 004113 (Bid Form). See Section 012300, Alternates, for a list of all alternates.

B. County reserves the right to add to or deduct from the Contract any of the additive or deductive items after the lowest responsible bidder has been determined following the Contract award.

1.19 BID EVALUATION. County may reject any or all Bids and waive any informalities or minor irregularities in the Bids. County also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project. County reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if County believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by County. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.

A. In evaluating Bids, County will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 004113 (Bid Form) or prior to the Notice of Award.

B. In order to evaluate Bidder's ability to perform and provide the Work in accordance with the Contract Documents to County's satisfaction within the prescribed time, County may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as County deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability, proposed Subcontractors, suppliers, and other persons and organizations. Submission of a Bid constitutes Bidder's consent to the foregoing. County shall have the right to consider information provided by sources other than Bidder. County shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.

D. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by County to increase or diminish the amount of work under any classification as advantages to design or construction needs require.

E. County may determine whether a Bidder is qualified in its sole discretionary judgment.

1.20 BID PROTEST. Any Bid protest must be submitted in writing to the Facilities Development and Management Division, 2300 County Center Drive, Suite A220, Santa Rosa, California, before 5:00 p.m., (as determined by the date and time stamp clock in the Facilities Development and Management Division) of the seventh (7th) calendar day following posting of Document 005050 (Notice of Intent to Award for Construction). Document 005050 (Notice of Intent to Award for Construction) will be posted at the Clerk of the Board of Supervisors, County of Sonoma Administration Building, 575 Administration Drive, Room 100A, Santa Rosa, California. County will use reasonable efforts to deliver by email a copy of Document 005050 (Notice of Intent to Award for Construction) to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above.

A. The initial protest document must contain a complete statement of the basis for the protest and must demonstrate that the protestor has a direct economic interest in the bid award.
B. The protest must refer to the specific portion of the document that forms the basis for the protest.
C. The protest must include the name, address, and telephone number of the person representing the protesting party.
D. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
E. The procedure and time limits set forth in this paragraph are mandatory and are the sole and exclusive remedy in the event of Bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Party may not rely on a protest submitted by another Party, but must timely pursue its own protest.

1.21 AWARD. If the Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Following completion of all required County procedures and receipt of all County approvals, County will issue Document 005100 (Notice of Award) to successful Bidder.

1.22 POST-NOTICE OF AWARD REQUIREMENTS. After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below.

A. Submit the following documents to County by 5:00 p.m. of the fourteenth (14th) Day following Notice of Award (Document 005100). Execution of Contract by County depends upon approval of these documents:
   1) Document 005213 (Agreement Form – Stipulated Sum): To be executed by successful Bidder. Submit four (4) originals, each bearing an original signature on the signature page and initials on each page.
   2) Document 006113.13 (Performance Bond Form): To be executed by successful Bidder and surety, in the amount set forth in Document 006113.13 (Performance Bond Form). Submit one original.
   3) Document 0062113.16 (Payment Bond Form): To be executed by successful Bidder and surety, in the amount set forth in Document 0062113.16 (Payment Bond Form). Submit one original.
   4) Insurance certificates and endorsements required by Document 007200 (General Conditions) Article 4. Submit one original set.
   5) Document 006536 (Warranty Form). To be executed by successful Bidder. Submit one original, bearing an original signature.
B. County shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. County may elect to extend the time to receive faithful performance and labor and material payment bonds.
C. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles County to rescind its award, and to cause Bidder's Bid security to be forfeited as provided herein.

1.23 FAILURE TO EXECUTE AND DELIVER DOCUMENTS. If Bidder to whom Contract is awarded shall, within the period described in paragraph 1.22A of this Document 002113, fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, County may, in its sole discretion, foreclose on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract. Bidder agrees that calculating the damages County may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the

agreed and presumed amount of County's damages. In addition, upon such failure, County may determine the next Apparent Low Bidder and proceed accordingly.

1.24 MODIFICATION OF COMMENCEMENT OF WORK. County expressly reserves the right to modify the Commencement Date in the Notice to Proceed under the Contract and to independently perform and complete work related to the Project. To the fullest extent permitted by law, County accepts no responsibility to Contractor for damages attributed to County's need to complete additional work at the site.

1.25 PUBLIC RECORDS ACT REQUESTS.

A. Per the Public Records Act, County will make available to the public all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 002113, and all subsequent Bid evaluation information. Except as otherwise required by law, County will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder. Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

B. Upon a request for records regarding this Bid, County will notify Bidder involved within ten (10) days from receipt of the request of a specific time when the records will be made available for inspection. If the Bidder timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Bidder determines is not subject to public disclosure, and requests County to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend County's refusal to produce the information in all forums; otherwise, County will make such information available to the extent required by applicable law, without restriction.

C. Information disclosed in the Bid and attendant submissions are the property of County unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

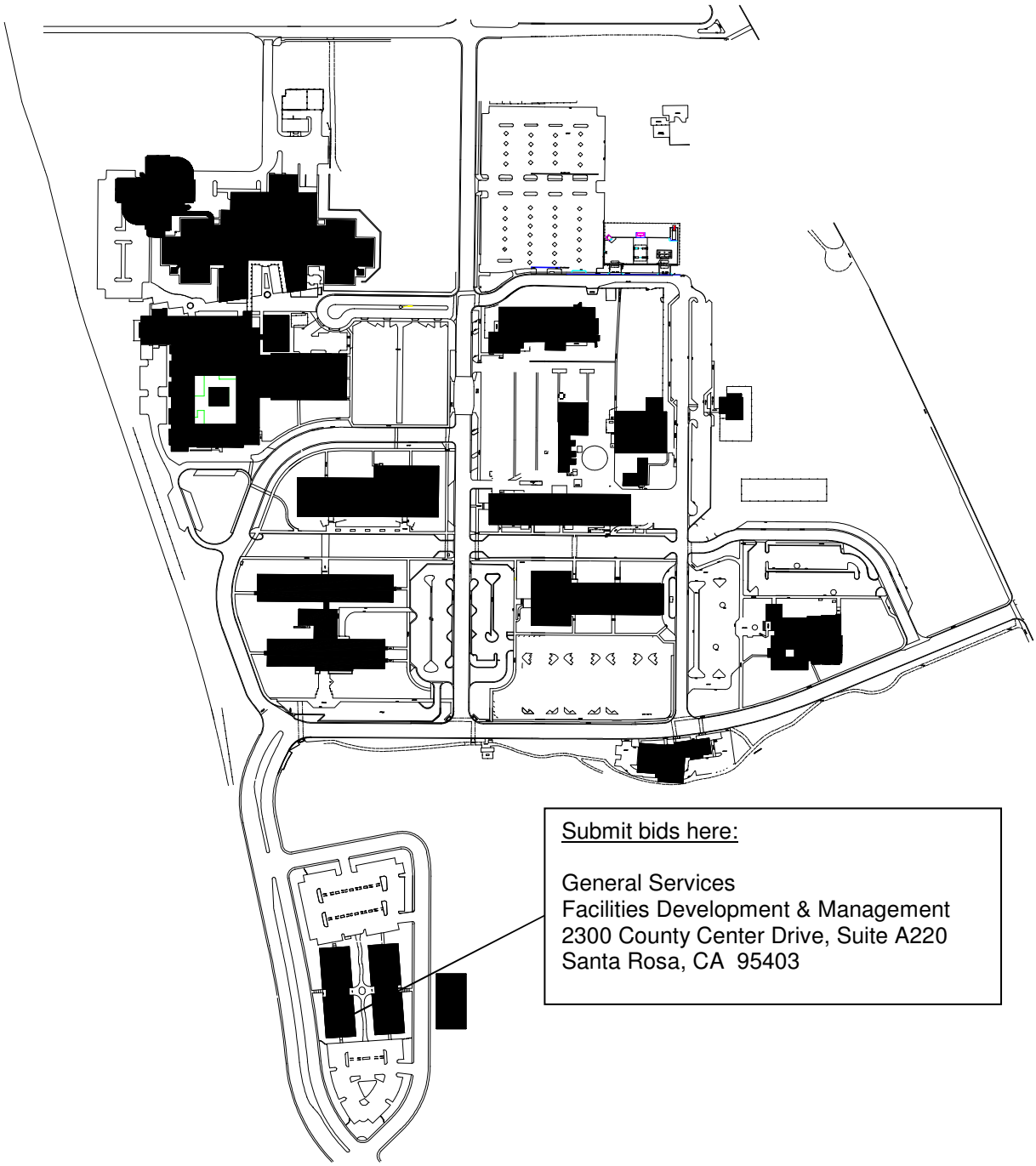
1.26 CONFORMED PROJECT MANUAL AND CONSTRUCTION DRAWINGS. Following Award of Contract, County may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

1.27 DEFINITIONS. All abbreviations and definitions of terms used in this Document 002113 are set forth in Document 007200 (General Conditions) and Section 014200 (References).

END OF DOCUMENT

DOCUMENT 002213

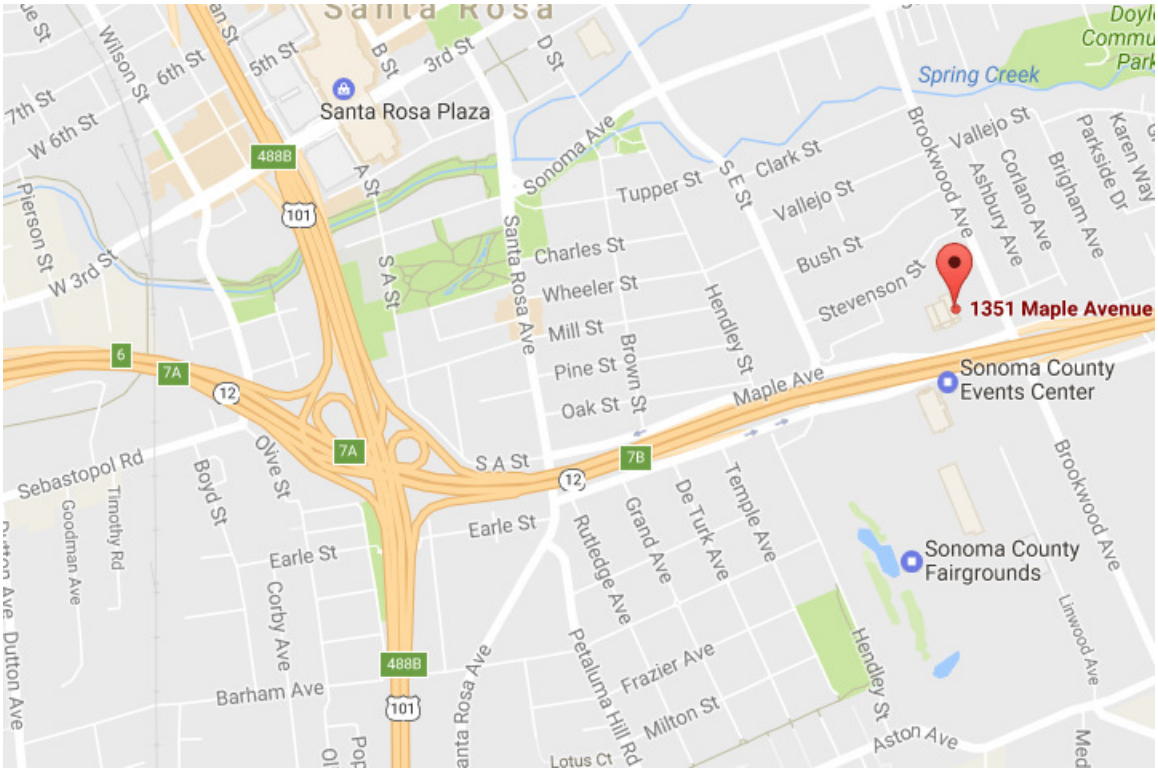
BID SUBMITTAL VICINITY MAP



END OF DOCUMENT

DOCUMENT 002513

PRE-BID CONFERENCE VICINITY MAP



Pre-Bid Conference:

Santa Rosa Veterans Building
1351 Maple Ave
Santa Rosa, CA 95403

END OF DOCUMENT

DOCUMENT 002600

PROCUREMENT SUBSTITUTION REQUEST FORM

To: **[Project Manager Name], County of Sonoma**

Fax: **(707) 565-[Fax #]**

Project: **[Name of Project]**

Contractor: _____

Subcontractor/Supplier: _____

Drawing Sheet Reference/Detail No: _____

Specification Section: _____

The undersigned Bidder submits for consideration the following equipment instead of the specified item for the above Project:

Section	Paragraph	Specified Item
_____	_____	_____
_____	_____	_____

Proposed Substitution: _____

_____

The undersigned encloses the information required herein. If this Document 002600 is being submitted by a Bidder wishing to use "equal" item(s) as provided in Document 001116 (Instructions to Bidders), the undersigned Bidder must also enclose the technical information (other than cost) otherwise required for a post-Award of Contract Request for Substitution ("RFS") under Section 016000 (Product Requirements). However, if this Document 002600 is being submitted under provisions of Contract Documents after Award of Contract, the undersigned Contractor must include all information (including cost) required under Section 016000 (Product Requirements).

The undersigned has (a) attached manufacturer's literature, including complete technical data and laboratory test results, if applicable, (b) attached an explanation of why proposed substitution is a true equivalent to specified item, (c) included complete information on changes to Contract Documents that the proposed substitution will require for its proper installation, and (d) filled in the blanks below:

A. Does the substitution affect dimensions shown on Drawings?

_____

B. Are the manufacturer's guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.

_____

C. What effect does the substitution have on other contractors, trades, or suppliers?

_____

D. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

_____

E. Will granting the requested substitution cause any schedule delay? (If yes, please explain)

_____

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item.

Submitted by:

_____
Bidder/Contractor
[note applicable]

_____
Signature

_____
Name

_____
Address

_____
City/State/Zip

Telephone: _____

Date: _____

For Use by County:

_____ Accepted _____ Accepted as Noted

_____ Not Accepted _____ Received Too Late

By: _____
County's Project Manager

Date: _____

Reviewed
By: _____
Project Manager's Supervisor

Date: _____

Remarks: _____

_____

_____

_____

END OF DOCUMENT

DOCUMENT 002613

INDEMNITY AND RELEASE AGREEMENT

Dated _____

POTENTIAL BIDDER: _____

COUNTY: COUNTY OF SONOMA

SITE: _____

PROJECT: SANTA ROSA VETERANS ROOFING AND ADA SITE IMPROVEMENTS

In consideration of the above-referenced County's permitting the undersigned potential bidder ("Bidder") to have access to, and to conduct investigations, tests and/or inspections on, the Site, Bidder hereby agrees as follows:

1. To the greatest extent permitted by law, Bidder hereby releases, and shall defend, indemnify and hold harmless County, and its officers, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Bidder or any of Bidder's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of County or by any released and indemnified party.
2. Bidder hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

   A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
3. Bidder shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and comply with and be subject to all other requirements and obligations described or referenced in Document 003119 (Existing Conditions Information).
4. Attached hereto (or to be delivered separately before Bidder's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of Document 007200 (General Conditions).
5. Although this Indemnity and Release Agreement is not a Contract Document (see Document 005213 [Agreement]), it shall be fully effective and binding regardless of whether Bidder submits a Bid for the Project, is awarded a contract for the Project, or otherwise.

_____
Name of Bidder

By: _____ By: _____
Signature Signature

Its: _____ Its: _____
Title (If Corporation: Chairman, President or Vice President)

Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

END OF DOCUMENT

DOCUMENT 003119

EXISTING CONDITION INFORMATION

1.1 SUMMARY

A. This Document 003119 sets forth the terms and conditions under which Bidder may review, study, use, or rely upon existing conditions information, including geotechnical data if applicable, concerning existing conditions at or contiguous to the Site. This Document 003119, the available geotechnical data, and the supplied existing conditions information are not Contract Documents.

1.2 REPORTS AND INFORMATION

A. Existence of Reports. County, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.

B. Inspection of Reports. Bidders may inspect reports and information regarding existing conditions available at the Facilities Development and Management Division, and may obtain copies upon Bidder's payment for the costs of reproduction and handling. These reports, documents and other information, are not part of the Contract Documents. Nevertheless, by submitting a Bid, Bidder accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.

C. Inclusion in Project Manual. Geotechnical reports and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents.

D. Existing Conditions Information. The following geotechnical reports and data, and information regarding existing conditions and Underground Facilities at or contiguous to the Site, are available for review through County: NO GEOTECHNICAL REPORT WAS USED FOR THIS PROJECT.

1.3 USE OF INFORMATION ON EXISTING CONDITIONS

A. Aboveground Existing Conditions. Under no circumstances shall County be deemed to make a warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by County regarding existing conditions. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding existing conditions supplied by County.

B. Underground Facilities. Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to County by others (e.g., the builders of such Underground Facilities or others). Except as expressly set forth in this Document 003119, County does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly set forth in this Document 003119, County will be responsible only for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by County. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

1.4 LIMITED RELIANCE PERMITTED ON CERTAIN INFORMATION

A. Geotechnical Data. Except as expressly set forth in this Document 003119, County does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting its Bid, it is not

relying on any geotechnical data supplied by County, except as specifically set forth herein.

B. Technical Data. Bidder may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and existing conditions information identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:
   1) The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration.
   2) The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
   3) The term "technical data" shall not include the location of Underground Facilities.
   4) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
   5) Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information contained in supplied existing conditions information.

1.5 INVESTIGATIONS

A. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents. Bidders shall advise County in writing as limited by Section 1.11 of Document 002113 (Instructions to Bidders) of any questions, suppositions, inferences or deductions Bidders may have for County's review and response.

B. County has provided time in the period prior to bidding for Bidder to perform these investigations.

C. Notwithstanding the foregoing, hazardous materials investigations shall only be conducted by County as provided in Document 003126 (Existing Hazardous Materials Information).

END OF DOCUMENT

DOCUMENT 003126

EXISTING HAZARDOUS MATERIALS INFORMATION

1.1 SUMMARY

A. This Document 003126 describes certain hazardous material surveys and use of data therein.

1.2 REPORTS AND INFORMATION

A. County, its consultants, contractors, and tenants have prepared documents providing a general description of the Site and locations of hazardous materials subject to the Work. These documents consist of surveys included in or with this Project Manual, or made available for review and copying. The surveys are the following:
   1) **Please see the documents in the appendix for further information.**
B. Bidders may inspect such surveys at the Facilities Development and Management Division, and copies may be obtained at cost of reproduction and handling upon Bidder's payment for the costs. These surveys are not part of the Contract Documents.

1.3 USE OF DATA AND INFORMATION

A. Data and information regarding the locations of hazardous materials are not part of Contract Documents. Bidders may rely on this data and information for general accuracy regarding the locations of potentially hazardous materials subject of the Work.
B. County does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials, including, but not limited to, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.

1.4 INVESTIGATIONS

A. Before submitting a Bid, each Bidder shall be responsible for requesting County to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning hazardous materials matters. Bidders must provide County with sufficiently advance notice for County to determine whether the examination, etc. is warranted and, if so, to perform the examination, etc. Such examinations, etc. shall be performed only by County or its consultants; Bidders shall not perform them.
B. County has provided time in the period prior to bidding to perform these investigations.
C. Any County decision taken in good faith regarding these matters shall be conclusive and binding.

END OF DOCUMENT

DOCUMENT 004113

BID FORM (STIPULATED SUM – SINGLE PRIME CONTRACT)

To be submitted by the time and date specified in Document 001116 (Invitation to Bid), paragraph 1.2.

TO THE COUNTY OF SONOMA

THIS BID IS SUBMITTED BY:

_____
(Firm/Company Name)

Re: SANTA ROSA VETERANS BUILDING ROOFING & ADA SITE IMPROVEMENTS

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Sonoma, a political subdivision of the State of California ("County"), in the form included in the Contract Documents, Document 005213 (Agreement Form – Stipulated-Sum), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 001116 (Invitation to Bid), and Document 002113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.

3. In submitting this Bid, Bidder represents:

   (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Bidder

   (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 005213 (Agreement Form – Stipulated-Sum), Article 5.

   (c) Bidder has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money

listed in the following Schedules:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 011000 (Summary). Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	TOTAL LUMP SUM
1.	Base Bid	$
2.	Alternate #	$
3.	Alternate #	$
	TOTAL BID PRICE*	$

*Basis to determine apparent low bid.

Total Bid Price: _____
(Words)

SCHEDULE OF OTHER LISTED ALTERNATES (OPTIONAL)

ITEM	DESCRIPTION	TOTAL LUMP SUM
1.	Alternate #	$
2.	Alternate #	$

SCHEDULE OF UNIT PRICES

The following Unit Prices shall apply to Work covered by unit prices, regardless of quantity. By submitting a Bid, Bidder acknowledges that these unit prices shall remain fixed throughout performance of the Contract, regardless of any incremental cost differentials resulting from variances in any quantity estimates or increased or decreased economies of scale.

ITEM	DESCRIPTION	UNIT OF MEASURE	ITEM PRICE PER UNIT OF MEASURE (IN FIGURES)
1.			$
2.			$
3.			$

5. Subcontractors for work included in all Bid items are listed on the attached Document 004366 (Proposed Subcontractors Form).

6. The undersigned Bidder understands that County reserves the right to reject this Bid.

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 004113 or at any other time thereafter before it is withdrawn, the undersigned

Bidder will execute and deliver the documents required by Document 002113 (Instructions to Bidders) within the times specified therein.

8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

9. The undersigned Bidder herewith encloses either a cashier's check, or certified check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price contained above and made payable to "County of Sonoma."

10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date to be established in Document 005500 (Notice to Proceed) and to complete all work within the time specified in Document 005213 (Agreement Form). The undersigned Bidder acknowledges that County has reserved the right to delay or modify the commencement date after issuance of Document 005500 (Notice to Proceed). The undersigned Bidder further acknowledges County has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

11. The undersigned Bidder agrees that, in accordance with Document 007200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 005213 (Agreement Form) shall be as set forth in Document 005213 (Agreement Form).

12. IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: _____

Licensed in accordance with an act for the registration of Contractors, and with license number: #_____ Expiration:_____.

DIR # of Bidder: _____

_____ _____

Where incorporated, if applicable

_____

_____

Principals

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____

Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners

authorized to sign contracts on behalf of the partnership.

Business Address: _____

_____

_____

Contractor's Authorized Representative(s), (name, title): _____

_____

Officers authorized to sign contracts: _____

_____

_____

Telephone Number(s): _____

Fax Number(s): _____

Date of Bid: _____

END OF DOCUMENT

DOCUMENT 004313

BID SECURITY FORMS

KNOW ALL BY THESE PRESENTS:

That the undersigned _____ [Name of Contractor] as Principal and the undersigned as Surety are held and firmly bound unto the COUNTY OF SONOMA, a political subdivision of the State of California ("County"), as obligee, in the penal sum of _____ Dollars ($_____) lawful money of the United States of America being ten percent (10%) of the aggregate amount of said Principal _____'s Total Bid Price (as identified in Principal's Bid), for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for County of Sonoma, Santa Rosa Veterans Roofing and ADA Site Improvements.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document 002113 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this _____ day of _____, 20_____.

(Corporate Seal)

By

_____

Principal

_____

Surety

(Corporate Seal)

By

_____

Attorney in Fact

END OF DOCUMENT

DOCUMENT 004336

PROPOSED SUBCONTRACTORS FORM

Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Name of Bidder:_____

Full Name of Subcontractor and Location (City & State) of Mill or Shop	Subcontractor DIR #	Description of Work	Subcontractor's License No.*

(Bidder to attach additional sheets if necessary)

*Subcontractor license number can be submitted up to twenty-four (24) hours after the bid opening.

END OF DOCUMENT

DOCUMENT 004519

NON-COLLUSION AFFIDAVIT
PUBLIC CONTRACT CODE §7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Office of Declarant] [Name of Bidder]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. 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 to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date] at _____ [city], _____ [state].

_____
Name of Declarant (Please Print)

_____
Signature of Declarant

END OF DOCUMENT

DOCUMENT 005050

NOTICE OF INTENT TO AWARD FOR CONSTRUCTION

DATE POSTED: **[Date Posted]**

PROJECT TITLE: **Santa Rosa Veterans Roofing & ADA Site Improvements**

COUNTY PROJECT NUMBER: **6601KK**

County of Sonoma General Services Facilities Development and Management Division intends to recommend to the Board of Supervisors of the County of Sonoma the award of the above-referenced Project to [Name of Contractor]. Any bid protest must be submitted in accordance with Document 002113 (Instructions to Bidders).

General Services Deputy Director
Or
Capital Project Manager
General Services Department
Facilities Development and Management

By: _____

Date: _____

END OF DOCUMENT

DOCUMENT 005100

NOTICE OF AWARD

Dated: [Date of Award]

TO: [Name of Contractor]

ADDRESS: **[Address of Contractor]**

CONTRACT NO.: **6601KK**

CONTRACT FOR: **Santa Rosa Veterans Roofing & ADA Site Improvements**

The Contract Sum of your contract is **[Dollar Amount in Words]** Dollars ($**[$]**).
Work awarded includes: Base bid + alternate numbers as identified in Document 004113 (Bid Form) and described in Section 011000 (Summary) of the Contract Documents.

1.1 Copies of the proposed Contract Documents listed below accompany this Notice of Award.

1.2 You must comply with the following conditions by 5:00 p.m. of the 14th Day following the date of this Notice of Award, that is, by **[Date]**.

A. Deliver to County four (4) fully executed originals of Document 005213 (Agreement Form - Stipulated Sum). Each copy of Document 005213 (Agreement Form - Stipulated Sum) must bear your original signature on the signature page and your initials on each page.
B. Deliver to County one (1) original of Document 006113.13 (Performance Bond Form), executed by you and your surety.
C. Deliver to County one (1) original of Document 006113.16 (Payment Bond Form), executed by you and your surety.
D. Deliver to County one (1) original set of the insurance certificates with endorsements required under Document 007200 (General Conditions).
E. Deliver to County one (1) original copy of Document 006536 (Warranty Form), executed by you.

1.3 Failure to comply with these conditions within the time specified will entitle County to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.

1.4 After you comply with the conditions in paragraph 1.2 of this Document 005100, County will return to you one (1) fully signed original of Document 005213 (Agreement Form - Stipulated Sum) and forward an electronic copy of the Project Manual (including Specifications and Drawings).

1.5 Before you may start any Work at the Site, you must attend a preconstruction conference. The preconstruction conference will be arranged through County's representative. Questions regarding bonds and insurance may be directed to Department Analyst at (707) 565-3025. All other inquiries regarding the Project should be directed to **Ray Glanton at ray.glanton @sonoma-county.org**

1.6 Upon commencement of the Work, you shall provide and on behalf of your Subcontractors shall certify and provide County copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.

COUNTY OF SONOMA

BY: _____

General Services Deputy Director
Or
Capital Project Manager
General Services Department
Facilities Development and Management

END OF DOCUMENT

DOCUMENT 005213

AGREEMENT FORM

THIS AGREEMENT, dated this **[Day]** day of **[Month]**, **[Year]**, by and between **[Name of Contractor]**, whose place of business is located at **[Address of Contractor]** ("Contractor"), and the COUNTY OF SONOMA, a political subdivision of the State of California ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Board Resolution No. _____ adopted on the **[Day]** day of, **[Month] [Year]** awarded to Contractor the following Contract:

CONTRACT NUMBER #[#]
SANTA ROSA VETERANS ROOFING & ADA SITE IMPROVEMENTS

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Notices to County

2.1 County has designated **Ray Glanton**, Project Manager, to act as County's Representative(s), who will represent County in performing County's duties and responsibilities and exercising County's rights and authorities in Contract Documents. County may change the individual(s) acting as County's Representative(s), or delegate one or more specific functions to one or more specific County's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with written notice and without liability to Contractor. Each County's Representative is the beneficiary of all Contractor obligations to County, including without limitation, all releases and indemnities.

2.2 All notices or demands to County under the Contract Documents shall be to County's Representative at:

2300 County Center Drive, Suite A220, Santa Rosa, CA 95403

or to such other person(s) and address(es) as County shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

Contract Time commences on the date established in Document 005500 (Notice to Proceed). County reserves the right to modify or alter the Commencement Date of the Work. County may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

Contractor shall achieve Substantial Completion of the entire Work within **One hundred twenty** (**120**) Days from the date when the Contract Time commences to run as provided in Document 007200 (General Conditions). Contractor shall complete the Work so that a Final Inspection Report can be issued in accordance with Section 017700 (Closeout Procedures) **twenty** (**20**) Days from the date when the Contract Time commences to run as provided in Document 007200 (General Conditions).

3.2 Liquidated Damages.
County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss (see Paragraph 3.3 below), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 14 of Document 007200 (General Conditions), Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay County:

3.2.1 **Five Hundred Dollars** ($**500.00**) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

3.2.2 **One Thousand dollars** ($**1000.00**) for each Day that expires after the time specified herein for Contractor to achieve Final Inspection Report of the entire Work, until achieved.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as follows:

TOTAL CONTRACT SUM	

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of

subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 003119 (Existing Condition Information), or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 007200 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that, except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 005213) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 007200 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 Contractor has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.

5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

5.8 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*:

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.

5.9 Contractor has designated **[Contractor Project Mgr]**, Project Manager, to act as Contractor's Representative(s), who will represent Contractor in performing Contractor's duties and responsibilities and exercising Contractor's rights and authorities in Contract Documents. Contractor has also designated **[Superintendent Name]**, Superintendent, to act as Contractor's Superintendent. Contractor may change the individual(s) acting as Contractor's Representative(s), or delegate one or more specific functions to one or more specific Contractor's Representatives, at any time upon prior written notice and approval and without liability to County, but Contractor is limited to two representatives.

Article 6. Contract Documents

6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 005100	Notice of Award
Document 005213	Agreement Form
Document 005500	Notice to Proceed
Document 006113.13	Performance Bond Form
Document 006113.16	Payment Bond Form
Document 006400	Affidavit of Release of Liens Form
Document 006536	Warranty Form
Document 006700	Escrow Bid Documents (Optional)
Document 006800	Escrow Agreement for Security Deposits in Lieu of Retention
Document 007200	General Conditions
Document 007300	Supplementary Conditions
Document 007316	Insurance Requirements
Document 007373	Statutory Requirements - Apprenticeship Program
Document 009100	Addenda
Specifications	Divisions as listed in the Table of Contents
Drawings listed in Title Sheet, Drawing No. G001	

6.2 There are no Contract Documents other than those listed in this Document 005213, Article 6. Document 003119 (Existing Condition Information), Document 003126 (Existing Hazardous Materials Information), and the information supplied through these documents, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 007200 (General Conditions).

Article 7. Miscellaneous

7.1 Terms and abbreviations used in this Agreement are defined in Document 007200 (General Conditions) and Section 014200 (References) and will have the meaning indicated therein.

7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq*.

7.4 The Contract Sum includes all allowances (if any).

7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at the Facilities Development and Management Division, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Sonoma, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Sonoma County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of

the Contract Documents to another venue.

7.9 Contractor accepts the claims procedure established by Article 12 of Document 007200 (General Conditions), as established under Section 930.2 of the California Government Code.

IN WITNESS WHEREOF the parties have executed this Agreement in duplicate the day and year first above written.

COUNTY:
Certificates of Insurance and Guaranty are on file with and reviewed as to substance for County by:

_____
Department Head/General Services

Reviewed as to form by County Counsel:

_____
County Counsel

Date:_____

COUNTY OF SONOMA
A Political Subdivision of the State of California

_____
Chair, Board of Supervisors

Date:_____

Attest:

_____
Clerk of the Board of Supervisors

CONTRACTOR:

_____
[Contractor's name]

Federal ID #: _____

By: _____
[Signature]

Date:_____

_____
[Please print name here]

Title: _____
[If Corporation: Chairman, President, or Vice President]

By: _____
[Signature]

Date:_____

_____
[Please print name here]

Title: _____
[If Corporation: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer]

END OF DOCUMENT

DOCUMENT 005500

NOTICE TO PROCEED

Dated: [Month, Day], [Year]

To: [Name of Contractor]

Address: [Street Address]
[City, State, Zip Code]

CONTRACT FOR: **CONTRACT NUMBER [#]**
SANTA ROSA VETERANS ROOFING AND ADA IMPROVEMENTS

You are notified that the Contract Time under the above Contract will commence to run on [Date] (Commencement Date). On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 3 of Document 005213 (Agreement Form), the date of Substantial Completion is [Date], and the date of Final Completion is [Date].

Before you may start any Work at the Site, you must:

1. Submit certified Safety Program and related information, Section 015400 (Site Security and Safety).
2. Submit copies of applicable permits, Section 011000 (Summary).
3. Submit approved fire protection plan, if applicable, Section 015400 (Site Security and Safety).
4. Submit copy of Storm Water Pollution Prevention Plan (SWPPP), if applicable, Section 011000 (Summary).

COUNTY OF SONOMA,
A Political Subdivision of the State of California

By: _____

Its: County Project Manager

END OF DOCUMENT

DOCUMENT 006113.13

PERFORMANCE BOND FORM

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated **[Enter Date],** is in the penal sum of **[Enter Amount]** [which is one hundred percent of the Contract Sum]**,** and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 12, attached to this page. Any singular reference to **[Insert Name of Contractor]**,("Contractor"), **[Insert Name of Surety]**,("Surety"), County of Sonoma, a Political Subdivision of the State of California ("County") or other party shall be considered plural where applicable.

CONTRACTOR:	SURETY:
[ENTER CONTRACTOR NAME] Name	[ENTER SURETY NAME] Name
[Enter Address] Address	[Enter Principal Place of Business] Principal Place of Business
_____ City/State/Zip	_____ City/State/Zip

CONSTRUCTION CONTRACT:

SANTA ROSA VETERANS ROOFING & ADA SITE IMPROVEMENTS
CONTRACT NUMBER #[#]

at 1351 Maple Avenue, Santa Rosa, California;

DATED _____, 20____, in the Amount of $_____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature:_____	Signature: _____
Name and Title: _____	Name and Title:_____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no County Default, Surety's obligation under this Bond shall arise after:

   3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

   3.2 County has agreed to pay the Balance of the Contract Sum:

3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When County has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 Days) and at Surety's expense elect to take one of the following actions:

4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without County's consent; or

4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to County with full explanation of the payment's calculation. If County accepts Surety's tender under this paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from Contractor Default. If County disputes the amount of Surety's tender under this paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.

6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:

6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;

6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages;

6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).

7. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.

8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such change, alteration, Modification, deletion or addition is a cardinal change.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Sonoma, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Document 005213 (Agreement Form). Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.

12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

12.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 007200 (General Conditions).

12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or

to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 006113.16

PAYMENT BOND FORM

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated [Insert Date], is in the penal sum of [Insert one hundred percent of Contract Sum] and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 13, attached to this page. Any singular reference to [Insert Name Of Contractor], ("Contractor"), [Insert Name Of Surety], ("Surety"), the County of Sonoma, a Political Subdivision of the State of California ("County") or other party shall be considered plural where applicable.

CONTRACTOR:	SURETY:
[ENTER CONTRACTOR NAME] Name	[ENTER SURETY NAME] Name
[Enter Address] Address	[Enter Principal Place of Business] Principal Place of Business
_____ City/State/Zip	_____ City/State/Zip

CONSTRUCTION CONTRACT:

SANTA ROSA VETERANS ROOFING & ADA SITE IMPROVEMENTS
CONTRACT NUMBER [#]

at 1351 Maple Avenue, Santa Rosa, California;

DATED _____, 20____, in the Amount of $_____(the "Penal Sum")

CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corp. Seal)	Company: (Corp. Seal)
Signature:_____	Signature: _____
Name and Title: _____	Name and Title:_____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to County, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and

   2.2 Defends, indemnifies and holds harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contact, provided County has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands,

liens or suits to Contractor and Surety, and provided there is no County Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.

4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.

5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.

6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.

7. County shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed there under, or materials or equipment to be furnished there under or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.

9. This Bond shall inure to the benefit of the Claimants. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Document 005213 (Agreement Form). Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond,

Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

13. Definitions.

13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).

13.1.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.

13.1.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 006400

AFFIDAVIT OF RELEASE OF LIENS FORM

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this _____ [date] day of _____ [month], _____ [year], by and between the County of Sonoma, a Political Subdivision of the State of California ("County"), and _____ [name of Contractor] ("Contractor"), whose place of business is at _____ _____ [address of Contractor].

RECITALS

A. County and Contractor entered into Contract Number [#] (the "Contract").

B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between County and Contractor as follows:

AGREEMENT

1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum	$ _____
Modified Contract Sum	$ _____
Payment to Date	$ _____
Liquidated Damages	$ _____
Payment Due Contractor	$ _____

2. Subject to the provisions of this Agreement and Release, County will forthwith pay to Contractor the sum of $_____ Dollars and _____ Cents ($_____) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with County as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the Contract, except for the claims described in paragraph 4 of this Document 006400. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, and all of its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in paragraph 4 of this Document 006400. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in paragraph 6 of this Document 006400.

4. The following claims submitted under Document 007200 (General Conditions), Article 12, are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Claim No.	Date Submitted	Description of Claim	Amount of Claim

[Insert information, including attachment if necessary]

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in paragraph 2 of this Document 006400, Contractor hereby releases and forever discharges County, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless County, any County's Representatives, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in paragraph 4 of this Document 006400.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provide as follows:

   A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of County shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

COUNTY OF SONOMA,
A Political Subdivision of the State of California

By:_____
Director of General Services

[CONTRACTOR]

By: _____

Name: _____

Its: _____

By:_____

Name: _____

Its: _____

REVIEWED AS TO FORM:

_____
County Counsel

_____, 20___

END OF DOCUMENT

DOCUMENT 006536

WARRANTY FORM

TO THE COUNTY OF SONOMA, for construction of

SANTA ROSA VETERANS ROOFING & ADA SITE IMPROVEMENTS

at 1351 Maple Avenue, Santa Rosa, California.

The undersigned Contractor hereby guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of One (1) year following the date of Substantial Completion of the Work, or such longer period specified in the Contract Documents ("Guaranty Period"), its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work. In addition to this, will be the extended warranty that is to be provided by the roofing membrane manufacture as specified in section 07 54 23 00 item I.

Neither final payment nor use or occupancy of the Work performed by Contractor shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting there from which shall appear within the Guaranty Period.
If at any time during the Guaranty Period any Work is found to be Defective, Contractor shall promptly (preferably within 48 hours of notification by County, but no later than 5 days following notification by County), without cost to County and in accordance with County's written instructions, correct such Defective Work. Contractor shall remove any Defective Work identified by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the Guaranty Period.

This Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of Contractor.

All abbreviations and undefined terms used in this Guaranty shall have the meanings set forth in the Contract Documents, including, without limitation, Document 007200 (General Conditions) and Section 014200 (References and Definitions).

_____
[Contractor's name]

By: _____
[Signature]

_____
[Please print name here]

Title: _____

Business Address:_____
_____
_____

Date: _____

END OF DOCUMENT

DOCUMENT 006800

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
P.C.C. §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this _____ [date] day of _____ [month], _____ [year], by and between the COUNTY OF SONOMA, a Political Subdivision of the State of California (hereinafter called the "County"), whose address is 2300 County Center Drive, Suite A220, Santa Rosa, CA 95403; _____ [name of Contractor] ("Contractor"), whose place of business is located at _____ [Contractor's Address]; and Owner, as escrow agent …OR… _____ [Name of Bank], a state or federally chartered bank in the State of California, whose place of business is located at _____] ("Escrow Agent").

For the consideration hereinafter set forth, County, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by County pursuant to Contract Number [#] entered into between County and Contractor for [Name of Project], in the amount of _____ [Contract Sum] dated _____ [Date of Contract] (the "Contract"). Alternatively, on written request of Contractor, County shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify County within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between County and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.

2. County shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in paragraph 1 of this Document 00680.

3. When County makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when County pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of County. Such expenses and payment terms shall be determined by County, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to County.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from County to Escrow Agent that County consents to withdrawal of amount sought to be withdrawn by Contractor.

7. County shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from County of the default, Escrow Agent

shall immediately convert the securities to cash and shall distribute the cash as instructed by County.

8. Upon receipt of written notification from County certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from County and Contractor pursuant to paragraphs 5 through 8, inclusive, of this Document 006800 and County and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of County and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of County:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip

On behalf of Contractor:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip

On behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

_____
City/State/Zip

At the time the Escrow Account is opened, County and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 006800.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

County	Contractor
_____	_____
_____ Title	_____ Title
_____ Name	_____ Name
_____ Signature	_____ Signature

Escrow Agent

_____

_____
Title

_____
Name

_____
Signature

REVIEWED AS TO FORM:

_____
County Counsel

_____
Date

END OF DOCUMENT

DOCUMENT 007200

GENERAL CONDITIONS

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GENERAL CONDITIONS

1 INTERPRETATION OF CONTRACT

1.1 Defined Terms

1.1.A. All abbreviations and definitions of terms used and not otherwise defined in this Document 007200 are set forth in Section 014200 (References). This Document 007200 subdivides at first level into Articles, and then into paragraphs.

1.2 Contract Documents

1.2.A. Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (i) Architect, Engineer or any County's Representative and Contractor; (ii) County and/or its representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (iii) between any persons or entities other than County and Contractor.

1.3 Precedence Of Documents

1.3.A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

- 1.3.A.1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
- 1.3.A.2. Document 005213 (Agreement Form - Stipulated Sum), and terms and conditions referenced therein;
- 1.3.A.3. Supplementary Conditions;
- 1.3.A.4. General Conditions);
- 1.3.A.5. Division 1 Specifications;
- 1.3.A.6. Drawings and Division 1 through 49 Specifications;
- 1.3.A.7. Written numbers over figures, unless obviously incorrect (i.e. [six] over [6]);
- 1.3.A.8. Figured dimensions over scaled dimensions;
- 1.3.A.9. Large-scale Drawings over small-scale Drawings.

1.3.B. Any conflict between Drawings and Division 1 through 49 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

1.3.C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.

2 BID PERIOD INVESTIGATIONS AND SUBCONTRACTING

2.1 Investigation Prior To Bidding

2.1.A. Prior to bidding, Contractor must investigate fully the Work of the Contract. Contractor must visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions, and all other information made available for bidding. Contractor's investigation shall include, but is not limited to, a thorough examination of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, available for Bidding purposes, of physical conditions, including Underground Facilities and information identified in Document 003119 (Existing Condition Information) and/or Document 003126 (Existing Hazardous Materials Information) (if used), or which may appear in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor shall completely and thoroughly correlate all such information and consider such information fully, prior to and as a condition of submitting its Bid. Contractor shall make inquiry as required in Document 003119 (Existing Condition Information).

2.1.B. Prior to submitting its Bid, Contractor shall take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site).

2.1.C. Prior to submitting its Bid, Contractor must correlate its experience, knowledge and the results of its required investigation with the terms and conditions of the Contract Documents, and must give County prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it may discover in or among the Contract Documents, as-built drawings (if any) and/or actual conditions. Contractor shall give this notice during the Bid period and submission of a Bid indicates Contractor's agreement that County responded to the notice through Addenda issued by County which is acceptable to Contractor.

2.1.D. Prior to submitting its Bid, Contractor must consider fully the fact that information supplied regarding existing Underground Facilities at or contiguous to the Site is in many cases based on information furnished to County by others (e.g., the builders of such Underground Facilities or others), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor must also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.

2.1.E. Prior to submitting its Bid, Contractor shall conduct (or request that County have conducted) any such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto or which Contractor deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.

2.1.F. Prior to submitting its Bid, Contractor may rely on County supplied information regarding existing conditions only where such conditions are underground and not subject to reasonable verification. If existing information supplied by County indicates a discrepancy or a substantial risk of inaccuracy or omission, then Contractor must request specific additional information. Contractor shall advise County in writing during the Bid period of any questions, suppositions, inferences or deductions Contractor may have, for County's review and response by Addenda, and may not assert any such matters later that were not brought forth during the Bid period.

2.1.G. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing this required pre-Bid investigation, and shall not be entitled to change orders (time or compensation) due to information or conditions that Contractor should have known as a part of this pre-Bid investigation.

2.2 Supplied Information on Underground Existing Conditions

2.2.A. Regarding Underground Facilities shown in the Contract Documents or supplied through Document 003119 (Existing Condition Information), County has compiled this information in good faith, relying on its records and third party records. Because of the nature and location of County and the Project, the existence of Underground

Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. In Article 14 of this Document 007200, this Contract establishes a heightened standard for claims involving Underground Facilities. Contractor shall consider this fact in its bidding and in its planning and execution of the Work involving Underground Facilities.

2.2.B. Regarding subsurface conditions other than Underground Facilities, shown on the Contract Documents or supplied in Document 003119 (Existing Conditions Information), Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. County is not responsible for the completeness of any subsurface condition information for bidding or construction, Contractor's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, County is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.3 Supplied Information on Above-Ground Existing Conditions

2.3.A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied through Document 003119 (Existing Condition Information), such information has been compiled in good faith, however, Contractor must independently verify such information. County does not expressly or impliedly warrant or represent that information as to aboveground conditions or as-built conditions indicated in the Contract Documents or Document 003119, is correctly shown or indicated, or otherwise complete for construction purposes.

2.3.B. As a condition to bidding, Contractor shall verify by independent investigation all such aboveground and as-built conditions, and bring any discrepancies to County's attention through written question. In submitting its Bid, Contractor shall rely on the results of its own independent investigation and shall not rely on County-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

2.4 Subcontractors

2.4.A. Consistent with Public Contract Code Sections 4101 *et seq*., Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without County's written approval. At County's request, Contractor shall provide County with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

2.4.B. Subcontract agreements shall preserve and protect the rights of County under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward County under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)

2.4.C. Contractor shall provide for the assignment to County of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents.

2.4.D. County shall be deemed to be an intended third-party beneficiary of all Subcontracts (of any tier) for the provision of labor, services, supplies or material to the Project , and each such agreement shall so provide.

3 CONTRACT AWARD AND COMMENCEMENT OF THE WORK

3.1 Time Allowances for Performance of Contract Documents

3.1.A. County will make the Award of Contract by issuing a Notice of Award. As a condition to County signing Document 005213 (Agreement Form – Stipulated Sum), however, Contractor shall deliver to County the executed agreements, forms, bonds and insurance documents required by Document 002113 (Instructions to Bidders) in the required quantities and within the required times.

3.1.B. The Contract Time will commence to run on the date indicated in the Notice to Proceed (Commencement Date).

3.1.C. The total number of Days for completion of the Work under the Contract Documents shall be as provided in Document 005213 (Agreement Form - Stipulated Sum).

3.2 Commencement Of Work

3.2.A. Contractor shall commence work on the Site on the Commencement Date found in the Notice to Proceed (Document 005500). Contractor shall not do any Work at the Site prior to that date.

4 INSURANCE AND INDEMNIFICATION

4.1 Insurance

4.1.A. See Document 007316 (–Insurance Requirements), incorporated herein by this reference.

4.2 Indemnification

4.2.A. County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect, Engineer and each County's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

4.2.B. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect, Engineer and each County's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

4.2.C. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect, Engineer and each County's Representative.

4.2.D. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

4.2.E. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the

Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

4.2.F. The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

4.2.G. Contractor's obligations under this paragraph 4.2 shall survive completion of the Work or termination of the Contract Documents for any reason whatsoever.

5 DRAWINGS AND SPECIFICATIONS

5.1 Intent

5.1.A. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.

5.1.B. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

5.1.C. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Contractor shall perform incidental work without extra cost to County. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

5.2 Drawing Details

5.2.A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by County. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

5.3 Interpretation Of Drawings And Specifications

5.3.A. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to County, in writing, in accordance with Section 012600 (Contract

Modification Procedures). County will issue with reasonable promptness written responses, clarifications or interpretations as County may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give County prompt written notice as provided in Section 012600 (Contract Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with County's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12 of this Document 007200.

5.4 Checking Of Drawings

5.4.A. Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent information shown in the Contract Documents and all applicable field conditions and measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Contractor shall promptly report to County, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from County before proceeding with any Work affected thereby. Dimensions shown on Drawings shall be followed; Contractor shall not scale Drawings.

5.5 Standards To Apply Where Specifications Are Not Furnished

5.5.A. The following general specifications shall apply wherever in the Specifications, or in any directions given by County in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Section 014200 (References), for first-class work of the kind required. Contractor shall specify in writing to County the materials to be used or Work to be performed under this paragraph 5.5 fourteen (14) Days prior to furnishing such materials or performing such Work.

5.6 Deviation from Specifications and Drawings

5.6.A. Contractor shall perform Work in accordance with Drawings and Specifications. Contractor shall not deviate from Drawings or the dimensions given in the Drawings or the Specifications without County's advance written approval of the proposed deviation.

5.6.B. If County elects to change the Work, all changes in the Contract Documents will be made as set forth in Article 14 of this Document 007200.

5.7 Ownership And Use Of Drawings, Specifications And Contract Documents

5.7.A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of County. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

5.7.B. The County will be issuing the Drawings and Project Manual electronically for the Contractor's use, unless specifically stated otherwise.

6 CONSTRUCTION BY COUNTY OR BY SEPARATE CONTRACTORS

6.1 County's Right To Perform Construction And To Award Separate Contracts

6.1.A. County may perform, with its own forces, construction or operations related to the Project. County may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to

the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in these Contract Documents shall mean the Contractor herein.

6.2 Mutual Responsibility

6.2.A. Contractor shall afford all other contractors, utility owners, and County (if County is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.

6.2.B. Contractor shall coordinate its Work with the work of other contractors, County, and utility owners. Contractor shall hold coordination meetings with other contractors, County and its representatives, and utility owners as required by Section 013150 (Project Meetings).

6.2.C. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other contractors, County or utility owners by cutting, excavating or otherwise altering the work of others and will only cut or alter the work of others with the written consent of County and the others whose work will be affected.

6.2.D. Contractor's duties and responsibilities under paragraph 6.2.A of this Document 007200 are for the benefit of County and also for the benefit of such other contractors and utility owners working at the Site to the extent that there are comparable provisions for the benefit of Contractor in the direct contracts between County and such other contractors and utility owners.

6.2.E. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors, County, or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to County in writing any defect in in-place work that will impede or increase the cost of Contractor's interface unless corrected. County will require the entity responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to County in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to County. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

6.3 County Authority Over Coordination

6.3.A. County will have authority over coordination of the activities of multiple contractors in cases where County performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site. County may at any time and in its sole discretion, designate a person or entity other than County to have authority over the coordination of the activities among the various contractors. County's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in paragraph 6.2 of this Document 007200. Contractor shall promptly notify County in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.

6.3.B. Contractor shall suspend any part of the Work or carry on the same in such manner as directed by County when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation to coordinate its Work with other contractors, County, and utility owners. Damages or claims will be allowed only to the extent of fault by County if the suspension or Work change is due in whole or in part to another

contractor's failure to coordinate its work with Contractor, other contractors, County, and utility owners. County reserves the right to back charge Contractor for any damages or claims incurred by other contractors as a result of Contractor's failure to perform its obligations to coordinate with other contractors, County, and utility owners. County may deposit the funds retained with a Court of competent jurisdiction pursuant to applicable interpleader procedures and Contractor releases County of further liability regarding such funds.

7 PAYMENT BY COUNTY

7.1 Receipt And Processing Of Applications For Payment

7.1.A. As required by Section 012000 (Price and Payment Procedures), Contractor shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. County will review Contractor's Applications for Payment and make payment thereon, and Contractor shall make payments to Subcontractors, suppliers and others, as required by Section 012000 (Price and Payment Procedures).

8 CONTROL OF THE WORK

8.1 Subcontractors

8.1.A. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor. The Contractor may not assign any portion, or any rights hereunder, of the Contract Documents without the County's express written consent or, where applicable, compliance with the Subcontractor Listing Law.

8.2 Supervision Of Work By Contractor

8.2.A. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

8.2.B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent in conformance with paragraph 10.3.A.

8.3 Observation Of Work By County

8.3.A. County Representatives: County's Representative(s) will have limited authority to act on behalf of County as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by County, County will issue all communications to Contractor through County's Representative, and Contractor shall issue all communications to County through County's Representative in a written document delivered to County. Should any direct communications between Contractor and County's consultants, architects or engineers not identified in Article 2 of Document 005213 (Agreement Form - Stipulated Sum) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to County's Representative.

8.3.B. Means and methods of Construction: Subject to those rights specifically reserved in the Contract Documents, County will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. County will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

8.3.C. In exercising its responsibilities and authorities under the Contract Documents, County does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's

Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Architect, Engineer nor any County's Representative assumes any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assumes any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.

8.3.D. Work shall be performed under County's general observation and administration. Contractor shall comply with County's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. County's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

8.3.E. County may engage an independent consultant or architect (collectively for purposes of this paragraph 8.3, "Consultant") to assist in administering the Work. If so engaged, Consultant will advise and consult with County, but will have authority to act on behalf of County only to extent provided in the Contract Documents or as set forth in writing by County. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

8.3.F. Consultant may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.

8.3.G. Consultant may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Consultant may recommend to County that it disapprove or reject Work that Consultant believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. County will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

8.3.H. Consultant may conduct inspections to recommend to County the dates that Contractor has achieved Substantial Completion and when the Final Inspection Report can be issued, and will receive and forward to County for review written warranties and related documents required by Contract Documents.

8.4 Access To Work

8.4.A. During performance of Work, County and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as County's interests may require. Other contractors, County workers or utility owners performing work for County may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

8.4.B. County may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the for the purpose of installing any necessary work by County labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, County shall endeavor not to interfere with Contractor and Contractor shall not interfere with other work being done by or on behalf of County.

8.4.C. If, prior to completion and final acceptance of all the Work, County takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Contractor), then, while County is in possession of the same, Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from Contractor's fault or negligence. Such taking of possession by County shall not relieve Contractor from any provisions of the Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility. See also Section 011000 (Summary).

8.4.D. If, following installation of any equipment or facilities furnished by Contractor, defects requiring correction by Contractor are found, County shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to County.

9 WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.1 Warranty And Guaranty

9.1.A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and completing Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, architecture and/or engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

9.1.B. Extended Guarantees: Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply County with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

9.1.C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this paragraph 9.1.C. are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to County that:

9.1.C.1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to County.

9.1.C.2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.

9.1.C.3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the

Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to County.

9.1.C.4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide County with copies thereof.

9.2 Inspection Of Work

9.2.A. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by County, its agents, representatives or independent contractors retained by County to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, County shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

9.2.B. Contractor shall give County timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor shall also coordinate, schedule and give adequate notice to the appropriate inspection personnel of any Work that can only be inspected as it is placed or assembled (for example, concrete or masonry work), to enable the constant presence of such inspection personnel during such Work.

9.2.C. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish County with the required certificates of inspection, or approval. County will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Additionally, in the event that a scheduled inspection is canceled in less than 24 hours notice by Contractor and County incurs costs associated with the cancellation, Contractor will reimburse County for the actual costs of the canceled inspections. The amount will be deducted from payment owed Contractor.

9.2.D. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of County, Contractor shall uncover the Work at County's request. Contractor shall bear the expense of uncovering Work and replacing Work.

9.2.E. In any case where Contractor covers Work contrary to County's request, Contractor

shall uncover Work for County's observation or inspection at County's request. Contractor shall bear the cost of uncovering and re-covering the Work.

9.2.F. Whenever required by County, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, County, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.

9.2.G. Inspection of the Work by or on behalf of County, or County's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by County, to perform Work in conformance with the Contract Documents.

9.2.H. Any inspection, evaluation, or test performed by or on behalf of County relating to the Work is solely for the benefit of County, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by County, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.3 Correction Of Defective Work

9.3.A. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, County may order Contractor to replace any Defective Work, or stop any portion of Work to permit County (at Contractor's expense) to replace such Defective Work. These County rights are entirely discretionary on the part of the County, and shall not give rise to any duty on the part of County to exercise the rights for the benefit of Contractor or any other party.

9.3.B. County may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. When necessary, a deductive Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, County may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses and damaged caused by or resulting from the correction or removal. If Contractor disagrees with County's calculations, it may make a claim as provided in Article 12 of this Document 007200. County's rights under this paragraph 9.3.B shall be entirely discretionary and, like all other County rights and remedies under the Contract, in addition to any other rights it may have under the Contract Documents or by law.

9.3.C. Correction Period:

9.3.C.1. With respect to equipment and machinery supplied by Contractor and incorporated into the Work, if within one year after the date of Substantial Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by Change Order or Certificate of Substantial Completion, one year after County's written acceptance of such equipment), or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents (including extended warranties), any

equipment or machinery is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work.

9.3.C.2. With respect to structures within the Scope of Work, if within one year after the date of Substantial Completion of the Work, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work.

9.3.D. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced.

9.3.E. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

9.3.F. Additionally, in special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order or Certificate of Substantial Completion.

9.3.G. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.3.H. If following installation of any Work furnished by Contractor, defects requiring correction by Contractor are found, County shall have the right to operate such Work and make reasonable use thereof until it can be shut down for correction of defects without causing injury to County.

9.4 Acceptance And Correction Of Defective Work By County

9.4.A. County may accept Defective Work. Contractor shall pay all claims, costs, losses and damages (including but not limited to staff and Consultant time) attributable to County's evaluation of and determination to accept such Defective Work. If County accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, County may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with County's calculations, Contractor may make a claim as provided in Article 12 of this Document 007200. If County accepts any Defective Work after final payment, Contractor shall pay to County, an appropriate amount as determined by County.

9.4.B. County may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with paragraph 9.3.B of this Document 007200; or provide a plan for correction of Defective Work acceptable to County; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, County may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment

stored at the Site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, its representatives, agents, employees, and other contractors and Architect's consultants access to the Site to enable County to exercise the rights and remedies under this paragraph 9.4.B. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by County in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, County may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with County's calculations, Contractor may make a claim as provided in Article 12 of this Document 007200.

9.5 Rights Upon Inspection Or Correction

9.5.A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by County of its rights and remedies under this Article 9. Where County exercises its rights under this Article 9, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate for default Contractor's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.

9.5.B. Inspection by County shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive County's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefore. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless County agrees otherwise in writing. Contractor shall immediately correct defective Work upon Contractor's knowledge of the defective Work, regardless of County's issuance of a correction notice or otherwise identifying the defective Work.

9.6 Samples And Tests Of Materials And Work

9.6.A. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to County. Contractor shall submit all Samples in ample time to enable County to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

9.7 Proof Of Compliance Of Contract Provisions

9.7.A. In order that County may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to County properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

9.8 Acceptance

9.8.A. Inspection by County or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by County, any extension of time, any verbal statements on behalf of County or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to County herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

10 CONTRACTOR'S ORGANIZATION AND EQUIPMENT

10.1 Contractor's Legal Address

10.1.A. Address and facsimile number given in Contractor's Bid are hereby designated as

Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to County, which in conspicuous language advises County of a change in legal address or facsimile number, and which County accepts in writing. Delivery of any drawings, notice, letter or other communication to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

10.2 Contractor's Office At The Work Site

10.2.A. Contractor shall maintain an office at the Site, which office shall be headquarters of a Contractor representative authorized to transmit to and receive from County, communications, instructions or Drawings. Communications, instructions, or Drawings given to Contractor's representative or delivered at the Site office in representative's absence shall be deemed to have been given to Contractor.

10.3 Contractor's Superintendents Or Forepersons

10.3.A. Contractor shall at all times while Work is being performed at site, be represented on Site by a competent resident Superintendent authorized and competent to receive and carry out any instructions that County may give, and shall be liable for faithful observance of instructions delivered to Contractor. Said Superintendent shall not be replaced without County's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor. Communications, instructions, or Drawings given to Contractor's representative shall be deemed to have been given to Contractor.

10.3.B. In the event that the designated Superintendent is unable to be present at the site, Contractor shall designate a substitute Superintendent, subject to County's approval, and shall obtain County's consent as to time and duration of any such substitution.

10.4 Proficiency In English

10.4.A. Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

10.5 Contractor's And Subcontractors' Employees

10.5.A. Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If County notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses harassing, threatening or abusive language at the site to any person representing County or to any member of the public, or violates sanitary rules, or is otherwise unsatisfactory, and if County requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of County.

10.6 Contractor To List Trades Working

10.6.A. Contractor shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to County.

10.7 Contractor's Use Of The Site

10.7.A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose

whatsoever, either with or without compensation, in conflict with any agreement between County and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy County-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from County.

11 PROSECUTION AND PROGRESS OF THE WORK

11.1 Schedules And Examinations Of Contract Documents

11.1.A. Contractor shall submit schedules, reports, and submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Sections 013150 (Project Meetings), 013200 (Construction Progress Documentation), and 013300 (Submittal Procedures).

11.1.B. Contractor shall submit to County for review and discussion:

11.1.B.1. At the Preconstruction Conference described in Section 013150 (Project Meetings), Progress Schedules and Reports as required by Sections 013200 (Construction Progress Documentation) and 013300 (Submittal Procedures). Contractor shall utilize Progress Schedule in planning, scheduling, coordinating, performing and controlling Work (including all activities of Subcontractors, assigned contractors, equipment vendors and suppliers). Contractor shall update Progress Schedule on a monthly basis to depict accurately the actual progress of Work and for evaluating and preparing Contractor's monthly progress payments. Contractor's failure to submit and maintain an acceptable Progress Schedule may, in County's discretion, and without limiting the materiality of Contractor's other obligations under the Contract Documents, constitute grounds to declare Contractor in material breach of the Contract Documents.

11.1.B.2. Seven (7) Days after Commencement Date, but no later than the Preconstruction Conference (whichever is earlier), a preliminary Schedule of Values conforming to Section 012000 (Price and Payment Procedures) paragraph 1.6.C. See Section 012000 (Price and Payment Procedures) for further requirements regarding the Schedule of Values.

11.1.C. Unless otherwise provided in the Contract Documents, County will review for acceptability the schedules submitted in accordance with paragraph 11.1.B of this Document 007200. Contractor shall make corrections and adjustments to complete and resubmit the schedules and shall secure County's written acceptance prior to submitting first payment request. Schedules shall be updated and completed as required by Sections 012000 (Price and Payment Procedures), 013200 (Construction Progress Documentation) and 013300 (Submittal Procedures). No progress or mobilization payment shall be due or owing to Contractor until the schedules are submitted to and acceptable to County as meeting the requirements of the Contract Documents, including Sections 012000 (Price and Payment Procedures), 013200 (Construction Progress Documentation) and 013300 (Submittal Procedures). County's acceptance of Contractor's schedules will not create any duty of care or impose on County any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

11.2 Commencement of Work Notification

11.2.A. Before commencing any portion of Work, Contractor shall inform County in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to County in a reasonable time in advance of time at which Contractor proposes to begin Work, so that County may complete necessary preliminary work without

inconvenience or delay to Contractor.

11.3 Submittals

11.3.A. Contractor shall submit Submittals to County (or Architect if County so designates) for review in strict accordance with Section 013300 (Submittal Procedures). Submission of a Submittal shall constitute Contractor's representation that all requirements of Section 013300 (Submittal Procedures) have been complied with. All Submittals will be identified as County may require and in the number of copies specified in Section 013300 (Submittal Procedures).

11.3.B. Contractor shall not perform Work that requires submission of a Submittal prior to submission and favorable review of the Submittal. Where a Submittal is required by Contract Documents or the final Schedule of Submittals (if required) accepted by County, any related Work performed prior to County's approval of the pertinent Submittal shall be at the sole expense, responsibility, and risk of Contractor.

11.4 Contractor To Supply Sufficient Workers And Materials

11.4.A. Unless otherwise required by County under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

11.4.B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then County may issue a written notice to Contractor, requiring Contractor to accelerate the Work and/or furnish additional qualified workers or materials as County may consider necessary, at no cost to County. If Contractor does not comply with the notice within five (5) Days of date of service thereof, County shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as County may elect. County may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate Work elements during the time period that County exercises this right. County will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. County will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of County from claims of others.

11.4.C. Exercise by County of the rights conferred upon County in paragraph 11.4.B of this Document 007200, is entirely discretionary on the part of County. County shall have no duty or obligation to exercise the rights referred to in paragraph 11.4.B of this Document 007200 and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of County's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon County under paragraph 11.4.B of this Document 007200 are cumulative to County's other rights under any provision of the Contract Documents.

11.4.D. The County may, if it deems necessary for reasons other than those described in Paragraph 10.6.B, direct Contractor to accelerate the Work by increasing crew sizes, working overtime (as permitted by law) and/or performing shift work. If directed to perform overtime and/or shift work, Contractor will work said overtime and/or shift work, and the County shall pay Contractor solely for the additional premium wages paid, plus taxes imposed by law on such additional wages. Unless otherwise directed by the County, accelerated work shall be performed utilizing the most cost-effective available method. For example, the County shall not be responsible to pay the premium for overtime work if the same work could have been performed on second shift utilizing a lower premium.

11.5 Contractor's Project Data

11.5.A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide County with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide County with a copy of such report upon County's request and whenever it is generated.

11.5.B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide County with copies for each Day Contractor works on the Project, to be delivered to County either the same Day or the following morning before starting Work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

11.5.C. County shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, County shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents (subject to Document 006700 [Escrow Bid Documents] if required by the Contract Documents), cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job Progress Reports, photographs, and as-built drawings maintained by Contractor. County and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph 11.5 at any time during the Project and for a period of five years following Substantial Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

11.5.D. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Construction Change Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to County for reference. Upon completion of the Work, Contractor shall deliver to County, the Project Record Documents.

12 CLAIMS BY CONTRACTOR/NON-JUDICIAL SETTLEMENT PROCEDURE

12.1 Scope

12.1.A. The claim notice and documentation procedure described in this Article 12 applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier, and any claims arising under tort law as well as contract law. All Subcontractor and supplier claims of any type shall be brought only through Contractor as provided in this Article 12. Under no circumstances shall any Subcontractor or supplier make any direct claim against County.

12.1.B. "Claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Article 12. A voucher, invoice, proposed change, Application for Payment,

cost proposal, RFI, change order request, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate notice and claim in compliance with claim submission requirements herein.

12.1.C. The provisions of this Article 12 constitute a non-judicial claim settlement procedure, and also step one of a two step claim presentment procedure by agreement under Section 930.2 of the California Government Code. Specifically, step one is compliance with this contract claims procedure and filing/administering timely contract claims in accordance with the Contract Documents. Step two is filing a timely Government Code Section 910 claim in accordance with the California Government Code. Any Government Code Section 910 claims shall be presented in accordance with the Government Code and shall affirmatively indicate Contractor's prior compliance with the claims procedure herein and previous dispositions under this Article.

12.1.D. The provisions of this Article 12 shall survive termination, breach or completion of the Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.2 Procedure

12.2.A. Disputed Work. Should any clarification, determination, action or inaction by County or Architect/Engineer, Work, third party, or any other event whatsoever, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents in any way, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor shall so notify County. Contractor and County shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes.

12.2.B. Duty to Work During Disputes. Notwithstanding any dispute or Disputed Work, Contractor shall continue to prosecute the Work and the Disputed Work in accordance with the determinations of County. Contractor's sole remedy for Disputed Work is to pursue the remedies in this Article 12 and follow the determinations of County.

12.2.C. Timely Notice of Disputed Work Required. Before commencing any Disputed Work, or within ten (10) Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and preliminary cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending the Disputed Work is outside or in breach of the requirements of Contract Documents. The written notice must identify the subcontractors, vendors, suppliers effected, if any, sufficient for County to visit the site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question; and Contractor is encouraged to supply digital photographs by email if possible. The preliminary cost proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. If a written notice and preliminary cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice of the Disputed Work, Contractor shall waive its rights to further claim on the specific issue.

12.2.D. Timely Notice of Potential Claims Required. County will review Contractor's timely notice and preliminary cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, then Contractor shall so notify County, in writing, within ten (10) Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. (If County should fail to provide a decision on a notice and preliminary cost proposal within thirty (30) days, then Contractor shall submit a notice of potential claim within ten days following the thirtieth (30th) day, i.e., or by the 40th day

following the notice and preliminary cost proposal.) Contractor shall continue to prosecute the Disputed Work to completion.

12.2.E. Quarterly Claims Required. At the end of each calendar year quarter (March 31, June 30, September 30 and December 31) of each year, for each and every notice of potential claim that Contractor may have submitted in that quarter, Contractor shall submit a formal claim in the form specified herein. Contractor may file a single consolidated claim each quarter, or may file separate claims each quarter, as Contractor sees fit, provided Contractor complies with the requirements below. (Contractor may defer until the next reporting period the filing of a formal claim for any notices of potential claim timely issued within the last 15 days of the prior quarter.) The formal claim(s) shall include all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting Contractor's position, for each notice of potential claim that Contractor intends to pursue as a formal claim (further described below).

12.2.F. Claim Updates Required. If Disputed Work persists longer than a single calendar quarter, then Contractor shall, every quarter until the Disputed Work ceases, submit to County a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every quarter shall result in waiver of the claim for that period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s). Contractor shall also maintain a continuing "claims log" that shall list all outstanding claims and their value, and provide such log to County quarterly.

12.2.G. Claim Negotiations required. Upon receipt of Contractor's formal claim(s) including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, County or its designee will review the issue and render a final determination. Contractor and County may mutually agree upon a claims resolution protocol, a neutral facilitator or mediator, or other alternative dispute resolution procedures, as appropriate. County may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further document, schedules or analysis requested by County to evaluate and decide Contractor's claim.

12.3 Administration During & After Claim Submission

12.3.A. Owner may render a final determination based on the Claim or may, in its discretion, conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within 45 Days of submission, or such longer period as may be allowed pursuant to Section 9204 of the Public Contract Code, it shall be deemed denied. Consistent with Public Contract Code section 9204, if Owner takes any action on the Claim, it will provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Owner shall tender any payment due to Contractor on any undisputed portion of a Claim within 60 Days after Owner issues its written statement.

12.3.B. If Contractor disputes Owner's written response, or if Owner fails to respond to a Claim tendered pursuant to this Section 007200 within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, Owner will schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Owner will provide Contractor with a written statement identifying the portion of the Claim that remains in dispute

and the portion that is undisputed. Any payment due on an undisputed portion of the claim will be tendered within 60 days after Owner issues its written statement. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to the remaining procedures of this Article 12

12.3.C. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner's determination

12.3.D. After their submission, claims less than $375,000 shall also be subject to the Local Agency Disputes Act (Public Contract Code §§ 20104 et seq.), which provides further requirements to meet and confer, mediate and arbitrate before proceeding with a Government Code Claim in accordance with the procedures specified in this Article 12

12.4 Mediation

12.4.A. If Contractor's claims submitted in accordance with this Article 12 at Project completion total less than $375,000, then claims resolution shall first proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code, found in Section 01410 (Regulatory Requirements).

12.4.B. If Contractor's claims submitted in accordance with this Article 12 at Project completion exceed $375,000, then, as a condition precedent to litigation (or if otherwise permitted by the Contract Documents, arbitration) thereon, such claims must first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation, having a minimum of twenty (20) years experience in the construction industry. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

12.5 Subcontractor Claims

12.5.A. Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. County shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

12.6 Waiver

12.6.A. If Contractor fails to comply with this Article 12 as to any claim, then Contractor shall waive its rights to such claim.

12.6.B. All claim(s), Disputed Work items or issue(s) not raised in a timely notice, timely notice of potential claim and then timely claim submitted under this Article 12, may not be asserted in any subsequent Government Code section 910 claim, litigation or legal action.

12.6.C. Contractor may request an extension of time to comply with the claims procedure herein, but must do so in advance of time periods expiring and County must give its approval in writing (which approval may be withheld in County discretion.) As to any

other feature of the claim procedure herein (and its claims waiver feature), it may not be waived or altered absent a written change order signed by both parties and approved as to form by their legal counsel.

12.6.D. County shall not be deemed to waive or alter any provision under this Article 12, if at County's sole discretion, a claim is administered in a manner not in accord with this Article 12.

13 LEGAL AND MISCELLANEOUS

13.1 Laws And Regulations

13.1.A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify County and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

13.1.B. Whenever Drawings and Specifications require higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

13.1.C. Contractor shall comply with applicable portions of Title 8 (Industrial Relations), Title 19 (Public Safety), Title 22 (Social Security, Division of Health) and Title 24 (California Building Standards Code), California Code of Regulations (Uniform Building Code) (most recent edition), Public Contract Code. Whenever Contract Documents require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Contract Documents shall govern. Whenever Contract Documents require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

13.2 Permits And Taxes

13.2.A. County will pay applicable building permits, school, sanitation and water demand fees, except as otherwise provided in Section 011000 (Summary). Unless otherwise noted in Section 011000 (Summary), Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work. Contractor shall pay all fees related to deferred submittals such as, but not limited to, fire sprinkler system, underground utilities, fuel storage tank and fire alarm system. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where County may have already obtained permits for the Work.

13.3 Suspension Of Work

13.3.A. County may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as County may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 012600 (Contract Modification Procedures). No adjustment shall be made to extent that:

13.3.B. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

13.3.C. An equitable adjustment is made or denied under any other provision of Contract Documents; or

13.3.D. The suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Article 12 of this Document 007200.

13.4 Termination Of Contract For Cause

13.4.A. County may declare Contractor in default of Contract Documents and County may terminate Contractor's right to proceed under the Contract Documents for cause:

13.4.A.1. Should Contractor make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged as bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or

13.4.A.2. Should Contractor commit a material breach of the Contract Documents. If County declares Contractor in default due to material breach, however, County must allow Contractor an opportunity to cure such breach within 10 Days of the date of notice from County to Contractor providing notice of the default; or, if such breach is curable but not curable within such 10-Day period, within such period of time as is reasonably necessary to accomplish such cure; or

13.4.A.3. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within 10 Days of the date of the notice from County to Contractor demanding such cure; or, if such violation is curable but not curable within such 10-Day period, within such period of time as is reasonably necessary to accomplish such cure.

13.4.B. In order for Contractor to avail itself of a time period in excess of 10 Days, pursuant to subsections 13.4.A.2 and 13.4.A.2, Contractor must provide County within the 10-Day period with a written plan acceptable to County to cure said breach or violation which includes, for example, evidence of necessary resources, Subcontractor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach or violation. Contractor must then diligently commence and continue such cure according to the written plan.

13.4.C. If County at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided in paragraph 13.4.A of this Document 007200, County may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which County may advise Contractor of in writing. Contractor shall, within 10 Days of County's request, deliver a written cure plan which meets the

requirements of the written plan deliverable under paragraph 13.4.A.2 of this Document 007200. Failure of Contractor to provide such written assurances of performance and the required written plan, within 10 Days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.

13.4.D. In event of termination for cause, County will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 006113.13 (Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), County may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

13.4.E. In the event of termination by County as provided in paragraph 13.4.A of this Document 007200 for cause:

13.4.E.1. County will compensate Contractor for the value of the Work delivered to County upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides County with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, County will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.

13.4.E.2. Contractor shall deliver to County possession of the Work in its then condition including, but not limited to, all designs, engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this paragraph 13.4.E shall not be interpreted to diminish any right which County may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate County for all loss, cost, damage, expense, and/or liability suffered by County as a result of such termination and failure to comply with Contract Documents.

13.4.F. County's rights under paragraph 13.4.E.2 shall be specifically enforceable to the greatest extent permitted by law. County shall, to the extent applicable, have all other rights and remedies set forth in any Contract Document.

13.4.G. County may terminate portions or parts of the Work for cause, provided these portions or parts (i) have separate geographic areas from parts or portions of the Work not terminated or (ii) are limited to the Work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with other contractors as required under Article 6 of this Document 007200.

13.4.H. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accordance with Article 12 of this document and calculated in accordance with the provisions of the Contract Documents on Change Orders and claims. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

13.5 Termination Of Contract For Convenience

13.5.A. County may terminate performance of the Work under the Contract Documents in

accordance with this clause in whole, or from time to time in part, whenever County shall determine that termination is in County's best interest. Termination shall be effected by County delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.

13.5.B. After receiving a notice of termination under paragraph 13.5.A of this Document 007200, and except as otherwise directed by County, Contractor shall:

13.5.B.1. Stop Work under the Contract Documents on date and to extent specified in notice of termination;

13.5.B.2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;

13.5.B.3. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;

13.5.B.4. Assign to County in manner, at times, and to extent directed by County, all right, title, and interest of Contractor under orders and subcontracts so terminated. County shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

13.5.B.5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of County to extent County may require. County's approval or ratification shall be final for purposes of this paragraph 13.5;

13.5.B.6. Transfer title to County, and deliver in the manner, at the times, and to the extent, if any, directed by County, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to County;

13.5.B.7. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that County directs or authorizes, any property of types referred to in paragraph 13.5.B.6 of this Document 007200, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by County. Proceeds of transfer or disposition shall be applied to reduce payments to be made by County to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as County may direct;

13.5.B.8. Complete performance of the part of the Work which was not terminated by the notice of termination; and

13.5.B.9. Take such action as may be necessary, or as County may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which County has or may acquire interest.

13.5.C. After receipt of a notice of termination under paragraph 13.5.A of this Document 007200, Contractor shall submit to County its termination claim, in form and with all certifications required by Article 12 of this Document 007200. Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and County may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this paragraph 13.5. If Contractor and County fail to agree on the whole amount to be paid to Contractor because of the termination of the

Work under this paragraph 13.5, County's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:

13.5.C.1. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the Progress Schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in County's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace Defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.

13.5.C.2. A reasonable allowance for profit on cost of Work performed as determined under paragraph 13.5.C.1 of this Document 007200, provided that Contractor establishes to County's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.

13.5.C.3. Reasonable costs to Contractor of handling material returned to vendors, delivered to County or otherwise disposed of as directed by County.

13.5.C.4. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.

13.5.C.5. Except as provided in this paragraph 13.5.C of this Document 007200, County shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.

13.5.D. County shall have no obligation to pay Contractor under this paragraph 13.5 unless and until Contractor provides County with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.

13.5.E. In arriving at the amount due Contractor under this clause, there shall be deducted:

13.5.E.1. All unliquidated advances or other payments on account previously made to Contractor which are applicable to the terminated portion of Contract Documents;

13.5.E.2. Any claim which County may have against Contractor in connection with Contract Documents; and

13.5.E.3. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this paragraph 13.5, and not otherwise recovered by or credited to County.

13.6 Contingent Assignment Of Subcontracts

13.6.A. Contractor hereby assigns to County each Subcontract for a portion of the Work, provided that:

13.6.A.1. The assignment is effective only after County's termination of

Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to paragraphs 13.4 or 13.5 of this Document 007200.

13.6.A.2. The assignment is effective only for the Subcontracts which County expressly accepts by notifying the Subcontractor in writing;

13.6.A.3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 006113.13 (Performance Bond Form) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;

13.6.A.4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in paragraphs 13.4 or 13.5 of this Document 007200), sign all instruments and take all actions reasonably requested by County to evidence and confirm the effectiveness of the assignment in County; and

13.6.A.5. Nothing in this paragraph 13.6 shall modify or limit any of Contractor's obligations to County arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

13.7 Remedies and Contract Integration

13.7.A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between County and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of Sonoma. All County remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances County shall have any and all other equitable and legal rights and remedies which it would have according to law.

13.7.B. The Contract Documents, any Contract Modifications, and Change Orders shall represent the entire and integrated agreement between County and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. County and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.

13.7.C. In any proceeding to enforce the Contract Documents, Contractor and County agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability and remedies clauses, claims procedures and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.

13.7.D. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

13.8 Patents

13.8.A. Fees or claims for any patented invention, article or arrangement that may be used

upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless County and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each County's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

13.9 Substitution For Patented And Specified Articles

13.9.A. Except as noted specifically in Specifications, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of County, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00660 (Substitution Request Form) as provided in Document 002113 (Instructions to Bidders). A substitution will be approved only if it is a true Equal item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

13.10 Interest Of Public Officers

No representative, officer, or employee of County, no member of the governing body of the locality in which the Project is situated, no member of the locality in which County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

13.11 Limit Of Liability

COUNTY, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, ARCHITECT AND EACH OTHER COUNTY REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

13.12 Severability

Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.

14 MODIFICATIONS OF CONTRACT DOCUMENTS

14.1 Alterations, Modifications And Force Account Work

14.1.A. No modification or deviation from the Drawings and Specifications will be permitted except by written Contract Modification.

14.1.B. County may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item

or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and/or require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, County reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such County-furnished labor, materials, and equipment.

14.1.C. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased as set forth in a written Change Order by the amount that Contractor and County may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then County will reach a determination, which shall be final, subject to Contractor's rights under Article 12 of this Document 007200. In all cases Contractor shall perform the changed Work as directed by County subject to Contractor's rights under Article 12 of this Document 007200.

14.1.D. A Change Order will become effective when signed by County. If County exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles 12 and 14 of this Document 007200, then the resulting Change Order shall be effective when signed by County, notwithstanding that Contractor has not signed it.

14.1.E. Changes not affecting the Contract Time or Contract Sum of the Work, in County's discretion, may be set forth in a written RFI-Reply executed by County or Architect's Supplemental Instruction (ASI). Execution of such an RFI-Reply or ASI constitutes Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Time.

14.1.F. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Section 012600 (Contract Modification Procedures), except in cases of emergency discussed in Article 15 of this Document 007200.

14.1.G. Changes in the Work made pursuant to this Article 14 and extensions of Contract Time necessary by reason thereof shall not in any way release the guarantees and warranties given by Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.

14.1.H. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Section 012600 (Contract Modification Procedures). Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Section 012600 (Contract Modification Procedures) in order to request, claim or prove compensation for delay.

14.2 Time Allowances

14.2.A. The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.

14.2.B. The Contract Time will be adjusted in an amount equal to the time lost or added due to:

14.2.B.1. Changes in the Work ordered by County;

14.2.B.2. Acts or neglect by County, Architect, any County's Representative, utility owners or other contractors performing other work, provided

that Contractor has fully and completely performed its responsibilities under the Contract Documents; or

14.2.B.3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise described or referenced in paragraph 14.4 below, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents.

14.2.C. The Contract Time shall not be extended for any cause identified in paragraph 14.2.B above, however, unless:

14.2.C.1. Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor);

14.2.C.2. A claim for delay is made as provided herein; and

14.2.C.3. Contractor submits a Time Impact Evaluation as required under Section 013200 (Construction Progress Documentation) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.

14.3 Notice Of Delay

14.3.A. Within seven (7) Days of the beginning of any delay, Contractor shall notify County in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event, and shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation as specified in Section 013200 (Construction Progress Documentation). County will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph 14.3.A.

14.4 Non-Compensable Time Extensions; Adverse Weather Parameters

14.4.A. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the reasonable control of Contractor and County, e.g., adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God and epidemics, and acts of other contractors or utilities. In such cases, an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay. The adverse weather contingency for this Contract is provided in Document 00800 (Supplementary Conditions).

14.4.B. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the Contract's adverse weather contingency, nor will Contractor be entitled to any extension of Contract Time for any such delays. Contractor shall be entitled to an extension of Contract Time for adverse weather only (i) if the number of workdays of adverse weather, recognize as provided in this paragraph 14.4, exceeds these parameters (ii) Contractor proves that adverse weather actually caused delays to Work that is on the critical path, and (iii) Contractor satisfies the other requirements of this paragraph 14.4.

14.4.C. In order to qualify as an adverse weather day with respect to the foregoing parameters, daily rainfall must exceed 0.1 of an inch or more at the National Oceanic & Atmospheric Administration weather station identified in Document 007300 (Supplementary Conditions), and Contractor must give County written notice of its intent to claim an adverse weather day within one Day of the adverse weather day

occurring. Contractor shall at all times employ all available mitigation measures to enable Work to continue.

14.4.D. Contractor shall include the foregoing rain parameters as in its Progress Schedule as required in Section 013200 (Construction Progress Documentation). As Work on the critical path is affected by rain, Contractor shall notify County and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.

14.4.E. Subject to the other requirements of this paragraph, adverse weather days shall be recognized for the actual number of days Contractor proves it was delayed by adverse weather. For example, and not by way of limitation, if rain exceeding the amount described in paragraph 14.4.C does not in fact delay Contractor's progress on the critical path, then no adverse weather days shall be recognized. Conversely, if Contractor proves that rain exceeding the amount described in paragraph 14.4.C causes delay to Contractor for a period longer than the number of rain days incurred (e.g., if it rains during grading Work), then all such days shall be recognized as adverse weather days.

14.4.F. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for County to not recognize adverse weather days, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

14.5 Compensable Time Extensions

14.5.A. Contractor may receive a time extension and be compensated for delays caused directly and solely by County. Provided Contractor provides proper notice and documentation under Section 013200, such compensation may include extended field or home office overhead, field supervision, escalation charges, acceleration costs and extended subcontractor costs.

14.5.B. Contractor shall not be entitled to any time extension or compensation for any delays caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either County or others.

14.5.C. Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:

14.5.C.1. County's right to sequence the Work in a manner which would avoid disruption to County's contractors and their subcontractors and County's employees, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents; County's enforcement of any government act or regulation; or the provisions of the Contract Documents; and

14.5.C.2. Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by County or its consultants in a reasonable time commensurate with Contract Documents requirements.

14.6 Liquidated Damages

14.6.A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that County will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and County agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by County as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

14.6.B. Liquidated damages shall be considered not as a penalty but as agreed monetary

damage sustained by County for increased Project administration expenses, including extra inspection, construction management, architectural and engineering expenses and County staffing costs related to the Project and Contract Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, lost revenues, interest expenses, cost of completion of the Work, cost of substitute facilities, claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against County as a result of delay (e.g., delay or delay-related claims of other contractors or subcontractors), and defense costs thereof. Contractor shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due County.

14.6.C. County may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, County may deduct liquidated damages based on its estimated period of late completion. County need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to County.

14.7 Differing Site Conditions

14.7.A. If Contractor encounters underground conditions that exceed the scope of the Work, Contractor shall promptly give County written notice of the condition, and shall give such notice before the conditions are disturbed, to include: (i) material that 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, and is not within the scope of Work ("hazardous waste"); (ii) subsurface or latent physical conditions at the site differing from those indicated by information about the Site made available to Bidders prior to the deadline for submitting Bids, that Contractor did not and could not have known about by performing its required pre-Bid investigations; or (iii) 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 the Contract, that Contractor did not and could not have known about by performing its required pre-Bid investigations.

14.7.B. County shall promptly investigate the underground conditions, and if it finds that (i) the conditions do materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do involve hazardous waste outside the scope of the Work, and (ii) cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, then (iii) County shall initiate a change order under the procedures described in the contract, including but not limited to, issuing either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 012600 (Contract Modification Procedures).

14.7.C. If County determines that underground conditions at the Site do not materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do not involve hazardous waste outside the scope of the Work, or do not cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, or for any other reason that that no change in terms of the Contract Documents is justified, County will so notify Contractor in writing, stating reasons.

14.7.D. In the event that a dispute arises between County and Contractor whether the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part

of the Work, 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. Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between contracting parties.

14.7.E. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials, claimed Latent or materially different Site conditions (whether above or below grade) if:

14.7.E.1. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or

14.7.E.2. Contractor should have known of the existence of such conditions at the time Contractor submitted its Bid, or should have learned of such conditions and mitigated their impact, as a result of having complied with the requirements of Contract Documents, including without limitation, the investigation requirements herein at Articles 2 and 10 of Document 007200;

14.7.E.3. The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions made from underground conditions reports, of the kind that this Document 007200 precludes reliance upon; or

14.7.E.4. Contractor was required to give written notice and failed to do so within the time required.

14.7.F. If, because of a differing site condition as defined herein, Contractor does not agree to continue with Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, County may order the disputed portion of Work deleted from the Work, or performed by others, or County may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with County's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article 12 of this Document 007200.

14.8 Change Orders Related to Underground Facilities

14.8.A. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by County or in information on file at USA or is not otherwise reasonably known to Contractor by performing its obligations in Articles 2 and 10 of this Document 007200, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 15 of this Document 007200), identify the owner of such Underground Facility and give written notice to that owner and to County. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

14.8.B. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, for Underground Facilities either not shown or inaccurately shown in the Contract Documents, the information supplied pursuant to Document 003119 (Existing Condition Information) or in information on file at USA, only where the inaccuracy was (i) material and outside of the normal experience on projects of this nature, (ii) was not reasonably inferable from existing information, and (iii) directly results in a material, justifiable and actual increase in the cost of Contractor's work. For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, or if the Underground Facility could be determined or its cost impact mitigated by performing the obligations in Articles 2 and/or 10 of this Document 007200, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated or was shown at a different place or a different elevation in the Contract Documents, in the information supplied to Contractor pursuant to

Document 003119 (Existing Conditions Information), or in information on file at USA.

14.8.C. Main Line and Trunk Line Utilities (Government Code Section 4215). Consistent with Government Code Section 4215, as between County and Contractor, County will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 003119 (Existing Condition Information). County will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 003119 (Existing Condition Information) with reasonable accuracy, and equipment on the Project necessarily idled during such work.

15 WORKING CONDITIONS AND PREVAILING WAGES

15.1 Use Of Site/Sanitary Rules

15.1.A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to County's approval.

15.1.B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by County, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the County or occupant thereof resulting from the performance of Work.

15.1.C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by County at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

15.1.D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.2 Protection Of Work, Persons, And Property

15.2.A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by County, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, and all injuries to persons, arising from the performance of Work of the Contract Documents.

15.2.B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect

them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

15.2.C. Contractor shall remedy all damage, injury or loss to any property referred to in paragraph 15.2.A of this Document 007200, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. County and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.

15.2.D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

15.2.E. County may, at its option, retain such moneys due under the Contract Documents as County deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and County receives satisfactory evidence to that effect.

15.3 Responsibility For Safety And Health

15.3.A. Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and County's safety regulations as amended from time to time. Contractor shall comply with all County directions regarding protective clothing and gear.

15.3.B. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify County, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

15.3.C. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, County-designated routes for ingress and egress thereto, and any other County-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.4 Emergencies

15.4.A. In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from County, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by County. Contractor shall give County prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If County determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

15.5 Use Of Roadways And Walkways

15.5.A. Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with County's prior concurrence, Contractor may provide detour, traffic control, or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost

of these temporary facilities.

15.6 Nondiscrimination

15.6.A. No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

15.7 Prevailing Wages

15.7.A. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (i) work of a similar character in the locality in which the Work is performed and (ii) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site, in addition to all other job site notices prescribed by regulation. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at County's Architecture Division and are deemed included in the Bidding Documents. Upon request, County will make copies available to any interested party. Contractor shall post the applicable prevailing wage rates at the Site.

15.7.B. Contractor shall forfeit, as a penalty to County, Fifty Dollars ($50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph 15.7.B and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 007200 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by County. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

15.7.C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

15.7.D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code 1725.5, 1776 and 1810-1815. Failure to do so shall constitute a default under this Contract.

15.7.E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.

15.7.F. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, Work classification, straight time and overtime hours worked each Day and week, and the actual per diem wages paid to

each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.

15.7.G. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor as required by Labor Code Section 1776.

15.7.G.1. Contractor shall inform County of the location of records enumerated above, including the street address, city and county, and shall, within five working Days, provide a notice of a change of location and address.

15.7.G.2. Contractor or Subcontractor has 10 Days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that Contractor or Subcontractor fails to comply with the ten-Day period, he or she shall, as a penalty to County on whose behalf the contract is made or awarded, forfeit $25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this subparagraph due to the failure of a Subcontractor to comply with this subparagraph.

15.7.H. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall and shall require all subcontractors to furnish the records specified in Labor Code 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly.

15.7.I. Contractor and all Subcontractors shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any Work hereunder.

15.7.J. Contractor shall also deliver certified payrolls to County with each Application for Payment as described in Section 001200 (Price and Payment Procedures).**[FOR CONSIDERATION]**

15.8 Environmental Controls

15.8.A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, and soil pollution controls and air pollution controls specified in Government Code Section 11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

15.9 Shoring Safety Plan

15.9.A. At least five Days in advance of excavating any trench five feet or more in depth, Contractor shall submit to County a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

15.9.B. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. County's acceptance of any drawings showing the shoring or bracing design or work schedule shall not relieve Contractor of its responsibilities under this subparagraph.

15.9.C. Cal/OSHA Permit. Contractor shall comply with Labor Code 6500 and shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:

15.9.C.1. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.

15.9.C.2. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).

15.9.C.3. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

15.9.C.4. The underground use of diesel engines in mines or tunnels.

END OF DOCUMENT

DOCUMENT 007300
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 SUMMARY

A. This document includes requirements that supplement the paragraphs of Document 007200 (General Conditions).

1.2 ELECTRONIC DOCUMENT MANAGEMENT

A. The County and the successful bidder will utilize a construction management software known as EADOC. This will be used for all RFIs, all Submittals and a few other functions. The general contractor will create and submit RFIs and Submittals via EADOC to the county. The county PM is the hub for all information transmission. The county will provide a training session on the use of EADOC

1.3 NO WORK OR PARKING DURING THE SONOMA COUNTY FAIR

A. Tentative fair dates are 8/3/2017 through 8/13/2017. Contractor coordination is required to help maximize the parking for the County Fair.

1.4 PHASING OF THE ADA SITE IMPROVEMENTS

A. The ADA site improvements are to be constructed in Three (3) phases since all of the existing ADA parking and entrances to the building cannot be rendered inaccessible at the same time. See section 011000 item 1.5 A for more information.

1.5 INVOICING FOR THE PROJECT

A. Invoices for the ADA improvements need to be separate from the roofing invoicing. The reason for this is the funds to pay for the ADA improvements will be from a different source than the roofing funds.

1.6 EXISTING UTILITIES

A. Drawings may indicate above-and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities, and additional information may be on file at the regional notification center, “Underground Service Alert” (“USA”). Contractor shall locate these known existing installations before proceeding with trenching or other operations that may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum. Additional utilities whose locations are unknown to County are suspected to exist. Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report to County for disposition of the same. In addition to reporting if any utility is damaged, Contractor shall take appropriate action as provided in this Document 007300. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor’s attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 007300.

B. At no additional cost to County, Contractor shall incorporate into the Work main or trunk line utilities identified in the Contract Documents and other utilities or underground structures known or reasonably discernible and that will remain in service, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor’s operations. Should County determine that Contractor has not responded in a timely manner or not diligently pursued restoration of service, County may restore service and deduct the costs of such action by County from the amounts due under the Contract.

C. Consistent with Government Code Section 4215, as between County and Contractor, County will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 003119 (Existing Condition Information). County will compensate Contractor for the cost of locating and repairing damage not due to Contractor’s failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract

Documents or Document 003119 (Existing Condition Information) with reasonable accuracy, and equipment on the Project necessarily idled during such Work.

D. Prior to performing Work at the Site, Contractor shall lay out the locations of known underground utilities that are to remain in service and other significant known underground installations. At no additional cost to County, prior to commencing other Work in proximity to such known underground utilities or installations that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage. This obligation applies to all utilities (including, but not limited to, those referenced in paragraph 1.3.C of this Document 007300).

E. Nothing in this Document 007300 shall be deemed to require County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred by Contractor from the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site. Contractor shall immediately secure all available information and notify County and utility, in writing, of its discovery, while performing Work under the Contract Documents, of any utility facilities not identified in the Drawings and Specifications.

1.7 UNDERGROUND FACILITIES

A. Before commencing Work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions, including but not limited to information supplied in Document 003119 (Existing Condition Information), and subject to the terms and conditions of these documents, Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

1) "Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

2) Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching Work, Contractor shall provide County with copies of all USA records secured by Contractor. Contractor shall advise County of any conflict between information provided in Document 003119 (Existing Condition Information), the Drawings and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.

3) In addition, County owns certain underground facilities which may not be reflected in USA records or those of other utility companies. Contractor shall notify County's representative prior to commencing any excavation in locations not shown clearly and unambiguously in the Contract Documents and shall allow ample time for County to locate and mark its facilities.

B. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 003119 (Existing Condition Information) and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordinating the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

C. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by County or in information on file at USA or is otherwise

reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 15.4.A of Document 007200), identify the Owner of such Underground Facility and give written notice to that Owner and to County. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by County only where the Underground Facility:
   1) Was not shown or indicated in the Contract Documents or in the information supplied pursuant to Document 003119 (Existing Condition Information) or in information on file at USA;, and
   2) Contractor did not know of it; and
   3) Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor pursuant to Document 003119 (Existing Condition Information), in information on file at USA, or otherwise reasonably available to Contractor.

E. Contractor shall bear the risk that Underground Facilities may differ in nature or locations shown in information made available by County pursuant to Document 003119 (Existing Condition Information), in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations and Contractor is to apply its skill and industry to verify the information available.

1.8 WEATHER DELAYS

A. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed herein. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the adverse weather contingency and Contractor proves that adverse weather actually caused delays. Contractor shall give written notice of intent to claim an adverse weather Day within one (1) Day of the adverse weather delay occurring. Rain parameters are listed below. The Adverse Weather Contingency for this contract will be **Five (5)** work days, and Contractor shall include in the project schedule at least **Five (5)** work days for adverse weather. The total number of rain days constitutes the Adverse Weather Contingency to be included in the project schedule as described in Section 013200 (Construction Progress Documentation). The Adverse Weather Contingency is included in the total Contract Time. In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed 0.10 of an inch or more at the Santa Rosa, California station, as measured by the National Oceanic & Atmospheric Administration, and Contractor shall prove that the rain actually caused delay.

B. Contractor shall include the foregoing rain parameters as a monthly activity in its Progress Schedule. As Work on the critical path is affected by rain, Contractor shall notify County and request that the Days be moved to the affected activities. Any adverse weather Days remaining shall be considered Project Float.

C. Adverse weather delay for rain shall be recognized for the actual period of time Contractor proves it was delayed by rain exceeding the specified parameters. For example, and not by way of limitation, if rain exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves that rain exceeding the specified parameters causes delay to Contractor for a period longer than the number of rain Days incurred (e.g., if it rains during grading Work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

D. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for County to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

1.9 PRELIMINARY SCHEDULE OF SUBMITTALS

A. Seven (7) Days after Commencement Date, but no later than the Preconstruction Conference

(whichever is earlier), a preliminary schedule of Submittals that shall list each required Submittal and the times for submitting, reviewing and processing such Submittal, as required by Section 013300 (Submittal Procedures). If no such schedule is agreed upon, then all Submittals shall be completed and submitted within 21 Days after receipt of Notice of Award from County.

END OF DOCUMENT

DOCUMENT 007316

INSURANCE REQUIREMENTS

1.1 SUMMARY

A. This document includes requirements that supplement the paragraphs of Document 007200 (General Conditions).

2.1 SUPPLEMENTS

A. Supplement to paragraph 4.1.A in Document 007200:

I. Contractor - Required Insurance

At or before the date specified in Document 002113 (Instructions to Bidders), Contractor shall furnish to County satisfactory proof that Contractor has obtained the following insurance as specified below.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

1. Workers Compensation Insurance & Employers Liability Insurance

- **a.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- **b.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
- **c.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- **d.** *Required Evidence of Insurance*:
  - **i.** Subrogation waiver endorsement; and,
  - **ii.** Certificate of Insurance.

If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from County under provisions of the Workers Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from County, County may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If County is compelled to pay compensation, County may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse County.

2. General Liability Insurance

- **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- **b.** Minimum Limits: The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
  - **i.** Projects under $1,000,000: $1,000,000 per Occurrence; $2,000,000 General Aggregate;

$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

ii. Projects from $1,000,000 - $4,999,999: $2,000,000 per Occurrence; $4,000,000 General Aggregate; $4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

iii. Projects from $5,000,000 - $9,999,999: $5,000,000 per Occurrence; $5,000,000 General Aggregate; $5,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

iv. Projects $10,000,000 and Over: Minimum Limits: $10,000,000 per Occurrence; $10,000,000 General Aggregate; $10,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project**.**

c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

d. Insurance shall be maintained for the entire period of the Work including any warranty period. Completed operations insurance shall be maintained after the end of the warranty period for the additional periods specified below:

i. Projects under $1,000,000: one (1) year after the end of the warranty period.

ii. Projects from $1,000,000 - $4,999,999: two (2) years after the end of the warranty period.

iii. Projects from $5,000,000 - $9,999,999: three (3) years after the end of the warranty period.

iv. Projects $10,000,000 and Over: five (5) years after the end of the warranty period.

e. The County of Sonoma, it's Board of Supervisors, and their employees, representatives, consultants, and agents, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of the Contract Documents. Additional insured status shall continue for the periods specified in Section 2.d. above.

f. The additional insured endorsement for completed operations shall not be restricted to work performed during the current policy period.

g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

h. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

i. The policy shall not exclude injury or damage caused by, or resulting from, explosion, collapse and/or underground hazards.

j. The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

k. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.

l. The policy shall cover inter-insured suits between Contractor and the additional insureds and shall include a "separation of insureds" or "severability" clause which treats each insured separately.

m. *Required Evidence of Insurance*:

i. Additional insured endorsements or policy language granting additional insured status;

ii. Endorsement or policy language indicating that insurance is primary and non-contributory;

and,

iii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limits:

i. Projects under $1,000,000: $1,000,000 combined single limit per accident.

ii. Projects $1,000,000 and Over: $2,000,000 combined single limit per accident.

b. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.

c. Insurance shall cover all owned, hired and non-owned vehicles.

d. The County of Sonoma, its Board of Supervisors, and their employees, representatives, consultants, and agents shall qualify as insureds.

e. Insurance shall be maintained for the entire term of this Contract, including any warranty period.

f. *Required Evidence of Insurance*:

i. Endorsement or policy language indicating that County, its Board of Supervisors, and their employees, representatives, consultants, and agents, are insureds; and,

ii. Certificate of Insurance.

4. Professional Liability/Errors & Omissions Insurance

(Required if the Contractor or its employees engage in design or professional activities (architecture, engineering or surveying) which are not subcontracted out).

a. Minimum Limit: $1,000,000 per claim or per occurrence.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Insurance applicable to the work performed under the Contract shall be continued for two (2) years after completion of the work. Such continuation insurance may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Contract.

e. *Required Evidence of Insurance*: Certificate of Insurance.

5. Increase of Minimum Limits

Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County.

6. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

7. Documentation

a. The Certificate of Insurance shall include the following reference: **Project 6601KK, Santa Rosa Vets Roofing & ADA**

b. Contractor agrees to maintain current Evidence of Insurance on file with County for the periods specified above in Sections 1-5. Any requirement to maintain insurance after Final Completion of the Work, including providing Certificates evidencing required Insurance, shall survive the Contract.

c. Required Evidence of Insurance shall be submitted to General Services, Facilities Development & Management, 2300 County Center Drive, Suite A220, Santa Rosa, CA 95403.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Material Breach

If Contractor fails to maintain Insurance which is required pursuant to the Contract Documents, it shall be deemed a material breach. County, at its sole option, may terminate the Contract for default and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required Insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County under the Contract Documents or Law.

II. Subcontractors - Required Insurance

With respect to their portion of the work, subcontractors of all tiers shall maintain the same insurance required to be maintained by contractor with limits as follows:

1. Minimum General Liability Limits for *Framing, Mechanical, and Electrical Subcontractors*:

a. Projects under $1,000,000: 1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

b. Projects $1,000,000 and Over: $2,000,000 per Occurrence; $4,000,000 General Aggregate; $4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

2. Minimum General Liability Limits for all *Subcontractors other than Framing, Mechanical, and Electrical Subcontractors*: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

3. Minimum Automobile Liability Limits: $1,000,000 combined single limit per accident.

4. Minimum Employers Liability Limits: $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

5. Professional Liability/Errors & Omissions Insurance *(Required for any architect, engineer, surveyor or other licensed professional engaged by Contractor to perform portions of the Work)*

a. Minimum Limit: $1,000,000 per claim or per occurrence.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Coverage applicable to the work performed under the Contract shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period

endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Contract.

e. *Required Evidence of Insurance*: Certificate of Insurance.

III. Builders Risk

With respect to Work under this Contract, County shall maintain "All-Risk" Course of Construction insurance as follows:

1. Insured Property shall include: (1) real property in course of construction; (2) building materials and supplies intended to be in or on the completed Work located at the Site, in storage or in transit, and whether or not owned or paid for by County; (3) fixtures and machinery intended to be in or on the completed Work; (4) scaffolding, cribbing, fencing, forms and temporary trailers, while located on the Site, in storage or in transit.

2. The limit of insurance shall be the full contract value.

3. Responsibility for paying deductibles is as follows:

Contract Value or Description	***Contractor's Responsibility for Deductible: Earthquake and Flood***	***Contractor's Responsibility for Deductible: Other Insured Perils***	***County's Responsibility for Deductible***
Full Contract Value under $1,000,000	First $10,000	First $5,000	Balance of Deductible
Full Contract Value: $1,000,000 - $9,999,999	First $20,000	First $10,000	Balance of Deductible
Full Contract Value: $10,000,000 - $19,999,999	First $50,000	First $25,000	Balance of Deductible
Full Contract Value: $20,000,000 and above	First $60,000	First $30,000	Balance of Deductible

4. Contractor and Subcontractors of all tiers shall be additional insureds.

5. **Excluded projects: dams; piers; roads; bridges; wastewater treatment facilities.**

6. **Excluded property: equipment, tools and personal effects belonging to Contractor or Subcontractors of all tiers.**

7. Insured perils: All Risks of Direct Physical Damage or Loss, including flood and, for scheduled locations, earthquake, except as excluded.

8. **Exclusions may include, but are not limited to:**

- **a. Loss due to wear and tear, moths, vermin, termites, insects, latent defects, gradual deterioration, wet or dry rot, rust, corrosion, erosion or normal settling, shrinkage and/or expansion of buildings or foundations.**
- **b. The cost of making good, faulty or defective workmanship, material, construction or design. Damage resulting from such faulty or defective workmanship, material, construction or design is not excluded.**
- **c. Loss resulting from delay in completion of contract or non-compliance with contract conditions.**
- **d. Loss or damage due to contaminants and/or pollutants. However, fire losses arising directly or indirectly from pollutants or contaminants are covered.**
- **e. Loss of use or occupancy or consequential loss.**

f. Liquidated damages and/or penalties for delay or detention in connection with guarantees of performance or efficiency.

g. Loss or damage caused by or resulting from infidelity or dishonesty on the part of any insured or the employees or agents of any insured.

h. Inventory shortage or unexplained disappearance.

8. A copy of County's Course of Construction Insurance, including all policy coverages, conditions and exclusions, shall control in the event of any conflict with the language of these Supplementary Conditions. Upon request, County will provide a Certificate of Property Insurance.

END OF DOCUMENT

DOCUMENT 007373

STATUTORY REQUIREMENTS - APPRENTICESHIP PROGRAM

1.1 Contractor and subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

1.2 Section 1777.5, as amended, requires a contractor or subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;

B. When the number of apprentices in training in the area exceeds a ratio of one to five;

C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or

D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

1.3 Contractor is required to make contributions to funds established for administration of apprenticeship programs if contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

1.4 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF DOCUMENT

DOCUMENT 009113
ADDENDA

SANTA ROSA VETERANS ROOFING & ADA SITE IMPROVEMENTS

(Addenda have been incorporated into the conformed Project Manual.)

END OF DOCUMENT

SECTION 011000

SUMMARY

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:
   1) Summary of Work and Work Restrictions including:
      a. Work Covered By Contract Documents
      b. Bid Alternates and Unit Prices
      c. Work Under Other Contracts
      d. Work Sequence
      e. Hours Of Work And Notification Of Adjacent Residents
      f. Partial Occupancy/Utilization Requirements
      g. Products Ordered in Advance
      h. County-Furnished Products

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Work comprises construction of County's, **Santa Rosa Veterans Building, 1351 Maple Ave, Santa Rosa,** California, including without limitation the construction of **ADA Site Improvements and Roofing work**.

B. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.

C. Cost of maintenance and operation of systems and equipment prior to Final Acceptance will be considered as included in priced Bid and no direct or additional payment will be made to Contractor

1.3 BID ALTERNATES AND UNIT PRICES

A. Alternates: As described in Section 012100 (Alternates)

B Descriptions of Unit Price Items as described in Section 012200 (Unit Prices):

1.4 WORK UNDER OTHER CONTRACTS

A. Contractor shall coordinate with County and any County forces, or other contractors and forces, as required by Document 007200 (General Conditions), paragraph 6.

B. County will contract with other contractors or forces for other work including but not limited to the following:
   1) County's construction crew may perform some work.

1.5 WORK SEQUENCE

A. Construct Work in stages and at times to accommodate County operation requirements during the construction period; coordinate construction schedule and operations with County.
   1) The ADA site improvements are to be constructed in 3 phases since all of the existing ADA parking and entrances to the building cannot be rendered inaccessible at the same time.
      a. The site work along the West of the building will be one phase.
      b. The site work at the South of the building will be one phase
      c. The site work along the East and North sides will be one phase

B. The following portions of the work shall be substantially completed prior to Substantial Completion of all of the Work. Notify County in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request County to issue a Certificate of Substantial Completion for that part of the Work.
   1) NONE

1.6 HOURS OF WORK AND NOTIFICATION OF ADJACENT RESIDENTS

A. Prior to starting construction, the General Services Department will notify adjacent

residents of the proposed construction schedule.

B. Outdoor construction activity, except for emergency situations, will be confined to the hours 7:00 a.m. through 7:00 p.m. on Monday through Friday and, with at least forty-eight (48) hours prior notification to and approval from County's Project Manager, between 9:00 a.m. and 7:00 p.m. on Saturdays to minimize nuisances to local residents. Outdoor construction will not be allowed on Sundays or holidays.

1.7 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

A. Contractor shall allow County to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.

B. Possession, use of Work, and placement and installation of equipment by County shall not in any way evidence the completion of the Work or any part of it.

C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from County occupancy.

D. Make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
   1) Responsibility for operation and maintenance of said equipment shall remain with Contractor.
   2) Make, and County shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
   3) Itemized list noted above shall be basis for commencement of warranty period for equipment.
   4) County shall pay for utility cost arising out of occupancy by County during construction.

E. Use and occupancy by County prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by County.

F. Prior to date of Final Acceptance of the Work by County, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to Defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 007200 (General Conditions).

G. Use by County of Work or part thereof as contemplated by this Section 011000 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by County of any of the conditions thereof.

PART 2 PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE

A. As provided in Section 012000 (Price and Payment Procedures), paragraph 1.5E, and subject to all other provisions of the Contract Documents, County will pay for the following materials and equipment prior to incorporation into the Work:
   1) NONE

2.2 COUNTY-FURNISHED PRODUCTS

A. County-Furnished Products:
   1) NONE

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 012000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:
   1) Description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.2 REFERENCES

A. California Public Contract Code
B. Code of Civil Procedures
C. Government Code

1.3 SCOPE OF WORK

A. Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

1.4 SCOPE OF PAYMENT

A. Contract Sum, as adjusted by Contract Modification, shall be deemed to be full compensation and shall include all costs necessary to complete required Work, including Contractor overhead and profit, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:
   1) Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or prosecution of Bid item (whether lump sum or unit price) until acceptance by County;
   2) All expenses incurred due to suspension, or discontinuance of Work or discontinuance of Bid item (whether lump sum or unit price) as provided in Contract Documents;
   3) Escalation to allow for cost increases between time of Contract Award and completion of Work or completion of Bid item (whether lump sum or unit price).
   4) Any expense incurred by Contractor for any purpose in connection with the performance and completion of said Work, including all incidental Work necessary for completion of the Work.

B. Whenever it is specified herein that Contractor is to do Work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such Work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing Work or furnishing materials is to be included in price Bid, unless it is expressly specified herein, in particular cases, that Work or material is to be paid for as extra Work.

C. No payment shall be made for materials or equipment not yet incorporated into the Work, except as may be specifically approved by County in its sole discretion. Before payment for any such materials and equipment, Contractor must satisfy the following conditions:
   1) The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded warehouse;
   2) Full title to the materials and/or equipment shall vest in County at the time of delivery to the Site, warehouse or other storage location;
   3) Obtain a negotiable warehouse receipt, endorsed over to County for materials and/or equipment stored in an Off Site bonded warehouse. No payment will be made until such endorsed receipts are delivered to County;
   4) Stockpiled materials and/or equipment shall be available for County inspection, but County shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents.

Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;

5) After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, Defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor's expense;
6) At Contractor's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;
7) Contractor's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that County has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which must be satisfactory to County. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided.

1.5 BASIS OF PAYMENT

A. When estimated quantity for specific portion of Work is not indicated or unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
B. When estimated quantity for specific portions of Work is listed in Bid Form, and Bid Item is described in Section 010220 (Unit Prices): As provided in Section 010220.
C. County does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in County's best interests. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of Bid Items.

1.6 PROGRESS PAYMENTS

A. INVOICING FOR THE PROJECT. Invoices for the ADA improvements need to be separate from the roofing invoicing. The reason for this is the funds to pay for the ADA improvements will be a different source than the roofing funds.
B. County's Project Manager and Architect are authorized to approve progress payments in conformance with Contract Documents and the Auditor/Controller of the County of Sonoma is authorized to process such payments upon their submission by the General Services Department.
C. Progress payments will be made monthly.
D. Schedule of Values:
   1) Not later than the time described in Document 007200 (General Conditions) paragraph 11.1.B, Contractor shall submit a preliminary, detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the breakdown shall show a separate line item for each subcontract. Furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Work activity, which cumulative sum equals the total Contract Sum. The format and detail of the breakdown shall be as directed by County to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents. Once approved by County, this breakdown shall be referred to as the Schedule of Values.
   2) Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly

identified in a Bid item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum.

3) County will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, reasonable cost allocations for the Work items listed. Upon favorable review by County, County will accept this Schedule of Values for use. County shall be the sole judge of reasonable cost allocations.
4) County will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to County.

E. Application for Payment:
1) On or before the twentieth (20th) Day of each month, Contractor shall submit to County three (3) copies of an Application for Payment for the cost of the Work put in place during the period from the fifteenth (15th) Day of the previous month to the fifteenth (15th) Day of the current month, along with one (1) copy of County-approved updated Schedule. Such Applications for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices (or Bid item prices if unit price of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. If necessary, County and Contractor will meet to reconcile any differences. If Contractor is late submitting it's Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.
2) Applications for Payment may include, but are not necessarily limited to the following:
   a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same;
3) At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Contractor has fulfilled all scheduling requirements of Document 007200 (General Conditions) and Section 013200 (Construction Progress Documentation), including updates and revisions. A responsible officer of Contractor shall execute the certification.
4) No progress or initial payment will be processed prior to County receiving all requested, acceptable schedule update information. Failure to submit a Progress Schedule update complying with Section 013200 justifies denying the entire Application for Payment.
5) Each Application for Payment shall list each Change Order executed prior to date of submission, including the Change Order Number, and a description of the Work activities, consistent with the descriptions of original Work activities.
6) If County requires substantiating data, submit information requested by County, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Submit one (1) copy of substantiating data and cover letter for each copy of Application for Payment submitted.

F. Progress Payments:
1) County will review Contractor's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, County will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.

2) Each Application for Payment may be reviewed by County and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by County pursuant to the Schedule of Values prepared in accordance with paragraph 1.6A of this Section 012000.
3) If it is determined that the Application for Payment is not proper and suitable for payment, County will return it to Contractor as soon as practicable, but no later than seven (7) Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper. If County determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then County may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to one hundred fifty percent (150%) of the disputed amount from the progress payment.
4) Pursuant to Public Contract Code Section 20104.50, if County fails to make any progress payment within thirty (30) Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, County shall pay interest to Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The thirty (30) Day period shall be reduced by the number of Days by which County exceeds the seven (7) Day return requirement set forth herein.
5) As soon as practicable after approval of each Application for Payment for progress payments, County will pay to Contractor in manner provided by law, an amount equal to ninety-five percent (95%) of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents and/or Bidding Documents, provided that payments may at any time be withheld if, in judgment of County, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
6) Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. County also may elect in its sole discretion to pay progress payments by joint check to Contractor and each Subcontractor having an interest in that progress payment in such amount.
7) County reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of County, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.
8) Granting of progress payment or payments by County, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory Work or material, though unsatisfactory character of Work or material may have been apparent or detected at time payment was made.
9) When County shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by County from amount of next succeeding progress payment or from any other moneys due or that may become due Contractor under Contract. If, on completion or termination of Contract, such moneys due Contractor are found insufficient to cover County's charges against it, County shall have right to recover balance from Contractor or Sureties.

1.7 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

A. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

1) At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and County which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
2) Alternatively, Contractor may request and County shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for in this Section 012000 for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from County, pursuant to the terms of this Section 012000.
3) Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
4) Contractor shall enter into escrow agreement with Controller according to Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
5) If Contractor elects to receive interest on moneys withheld in retention by County, it shall, at the request of any Subcontractor performing more than five percent of Contractor's total bid, make that option available to the Subcontractor regarding any moneys withheld in retention by Contractor from the Subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by County, then the Subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the Subcontractor by Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If Contractor elects to substitute securities in lieu of retention, then, by mutual consent of Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by Contractor. Contractor may not require any Subcontractor to waive any provision of this paragraph.
6) Public Contract Code Section 22300 is hereby incorporated in full by this reference.

1.8 FINAL PAYMENT

A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents, Contractor maintenance after Final Acceptance and issuance of Final Inspection report, County will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.
B. Prior progress payments shall be subject to correction in the final payment. County's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor.
C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 006400 (Affidavit of Release of Liens Form).

1.9 EFFECT OF PAYMENT

A. Payment will be made by County, based on County's observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that County has:
   1) Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
   2) Reviewed construction means, methods, techniques, sequences, or procedures;
   3) Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by County to substantiate Contractor's right to payment; or
   4) Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:
   1) Description of general procedural requirements for clarifications, alterations, modifications, and extras.

1.2 GENERAL

A. Any change in scope of Work or deviation from Contract Documents including, without limitation, extra Work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.
B. Only Contractor or County may initiate changes in scope of Work or deviation from Contract Documents.
   1) Contractor may initiate changes by submitting RFIs.
      a. RFIs shall be submitted to seek clarification of or to request changes in the Contract Documents.
      b. RFIs related to concealed or unknown conditions shall be submitted in accordance with Document 007200 (General Conditions).
      c. RFIs related to hazardous waste conditions shall be submitted in accordance with Document 007200 (General Conditions).
   2) Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration, regardless of the number of RFIs submitted. Contractor shall be responsible for both County and its Architect's, Engineer's, and Consultant's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by County; at County's discretion, such costs may be deducted from progress payments or final payment.
   3) County may seek to clarify Contract Documents provisions by issuing Architect's Supplemental Instruction (ASI). If Contractor disagrees with ASI or believes that complying with ASI entitles it to changes in the Work or Contract Time, Contractor shall notify County in writing by submitting an RFI within ten (10) Days of receipt of the ASI.
   4) County may initiate changes in the Work or Contract Time by issuing RFPs to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
   5) County may also, by Construction Change Directive ("CCD"), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order.
C. RFIs will be submitted via the construction management software called EADOC. Please see 007300 Supplementary Conditions item 1.2 for further information. ASIs and CCDs will also be documented within EADOC.

1.3 PROCEDURES

A. Cost Proposal and Procedures: Whenever Contractor is required in this Section 012600 to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to County for consideration a Cost Proposal using the form attached to this Section 012600. All Cost Proposals must contain a complete breakdown of costs of credits, deducts, and extras; itemizing materials, labor, taxes, overhead and profit; plus cost of bonds and insurance. The cost of bonds and insurance shall not be more than 2% of the total cost of materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated.

Individual entries on the Cost Proposal form shall be determined as provided in paragraphs 1.4 and 1.5 of this Section 012600. After receipt of a Cost Proposal with a detailed breakdown, County will act promptly thereon.

1) If County accepts a Cost Proposal, County will prepare Change Order for County and Contractor signatures.
2) If Cost Proposal is not acceptable to County because it does not agree with cost and/or time included in Cost Proposal, County will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Section 012600, Contractor shall have seven (7) Days in which to respond to County with a revised Cost Proposal.
3) When necessity to proceed with a change does not allow County sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), County may issue CCD ordering Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.

B. RFI Procedures: Whenever Contractor requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor, Contractor may prepare and deliver an RFI to County. Contractor shall use RFI format provided by County. Contractor must submit time critical RFIs at least thirty (30) Days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
   1) County will respond within ten (10) Days from receipt of RFI with a written response to Contractor. Additionally, County may return RFI to Contractor requesting additional information from Contractor should original RFI be inadequate in describing condition. Contractor shall distribute response to all appropriate Subcontractors.
   2) If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.
   3) If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the number .1 indicating if it is a follow-up RFI) to County clarifying original RFI.
   4) If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify County in writing within seven (7) Days after receiving the response. If County disagrees with Contractor, then Contractor shall proceed with the work identified and may give notice of intent to submit a Claim as described in Article 12 of Document 007200 (General Conditions), and submit its Claim within thirty (30) Days of County's response. If County agrees with Contractor, then Contractor must submit a Cost Proposal within twenty-one (21) Days of date of County's response as described in article 1.3.A above. Contractor's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.

C. Supplemental Instruction: County may issue Supplemental Instruction to Contractor.
   1) If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then the Supplemental Instruction shall be executed without a Change Order.
   2) If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall follow the procedure described in paragraph 1.3.B.4.

D. Construction Change Directives: If at any time County believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, County may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to County's CCD within seven (7) Days.

1) Contractor's response must be any one of following:
   a. Provide written response to County, accepting County's response, time, and cost.
   b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by the number .1, .2, .3, etc. for each revision), if County so requests.
   c. Give notice of intent to submit a Claim as described in Article 12 of Document 007200 (General Conditions).
2) If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
   a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
   b. Unit prices stated in the Contract Documents or subsequently agreed upon.
   c. Force Account.
   d. Cost to be determined in a manner agreed.
   e. Lump Sum.
3) Contractor's written agreement to a CCD shall be recorded in a Change Order.
4) If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by County on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Contractor may file a Claim per Article 12 of Document 007200 (General Conditions). Contractor shall keep and present, in such form as County may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.4 and 1.5 of this Section 012600.
5) Pending final determination of cost to County, amounts not in dispute may be included in Applications for Payment after a Change Order is executed for the amount not in dispute.

E. County requested RFP: Contractor shall furnish a Cost Proposal within twenty-one (21) Days of County's RFP. Upon approval of RFP, County will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, County may either issue a CCD or decide the issue per Article 12 of Document 007200 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

F. All Changes:
   1) Documentation of Change in Contract Sum and Contract Time:
      a. Contractor shall maintain detailed records of Work performed on a time-and-material basis.
      b. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
      c. Contractor shall, on request, provide additional data to support computations for:
         1) Quantities of products, materials, labor, and equipment
         2) Taxes, insurance, and bonds
         3) Overhead and profit
         4) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any
         5) Credit for deletions from Contract, similarly documented
      d. Contractor shall support each claim for additional costs, and for Work performed on a Force-Account basis, with additional information including:
         1) Credit for deletions from Contract, similarly documented
         2) Origin and date of claim
         3) Dates and times Work was performed and by whom
         4) Time records and wage rates paid
         5) Invoices and receipts for products, materials, equipment, and subcontracts, similarly documented

G. Correlation of Other Items:
   1) Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
   2) Contractor shall revise the Progress Schedules prior to the next monthly pay period.
   3) Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

H. Responses: For all responses for which the Contract Documents, including without limitation this Section 012600, do not provide a specific time period, recipients shall respond within a reasonable time.

1.4 COST DETERMINATION

A. Total cost of extra Work or of Work omitted shall be the sum of labor costs, material costs, equipment rental costs, and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating Cost Proposals, Change Orders or CCDs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against County, its representatives or agents, whether arising from breach of Contract, negligence, or strict liability, unless specifically authorized in the Contract Documents.

B. Overhead and Profit: (Overhead shall be as defined in paragraph 1.8 of this Section 012600)
   1) Overhead and profit on labor for extra Work shall not exceed fifteen percent (15%).
   2) Overhead and profit on materials for extra Work shall not exceed fifteen percent (15%).
   3) Overhead and profit on equipment rental for extra Work shall not exceed fifteen percent (15%).
   4) When extra Work is performed by a first tier Subcontractor, Contractor shall receive a five percent (5%) markup on Subcontractors' total costs of extra Work. First tier Subcontractor's markup on its Work shall not exceed fifteen percent (15%).
   5) When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of five percent (5%) markup on all Subcontractors' total costs of extra Work. First tier Subcontractors and lower tier Subcontractors shall combine markup not to exceed nineteen percent (19%) and shall be divided as mutually agreed.
   6) Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed twenty five percent (25%) of the direct cost, notwithstanding the actual number of Contract tiers.
   7) On proposals covering both increases and decreases in Contract Sum, overhead and profit shall be allowed on the net increase only as determined in this paragraph 1.4. When the net difference is a deduction, no percentage for overhead profit and commission shall be allowed, but rather a deduction shall apply.
   8) The markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, home office overhead, and other items as defined in paragraph 1.8 of this section 012600. No markup will be allowed on taxes, insurance, and bonds.

C. Taxes:
   1) All State sales tax, use tax, and Sonoma County and applicable City sales taxes shall be included.
   2) Federal and Excise tax shall not be included.

D. Owner-Operated Equipment: When owner-operated equipment is used to perform extra Work, Contractor will be paid for operator as follows:
   1) Payment for equipment will be made in accordance with paragraph 1.5C of this Section 012600.
   2) Payment for cost of labor will be made at no more than rates of such labor established by Department of Industrial Relations Prevailing Wage Determination for type of worker and location of Work, whether or not owner-operator is actually

covered by such an agreement.

E. Accord and Satisfaction: Every Change Order shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay, and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order, but must do so expressly in writing delivered concurrently with the executed Change Order, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 007200 (General Conditions) no later than thirty (30) Days of Contractor's first written notice of its intent to reserve rights**.**

1.5 COST BREAKDOWN

A. Labor: Contractor will be paid cost of labor for workers (including forepersons when authorized by County) used in actual and direct performance of extra Work. Labor rate, whether employer is Contractor, Subcontractor or other forces, will be sum of following:
   1) Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
   2) Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in paragraph 1.5.A.1 of this Section 012600, such as taxes and insurance. Labor surcharge shall be and shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

B. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales/use taxes, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
   1) If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to County notwithstanding fact that such discount may not have been taken.
   2) For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
   3) If cost of a material is, in opinion of County, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in paragraph 1.5.B.1 of this Section 012600.

C. Equipment Rental: For Contractor- or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by County. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1) For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by County. The following shall be used in computing rental time of equipment:
   a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be half (½) hour of operation.
   b. When daily rates are listed, less than four hours of operation shall be considered to be half (1/2) Day of operation.
2) For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
   a. County will pay for costs of loading and unloading equipment.
   b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
   c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
   d. County will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
3) Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which County directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and except for County's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four (4) hours for zero (0) to four (4) hours of operation, six (6) hours for four (4) to six (6) hours of operation and eight (8) hours for six (6) to eight (8) hours of operation. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

1.6 FORCE-ACCOUNT WORK

A. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by County. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.4 and 1.5 of this Section 012600.

B. Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when a bilateral agreement on the value of the changed Work cannot be reached. County may approve other uses of Force-Account Work.

C. Whenever any Force-Account Work is in progress, Contractor shall report to County each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day. No claim for compensation for Force-Account Work will be allowed unless report shall have been made. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in a form acceptable to County. Contractor or authorized representative shall complete and sign form each Day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size, type, and identification number of equipment and hours operated; and an indication of all Work performed by specialists.

D. Whenever Force-Account Work is in progress, Contractor shall report to County when seventy-five percent (75%) of the NTE amount has been expended.

E. Force-Account Work shall be paid as extra Work under this Section 012600. Methods of determining payment for Work and materials provided in this paragraph 1.6 shall not apply to performance of Work or furnishings of material that, in judgment of County, may

properly be classified under items for which prices are otherwise established in Contract Documents.

1.7 COUNTY-FURNISHED MATERIALS

A. County reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

1.8 OVERHEAD DEFINED

A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:
   1) Drawings: field drawings, Shop Drawings, etc., including submissions of drawings
   2) Routine field inspection of Work proposed
   3) General Superintendence
   4) General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation as necessary
   5) Computer services
   6) Reproduction services
   7) Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries
   8) Janitorial services
   9) Temporary on-Site facilities, including for any extended periods of Contract Time
      a. Offices
      b. Telephones
      c. Plumbing
      d. Electrical: Power, lighting
      e. Platforms
      f. Fencing, etc.
      g. Water
   10) Home office expenses
   11) Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
   12) Surveying
   13) Estimating
   14) Protection of Work
   15) Handling and disposal fees
   16) Final cleanup
   17) Other incidental Work

1.9 RECORDS AND CERTIFICATION

A. No payment for Force-Account Work shall be made until Contractor submits a Cost Proposal with original invoices substantiating materials and labor charges and all daily reports.

B. County shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for Modification of Contract, including Force-Account Work and CCD Work.

C. Further, County will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Contractor is a joint venture, right of County shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the Article 12 of Document 007200 (General Conditions).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

COST PROPOSAL FORM FOLLOWS ON NEXT PAGE

COST PROPOSAL

Santa Rosa Veterans Roofing & ADA
Project No. 6601KK

County Facilities Development and Management
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403
(707) 565-2550 Phone
(707) 565-3240 Fax

CP Number: _____

Date: _____

In Response To: _____
RFP#, RFI# or ASI#

FROM: _____
_____
_____

TO: Ray Glanton, Project Manager
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403

This Cost Proposal is in response to the above referenced form.

Brief description of change(s):

Number of pages attached: _____

ITEM DESCRIPTION	PRIME CONTR	SUB 1 (NAME)	SUB 2 (NAME)	SUB 3 (NAME)	SUB 4 (NAME)	TOTAL
Material						
Direct Labor Cost						
Equipment						
Other (Specify) Extended Overhead						
Total Cost						
Subcontractor's Overhead and Profit 15% - 19% max						
Contractor's Overhead and Profit 15%						
Subcontractor Total						
O/P to Contractor For Sub-contractor's work at 5%						
Bonds and Insurance 2%						
GRAND TOTAL						
REQUESTED CHANGE IN CONTRACT TIME					**DAYS**	

BY

_____
Contractor

Date_____

_____
Architect

☐ Architect agrees with above proposal.
☐ Architect DOES NOT agree with above proposal. See attached.

Date_____

SECTION 013150

PROJECT MEETINGS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1) Descriptions of the required Project meetings for the Work. These meetings include:
      a. PRECONSTRUCTION CONFERENCE
      b. PERIODIC PROGRESS MEETINGS
      c. SPECIAL MEETINGS

1.2 PRECONSTRUCTION CONFERENCE

A. County will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site).
B. Contractor, its job superintendent, all major Subcontractors, and major suppliers shall attend Preconstruction Conference.
C. Agenda may include, but not be limited to, the following items.
   1) Schedules
   2) Personnel and vehicle permit procedures
   3) Use of premises
   4) Location of Contractor's on-Site facilities
   5) Security
   6) Housekeeping
   7) Submittal and RFI procedures
   8) Inspection and testing procedures, on-Site and off-Site
   9) Utility shutdown procedures
   10) Control and reference point survey procedures
   11) Contractor's Injury and Illness Prevention Program
   12) Contractor's Initial Schedule
   13) Contractor's Schedule of Values
   14) Contractor's Schedule of Submittals
   15) Jurisdictional agency requirements
D. County will distribute copies of meeting notes to attendees. Attendees shall have seven (7) Days to submit comments or additions to meeting notes. Meeting notes will constitute final memorialization of results of Preconstruction Conference.

1.3 PERIODIC PROGRESS MEETINGS

A. County will schedule and administer periodic progress meetings throughout duration of Work. Progress meetings will be held periodically unless otherwise directed by County.
   1) Meetings shall be held at Contractor's on site field office unless otherwise directed by County.
   2) A County Representative will prepare agenda.
   3) County will record and distribute meeting notes to Contractor, who will distribute to those affected by decisions made at meeting. Attendees can either submit comments or additions to meeting notes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Meeting notes, with any comments or additions, will constitute final memorialization of results of meeting.
B. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers as determined by Contractor, County, and others as appropriate to agenda topics for each meeting.
C. Agenda may contain the following items, as appropriate:
   1) Review, revise as necessary, and approve previous meeting notes.
   2) Safety and Security: Review of Work progress since last meeting. Review of Contractor's safety program activities and results, including report on all serious

injury and/or damage accidents.
3) Old Business: Discuss Open Items in previous meeting notes
4) New Business: Discuss new items
5) Review Progress Schedule/Look Ahead: Status of Construction Work Schedule, delivery schedules, adjustments. Submittal, RFI, and Change Order status.
6) Other items affecting progress of Work.

1.4 SPECIAL MEETINGS

A. County or Contractor may call special meetings by notifying all desired participants and County in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.

B. At any time during the progress of Work, County shall have authority to require Contractor attend meeting of any or all of the Subcontractors engaged in Work or in other work, and notice of such meeting shall be duly observed and complied with by Contractor.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 013200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 SUMMARY

A. Perform scheduling of Work under this Contract in accordance with requirements of this Section 013200.
   1) Development of schedule, of the Progress Schedule, monthly payment requests, and Project status reporting requirements of the Contract Documents shall employ scheduling as required in this Section 013200.
   2) Submit schedules and reports as specified in 007200 (General Conditions).

B. Upon Award of Contract, immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.

1.2 GENERAL

A. Progress Schedule shall be based on and incorporate Milestone and completion dates specified in Contract Documents.

B. Overall time of completion and time of completion for each Milestone shown on Progress Schedule shall adhere to times in Document 005213 (Agreement Form - Stipulated Sum), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by County. A Change Order shall formalize any such agreement.
   1) County is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the Contract Time.
   2) Contractor is not entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Time.

C. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. County's acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon County, or act to relieve Contractor of its responsibility for means and methods of construction.

E. Transmit each item under form approved by County or following Section 013300.
   1) Identify Project with County Contract number, and name of Contractor.
   2) Provide space for Contractor's approval stamp and County's review stamps.
   3) Submittals received from sources other than Contractor will be returned to Contractor without County's review.

F. Include adverse weather contingency described in Document 007200 (General Conditions) and in Document 007300 (Supplementary Conditions) as the last activity in the Progress Schedule. If adverse weather Day(s) are granted by County, deduct the number of Day(s) from the weather contingency and apply those Day(s) to the date(s) the weather delay occurred.
   1) Adverse weather contingency shall be work days, not calendar days.
   2) Any unused adverse weather contingency days shall remain part of the total Contract Time.
   3) If weather related Day(s) are granted, such as wet soil conditions caused by rainfall, the time granted will be a contract time extension, not a reduction to the adverse weather contingency.

1.3 INITIAL AND ORIGINAL PROGRESS SCHEDULE

A. Contractor shall prepare an Initial Schedule for review at the Preconstruction Conference which shall serve as Contractor's schedule for up to fifteen (15) Days after the Notice to Proceed.

B. Initial Schedule must indicate detailed plan for the Work to be completed in first sixty (60) Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond sixty (60) Days in summary form.

C. Contractor shall submit its Original Schedule for review no later than first progress payment. Original Schedule and all updates shall comply with all standards herein.

D. All Schedules shall be time-scaled.

E. County's review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and Milestone requirements).Contractor shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by County. Resubmit Initial Schedule if requested by County.

1.4 SCHEDULE FORMAT AND LEVEL OF DETAIL

A. Each Schedule (Initial, Original, and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:

1) All Contractor, Subcontractor, and assigned Contractor Work shall be shown in a logical Work sequence that demonstrates a coordinated plan of Work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.

2) Activities related to the delivery of Contractor- and County-furnished equipment to be Contractor-installed per Contract shall be shown.

3) Apply the following information to all activities:

a. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site Work).

b. Include Contractor/Subcontractor responsibility to which they pertain to each activity.

c. Time scaled, CPM schedule.

d. No activity on schedule shall have duration longer than fifteen (15) workdays, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by County.

1) Activity durations shall be total number of actual workdays required to perform that activity.

e. Start and completion dates of all items of Work, their major components, and milestone completion dates, if any. Show critical path in red; show early start, late start, and total float for each activity.

f. County-furnished materials and equipment, if any, identified as separate activities.

g. All facility equipment commissioning activities.

h. Activities for maintaining Project Record Documents.

i. Dependencies (or relationships) between activities.

j. Processing/approval of submittals and shop drawings for all Contract Documents-required material and equipment. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates. See Section 013300 (Submittal Procedures)

1) Include time for submittals, resubmittals, and reviews by County. Coordinate with accepted schedule for submission of shop drawings, samples and other submittals.

2) Contractor shall be responsible for all impacts resulting from resubmittal of shop drawings and submittals.

k. Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.
   1) Include time for fabrication and delivery of manufactured products for Work.
   2) Show dependencies between procurement and construction.
l. Activity description; what Work is to be accomplished and where.
m. Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing Work.
n. Identify activities that constitute the controlling operations or critical path. No more than twenty-five percent (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to ten (10) days.
o. Interface with the work of other contractors, County, and agencies such as, but not limited to, utility companies.
p. Show detailed Subcontractor Work activities.
q. Activity durations shall be in Work days.
r. Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Contractor anticipates critical Work will not be performed.

B. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all Work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.

C. Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Contractor from completing all Work required within the Contract Time.

E. Progress Schedule Submittals
   1) Submit one (1) electronic and two (2) print copies of schedule at each of the following times:
      a. Initial Progress Schedule at the Preconstruction Conference
      b. Original Schedule within twenty (20) Days of the Notice to Proceed date
      c. Adjustments to the Schedule as required
      d. Schedule updates monthly, five (5) Days prior to monthly progress schedule and billing meeting
   2) Contractor shall submit additional schedule reports as may be requested by County.
   3) Electronic files shall be complete copies, including all programs and electronic coding.

1.5 MONTHLY SCHEDULE UPDATE SUBMITTALS

A. Following acceptance of Contractor's Initial Schedule, Contractor shall monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities. Schedule update submittals shall be submitted with each Contractor application for payment.
   1) Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.
   2) Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed, and Contractor warrants the accuracy of as-built information as shown.

B. Schedule update submittals are due with each monthly progress payment application.

1.6 SCHEDULE REVISIONS

A. With each Schedule update identify clearly any revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Clearly show and discuss any changes in the critical path.

B. Schedule revisions shall not be incorporated into any schedule update until County has reviewed the revisions. County may request further information and justification for schedule revisions and, within three (3) Days, Contractor shall provide County with a

complete written narrative response to County's request.

C. If County does not accept Contractor's revision, and Contractor disagrees with County's position, Contractor has seven (7) Days from receipt of County's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven (7) Days of County's written rejection of a schedule revision shall be contractually interpreted as acceptance of County's position, and Contractor waives its rights to subsequently dispute or file a claim regarding County's position. If Contractor files a timely response as provided in this paragraph, and the parties are still unable to agree, Contractor's sole right shall be to file a claim as provided in Document 007200 (General Conditions), Article 12.

D. At County's discretion, Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.7 RECOVERY SCHEDULE

A. If a Schedule update shows a Substantial Completion date beyond any Contract Substantial Completion date, or individual Milestone completion dates, County may require Contractor to submit to County within seven (7) Days proposed revisions to recover the lost time. As part of this submittal, provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, provide a schedule diagram comparing the original sequence to the revised sequence of Work. If County reasonably requests, show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man-hour loading assumptions for major Subcontractors. Contractor agrees to take all necessary actions to recover time at no additional cost to County. These actions may include, but are not limited to:
   1) Increase manpower in quantities and crafts necessary;
   2) To the extent allowed by applicable legal requirements, increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or and combination of the foregoing.

B. The revisions shall not be incorporated into any Schedule update until County has reviewed the revisions.

C. If County does not accept Contractor's revisions, County and Contractor shall follow the procedures in paragraphs 1.6B, 1.6C, and 1.6D of this Section 013200.

D. At County's discretion, Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

1.8 TIME EXTENSIONS

A. Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 007200 (General Conditions).

B. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

C. No time will be granted under the Contract Documents for cumulative effect of changes.

D. County will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

E. Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

1.9 WEEKLY SCHEDULE REPORT

A. [PM NOTE: Determine if receiving a three-week look ahead schedule will be necessary for Contractor to provide at each progress meeting. If not, delete this paragraph.]At the Weekly Progress Meeting, described in Section 013150 (Project Meetings), Contractor shall provide and present a time scaled three week look ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 013300

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1) Description of general requirements for Submittals for the Work:
      a. Procedures
      b. Product Data
      c. Shop Drawings
      d. Samples
         1) Design Data
         2) Test Reports
         3) Certificates
         4) Manufacturers' Instructions
         5) Material Safety Data Sheets
      e. Installation, Operation, and Maintenance Manual
      f. Computer Programs
      g. Project Record Documents
   2) PROJECT Delay CAUSED BY Submittal

1.2 PROCEDURES

A. Submit at Contractor's expense the following items ("Submittals") required by the Contract Documents:
   1) Schedule of Submittals
   2) Safety Program
   3) Progress Schedule
   4) Product Data; Shop Drawings; Samples
   5) Storm Water Pollution Prevention Plan
   6) Coordination Drawings
   7) Quality Assurance/Control Data
   8) Machine Inventory Sheets
   9) Installation, Operation, and Maintenance Manual
   10) Computer Programs
   11) Project Record Documents
   12) Other material requested by County

B. Submit these Submittals to County, in accordance with in accordance with the accepted initial and/or Progress Schedule and with such promptness as to cause no delay in Contractor's own work or that of any other County contractor.

C. Transmit each item through County provided construction management software named "EADOC". See 007300 Supplementary Conditions for further information on EADOC. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Organize Submittals by Specification Section. Submittals containing information about more than one Specification Section will be returned for resubmittal. Submittals shall include all information requested by each Specification Section. Incomplete Submittals will be returned not reviewed by County.

D. Begin no fabrication or Work that requires Submittals until County's review does not require resubmittal. Do not extrapolate from Submittals covering similar Work.

E. The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show County the materials and equipment Contractor proposes to provide and to enable County to review the information for the limited purposes specified in this Section 013300. Submittals shall be identified clearly as to material, supplier, pertinent data such

as catalog numbers and the use for which it is intended and otherwise as County may require to enable County to review the Submittal.

F. At the time of each submission, Contractor shall give County specific written notice of all deviations, if any, that the Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the Submittal transmittal form. In addition, Contractor shall cause a specific notation to be made on each Submittal submitted to County for review and approval of each such variation. County reserves the right to reject any product or work provided by Contractor if Contractor fails to provide this written notice of all deviation, even if County and/or Architect approved the Submittal.

G. Submittal coordination and verification is the responsibility of Contractor; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before submitting each Submittal, review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:
   1) All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
   2) All materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
   3) All information relative to Contractor's sole responsibility for means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.

H. Contractor's submission to County of a Submittal shall constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this paragraph 1.2 of this Section 013300, with respect to Contractor's review and approval of that Submittal.

I. Designation of Work "by others" or the like in a Submittal shall not limit Contractor's responsibility under Contract Documents for either the Submittal or any work described therein.

J. After review by County of each Submittal, material will be returned to Contractor with actions defined as follows:
   1) NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
   2) MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.
   3) REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by County.
   4) INCOMPLETE SUBMITTAL - RESUBMIT - A portion of the submitted material does not conform to Drawings and/or Specifications (i.e. information is missing or incorrect). Contractor shall correct prior to subsequent review by County.
   5) REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.
   6) RETAINED FOR A/E AND COUNTY RECORD ONLY - INFORMATIONAL ONLY - No further action is required by Contractor.

K. County reserves the right to deduct monies from payments due Contractor to cover additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if Contractor, at least by second submission, is not complete.
   1) Charge for resubmissions:
      a. One re-examination of Contractor's Submittals that have been returned for correction or replacement will be included in County's budget. Any additional re-examination of Contractor's Submittals will be considered additional scope

services to be paid by Contractor through County. Contractor shall pay County (or County may deduct from any progress or final payment), for County personnel time on an hourly basis at 2.5 times direct payroll expenses, and for consultant (including A/E) personnel time at 1.25 times the amount billed County.

L. Favorable review will not constitute acceptance by County of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from County's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. County's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to provide shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by County, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that County has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.

M. Unless otherwise specified, County's review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

N. Submit complete initial Submittal for those items where required by individual Specification Sections. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named.

O. Copy, conform, and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors, and vendors. Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions

P. After County's review of Submittal, revise as noted and resubmit as required. Identify changes made since previous Submittal.
   1) Normally, Submittals will be processed and returned to Contractor within fourteen (14) Days of receipt

Q. All Submittals shall be number-identified by Contractor, using unique sequential numbers for each submittal.

R. Submission Requirements:
   1) Schedule submission of submittals so as not to delay Work and allow fourteen (14) Days from County receipt of initial Submittal and an additional fourteen (14) Day review period for all subsequent Submittals without delay to Work. Deliver initial Submittals to County at least fourteen (14) Days before dates reviewed Submittals will be needed.
   2) Unless otherwise noted, the following table lists the number of initial Submittals required from Contractor for each type of submission, to whom Contractor shall distribute the information, and County's return of reviewed submissions. If Contractor needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

      Provide two (2) additional copies of each submittal for products and/or systems

included in Section 019100 (Commissioning) for review by the Commissioning Agent if Commissioning is part of the Work.

SUBMITTAL	Contractor Submittal # of Copies/ Prints/ Samples*		A/E Submittal Review Return # of Copies/ Prints/ Samples*	
Items Go To →	County	A/E	County	Contractor
Shop Drawings	2	4	2	1
Product Data	2	4	2	1
Samples	1	3	1	1
MSDSs	1	1	0	0
Installation, Operation, and Maintenance Manual	1	3	2	0
Other Documents	2	4	2	1

*If submittal is an electronic file, only one (1) copy of the file should be submitted.

3) Accompany Submittals with Submittal transmittal form provided by County, containing:
   a. Date, revision date, and Submittal identification number
   b. Project name and County's Contract number
   c. Contractor's name, address, and job number
   d. Specification Section number clearly identified
   e. The quantity of Shop Drawings, Product Data, or Samples submitted
   f. Notification of deviations from Contract Documents
4) Submittal shall include:
   a. Date and revision dates
   b. Revisions, if any, identified
   c. Project Name and Contract number
   d. The names of:
      1) Contractor, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent
   e. Identification of product material by location within the Project
   f. Relation to adjacent structure or materials
   g. Field dimensions, clearly identified as such
   h. Specification Section number and applicable detail reference number and Drawing number
   i. Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI
   j. A blank space, on each Drawing or data sheet, 5" x 4" for the A/E review stamp
   k. Identification of deviations from Contract Documents
   l. Contractor's stamp, initialed or signed, with language certifying the review of Submittals, verification of field measurements, construction criteria, and technical standards in compliance with Contract Documents
   m. MSDS for each item complying with OSHA's Hazard Communication Standard 29 CFR 1910.1200
   n. Other pertinent data

S. Resubmission requirements:
   1) Shop Drawings:
      a. Revise initial Shop Drawings as required and resubmit as specified for initial Submittals.
         Resubmittals require the same amount of time to review as an initial submittal.
      b. Indicate on Shop Drawings any changes that have been made other than those requested by County.
   2) Product Data and Samples:
      a. Submit new Product Data and Samples as required for initial Submittals.

3) Installation, Operation, and Maintenance Manual:
   a. Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.

1.3 PRODUCT DATA

A. Within ten (10) Days after the Notice to Proceed Commencement Date, submit two (2) copies of complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate data by Specification Section.
B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
C. Product or Catalog Data:
   1) Manufacturers' standard drawings shall be modified to delete non-applicable data or include applicable data.
   2) Manufacturers' catalog sheets, brochures, diagrams, schedules, charts, illustrations, and other standard descriptive data:
      a. Mark each copy to identify pertinent materials, products, or models.
      b. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
   3) Material Safety Data Sheets:
      a. In addition to MSDSs otherwise required by the Contract Documents, submit four (4) copy for any products containing a hazardous substance such as paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, sealants, equipment fuel, equipment lubricant, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.
      b. MSDSs must be submitted with Product Data in order for the Submittal to be reviewed.
D. Supplemental Data:
   1) Submit number of copies that Contractor requires, plus two (2) copies that will be retained by County.
   2) Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.
E. Provide copies for Project Record Documents described in Section 017839 (Project Record Documents).

1.4 SHOP DRAWINGS

A. Minimum Sheet Size: 8½ inches by 11 inches. All others: Multiples of 8½ inches by 11 inches, 34 inches by 44 inches maximum.
B. Original sheet or reproducible transparency will be marked with County's review comments and returned to Contractor.
C. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.
D. Include manufacturers' installation instructions when required by Specification Section.
E. If Contractor submits Shop Drawings for items that Shop Drawings are not specified, County will not be obliged to review them.
F. Contractor is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.
G. Shop Drawings shall be drawn to scale and completely dimensioned, showing plan view together with such sectional views as are necessary to clearly show construction detail, materials, and methods.

1.5 SAMPLES

A. Submit full range of manufacturers' standard colors, textures, and patterns for County's selection.
B. Submit Samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate Submittal of different categories for

interfacing Work.

C. Include identification on each Sample, giving full information.
D. Sizes: Unless otherwise specified, provide the following:
   1) Paint Chips: Manufacturers' standard
   2) Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
   3) Linear Products: Minimum 6 inches, maximum 12 inches long
   4) Bulk Products: Minimum 1 pint, maximum 1 gallon
E. Full size Samples may be used in Work upon approval by County.
F. Field Samples and Mock-ups (if applicable):
   1) Erect field Samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.
   2) Modify or make additional field Samples and mock-ups as required to provide appearance and finishes approved by County.
   3) Approved field Samples and mock-ups may be used in Work upon approval by County.
   4) Construct or prepare as many additional Samples as may be required, as directed by County, until desired textures, finishes, and/or colors are obtained.
   5) Accepted Samples and mock-up shall serve as the standard of quality for the various units of Work.
G. No review of a Sample shall constitute a change or modify the requirements in the Contract Documents.
H. Finishes, materials, and workmanship in the completed Work shall match accepted Samples.

1.6 INSTALLATION, OPERATION, AND MAINTENANCE MANUAL

A. Sheet Size: 8½ x 11 inch
B. Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
C. Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching.
D. Multiple Items: Multiple items may be combined into one binder; tab each section with plastic-coated dividers.
E. Page Protectors: Provide plastic sheet lifters prior to first page and following last page.
F. Binder title: Include the following title on front and spine of binder:

[NAME OF PROJECT]
INSTALLATION, OPERATION, AND MAINTENANCE MANUAL, [ENTER DATE]

G. Contents:
   1) Introductory Information:
      a. Title page providing the same information as paragraph 1.6F above
      b. Contractor's name, address, and telephone number
      c. Table of Contents
   2) Contractor shall include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Sections:
      a. Equipment function, normal operating characteristics, limiting operations.
      b. Assembly, disassembly, installation, alignment, adjustment, and checking instructions.
      c. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
      d. Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.
      e. Guide to "troubleshooting."
      f. Parts list and predicted life of parts subject to wear.
      g. Outline, cross-section, and assembly drawings; engineering data; and electrical

diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.

h. Test data and performance curves.
i. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
j. Copies of parts lists or other documents packed with equipment when delivered.
k. Instrumentation or tag numbers relating the equipment back to the Contract Documents.

3) Index

1.7 COMPUTER PROGRAMS

A. When any equipment requires operation by computer programs, Contractor shall submit copy of program on appropriate diskette plus all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows compatible. Contractor shall provide required licenses to County at no additional cost.

1.8 PROJECT RECORD DOCUMENTS

A. Submit Project Record Documents as required by Section 017839 (Project Record Documents).

1.9 PROJECT DELAY CAUSED BY SUBMITTAL DELAY

A. Any Project delay which is caused by Contractor delay in submitting Submittals is considered avoidable delay, and will not be a basis for extension of Contract Time Liquidated damages incurred because of late Submittals will be assessed to Contractor as otherwise provided in Contract Documents.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 014100

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes: regulatory requirements applicable to Contract Documents.

B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

C. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by County before proceeding with the Work.

1.2 REFERENCES TO REGULATORY REQUIREMENTS

A. Codes, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these Specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements. The listing of applicable codes, laws, and regulations for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations, or ordinances having application to the Work. Where conflict among the requirements or with these Specifications occurs, the most stringent requirements shall be used.

B. Conform to referenced codes, laws, ordinances, rules and regulations.

1.3 CODES

A. Codes that apply to Contract Documents include, but are not limited to, the following:
   1) CBC (Part 2, Title 24, CCR, including, without means of limitation, Sections 16A, 102A.23, 308, 420A, 504-506, 904.2.6, 1019 and 1604)
   2) CEC (Part 3, Title 24, CCR)
   3) CMC (Part 4, Title 24, CCR)
   4) CPC (Part 5, Title 24, CCR),
   5) California Energy Code (Part 6, Title 24 CCR)
   6) State Elevator Safety Regulations (Part 7, Title 24, CCR)
   7) California Green Building Standards Code (CALGreen) (Part 11, Title 24, CCR)
   8) UBC
   9) UPC
   10) UMC
   11) NEC

1.4 LAWS, ORDINANCES, RULES, AND REGULATIONS

A. During prosecution of Work to be done under Contract Documents, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:
   1) Federal:
      a. Americans With Disabilities Act of 1990
      b. 29 CFR, Section 1910.1001, Asbestos
      c. 40 CFR, Subpart M, National Emission Standards for Asbestos
      d. Executive Order 11246
      e. Federal Endangered Species Act
      f. Clean Water Act
   2) State of California:
      a. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25

b. California Public Contract Code
c. California Health and Safety Code
d. California Government Code
e. California Labor Code
f. California Civil Code
g. California Code of Civil Procedure
h. CPUC General Order 95, Rules for Overhead Electric Line Construction
i. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
j. Cal/OSHA
k. OSHA: Hazard Communications Standards
l. California Endangered Species Act
m. Water Code
n. Fish and Wildlife Code

3) State of California Agencies:
a. State and Consumer Services Agency
b. Office of Statewide Health Planning and Development
c. Department of Fish and Wildlife
d. Bay Area Air Quality Management District
e. San Francisco Bay Regional Water Quality Control Board
f. North Coast Regional Water Quality Control Board
1) Order No. 93-61
2) Order No. 81-73
3) Clean Water Act Section 401

4) County of Sonoma:
a. Ordinance 3836R
b. Building permit
c. Electrical permit
d. Grading permit
e. Encroachment permit
f. Valley Oak Protection Ordinance
g. Fuel storage tank permit
h. Fire sprinkler system permit
i. Fire alarm system permit
j. Underground fire protection water main and hydrant system permit

5) Local Agencies:
a. Applicable County Ordinances
b. Northern Sonoma County Air Pollution Control District

6) Other Requirements:
a. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.
b. References on Drawings or in Specifications to “code” or “building code” not otherwise identified shall mean the codes specified in this Section 014100, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.

B. Have access to all of the foregoing within 24 hours.

C. Other Applicable Laws, Ordinances and Regulations:
1) Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of federal, state, and local governmental agencies and jurisdictions having authority over the Project.
2) Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.
3) Where such laws, ordinances rules, and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules, and regulations occur subsequent to the time of opening of the

Bids.

D. Change Orders and Claims. The California Public Contract Code (including but not limited to Section 7105(d)(2)) and the California Government Code (Section 930.2 et seq.) apply to all contract procedures for changes, time extensions, change orders (time and money), and claims. Federal law (U.S. v. Holpuch 326 U.S. 234) shall supplement but not supercede California law on these requirements. Any change, alteration, Modifications, waiver, or omission to implement these procedures, shall have no legal effect unless approved in advance in a fully executed Change Order approved by County's Board of Supervisors.

1.5 PRECEDENCE

A. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Drawings and Specifications shall take precedence so long as such increase is legal.

B. Where no requirements are identified on Drawings or in Specifications, comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

C. Conflicts between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.

D. Conflicts between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

1.6 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

A. The California Public Contract Code specifies required provisions on resolving contract claims less than $375,000, which are set forth below, and constitute a part of this Contract.

1) For the purposes of this section, "Claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by County. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 007200 (General Conditions) and be submitted in compliance with all requirements of Document 007200 (General Conditions), paragraph 12. Separate Claims which total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this section.

2) A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.

3) Caution: This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.

B. Procedure:

1) The Claim must be in writing, submitted in compliance with all requirements of Document 007200 (General Conditions), Article 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 007200 (General Conditions), paragraph 12.3. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 007200 (General Conditions), Article 12 or elsewhere in the Contract Documents.

2) For Claims of Fifty Thousand Dollars ($50,000) or less

a. County shall respond in writing within forty-five (45) days of receipt of the Claim, or
b. County may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims County may have against Claimant.
    1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of County and Claimant.
    2) County's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

3) For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to Three Hundred Seventy-Five Dollars ($375,000):
    a. County shall respond in writing within sixty (60) days of receipt of the Claim, or
    b. County may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims County may have against Claimant.
        1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of County and Claimant;
        2) County's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
4) Meet and Confer:
    a. If Claimant disputes County's written response, or County fails to respond within the time prescribed above, Claimant shall notify County, in writing, either within fifteen (15) days of receipt of County's response or within fifteen (15) days of County's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand County will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
    b. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in 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 California 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 Claimant submits its written Claim as set forth in paragraph 1.6.B above, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

1.7 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

A. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents, or assigns shall constitute a material breach of the Contract Documents.

1.8 *CAL/OSHA PERMIT*. OBTAIN, AS APPLICABLE, PERMIT(S) AS REQUIRED BY CAL/OSHA FOR THE FOLLOWING:

A. Construction of trenches or excavations that are five feet or more in depth and into which

a person is required to descend.

B. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).

C. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).

1.9 COUNTY OF SONOMA BUILDING PERMIT(S)

A. County of Sonoma Building Permit. County will obtain the necessary permit from PRMD for the Work under this Contract requiring a permit. A copy of the permit and a copy of the required Inspection Record Card will be furnished to Contractor for posting at the Site.

B. All other permits that may be required, such as deferred submittals (underground fire protection water supply system, fire sprinkler system, fire alarm system, fuel storage and tank, and kitchen exhaust hood systems), electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed by County to the extent specified in Document 007200 (General Conditions).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 014200

REFERENCES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Reference standards, abbreviations, symbols, definitions, and terminology used in Contract Documents.
B. Full titles are given in this Section for standards cited in other Sections of Specifications.
C. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard, shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
D. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Contractor because manufacturers and trades involved are assumed to be familiar with their requirements.

1.2 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES

A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations (including all amendments, changes, errata, addenda, and supplements) in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
    1) When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.
        a. Exception: Comply with issues in effect as listed in governing legal requirements.
B. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code, or of any instruction of any supplier, report it in writing at once by submitting a RFI to County, and do not proceed with the Work affected thereby until consent to do so is given by County.
C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
    1) The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
    2) The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
D. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of County, Contractor, or Architect, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to County, Architect, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
E. Comply with the applicable portions of standards and specifications published by the technical societies, institutions, associations, and governmental agencies referred to in

Specifications.

F. Referenced Grades, Classes, and Types: Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.

G. Jobsite Copies:
   1) Obtain and maintain at the Site copies of reference standards identified on Drawings and in Specifications in order to properly execute the Work.
   2) At a minimum, the following shall be readily available at the Site:
      a. Safety Codes: State of California, Division of Industrial Safety regulations.

H. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

1.3 ABBREVIATIONS

A. Listed hereinafter are the various organizations or references which may appear in the Contract Documents, along with their respective acronyms and/or abbreviations:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AAP	Affirmative Action Program
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Bearing Manufacturers Association
ABPA	American Board Products Association
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AED	Association of Equipment Distributors
AFBMA	Anti-friction Bearing Manufacturers Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute (formerly American Standards Association)
APA	American Plywood Association
ARI	Air-Conditioning and Refrigeration Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWCI	Association of the Wall and Ceiling Industries
AWPA	American Wood-Preservers' Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIL	Basic Insulation Level
CALGreen	California Green Building Standards Code, T-24 Part 11
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	State of California, Department of Transportation
CBC	California Building Code
CCD	Construction Change Directive

CCR	California Code of Regulations
CEC	California Electric Code
CFR	Code of Federal Regulations
CI	Chlorine Institute, Inc.
CISPI	Cast Iron Soil Pipe Institute
CLMFI	Chain Link Fence Manufacturers Institute
CMAA	Crane Manufacturers Association of America, Inc.
CMC	California Mechanical Code
CO	Change Order
COE	United States Army Corps of Engineers
CPC	California Plumbing Code
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U.S. Department of Commerce
CSA	Canadian Standards Association
CTI	Ceramic Tile Institute
DHI	Door and Hardware Institute
DSA	Division of State Architect (formerly known as the Office of the State Architect)
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
ETL	Electrical Testing Laboratories
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
FMRC	Factory Mutual Research Corporation
FS	Federal Specifications
GA	Gypsum Association
HI	Hydraulic Institute
HMMA	Hollow Metal Manufacturer's Association
HPMA	Hardwood Plywood Manufacturers Association
HVAC	Heating, Ventilating and Air Conditioning
I.D.	Identification
IACS	International Annealed Copper Standards
IAPMO	International Association of Plumbing and Mechanical Officials
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronic Engineers, Inc.
IES	Illuminating Engineering Society
ISA	The Instrumentation, Systems, and Automation Society
ISA	Instrumentation Society of America
ISO	International Organization for Standardization
JATC	Joint Apprenticeship Training Committee
JV	Joint Venture
LBE	Local Business Enterprise
M.I.	Middle Initial
M/WBE	Minority and/or Woman-Owned Business Enterprise
MBE	Minority Business Enterprise
MIA	Masonry Institute of America
MIA	Marble Institute of America
MLSFA	Metal Lath/Steel Framing Association
MS	Military Specifications
MSDS	Material Safety Data Sheet
MSS	Manufacturers Standardization Society of the Valve & Fitting Industry
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers

NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electric Manufacturers Association
NESC	National Electrical Safety Code
NFoPA	National Forest Products Association
NFPA	National Fire Protection Association
NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute of Standards and Technology
NOFMA	National Oak Flooring Manufacturers Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NTMA	National Terrazzo & Mosaic Association
NWWDA	National Wood Windows and Doors Association
OSHA	Occupational Safety and Health Administration
OSHPD	Office of Statewide Health Planning and Department
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PG&E	Pacific Gas and Electric Company
PM	Preventive Maintenance
PR	Proposal Request
PRMD	Permits and Resource Management Department, County of Sonoma
PS	Product Standard, U. S. Department of Commerce
RFI	Request for Information
RFP	Request for Proposals
RFS	Request for Substitution
RIS	Redwood Inspection Service
SAE	Society of Automotive Engineers
SDoI	Steel Door Institute
SDeI	Steel Deck Institute
SFM	State of California, Office of State Fire Marshal
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joint Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SSPC	Steel Structures Painting Council
SWI	Steel Window Institute
TCA	Tile Council of America
TIE	Time Impact Evaluation
TMS	The Masonry Society
TPI	Truss Plate Institute Inc.
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters' Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USA	Underground Service Alert
USC	United States Code
WCLIB	West Coast Lumber Inspection Bureau
WHI	Warnock Hersey International
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association
WWPI	Western Wood Preservers Institute

B. Abbreviations in Specifications:

AWG	American Wire Gauge
accord	Accordance
Co.	Company
Corp.	Corporation
cm.	centimeter (centimeters)
cu.	Cubic
Div.	Division
dia.	diameter
ft.	foot (feet)
g./gr.	gram (grams)
gal.	gallon (gallons)
gpd	gallons per Day
gpm	gallons per minute
hr.	hour
kg.	kilogram (kilograms)
in.	inch (inches)
Inc.	Incorporated
km.	kilometer (kilometers)
kVAR	Kilovolts amperes reactive
kW	Kilowatt
l.	liter (liters)
lbs.	pounds
m	meter (meters)
Mfg.	manufacturing
mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
No.	number
o.c.	on centers
O.D.	outside diameter
psi	pounds per square inch
psf	pounds per square foot
sq.	square
T & G	tongue and groove
U.S.	United States
yd.	yard (yards)

C. Abbreviations on Drawings:
   1) Additional abbreviations, used only on Drawings, are indicated thereon.

1.4 SYMBOLS

A. Symbols in Specifications:

:	“shall be” or “shall” - where used within sentences or paragraphs
#1	Number
1#	Pound
&	And
%	Percent
C	Centigrade
F	Fahrenheit
°	Degree
/	per, except where used to combine words; example: power/fuel, and in that case it means and
“	inch (inches)
‘	foot (feet)

@ At

B. Symbols on Drawings:
   1) Symbols, used only on Drawings, are indicated thereon.

1.5 DEFINITIONS

A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.

B. While County has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:
   1) Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.
   2) Agreement Form (Document 005213): This Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between County and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
   3) Alternate: Work added to or deducted from the Base Bid, if accepted by County.
   4) Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.
   5) Approved Equal: Approved in writing by County as being of equivalent quality, utility and appearance.
   6) Architect: The individual (or firm including the individual) holding a valid California State Architect's license designated within the Contract Documents as Architect to provide architectural and/or engineering services on the Project. When Architect is referred to within the Contract Documents and no Architect has in fact been designated, then the matter shall be referred to County. The term Architect shall be construed to include all of Architect's consultants retained for the Project, as well as employees of Architect. When the designated Architect is an employee of County, his or her authorized representatives on the Project will be included under the term Architect, and Architect is the beneficiary of all Contractor obligations to County, including without limitation, all releases and indemnities.
   7) Architect's Supplemental Instruction ("ASI"): A written clarification of Contract Documents issued by Architect that does not result in change in Contract Sum or Contract Time, nor substantially changes Drawings or Specifications. See Section 01250 (Clarification and Modification Procedures).
   8) Asbestos: Any material that contains more than one (1) percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
   9) Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.
   10) Bidder: One who submits a Bid to the County.
   11) Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00010 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
   12) Board: The Board of Supervisors of the County.
   13) Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by County. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
      a. New Year's Day, January 1;
      b. Martin Luther King Jr.'s Birthday, third Monday in January;

c. Lincoln's Birthday, February 12;
d. Presidents' Day, third Monday in February;
e. Memorial Day, last Monday in May;
f. Independence Day, July 4;
g. Labor Day, first Monday in September;
h. Veterans' Day, November 11;
i. Thanksgiving Day, as designated by the President;
j. The Day following Thanksgiving Day;
k. Christmas Day, December 25; and
l. Each day appointed by the Governor of California and formally recognized by the Sonoma County Board of Supervisors as a day of mourning, thanksgiving, or special observance.

14) Change Order: A written instrument prepared by County and signed by County and Contractor, stating their agreement upon all of the following:
    a. a change in the Work;
    b. the amount of the adjustment in the Contract Sum, if any; and
    c. the amount of the adjustment in the Contract Time, if any.
15) Claim: Is defined in Document 007200 (General Conditions).
16) Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
17) Commencement Date: The date on which Contract Time commences to run as provided in the Contract Documents.
18) Construction Change Directive ("CCD"): A written order prepared and signed by County, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
19) Consultant: A consultant is an expert or a professional in a specific field and has a wide knowledge of the subject matter.
20) Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.
    a. General Conditions are general clauses that are common to County Contracts, including Document 007200 (General Conditions).
    b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for these Contract Documents, including Document 007300 (Supplementary Conditions) and Document 007316 (–Insurance Requirements) and Document 007373 (Statutory Requirements – Apprenticeship Program) (if used).
21) Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 005213 (Agreement Form – Stipulated Sum), plus all changes, Addenda, and Modifications thereto.
22) Contract Modification: Either:
    a. a written amendment to Contract signed by Contractor and County; or
    b. a Change Order; or
    c. a Construction Change Directive; or
    d. a written directive for a minor change in the Work issued by County.
23) Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by County to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
24) Contract Time: The number or numbers of Days or the dates stated in the Agreement:
    a. to achieve Substantial Completion of the Work or designated Milestones; and/or
    b. to complete the Work so that it is ready for final payment and is accepted.
25) Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" includes Contractor or its authorized representative.

26) Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
27) County: County of Sonoma
28) County-Furnished, Contractor-Installed: Items furnished by County at its cost for installation by Contractor at its cost under Contract Documents.
29) County's Representative(s): See Document 005213 (Agreement Form – Stipulated Sum).
30) Day: One calendar day of twenty-four (24) hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.
31) Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty or deficient, that does not conform to the Contract Documents, or breaches any express or implied warranty or guaranty, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by County). County is the judge of whether Work is Defective.
32) Disputed Work: As defined in Document 007200 (General Conditions), Article 12.
33) Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
34) Engineer: If used elsewhere in the Contract Documents, "Engineer" shall mean an individual (or firm including the individual) holding a valid California State Architect's or Engineer's license designated within the Contract Documents as Engineer to provide engineering and/or architectural services on the Project. Engineer may be an employee of or an independent consultant to County. When Engineer is referred to within the Contract Documents and no Engineer has in fact been designated, then the matter shall be referred to County. The term Engineer shall be construed to include employees of Engineer and/or employees that Engineer supervises. When Engineer is an employee of County, his or her authorized representatives on the Project will be included under the term Engineer. If Architect is an employee of County, Engineer is the beneficiary of all Contractor obligations to County, including without limitation, all releases and indemnities.
35) Equal: Equal in opinion of County. Burden of proof of equality is responsibility of Contractor.
36) Final Acceptance or Final Completion: County's acceptance of the Work as satisfactorily completed in accordance with Contract Documents, as evidence by County's issuance of Final Inspection Report. Requirements for Final Acceptance/Final Completion include, but are not limited to:
    a. All systems having been tested and accepted as having met requirements of Contract Documents.
    b. All required instructions and training sessions having been given by Contractor.
    c. All Project Record Documents having been submitted by Contractor, reviewed by County, and accepted by County.
    d. All punch list Work, as directed by County, having been completed by Contractor.
    e. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of County.
37) Final Inspection Report: Document issued by County to indicate Final Completion has occurred.
38) Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
39) Guaranty Period: Is defined in Document 006536 (Warranty Form).

40) Initial Schedule: See Section 013200 (Construction Progress Documentation).
41) Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
42) Modification: Same as Contract Modification.
43) Not in Contract: Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
44) Notice of Completion: Shall have the meaning provided in California Civil Code Section 9204, and any successor statute.
45) Notice of Potential Claim: As described in Document 007200 (General Conditions), Article 12.
46) Off Site: Outside geographical location of the Project.
47) Original Schedule: See Section 013200 (Construction Progress Documentation).
48) Partial Utilization: Use by County of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
49) PCBs: Polyclorinated byphenyls.
50) Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 005213 (Agreement Form) or Document 011000 (Summary).
51) Product Data: That information (brochures, catalog sheets, manufacturer's data sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
52) Progress Report: A periodic report submitted by Contractor to County with progress payment invoices accompanying progress schedule. See Section 013200 (Construction Progress Documentation) and Document 007200 (General Conditions).
53) Project: Total construction of which Work performed under Contract Documents may be whole or part.
54) Project Inspector: A person(s) subcontracted to testing and special inspection agency or engaged directly by County to provide general observation of the Work, scheduling requested inspections by Contractor and reporting to County.
55) Project Manager: See County Representative.
56) Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.
57) Project Record Documents: All Project deliverables required under Sections 01700 et seq., including without limitation, as-built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
58) Request for Information ("RFI"): A document prepared by Contractor or County requesting information regarding the Project or Contract Documents as provided in Section 012600 (Contract Modification Procedures). The RFI system is also a means for County to submit Contract Document clarifications or supplements to Contractor.
59) Request for Proposals ("RFP"): A document issued by County to Contractor whereby County may initiate changes in the Work or Contract Time as provided in Contract Documents. See Section 012600 (Contract Modification Procedures).
60) Request for Substitution ("RFS"): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents. See Section 016000 (Product Requirements).
61) RFI-Reply: A document consisting of supplementary details, instructions, or information issued by County that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by County. RFI-Replies will be issued through the RFI administrative system.
62) Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
63) Schedule of Values ("SOV"): The detailed breakdown of Contractor's Bid by scheduled Work items and/or activities, to be used as a basis for Applications of

Payment and as described in Section 012000 (Price and Payment Procedures).

64) Serving Utilities: Is a source or entity that provides utility services; electricity, gas, water, or sewer.
65) Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
66) Site: The particular geographical location of Work performed pursuant to Contract Documents.
67) Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services; and are contained in Divisions 1 through 49.
68) Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and includes Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
69) Submittal: Includes shop drawings, material data, samples produced by Contractor, and other items referenced or described in Section 013300 (Submittal Procedures).
70) Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of County as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of County for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.
71) Superintendent: A construction superintendent is Contractor's representative who is responsible for continuous field supervision, coordination, and completion of the work.
72) Supplemental Instruction ("SI"): See Architect's Supplemental Instruction above.
73) Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
74) Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 005213 (Agreement Form – Stipulated Sum) or Section 011000 (Summary).
75) Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.

C. The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:
   1) Wherever words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of County is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in judgment of County. Words "approved," "acceptable,"

"satisfactory," "favorably reviewed," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by County.

2) Wherever the word "may" or "ought" is used, the action to which it refers is discretionary. Wherever the word "shall" or "will" is used, the action to which it refers is mandatory.
3) By County: Work that will be performed by County or its agents at County's expense.
4) By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by County, other contractors, or other means.
5) Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
6) Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
7) Furnish: Supply only, do not install.
8) Indicated: Shown or noted on the Drawings.
9) Install: Install or apply only, do not furnish.
10) Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 007200 (General Conditions).
11) Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.
12) Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
13) Provide: Furnish and install.
14) Shown: As indicated on Drawings.
15) Specified: As written in Specifications.
16) Testing and special inspection agency: An independent entity engaged by County to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 014500

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Contractor's Quality Control
B. Quality of the Work
C. Inspections and Tests by Governing Authorities
D. Inspections and Tests by Serving Utilities
E. Inspections and Tests by Manufacturer's Representatives
F. Tests and Inspections by County or Independent Testing and Inspection Agency
G. Additional Testing and Inspection

1.2 CONTRACTOR'S QUALITY CONTROL

A. Contractor's Quality Control: Ensure that products, services, workmanship, and Site conditions comply with requirements of Drawings and Specifications by coordinating, supervising, testing, and inspecting the Work and by utilizing only suitably qualified and appropriately audited, licensed, or trained personnel.
B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of Drawings and Specifications, including, by reference, all codes, laws, rules, regulations, and standards. When no quality basis is prescribed, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g., ASTM or ASHRAE), whichever is more stringent.
C. Quality Control Personnel: Employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

1.3 QUALITY OF THE WORK

A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects, and fit for the intended use.
B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements, as shown on or required by Contract Documents.
C. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by County.
D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing Work.
E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Secure County's advanced written consent. Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.
F. Verification of Quality: Work shall be subject to verification of quality by County in accordance with provisions of the Contract Documents.
    1) Cooperate by making Work available for inspection.
    2) Such verification may include mill, plant, shop, or field inspection as required.
    3) Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.

4) Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by County.
5) Applicable provisions of the Contract Documents shall govern Contract Modifications, if any, resulting from such verification activities.

G. Observations by County's Consultants: Periodic and occasional observations of Work in progress will be made by County and County's consultants as deemed necessary to review progress of Work and general conformance with design intent.

H. Limitations on Inspection, Test, and Observation: Neither employment of independent testing and inspection agency nor observations or tests by County and County's consultants shall in any manner relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.

I. County's Acceptance and Rejection of Work: County reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications, or otherwise Defective.

J. Correction of Defective Work: Defective Work shall be modified, replaced, repaired or redone by Contractor at no change in Contract Sum or Contract Time.

K. Acceptance of Defective Work: Acceptance of Defective Work, without specific written acknowledgement and approval of County, shall not relieve Contractor of the obligation to correct such Work.

L. Contract Adjustment for Defective Work: Should County determine that it is not feasible or in County's interest to require Defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between County and Contractor. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of Document 007200 (General Conditions).

M. Non-Responsibility for Defective Work: County and County's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.

N. Responsibility for Defective Work: Contractor shall have full responsibility for all consequences resulting from Defective Work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and County and re-Work, and extra time and costs of all types. Contractor waives excuses for defective work relating to County's prior review of Submittals and/or prior failure to notice Defective Work in place on inspection.

1.4 INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES

A. Regulatory Requirements for Testing and Inspection: Comply with UBC requirements, including specific requirements of the building permit, if any, and all other requirements of governing authorities having jurisdiction.

B. Inspections and Tests by Governing Authorities: Cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely Contractor's responsibility.

1.5 INSPECTIONS AND TESTS BY SERVING UTILITIES

A. Inspections and Tests by Serving Utilities: Cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling, conducting, and paying for such inspections shall be solely Contractor's responsibility.

1.6 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

A. Inspections and Tests by Manufacturer's Representatives: Cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

1.7 TESTS AND INSPECTIONS BY COUNTY OR INDEPENDENT TESTING AND

INSPECTION AGENCY

A. County will conduct or County will select an independent testing and inspection agency or agencies to conduct tests and inspections as indicated on Drawings, in Specifications, and as required by governing authorities having jurisdiction.
B. Responsibility for payment for tests and inspections shall be as indicated in paragraph C and 1.8 below. All time and costs for Contractor's service related to such tests and inspections shall be included in Contract Time and Contract Sum.
C. All additional charges by testing and inspection agencies and governing authorities having jurisdiction shall be deducted from the Contract Sum due to the following:
    1) Contractor's failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
    2) Changes in sources, lots, or suppliers of products after original tests or inspections.
    3) Changes in means, methods, techniques, sequences, and procedures of construction that necessitate additional testing, inspection, and related services.
    4) Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.
    5) Contractor submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.

D. Contractor Responsibilities for Inspections and Tests:
    1) Unless specified otherwise, notify County and testing agency twenty-four (24) hours in advance of expected time of each test and inspection, and for all other operations requiring inspection and testing services, by submitting Contractor's inspection request in writing (or, if County provides a specific form, on that form).
        a. When tests or inspections cannot be performed after such notice, reimburse County for testing and inspection agency personnel and travel expenses incurred due to Contractor's negligence.
        b. For local fire inspections, notify County twenty-four (24) hours in advance of expected time of each test and inspection.
    2) Deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.
    3) Cooperate with testing and inspection agency personnel, County, and County's consultants. Provide access to Work areas and off-Site fabrication and assembly locations, including during weekends and after normal Work hours.
    4) Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle Samples at the Site or at source of products to be tested, and to store and cure test Samples.
    5) Provide, at least fifteen (15) Days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.

1.8 ADDITIONAL TESTING AND INSPECTION

A. If initial tests or inspections made by County or the testing and inspection agency reveal that materials do not comply with Contract Documents, or if County has reasonable doubt that materials do not comply with Contract Documents, additional tests and inspections shall be made as directed.
    1) If additional tests and inspections establish that materials comply with Contract Documents, County shall pay all costs for such tests and inspections.
    2) If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum.
    3) If Work requiring inspection is covered by follow-on or follow-up Work before it is inspected, uncover Work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 014529

TESTING LABORATORY SERVICES
PART 1 GENERAL

3.1 SUMMARY

A. This Section describes testing and inspecting to be coordinated by Contractor and paid for by Owner.
B. Related work:
   1) Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division-1 of these Specifications.
   2) Requirements for testing may be described in various Sections of these Specifications.

3.2 QUALITY ASSURANCE

A. Provide the services of a soil engineer and a testing laboratory approved by the Architect.
B. Upon completion of each test and/or inspection, promptly distribute copies of test or inspection reports to the Architect, to governmental agencies requiring submission of such reports, and to such other persons as directed by the Architect.

3.3 TESTS AND INSPECTIONS BY COUNTY OR INDEPENDENT TESTING AND INSPECTION AGENCY

A. Tests and special inspections to be paid by County include, but are not limited to, the following:
B.

Section	Material Tests
312323.13	Trench backfill
032000	Reinforcing steel for concrete and concrete masonry
033100	Concrete slump and strength

Section	Special Inspection
312323	Trench backfill
032000	Placement of Reinforcing steel for concrete & concrete masonry
042700, 051200 & 055000	Installation of anchor bolts, dowels embedded in concrete & masonry
075000	Installation of roof membrane
033850	Fiber-reinforced Epoxy Composite Material

C. Test and Inspection Reports: After each inspection and test by an independent testing and inspection agency or agencies, one (1) copy of report shall be promptly submitted to County, who will distribute copies to Contractor and any agency having jurisdiction (if required by Code).
   1) Reports shall clearly identify the following:
      a. Date issued.
      b. Project name and number.
      c. Identification of product and Specifications Section in which Work is specified.
      d. Name of inspector.
      e. Date and time of sampling or inspection.
      f. Location in Project where sampling or inspection was conducted.
      g. Type of inspection or test.
      h. Date of test.

i. Results of tests.
j. Comments concerning conformance with Contract Documents and other requirements.

2) Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
3) Samples taken but not tested shall be reported.
4) Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
5) When requested, testing and inspection agency shall provide interpretations of test results.

PART 2 PRODUCTS

3.4 SPECIFIC TESTS AND INSPECTIONS

A. Provide all tests and inspections required by governmental agencies having jurisdiction, required by provisions of the Contract Documents, and such other tests and inspections as are directed by the Architect.
B. Tests include, but are not necessarily limited to, those described in detail in Part 3 of this

PART 3 EXECUTION

3.5 TAKING SPECIMENS

A. Except as may be specifically otherwise approved by the Architect, have the testing laboratory secure and handle all samples and specimens for testing.

3.6 COOPERATION WITH TESTING LABORATORY

A. Contractor shall provide access to the Work at all times and at all locations where the Work is in progress. Contractor shall provide facilities for such access to enable the laboratory to perform its functions properly.

3.7 SOIL INSPECTING AND TESTING

A. Make required inspections and tests including, but not necessarily limited to:
   1) Visually inspect on-site and imported fill and backfill, making such tests and re-tests as are necessary to determine compliance with the Contract requirements and suitability for the proposed purpose;
   2) Make field density tests on samples from in-place material as required;
   3) As pertinent, inspect and test the scarifying and recompacting of cleaned subgrade; inspect the progress of excavating, filling, and grading; make 90% density tests at fills and backfills; and verify compliance with provisions of the Contract documents and governmental agencies having jurisdiction;
   4) Inspect footing trenches and drilled pier holes.
B. Make and distribute necessary reports and certificates.

3.8 CONCRETE INSPECTING AND TESTING

A. Portland cement:
   1) Secure from the cement manufacturer Certificates of Compliance delivered directly to the concrete producer for further delivery directly to the testing laboratory.
   2) Require the Certificates of Compliance to positively identify the cement as to production lot, bin or silo number, dating and routing of shipment, and compliance with the specified standards.
   3) If so required by the Architect, promptly provide such other specific physical and chemical

data as requested.

B. Aggregate:
   1) Provide one test unless character of material changes, material is substituted, or additional test is requested by the Architect.
   2) Sample from conveyor belts or batching gates at the ready-mix plant:
      a. Sieve analysis to determine compliance with specified standards and grading;
      b. Specific gravity test for compliance with specified standards.

C. Laboratory design mix:
   1) After approval of aggregate, and whenever character or source of materials is changed, provide mix design in accordance with ACI 613.
   2) Provide designs for all mixes prepared by a licensed civil engineer.

D. Molded concrete cylinders:
   1) Provide three test cylinders for each 150 cu. yds., or fraction thereof, of each class of concrete of each day's placement.
   2) Test one cylinder at seven days, one at 28 days, and one when so directed.
   3) Report the mix, slump, gage, location of concrete in the structure, and test results.
   4) Take specimens and make tests in accordance with the applicable ASTM standard specifications.

E. Core tests:
   1) Provide only when specifically so directed by the Architect because of low cylinder test results.
   2) Cut from locations directed by the Architect, securing in accordance with ASTM C42, and prepare and test in accordance with ASTM C39.

F. Placement inspections:
   1) On concrete over 2500 psi, provide continuous or other inspection as required by governmental agencies having jurisdiction.
   2) Throughout progress of concrete placement, make slump tests to verify conformance with specified slump.
   3) Using all required personnel and equipment, throughout progress of concrete placement verify that finished concrete surfaces will have the level or slope that is required by the Contract documents.

3.9 CONCRETE REINFORCEMENT INSPECTING AND TESTING

A. Prior to use, test all reinforcement steel bars for compliance with the specified standards.
   1) Material identified by mill tests reports, and certified by the testing laboratory, does not require additional testing.
   2) Require the supplier to furnish mill test reports to the testing laboratory for certification.
   3) Tag identified steel at the supplier's shop.
   4) When steel arrives at the job site without such tags, test it as unidentified steel.

B. Unidentified steel:
   1) Have the testing laboratory select samples consisting of two pieces, each 18" long, of each size.
   2) Have the testing laboratory make one tensile test and one bend test for each 2-1/2 tons or fraction thereof of each size of unidentified steel.

C. Provide continuous inspection for all welding of reinforcement steel.

3.10 REINFORCED CONCRETE UNIT MASONRY

A. Prior to use, test all masonry for compliance with specified standards.
   1) Secure from manufacturer certificates for concrete masonry units.
   2) Provide field test for masonry unit moisture content prior to installation.

B. Provide continuous special inspection or other inspection as required by governmental

agencies having jurisdiction.

3.11 STRUCTURAL STEEL INSPECTING AND TESTING

A. Prior to use, test all structural steel for compliance with the specified standards.
   1) Material identified by mill test reports, and certified by the testing laboratory, does not require additional testing.
   2) Require the supplier to furnish mill test reports to the laboratory for certification.
   3) Tag identified steel at the supplier's shop
   4) When steel arrives at the job site without such tags, test it as unidentified steel.

B. Unidentified steel:
   1) Have testing laboratory make one tensile test and one bend test for each five tons or fraction thereof of each shape and size of unidentified structural steel.

C. Shop welding:
   1) Provide qualified testing laboratory inspector.
   2) On single pass welds, inspect after completion of welding and prior to painting.
   3) On multiple pass welds, and on butt welds with cover pass on the back side, provide continuous inspection.

D. Field welding: Provide continuous inspection by a qualified testing laboratory inspector.

3.12 ROOFING AND WATERPROOFING INSPECTING AND TESTING

A. Prior to start of membrane waterproofing and membrane roofing installation, conduct a job site meeting attended by representatives of the installing subcontractors, the contractor's field superintendent, the testing laboratory inspector, and the Architect, to agree upon procedures to be followed.

B. Prior to start of installation, verify that materials at the job site comply with the specified standards, that the subcontractor is qualified to the extent specified, and that the installing personnel are fully informed as to procedures to be followed.

C. During installation, verify that materials are installed in strict accordance with the manufacturer's recommendations as approved by the Architect.

D. When so directed by the Architect, make test cuts to verify conformance with the specified requirements.

3.13 WAIVER OF INSPECTION AND/OR TESTS

A. Specified inspections and/or tests may be waived only by the specific approval of Architect, and such waivers will be expected to result in credit to County equal to normal cost of such inspection and/or test.

END OF SECTION

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1) Provide and maintain construction facilities and temporary controls as required to perform the Work; relocate as required by the progress of the Work.
   2) Materials for construction facilities and temporary controls shall be suitable for the purposes intended and unless otherwise required by County, may be new or used.
   3) Materials, installation and maintenance of construction facilities and temporary controls shall be in compliance with applicable regulatory requirements.
   4) Maintain construction facilities in sound, neat and clean condition. Remove any graffiti and repair any vandalism to satisfaction of County.
   5) Remove construction facilities and controls, including associated utilities and equipment, when their use is no longer required.
      a. Remove and legally dispose of debris resulting from removal and reconditioning operations.
      b. Restore or recondition, as applicable, areas of the site damaged or disturbed by the use of construction facilities and temporary controls.
   6) Do not attach any temporary facilities and controls to existing finishes or components to remain without written permission from County.

B. Related Sections: The completion of the work described in this Section may require work in or coordination with other sections of these specifications. Contractor and the subcontractor shall be responsible for identifying and including all related work in other Sections of these specifications and/or drawings necessary for a complete installation of the work described in this Section.

1.2 TEMPORARY UTILITIES

A. Electric Power: Contractor may use existing County provided electricity with County's prior approval and provided that the existing service and distribution are suitable for Contractor's loads without causing disruption or interference with County's use. **However, it is anticipated that on the roof that existing power will not be adequate for contractor use.** If Contractor determines existing power is not adequate or suitable for the Work, Contractor shall provide, at no additional cost to County, power service from appropriate Utility source.
   1) Provide lighting and convenience outlets in the temporary structures, if any.
   2) Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.
   3) Provide adequate distribution equipment, wiring, and outlets to provide branch circuits for power and lighting as required.
   4) Provide adequate artificial lighting for work areas when natural lighting and permanent lighting is not available or adequate for performance of Work.

B. Water: Contractor may use existing County provided water with County's prior approval provided existing water system is adequate to the needs of the work without disruption or interference of County's continued use. If existing water system is not adequate or suitable for the Work, Contractor shall arrange with utility service company to provide water for construction and other purposes such as final testing of plumbing and fire suppression systems; pay the costs for water used, sewer and related charges, permit and connection fees, if any.
   1) If necessary, install temporary branch piping with taps located so that water is available throughout the Work by the use of hoses.
   2) Make potable water available for human consumption.
   3) As the work progresses protect existing interior finishes from damage by water.
   4) Water may be available from fire hydrants located near the site. Obtain permission

from the Fire Department to use the hydrants. Make all necessary arrangements with the Water Department, for the necessary installation of meters and payment of water used and related charges.
    a. Install temporary lines from the hydrants to the construction site, if needed.
    b. Pipe crossing traveled roadways shall be buried beneath the roadway and shall comply with all traffic requirements of regulatory agencies.
    c. Remove all temporary lines and related appurtenances upon completion of work and restore all facilities to conditions to conditions prior to construction to the satisfaction of County.

C. Heat and Ventilation: Provide temporary heating or ventilation as required, to maintain environmental conditions to facilitate progress of the Work, to prevent damage to building contents, or as required for worker or building occupant safety and comfort.
    1) Meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to temperature and humidity conditions.
        a. Portable heaters, if used, shall be appropriate for the conditions and use.
    2) Provide temporary forced ventilation of enclosed areas for installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases, and as required to disperse odors and fumes in occupied buildings.
    3) Pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, temporary construction filters, strainers and guards required for the performance of the Work.

D. Sanitary Facilities: Provide and locate temporary sanitary facilities as approved by County.
    1) Maintain in a neat, sanitary condition, with adequate supplies.

E. Telephone: Arrange and pay for telephone service, and pay the costs throughout the duration of the Contract.

F. Fire Protection: Contractor shall meet all fire protection requirements for the Work and if required by the responding firefighting agency shall submit Contractor's plans for fire protection and Fire Department access for firefighting and equipment to County for approval prior to commencing work at the project site.
    1) Provide and maintain fire extinguishers, fire hoses, fire sprinklers, smoke detectors, controls and other equipment for fire protection in all areas of the Work and where materials are stored, in accordance with local and State fire codes and Cal-OSHA, whichever code is more stringent shall govern, and as directed by the Fire Department.
    2) Use fire protection equipment for fire protection only.
    3) Contractor shall maintain fire protection equipment, institute fire protection measures, and direct the prompt removal of unnecessary combustible materials and waste.
        a. Contractor shall be responsible for overseeing correct and safe use of soldering coppers, extension lights, flammable liquids, welding and metal cutting apparatus, wax pots, and other flame tools.
        b. Contractor shall be responsible to perform a walk-through before leaving the Site at the end of each work day to inspect the work areas for fire hazards.
        c. Immediately mitigate all fire hazards.
    4) Take special precautions to minimize fire hazards when it becomes necessary to use stoves, tar pots or other temporary heating devices.
        a. Such devices shall conform to the requirements of the National Fire Code of the NFPA and shall be used only under proper supervision.
        b. Locate such devices so that there are minimum clearances in compliance with manufacturer’s recommendations and regulatory requirements. Do not place within 10 feet of tarpaulins, canvas covers, loose paper or flammable material.
        c. Properly insulate legs of temporary heating devices when it is necessary to place such equipment on combustible platforms.
        d. Do not use heaters burning LP gas.

5) Use special precautions to reduce fire hazard where electric or gas welding or cutting work is done. Provide and maintain suitable fire extinguishing equipment near such welding operations.
6) Store paints, varnishes, volatile oils, and similar combustible materials in a non-combustible storage building having good ventilation and containing no other material, or in metal lockers or metal boxes with self-closing covers. Store gasoline and other volatile flammable liquids in metal barrels well away from structure or other combustible materials.
    a. No storage of chemicals, solvents, paints, or other flammable materials will be allowed in the building.

1.3 CONSTRUCTION AIDS

A. Plant and Equipment: Furnish, operate, and maintain in safe and efficient operating condition a complete plant for fabricating, handling, conveying, applying, installing and erecting materials and equipment; and conveying systems for transporting workers.
    1) Include construction elevators, hoists, debris chutes and other equipment, tools and appliances necessary for performance of the Work.
B. Construction Staging Areas: Construction staging shall be restricted to the areas approved by County in writing. Contractor shall provide adequate measures including fencing and lighting if necessary to secure the staging and storage areas.

1.4 BARRIERS AND ENCLOSURES

A. General: Provide and maintain temporary barriers and enclosures at the site.
    1) Provide as required to protect the Work and existing facilities from the elements.
    2) Protect adjacent construction, improvements and persons from damage or injury from demolition and construction operations.
    3) Prevent unauthorized entry to construction areas.
    4) Protect vehicular and pedestrian traffic from injury or damage from Contractor's operations.
    5) Provide 8-foot high commercial grade chain link fence around construction site. Clamp and bolt fence sections together.
        a. Equip with vehicular gates with vandal-resistant locks, all keyed alike.
B. Public Thoroughfare: Except as indicated or otherwise approved, construction operations shall not occupy public sidewalks except where pedestrian protection is provided in accordance with the requirements of the Building Code and the regulations of public authorities having jurisdiction and as required by County.
    1) Maintain and modify existing pedestrian walkways as required to conform with state and local Codes and Standards and shall comply with Americans with Disability Act (ADA) requirements for width, ramps, handrails, and access. Contractor shall clean any graffiti on barricade on a daily basis. Public thoroughfares shall be maintained free of debris and other construction material.
    2) Maintain at least one accessible path of travel around the construction site for persons with disabilities that conforms with the requirements of the State of California Title 24, Part 2 Accessibility Standards and the ADA.
    3) When Work is to be performed over an active public thoroughfare such as a sidewalk or building entrance, close thoroughfare if possible and approve by County, or take other precautions such as installing screens or barricades.
        a. When the exposure to heavy falling objects may exist, such as during the erection of building walls or during demolition, provide special protection of the type detailed in 29 CFR 1910/1926 and as required by Cal-OSHA.
    4) Furnish, erect, and maintain all necessary safeguards for safety and protection of the public. Such safeguards shall include signs, barricades, lighting, fencing, railing, bridging, and flaggers, which conform to the requirements of state and local Codes and Ordinances.
        a. Provide solid continuous bottom rail such as 2-by-4s or other material of high contrast attached to the base of barricade and fencing systems to direct blind pedestrians through a temporary path-of-travel.

b. Provide proper barricades and temporary curb ramps at all closed crosswalks and curb ramps.

5) Provide 45-degree-beveled smooth, non-tripping transitions at all path-of travel height changes over 1/4 in.

C. Potential Hazards: Storing, positioning or use of equipment, tools, materials, scraps, and trash in a manner that could present a hazard to the public or building by its accidental shifting, ignition, fumes, or other hazardous qualities is prohibited.

D. Remove barriers and enclosures upon completion of the Work, in accordance with applicable regulatory requirements and to the satisfaction of County.

1.5 TREE AND PLANT PROTECTION

A. Root protection: No storage of materials or equipment will be allowed within the Dripline. Whenever possible, excavation shall be on a radial line, diverging from the tree trunk.

B. Where construction is to be performed in the vicinity of trees and shrubbery, the Work shall be carried on in a manner that will not cause damage. Trees and shrubbery that are to remain, shall be protected from injury or damage resulting from Contractor's operations as indicated in the drawings.

1.6 GENERAL PROTECTION

A. Summary:

1) Protect installed Work and provide special protection where specified in individual specification Sections.

2) Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.

3) Provide protective coverings at walls, projections, jambs, sills, and soffits of openings as required by the Work.

4) Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

5) Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

6) Prohibit traffic from landscaped areas.

1.7 ENVIRONMENTAL CONTROLS

A. General

1) Contractor shall comply with all rules, regulations, ordinances and statutes that apply to any work performed under Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017. Contractor shall be responsible for insuring that Contractor's employees, subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

B. Dust Control and Disposal of Surplus Soils

1) Water or other dust palliative shall be sprayed on stockpiles of soil, unpaved construction and staging areas during construction to control dust, as needed, or required by County's Project Manager.

2) All surplus soils that cannot be used on the Site will be disposed of at an acceptable disposal site at no additional cost to County. If any areas outside the Site are used for disposal or stockpiling of soil or other materials, Contractor will obtain all the required permits, including, if applicable, a grading permit. Contractor will notify the California Department of Fish and Game of the intent to use the site, and the Sonoma County Permit and Resource Management Department to determine if a grading permit is required. Contractor will provide evidence to County's Project Manager that the site does not affect wetlands under the jurisdiction of the Army Corps of Engineers, or that the site has the appropriate permit from the Army Corps of Engineers.

3) Surplus concrete, rubble or pavement will be taken to a permitted concrete and/or

asphalt recycling facility.

4) Trucks hauling soil, sand, and other loose materials over public roads will cover the loads, or will keep the loads at least two (2) feet below the level of the sides of the container, or will wet the load sufficiently to prevent dust emissions.
5) Paved roads and streets will be swept as needed, or required by County's Project Manager, to remove soil that has been carried onto them from the Site.
6) Traffic speeds on unpaved areas shall not exceed fifteen (15) mph, signs to be posted ensuring all drivers in the construction area are aware of this speed limit.

C. Emergency Access
1) Contractor to maintain emergency vehicle access to existing areas of the site that require access through and/or have been altered due to site work phasing.

1.8 TEMPORARY CONTROLS

A. General:
1) Contractor shall exercise all special controls necessary to control dust, water, and pollution as required by the project conditions, Legal Requirements, or when directed by **County's Project Manager**. The cost of special controls required shall be included in the Contract Sum and shall not create additional costs to County.
2) Contractor shall not begin any demolition operations until all temporary dust curtains are in place and approved by **County's Project Manager**. The dust partitions shall be maintained until after all sanding, painting or other operations which produce dust or fumes are completed. Dust protection will extend from floor to ceiling.
3) Contractor shall assume all the liability for claims related to dust or wind-blown materials attributable to its work. Special dust control measures shall be taken to keep dust from automobiles parked in the vicinity of the construction site.

B. Dust Control:
1) Perform the Work in a manner to minimize the generation of dust and dirt, to prevent dust and dirt from interfering with the progress of the Work, and to keep dust and dirt from accumulating in Work areas and adjacent areas.
   a. Water down the Work site at least three times daily or more frequently as required by County.
   b. Provide continuous water misting using as fine a spray/mist as possible during earthwork, off-hauling and dirt moving activity.
   c. Perform wet sweeping/vacuuming of the asphalt surfaces of all residual dirt and debris from immediately adjoining streets used for site access as required at the following minimum frequencies:
      1) During the initial mobilization period, once daily in the afternoon
      2) During all excavation and dirt moving activities, two times daily and once at the end of the work day
      3) After excavation and dirt moving activities until Project Completion, once weekly or more frequently as required by County
   d. Wet/vacuum sweeper equipment shall have sufficient suction so as to ensure that while sweeping, dust and dirt is not blown towards neighboring businesses or residences.
   e. Minimize the amount of excavated or demolished materials at the Work site. Stockpiled excavated material is prohibited at the Work site unless specifically authorized in writing by County.
   f. If excavated material is allowed to be stockpiled, cover all such material with 10 mil HDPE plastic at all times.
   g. Replace ground cover in disturbed areas as soon as possible.
   h. Enclose, cover, water, or apply soil binders to exposed stockpiles.
   i. Cover stockpiled imported backfill or other dust-generating soil materials with tarps at all times.
   j. Limit dust emissions during periods of high winds (greater than fifteen (15) miles per hour). Suspend all excavation and dirt moving activities if winds exceed 25 mph.

k. Trucks and trailers used to transport excavated material shall be suitably constructed, covered, and equipped to prevent spillage of loaded materials on public streets and highways.
l. Hauling trucks carrying excavated material shall be loaded so that the material does not extend above the walls or back of the truck bed. The loaded material shall be wetted and tightly covered before the trucks leave the loading area.
m. Vehicle travel speed shall be limited to 15 mph for all vehicles operating within the construction site. Limit equipment speed to ten (10) miles per hour in unpaved areas. Refer to Section 01571 for truck access requirements.

C. Pollution: Comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of construction and disposal operations.
1) No burning of refuse, debris or other materials shall occur on or in the vicinity of the Project site.
2) Prevent toxic concentrations of chemicals.
3) Provide methods, means and facilities to prevent contamination of soil, water and atmosphere by the discharge of noxious substances from demolition and construction operations.
4) Remove and legally dispose of soil contaminated by the performance of the Work, and replace with good soil at no expense to County.
5) Provide systems for control of atmospheric pollutants.
6) Prevent harmful dispersal of pollutants into the atmosphere.
7) Maintain and operate construction equipment to minimize exhaust emissions of particulate and other pollutants.
a. Ensure that idling time for all heavy equipment is minimized to reduce on-Site emissions. Prohibit idling motors when equipment is not in use or when trucks are waiting in queues.
b. Maintain equipment in good mechanical condition. Implement specific maintenance programs to reduce emissions from equipment that would be in frequent use for much of the demolition and construction periods.

D. Noise and Vibration Control: Conform with night and weekend construction work and general construction noise control requirements of local Codes and Ordinances and as described in the General Conditions / Supplemental Conditions.
1) Noise and Vibration Control
a. Contractor shall comply with any and all noise related ordinances and restrictions that apply to the location of the Work.
b. Secure written permission from County Representative at least three (3) working days prior to using noisy and vibratory equipment; such as, jackhammers, concrete saws, impact tools, and high frequency electrical equipment. This type of noisy and vibratory work will not be allowed in occupied buildings between the hours of 7:00 A.M. and 6:00 P.M., Monday through Friday. Refer to Section 01100 (Summary) for further restrictions, if any.
c. All internal combustion engines, equipment and impact tools used on the Site shall be operated with exhaust (and intake where applicable) mufflers that meet the requirements of the State Public Resources Code, and, where applicable, the Vehicle Code.
d. No equipment used on the Site shall produce noise levels in excess of the following limits in Db(A) at a distance of 50 feet from the equipment under test:
1) Earthmoving Equipment

(a) Front loader	-	79
(b) Backhoes	-	85
(c) Dozers	-	80
(d) Tractors	-	80
(e) Scrapers	-	88
(f) Graders	-	85
(g) Truck	-	91
(h) Paver	-	89

2) Materials Handling Equipment
   (a) Concrete Mixer - 85
   (b) Concrete Pump - 82
   (c) Crane - 83
   (d) Derrick - 88
3) Stationary Equipment
   (a) Pumps - 76
   (b) Generators - 78
   (c) Compressors - 81
4) Impact Equipment
   (a) Pile Drivers - 101
   (b) Jack Hammers - 88
   (c) Rock Drills - 98
   (d) Pneumatic Tools - 86
5) Other Equipment
   (a) Saws - 78
   (b) Vibrators - 76

2) Idling diesel engines shall be turned off.

E. Water Control:
   1) In the event that site excavations encounter groundwater that must be removed, Contractor shall obtain a de-watering permit from the North Coast Regional Water Quality Control Board, and shall follow the requirements or conditions of that permit.
   2) Provide and operate existing dewatering system and pumping equipment. Continue operations and provide all additional dewatering measures as needed to maintain excavations free from standing water.
   3) Provide proper site drainage to protect excavations and adjoining structures and improvements from damage.
   4) Pretreat all dewatered groundwater using settling tanks and, as necessary, oil/water separators and other systems as approved by County and City prior to discharge into City sewer system.
      a. Contractor shall conform to the requirements for handling groundwater and obtain and pay for all permits required for disposal into City sewer system as described in the General Conditions / Supplemental Conditions.
      b. Discharge groundwater at locations approved by County.
      c. Do not permit surface and subsurface water and other liquids to accumulate in or about the Project site and vicinity thereof.
      d. Should conditions develop, control water or other liquids, and suitably dispose by means of temporary pumps, piping, drainage lines, troughs, ditches, dams or other methods.

G. Sewerage Control: Take adequate measures to prevent the impairment of the operation of the sewerage system. Prevent all construction material, pavement, concrete, soil, or other debris from entering all sewers, sewer structure, catch basin, or storm water inlet.

1.9 TEMPORARY STORAGE AND PARKING FACILITIES

A. Contractor shall confine its apparatus, the storage of materials and operations of its workers to limits indicated by any Legal Requirements and/or directions of County Project Manager, and shall not unreasonably encumber the premises with its material. Apparatus and equipment used by Contractor during construction shall be placed in such locations as not to interfere with or delay the completion of the Work. Where any portion of the Work is to be finished before other portions of the Work, the portions to be finished shall not be used for the storage of materials, and no construction apparatus shall be installed in such parts of the Work. Hoist and construction appliances shall be installed on the interior of the building to which the Work pertains only when approved by County Project Manager, and are to be installed on the exterior wherever possible.

B. Storage:
   1) Provide as required for the performance of the Work.

2) Dimensions adequate for storage and handling of products.
3) Ventilation to comply with specified and regulatory requirements for products stored.
4) Heating adequate to maintain temperatures specified in respective Sections for products stored.
5) Any use of any interior portion of building for storage shall be subject to County's approval.
6) Location of on-site material storage areas shall be approved by County prior to storage of materials.

C. On-site vehicle parking is allowed for Contractor's and subcontractor's employees in areas designated by County Representative
D. Arrange with County Representative all parking permits needed for work force and deliveries.
E. See also Section 01571.

1.11 CONTRACTOR USE OF SITE

A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
B. Do not unreasonably encumber Site with materials or equipment.
C. Prior to commencement of construction, Contractor and County shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage as cracks, sags, or other similar damage. This record shall serve as a basis for determination of subsequent damage to these structures due to Contractor's operations. If possible, damage as noted shall be marked on the structure. All parties making the survey shall sign the official record of existing damage. Cracks, sags, or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to County.
D. Employees and visitors shall have unobstructed ingress and egress. Parking facilities shall not be blocked or hindered.
E. Access to occupied areas: Contractor shall give County at least seven (7) days written notice prior to requiring access to or work in any/or occupied areas except the immediate unoccupied work area(s) as indicated on the Drawings.
F. Assume full responsibility for protection and safekeeping of products stored on premises.
G. Move any stored products that interfere with operations of County or other contractor.
H. Coordinate parking, storage, staging, and Work areas with County.

1.12 AIR QUALITY STANDARDS

A. Cover trucks hauling dirt.
B. Removed earth tracked onto neighboring paved roads at least once daily.

1.13 CONSTRUCTION STAKING AND MONUMENT PROTECTION

A. Contractor will provide construction staking to establish horizontal and vertical control for the project that are necessary for Contractor to proceed with the Work.
   1) Contractor to refer to Section 1.13 Lines and Grades, Measurements of the Construction Facilities and Temporary Controls for additional information on Construction Staking.
B. Contractor shall notify County a least seven (7) days prior to the need for benchmark and initial control staking. Contractor shall be responsible for locating all other necessary controls and all construction staking necessary to properly locate all Work.
   1) Illegible survey requests or requests for surveys to County without proper notification may result in delayed surveys. No extension of Contract Time will be allowed due to such delays.
   2) Contractor shall be responsible for protecting and preserve the established property monuments, and shall make no changes or relocations without the prior written approval of County. Whenever Contractor knows or reasonably should know that any Work activity is likely to damage or destroy any property monuments, or require relocation because of necessary changes in grades or locations, provide at least five (5) Days advance notice to County. In any event, Contractor shall notify County

whenever any property monuments are lost or destroyed or require relocation because of necessary changes in grads of locations. County shall replace or repair property monuments at Contractor's expense.

C. Contractor shall be responsible for protecting and preserve the established construction stakes.

1.14 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other similar items and Underground Facilities that are known to County.
   1) At least two (2) Business Days, or as otherwise noted, prior to commencement of excavation, notify County and USA.

B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.

C. Attention is also directed to the existence of overhead power and telephone lines.

D. Perform potholing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least seven (7) Days in advance of the date of construction within such area.

E. Power pole: Special attention is directed to the power poles shown on Drawings. Protection of the poles may require assistance from Pacific Gas and Electric Company. Cost for assistance by PG&E shall be borne by Contractor.

F. No attempt has been made to locate private utilities on private property such as sprinkler irrigation systems or electrical conduits. Contact the property Owners prior to construction.

G. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 007200 (General Conditions).

H. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00700 (General Conditions).

1.15 PERMITS

A. Permits, agreements, or written authorizations that are known by County to apply to this Project are listed below:

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 015400

SITE SECURITY AND SAFETY

PART 1 GENERAL

1.1 SUBMITTALS

A. See Section 013300 (Submittal Procedures).
B. Safety Program.
C. Fire Protection Plan.

1.2 PROTECTION

A. Continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
B. Properly protect the Work:
   1) With lights, guard rails, temporary covers and barricades.
   2) Enclose excavations with proper barricades.
   3) Brace and secure all parts of the Work against storm and accident.
   4) Provide such additional forms of protection that may be necessary under existing circumstances.
C. Provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.
D. Related Sections:
   1) Section 015000 - Temporary Facilities and Controls
   2) Section 015500 – Vehicular Access and Parking

1.3 CONTROL OF SITE

A. Contractor shall be responsible for securing the project Site (the fence, area within the fence, and the building) to:
   1) Provide site security to assure that no member of the public is able to gain access to the work area at any time. Contractor shall maintain access and egress routes at all times.
   2) Secure, maintain, and protect the building, its contents, the Work, stored materials, equipment and temporary facilities until time of acceptance, or such earlier time as County may choose to assume such responsibility. Security and protection may be by any legal method, or methods, acceptable to County.
   3) At Contractor's option, provide a night security guard during all hours that Contractor is not physically in control of the site through its performance of the Work.
B. Ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Immediately remove from the Site and terminate the employment of any employee found in violation of this provision.

1.4 SAFETY PROGRAM

A. Prior to starting any Work at the Site, submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.
B. Receipt and/or review of the Safety Program by County, Architect, Engineer or County's Representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.
C. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work.

Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with each individual Contractor and Subcontractor.

D. Safety Program components:
   1) Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
   2) Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4) f.

E. The wearing of hard hats shall be mandatory at all times for personnel on Site. Supply sufficient hard hats to equip properly all employees and visitors.

F. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Supply PPE to all personnel under Contractor's direction.

G. Submit three (3) copies of Safety Program specific to these Contract Documents to County within the time set forth in Section 01540 (Site Security and Safety), paragraph 1.4.

1.5 SAFETY REQUIREMENTS

A. Standards: Maintain the Project in accordance with state and local safety and insurance standards.

B. Hazards Control:
   1) Store volatile wastes in covered metal containers and remove from premises daily.
   2) Prevent accumulation of wastes that create hazardous conditions.
   3) Provide adequate ventilation during use of volatile or noxious substances.

C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
   1) Do not burn or bury rubbish or waste material on the Site.
   2) Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
   3) Do not dispose of wastes into streams or waterways.

D. Provide accident information on the forms provided by Contractor. This information shall be provided on the same Day as the occurrence of said incident.

E. Coordinate emergency vehicle access route to the site with the City of Santa Rosa Fire Department. Emergency vehicle access route to be maintained at all times during the project as required by the City of Santa Rosa Fire Department.

1.6 SITE SAFETY OFFICER

A. Designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by County Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by County, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by County.

B. County's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.7 FIRE PROTECTION PLAN

A. Prior to starting any work that includes combustible materials at the Site, submit one (1) copy of a fire protection plan that has been reviewed and approved by the City of Santa Rosa Fire Department to County Project Manager. It is recommended that the plan

include, but not be limited to, a discussion of the following items:

1) Equipment spark arresters
2) Fire-extinguishing equipment on hand
3) Method of operation in case of fire
4) Notification to authorities of any fire
5) Access available during performance of Work
6) Educating workers of fire protection plan

1.8 SHORING SAFETY PLAN

A. Any conflict between this paragraph 1.8 and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.

B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to County a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. County's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this paragraph 1.8.

D. Contractor shall appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 015500

VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: This Section sets forth the minimum requirements for traffic routing and traffic control during construction of the Project.
   1) Furnish and install all temporary construction signs, traffic control devices, and pedestrian protection as required by County for safe and convenient routing of traffic at the Project site.

1.2 ACCESS REQUIREMENTS

A. The following access and egress restrictions will apply:
   1) Contractor shall not block access to fire hydrants or standpipe connections at any time. **No work or parking during the Sonoma County Fair**. Fair dates 8/3/2017 through 8/13/2017. Contractor coordination is required to help maximize the parking for the County Fair.

C. Contractor shall notify County and appropriate governmental agencies and adjacent property owners a minimum of five (5) working days prior to performing Work which necessitates closing or interfering with traffic on public thoroughfares, parking areas, driveways, and sidewalks.
   1) Obtain written permission from County prior to effecting such closures and interruptions.
   2) Provide protection for pedestrians as required by County.

1.3 TRAFFIC REQUIREMENTS

A. General: Contractor shall adequately safeguard the general public and the work by furnishing, installing, and maintaining temporary signs, runway, bridge, guardrails, fences and other facilities as necessary, or required, under the Contract Documents. Contractor shall provide, modify, and maintain proper barriers and enclosures for the protection of vehicular and pedestrian traffic, as required in Section 015000. Such protection measures for traffic specified in Section 015000 shall be incorporated in the Traffic Control Plan. Contractor shall submit traffic routing and safety barricade plans to County for approval and shall obtain and pay for necessary street use permits for all work not covered in Building (site) Permits. Contractor to submit traffic routing and safety plan to County for approval prior to trucks accessing the site. Under General Conditions, Contractor shall conduct operations and activities within area shown on Drawings; exceptions may be granted, for special activities, if deemed justified and appropriate as long as mitigation measures are implemented.
   1) During the and peak traffic periods, Monday through Friday, Contractor shall conduct his operation in such manner as to leave the full roadway widths normally reserved for "peak hour" traffic on all streets and through intersections, unobstructed and in a condition satisfactory to accommodate vehicular traffic. Exceptions may be granted for special activities if justified and appropriate mitigation measures are implemented.

B. Special Instruction to Contractor:
   1) Contractor shall coordinate, schedule and perform work in consideration with property owners in area.
   2) Contractor shall submit requests for deviation from the general traffic plan to County Project Manager three (3) weeks prior to need of special traffic lane requirements. The requests shall be subject to review and approval by County and any other impacted agencies.
   3) Contractor shall pay for costs of temporary signing, striping changes, and other traffic engineering related changes.
   4) Contractor shall provide trained flagmen to control construction traffic where traffic crosses pedestrian movements or as otherwise required and as needed or directed by

County, at no additional cost to County.

C. Maintenance of Traffic Signs, Signals and Pedestrian Signal Operation: Existing traffic signals shall be maintained and visible at all times to motorists approaching intersections and to pedestrians using crosswalks.
   1) In the event of necessary demolition operations, equipment, materials, or fences may block any traffic signal or sign from view, Contractor shall indicate location and extent of blockage and propose locations for temporary signs or signals.
   2) Any required traffic signal shutdown shall require prior approval by County and other regulatory agencies.

D. Prohibition of Stopping: Contractor may prohibit stopping in parking lanes where and when necessary as approved under the traffic plan to gain access to Work and to provide required traffic lanes.
   1) Contractor shall notify County of approved prohibition of parking and stopping, at least 72 hours in advance of effective date and time.
   2) Contractor shall provide, spaced every 25 feet, signs on type II barricades.
      a. Contractor shall post required "TOW-AWAY" signs at least 72 hours in advance of effective date and time.
      b. The effective dates, times, and name of Contractor and telephone number shall be shown on all signs.
   3) Contractor shall maintain signs on continual basis and shall replace damaged and missing signs daily.
   4) Contractor shall remove signs and mounting materials when construction activities are completed.

E. Mass Transit Vehicles: Contractor shall not prevent functional operation of mass transit vehicles at any time.
   1) Contractor shall become familiar with routes of coach lines that operate within surrounding area of work, and shall post a current copy of such routes in Contractor's on-site office.
   2) Lanes made available for traffic shall be located to include an adequate and allowable travel path for coach lines.
   3) Contractor's activity shall not preclude provisions of minimum turning radius for mass transit vehicles.
   4) Contractor shall notify County ten (10) working days in advance of doing any work in existing passenger loading zones for buses on each street, where such work could interfere with passenger loading-unloading operations

1.4 SUBMITTALS

A. Sequence of Operations and Traffic Routing Plans: Contractor shall submit proposed Sequence of Operations and Traffic Routing Plans to County for review and approval and shall perform work in accordance with approved plans.
   1) Plan shall show:
      a. Sequence of operations, demolition, and excavation phasing.
      b. Time required for each phase of Work, including beginning and ending dates.
      c. Movement, parking and stacking of trucks hauling materials to and from demolition area.
      d. Any proposed traffic lane closures and transitions.
      e. Location and layout of traffic cones, signing, and barricades as necessary to provide and maintain the specified number and width of vehicular lanes and pedestrian walkways.
      f. Location and details of trench protection/construction area using Type II and/or Type III barricades, k-rails, etc
      g. Proposed changes (removals, relocation, or temporary installation) of:
         1) Traffic signals and controllers.
         2) Street and safety lighting standards.
         3) Traffic signs.
         4) Barricades, fence and k-railing.

5) Temporary roadway striping.
6) Flashing arrow signs.
7) Other signs and directional devices.

2) Temporary detour signing, striping and temporary traffic signals shall be furnished, installed and maintained by Contractor.
   a. Traffic routing provisions shall not be construed as preventing Contractor from proceeding with mobilization of plant and equipment and placing orders for materials upon receipt of Notice to Proceed, nor shall Contractor be entitled to any delays or compensation due to "DISAPPROVED" Sequence of Operations and Traffic Routing Plans.
   b. In general, if Sequence of Operations and Traffic Routing Plans comply with intent and specified details of requirements herein specified and with published County laws and regulations, they will be approved.

1.5 QUALITY ASSURANCE

A. Traffic Coordination and Supervision: In order to assure smooth, continuous flow of pedestrian and vehicular traffic, Contractor shall employ a person, subject to approval by County, who has had good and sufficient experience in traffic supervision for the type of construction which is called for, in full compliance with all above traffic routing specifications.
   1) This person shall maintain complete liaison with County for the purpose of developing and implementing requirements of above traffic routing specifications, and for their supplementation, rearrangement, or reduction.

B. Traffic Coordination with Other Contractors: Contractor, in order to maintain smooth, continuous flow of traffic, shall coordinate traffic routing work with subcontractors and other contractors, working in the same or adjacent areas, including truck traffic hauling materials and equipment.
   1) All proposed traffic routing changes shall be subject to approval of County and shall be considered as revisions to the approved Sequence of Construction and Traffic Routing Plans.

C. Temporary Construction and Traffic Signs:
   1) When it becomes necessary to close one or more lanes to vehicular traffic or to otherwise divert such traffic from its normal paths, Contractor shall clearly delineate temporary centerlines separating two-way traffic, and dividing lines for other temporary traffic lanes, by employing cones, barricades, flags, reflectors, and other approved methods or devices as needed.
      a. Placing of devices shall commence sufficiently in advance of obstruction and cause of diverting traffic to minimize congestion and shall enable traffic to enter, traverse, and leave site of work without abrupt or unwarranted changes in direction.
      b. Each temporary traffic lane shall not be less than 10 feet clear width unless otherwise specified or approved.
   2) High rise warning flag units, each displaying three flags mounted at height of 9 feet, to provide advance warning for traffic approaching the Work, will be required in all cases where motorists' visibility of obstruction or path of movement is limited or obstructed.
   3) Temporary signs, lights, barricades, and devices shall be in accordance with California Department of Transportation "Manual of Traffic Controls for Construction and Maintenance Work Zones," dated 1990.
   4) Contractor, before starting any Work which could affect normal flow of traffic, shall furnish and install, where and as necessary or directed, and maintain, temporary signs, mounted on barricades or other suitable supports as necessary.
   5) Barricades shall be provided and maintained by Contractor along and around all Work in contact with traffic, and shall not be removed until roadway is restored to County's standards and ready for use.
   6) Traffic cones shall be at least 20 inches in height, and when used to delineate traffic lanes or separate opposing traffic movements, shall be placed at not greater than 20 foot intervals.
   7) All signs and equipment shall be installed where and as directed.

a. Signs for use at night shall be reflectorized or illuminated.

8) Temporary construction and traffic signs, lights, devices, barricades and cones, upon completion of the need therefor, shall be removed from site by Contractor as Contractor's property, unless otherwise specified or needed for protection and security of the Site. See Section 01500.

9) Contractor shall, as a minimum, provide at the site and have immediately available, the following signs and equipment.
   a. Barricades as required by Section 21,400 of the California State Vehicle Code and as specified in the State of California's Department of Transportation "Manual of Traffic Controls for Construction and Maintenance Work Zones", dated 1990, in a sufficient number to safeguard the public and the Work.
   b. "TOW-AWAY, NO STOPPING" signs as hereinbefore specified.
   c. Traffic cones to delineate traffic lanes as required to guide and separate traffic movements.
   d. Number of signs given below are approximate. Actual number of signs to be placed, shall be as indicated on approved Traffic Routing Plans.
      1) Four high level warning flag units, placed in advance of traffic approaching the Work, each displaying three flags mounted at a minimum height of 9 feet.
      2) Four "ROAD CONSTRUCTION AHEAD" signs, code C18, size 48" x 48", placed in conspicuous locations in advance of the Work, facing approaching traffic, as needed and as approved on the Sequence of Construction and Traffic Routing Plans.
      3) Four "SIDEWALK CLOSED, USE OTHER SIDE" signs, size 36" x 18", placed at ends of sidewalks to be closed, as needed and as approved on the Sequence of Construction and Traffic Routing Plans.
      4) Two flashing arrow signs, Type II conforming to Section 1203.03 of Caltrans Standard Specifications, dated January 1988, placed as needed and as approved on the Sequence of Construction and Traffic Routing Plans.
      5) Two "LEFT/RIGHT LANE CLOSED AHEAD" signs, code C20 (LT/RT), 48" x 48", placed as needed and as approved on the Sequence of Construction and Traffic Routing Plans.
      6) Any other signs, placed as needed and as approved on the Sequence of Construction and Traffic Routing Plans.
   e. Signs and equipment shall conform to requirements of "California Manual on Uniform Traffic Control Devices (MUTCD)" published by the State of California Department of Transportation, dated 1996, including updates; and County standards.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF SECTION

SECTION 015723

TEMPORARY STORM WATER POLLUTION CONTROL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1) Preventing pollution of storm water run-off from construction site by keeping pollution out of storm drains, reducing exposure and discharge of materials and wastes to storm water, and by reducing erosion and sedimentation. Storm drains discharge run-off to creeks and the Bay without treatment.

B. Related Sections:
   1) Section 015000 – Temporary Facilities and Controls
   2) Section 017419 – Construction Waste Management and Disposal
   3) Section 017300 – Execution

1.2 QUALITY ASSURANCE

A. For sites of any size or projects involving grading or ground disturbance, the provisions of this section shall apply. In addition to these standards, Contractor shall comply with the Erosion Control Ordinance for the City and/or County where the project is located and with pertinent requirements of other government agencies having jurisdiction over this work.

B. For sites over one (1) acre **(Disturbance of this project is not over 1 acre, therefore 1.2A above applies, no state permit needed.)** in size Contractor shall comply with the State Water Resources Control Board, Order No. 99-08-DWQ, National Pollutant Discharge Elimination System, known as the General Permit (Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity). The Storm Water Pollution Prevention Plan (SWPPP) shall conform to State and Regional Water Quality Control criteria. Contractor shall provide the Storm Water Pollution Prevention Plan within ten (10) working days of the approval of the contract, to County, at no additional cost. The plan shall include a Water Pollution Control program that clearly shows Water Pollution Control measures that will be implemented in tandem with the construction progress schedule and Water Pollution Control maintenance work. Contractor shall be responsible for penalties assessed or levied on Contractor or County as a result of Contractor's failure to comply with the provisions of this section or the requirements of the General Permit and Federal, State and local regulations and all requirements that govern Contractor's operations regarding storm water and non-storm water discharges.

C. Contractor shall allow ten (10) working days for County to review the Storm Water Pollution Prevention Plan. If revisions are required, as determined by County, Contractor shall submit a revised plan within ten (10) days. No Clearing and Grubbing work shall be allowed until the SWPPP has been approved by County.

D. The Storm Water Pollution Prevention Plan shall include a Water Pollution Control Plan that graphically indicates where Water Pollution Control measures and temporary erosion control work will be used year round and during all phases of construction. Updated and revised plans shall be submitted no later than August 1 of any year and shall be updated, revised and submitted by the first day of each month thereafter until and including March 31 of the following year. From April 1 to July 31, updates, revisions and number of submittals will be determined by County. The updated plan shall indicate any new construction work and the addition of any new temporary erosion control or slope protection facilities added or upgraded to accommodate the new earthwork.

E. The Storm Water Pollution Prevention Plan and Water Pollution Control Program shall be updated and revised whenever there is a proposed change in construction or operations

which may affect the site drainage patterns or discharge of pollutants to surface waters, groundwaters, or a separate municipal storm sewer system. The change will be recorded by amending (updating) the SWPPP in accordance with the provisions of SWPPP amendment which includes revisions to the Water Pollution Control program and graphic changes to the Water Pollution Control Plan.

F. The Storm Water Pollution Prevention Plan shall include a site map which shall be a combination of the contract drainage, stage construction, and contour grading plans shown at either full or reduced size. Geometric equations, notes, details and all data non-related to Water Pollution Control work shall be removed to improve clarity. A copy of the contract plans shall be used as a base sheet with the pertinent stage of construction drawn in as an overlay. The intent of this combination of plans is to accurately show site conditions at various phases of construction.

G. A copy of the Storm Water Pollution Prevention Plan, together with updates, revisions and amendments shall be kept at the construction site. At the request of County, Contractor shall furnish up to five (5) copies of the SWPPP for distribution.

1.3 GENERAL REQUIREMENTS

A. Comply with Section 01505 – Construction Waste Management.

B. The following general requirements shall be met on all projects within County.

1) Non-hazardous Material/Waste Management

a. Designated Area: Propose designated areas of the project site, for approval by County Representative, suitable for material delivery, storage, and waste collection that, to the maximum extent practicable, are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.

b. Granular Material:

1) Store granular material at least ten feet away from basin and curb returns.

2) Do not allow granular material to enter the storm drains or creeks.

3) When rain is forecast within 24 hours or during wet weather, County Representative may require Contractor to cover granular material with sandbags.

c. Dust Control: Use reclaimed water to control dust on a daily basis or as required by County Representative.

d. Cleaning Paved Storage Areas: Thoroughly clean all on-site paved areas used for storage of materials or otherwise utilized or involved during the work immediately after the materials are removed from storage. Cleaning shall be accomplished by sweeping and not with use of water.

e. Recycling:

1) To the extent practicable, recycle aggregate base material, asphalt concrete, and Portland cement concrete as described in these Specifications.

2) In addition, to the maximum extent practicable, reuse or recycle any useful construction materials generated during the project.

f. Disposal:

1) Maintain the project site in a clean and orderly manner at all times. To the extent practicable, Contractor shall collect scrap, debris, and waste material, and dispose of such materials properly. County Representative may require Contractor to clean and dispose of such materials at any time should the situation, in his/her opinion, constitute a danger.

2) Inspect dumpsters for leaks and contact trash hauling contractors to replace or repair dumpsters that leak.

3) Do not discharge water on-site from cleaning dumpsters.

4) Arrange waste collection before dumpsters overflow.

2) Hazardous Material/Waste Management

a. Storage:

1) Label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and

antifreeze; in accordance with the Sonoma County Hazardous Materials Storage Ordinance and all applicable State and Federal regulations.

2) Store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations, and it is recommended that these materials and waste be covered, as needed, to avoid potential management of collected rainwater as a hazardous waste.
3) Keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDS), of hazardous materials and hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.

b. Usage:
1) When rain is forecast within 24 hours or during wet weather, County Representative may inform Contractor cannot apply chemicals in outside areas.
2) Do not over apply pesticides or fertilizers and shall follow material manufacturers instructions regarding uses, protective equipment ventilation, flammability, and mixing of chemicals. Over-application of a pesticide constitutes a "label violation" subject to an enforcement action by the Sonoma County Agriculture Department.

c. Disposal:
1) Arrange for regular hazardous waste collection to comply with time limits on storage of hazardous waste.
2) Dispose of hazardous waste only at authorized and permitted Treatment, Storage, and Disposal Facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal regulations.

3) Spill Prevention and Control:
a. Keep a stockpile of spill cleanup materials, such as rags, or absorbents, readily accessible on-site.
b. Immediately contain and prevent leaks and spills from entering storm drains, and properly clean up and dispose of the waste and clean up materials. If the waste is hazardous, Contractor shall handle the waste as described in Section A.2.c above.
c. Do not wash any spilled material into streets, gutters, storm drains, or creek and shall not bury spilled hazardous materials.
d. Report any hazardous materials spill to Sonoma County Department of Environmental Health, and to County's Representative.

4) Vehicle/Equipment Cleaning:
a. Do not perform vehicle or equipment cleaning on-site or in the street using soaps, solvents, degreasers, steam cleaning equipment, or equivalent methods.
b. Perform vehicle or equipment cleaning, with water only, in a designated, beamed area that will not allow rinse water to run off-site or into streets, gutters, storm drains, or creeks.

5) Vehicle/Equipment Maintenance and Fueling:
a. Do not perform maintenance and fueling of vehicles or equipment in a designated, beamed area a drip pan will not allow run-on of storm water or run-off spills.
b. Use secondary containment such as a drip pan to catch leaks or soils and time that vehicle or equipment fluids are dispensed, changed, or poured.
c. Keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on-site.
d. Clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in Section

A.2.c above.

e. Do not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.
f. Report any hazardous materials spill to Sonoma County Department of Environmental Health and County's Representative.
g. Inspect vehicle and equipment arriving on-site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repair is made.
h. Recycle waste oil and antifreeze, to the maximum extent practicable.
i. Comply with Federal, State, County and City requirements for above ground storage tanks.

6) Contractors Training and Awareness:
   a. Train all employees/subcontractors on the storm water pollution prevention requirements contained in these Specifications.
   b. Inform subcontractors of the storm water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.
   c. Post warning signs in areas treated with chemicals.
   d. Paint new catch basins, constricted as part of the project with a "No Dumping" stencil.

1.4 ACTIVITY–SPECIFIC REQUIREMENTS

A. The following activity-specific requirements shall be met on all projects within County that include the listed activities.
   1) Paving Operations:
      a. Project Site Management:
         1) When rain is forecast within 24 hours or during wet weather, County Representative may prevent Contractor from paving or placing concrete.
         2) County Representative may require Contractor to protect drainage courses by using control measure, such as filter fabric, waddles, and sand bags, to divert runoff or trap and filter sediment.
         3) Cover drip pans or absorbent material under paving equipment when not in use.
         4) Cover catch basins and manholes when paving or applying seat coat, tack coat, slurry seal, or fog seal.
         5) If the paving operation includes an on-site mixing plant, Contractor shall comply with Sonoma County General Industrial Activities Storm Water Permit requirements.
      b. Paving Waste Management: Do not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into gutters, storm drains, or creeks. Instead, either collect the sand or return it to the stockpile, or dispose of it in a trash container. Do not use water to wash down fresh asphalt concrete pavement.
   2) Saw Cutting:
      a. During saw cutting, cover or barricade catch basins using control measures, such as filter fabric, waddles, sand bags, and fine gravel dams, to keep slurry out of the catch basin.
      b. Sanitary and Storm Drain Systems: When protecting a catch basin, ensure that the entire opening is covered.
      c. Shovel, absorb, or vacuum saw cut slurry and pick up the waste before moving to the next location or at the end of each working day, whichever is sooner.
      d. If saw cut slurry enters catch basins, remove the slurry from the storm drain system immediately.
   3) Contaminated Soil Management:
      a. On all projects involving grading or excavation, look for contaminated soil as

evidenced by site history, discoloration, odor, differences in soil properties, abandoned underground tanks or pipes, or buried debris. If the project is not within an area of known soil contamination and no evidence of soil contamination is found, then testing of the soil shall only be required if directed by County Representative. Follow Section 007200 if contamination is found.

b. If the project is within an area of known soil contamination or evidence of soil contamination is found, then soil from grading or excavation operations shall be tested. The soil shall be managed as required by the following agency: Sonoma County Department of Environmental Health.

c. If the project is found to be within an area of soil contamination not identified by County in the project specifications, a change order shall be negotiated to cover additional work performed by Contractor.

4) Concrete, Grout and Mortar Waste Management:
   a. Material Management: Concrete, grout and mortar; store and keep covered away from drainage areas and ensure that these materials do not enter the storm drain system.
   b. Concrete Truck/Equipment Wash Out:
      1) Do not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks.
      2) Perform wash out of concrete trucks or equipment off-site or in designated area on-site where the water will flow onto dirt or into a temporary pit in a dirt area. Let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, then collect the wash water and remove it off-site.
   c. Exposed Aggregate Concrete Wash Water:
      1) Avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, then Contractor shall filter the wash water through straw bales or equivalent material before discharging to the storm drain.
      2) Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.
5) Painting:
   a. Painting Cleanup:
      1) Designated Area:
         (a) Conduct cleaning of painting equipment and tools in a designated area that will not allow run-on of storm water or run-off of spills.
         (b) Contractor shall not allow wash water from cleaning of painting equipment and tools into streets, gutters, storm drains, or creeks.
      2) Water-based Paint:
         (a) Contractor shall remove as much excess paint as possible from brushes, rollers, and equipment before starting cleanup.
         (b) To the maximum extent practicable, Contractor shall dispose of wash water from aqueous cleaning of equipment and tools to the sanitary sewer.
         (c) Otherwise, Contractor shall direct wash water onto dirt area and spade in.
      3) Oil-based Paint:
         (a) Contractor shall remove as much excess paint as possible from brushes, rollers and equipment before starting cleanup.
         (b) To the maximum extent practicable, Contractor shall filter paint thinner and solvents for reuse.
         (c) Contractor shall dispose of waste thinner and solvent, and sludge from cleaning of equipment and tools as hazardous waste, as described in Section A.2.c above.

6) Material/Waste Management:
   a. Store paint, solvents, chemicals, and waste materials in compliance with the Sonoma County Hazardous Materials Storage Ordinances and all applicable State and Federal regulations. Store these materials in a designated area that will not allow run-on of storm water or run-off of spills.
   b. Dispose of excess thinners, solvents, oil and water based paint as hazardous waste.
   c. Dispose of dry, empty paint cans, buckets, old brushes, rollers, rags, and drop cloths in the trash.
7) Earthwork: Maximize the control of erosion and sediment by using the BMP's for erosion and sedimentation in the *California Storm Water Best Management Practice Handbook-Construction Activity*.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products
B. Product Options and Substitutions
C. Product Delivery Requirements
D. Product Storage and Handling

1.2 PRODUCTS

A. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying, and erection of the Work. Products may also include existing materials or components required for reuse.
B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
C. For similar components, provide interchangeable components of the same manufacturer.

1.3 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Summary:
   1) This paragraph 1.3 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 002600 (Procurement Substitution Request Form) submittal as provided in Document 002113 (Instructions to Bidders).
B. Contractor's Options:
   1) For products specified only by reference standard: Select any product meeting that standard.
   2) For products specified by naming one or more products or manufacturers:
      a. Select products of any named manufacturer meeting Specifications.
      b. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information contained in this Section 01600 and a fully executed Document 002600 (Procurement Substitution Request Form), but using the term "Contractor" each place the term "Bidder" appears in that form.
C. Substitutions:
   1) Except as provided in Document 002113 (Instructions to Bidders) with respect to "or Approved Equal" items, County will consider Contractor's substitution requests only when product becomes unavailable due to no fault of Contractor or if the product specified no longer complies with local regulations or laws. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for work on the Project).
   2) Submit separate RFS (and four (4) copies) for each product and support each request with:
      a. Product identification
      b. Manufacturer's literature
      c. Samples, as applicable
      d. Name and address of similar projects on which product has been used, and dates of installation
      e. Name, address, and telephone number of manufacturer's representative or sales

engineer

f. For construction methods: Detailed description of proposed method; drawings illustrating methods

3) Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
4) State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with County for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.
5) Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by County in evaluating the proposed substitute. County may require Contractor to furnish additional data about the proposed substitute.
6) County will not consider substitutions for acceptance (or, in County's sole discretion, County may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:
   a. Results in delay meeting construction Milestones or completion dates
   b. Is indicated or implied on submittals without formal request from Contractor
   c. Is requested directly by Subcontractor or supplier
   d. Acceptance will require substantial revision of Contract Documents
   e. Disrupts Contractor's job rhythm or ability to perform efficiently
7) Substitute products shall not be ordered without written acceptance of County.
8) County will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
9) All Contract Document requirements apply to Work involving substitutions.

D. Contractor's Representation and Warranty:
   1) Contractor's RFS constitutes a representation and warranty that Contractor:
      a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
      b. Will provide the same warranty for substitution as for specified product.
      c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
      d. Waives claims for additional costs which may subsequently become apparent.
      e. Will compensate County for additional redesign costs associated with substitution.
      f. Will be responsible for Construction Schedule slippage due to substitution.
      g. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by County.
      h. Will compensate County for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against County, caused by late requests for substitutions or late ordering of products.
E. County's Duties:
   1) Review Contractor's RFS with reasonable promptness.
   2) Notify Contractor in writing of decision to accept or reject requested substitution.
F. Administrative Requirements:

1) Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Provide all agency approvals or other additional information required and pay additional costs for required County services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

1.4 PRODUCT DELIVERY REQUIREMENTS

A. Deliver products in accordance with manufacturer's instructions.
B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.5 PRODUCT STORAGE AND HANDLING

A. Store products only in staging area per provisions of Section 011000 (Summary).
B. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
C. For exterior storage of fabricated products, place on appropriate supports, above ground.
D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
E. Store loose granular materials on solid flat surfaces in a well-drained area.
F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 017123

FIELD ENGINEERING

PART 1 – GENERAL

1.1 SECTION INCLUDES

A. Section Includes: Field engineering for the Work.
   1) Layout and install all Work to lines and grades in accordance with Contract Documents.
B. Related Sections:
   1) Section 017839 – Project Record Documents: Documentation of Project layout and site conditions.

1.2 QUALIFICATIONS OF SURVEYOR OR ENGINEER

A. If utilized, the surveyor or civil engineers shall be licensed in the State of California.

1.3 SURVEY REFERENCE POINTS

A. Basic horizontal and vertical control points for the Project will be furnished by County.
B. Locate and protect control points prior to beginning Work; preserve all permanent reference points throughout construction operations.
   1) Do not change reference points without prior written notice to County.
   2) Report to County when any reference point has been lost, destroyed, or requires relocation because of necessary changes in grades or locations.
   3) Require engineer or surveyor to replace control points which may be lost or destroyed; base replacements on original survey control.

1.4 PROJECT SURVEY REQUIREMENTS

A. Establish lines and levels, locate, and lay out:
   1) Site improvements:
      a. Stakes for grading and fill placement.
      b. Driveways and parking lots.
B. Verify layouts as Work proceeds to assure compliance with required lines, levels, and tolerances.

1.5 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses. Record deviations from required lines and levels, and advise County when deviations are detected that exceed indicated or recognized tolerances. Record deviations that are accepted and not corrected on the Project record drawings.
B. On completion of foundation walls and major site improvements, prepare a certified survey drawing showing all dimensions, locations, angles, and elevations of construction.

1.6 SUBMITTALS

A. Submit to County certificate signed by the engineer or surveyor certifying that elevations and locations of improvements are in accordance with Contract Documents.
B. Submit the certified survey drawing on a reproducible Mylar with two prints to County for incorporation into the Record Drawing sets.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 017300
EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

2.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   1) Construction layout.
   2) Field engineering and surveying.
   3) Installation of the Work.
   4) Cutting and patching.
   5) Coordination of Owner-installed products.
   6) Progress cleaning.
   7) Starting and adjusting.
   8) Protection of installed construction.

B. Related Requirements:
   1) Section 011000 "Summary" for limits on use of Project site.
   2) Section 013300 "Submittal Procedures" for submitting surveys.
   3) Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
   4) Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
   5) Section 078413 "Penetration Fire stopping" for patching penetrations in fire-rated construction.

3.1 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

4.1 INFORMATIONAL SUBMITTALS

A. Certificates: Submit certificate signed by **[land surveyor] [professional engineer]** certifying that location and elevation of improvements comply with requirements.

B. Cutting and Patching Plan: Submit plan describing procedures at least Ten (10) days prior to the time cutting and patching will be performed. Include the following information:
   1) Extent: Describe reason for and extent of each occurrence of cutting and patching.
   2) Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
   3) Products: List products to be used for patching and firms or entities that will perform patching work.
   4) Dates: Indicate when cutting and patching will be performed.
   5) Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
      a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

5.1 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1) Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
    a. Existing structural rod assemblies that tie the walls together.

2) Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. **[Operational elements include the following:]**
    a. Primary operational systems and equipment.
    b. Fire separation assemblies.
    c. Air or smoke barriers.
    d. Mechanical systems piping and ducts.
    e. Control systems.
    f. Fire-detection and -alarm systems.
    g. Electrical wiring systems.
    h. Operating systems of special construction.

3) Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. **[Other construction elements include but are not limited to the following:]**
    a. Water, moisture, or vapor barriers.
    b. Membranes and flashings.
    c. Exterior curtain-wall construction.
    d. Sprayed fire-resistive material.
    e. Equipment supports.
    f. Piping, ductwork, vessels, and equipment.
    g. Noise- and vibration-control elements and systems.

4) Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.
   1) For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with requirements in Section 018113.13 "Sustainable Design Requirements - LEED for New Construction and Major Renovations," Section 018113.16 "Sustainable Design Requirements - LEED for Commercial Interiors," Section 018113.19 "Sustainable Design Requirements - LEED for Core and Shell Development," and Section 018113.23 "Sustainable Design Requirements - LEED for Schools."

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
   1) If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities, [mechanical and electrical systems], and other construction affecting the Work.
   1) Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
   2) Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
   1) Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
   2) Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
   3) Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
   1) Description of the Work.
   2) List of detrimental conditions, including substrates.
   3) List of unacceptable installation tolerances.
   4) Recommended corrections.

D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to **PG&E and Sonoma County PM** that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and County PM promptly.
B. General: Engage a **[land surveyor] [professional engineer]** to lay out the Work using accepted surveying practices.
   1) Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
   2) Establish limits on use of Project site.
   3) Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
   4) Inform installers of lines and levels to which they must comply.
   5) Check the location, level and plumb, of every major element as the Work progresses.
   6) Notify Architect County PM when deviations from required lines and levels exceed allowable tolerances.
   7) Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
A. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
B. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and County PM.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.
   1) Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
   2) Do not change or relocate existing benchmarks or control points without prior written approval of Architect and County PM. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect and County PM before proceeding.
   3) Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
B. Benchmarks: Establish and maintain a minimum of [two] 2 permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
   1) Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
   2) Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.

3) Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

A. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.

B. Final Property Survey: Engage a **[land surveyor] [professional engineer]** to prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by **[land surveyor] [professional engineer]**, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
   1) Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
   2) Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1) Make vertical work plumb and make horizontal work level.
   2) Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3) Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
   4) Maintain minimum headroom clearance of [96 inches (2440 mm)] in occupied spaces and [90 inches (2300 mm)] in unoccupied spaces.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
   1) Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2) Allow for building movement, including thermal expansion and contraction.
   3) Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1) Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to [minimize] [prevent] interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1) In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2) Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3) [Concrete] [and] [Masonry]: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4) Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
   5) Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
   6) Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
   1) Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
   2) Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
      a) Clean piping, conduit, and similar features before applying paint or other finishing materials.
      b) Restore damaged pipe covering to its original condition.
   3) Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
      a) Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4) Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5) Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.
B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
1) Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
2) Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1) Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2) Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
3) Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
a) Use containers intended for holding waste materials of type to be stored.
4) Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
B. Site: Maintain Project site free of waste materials and debris.
C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1) Remove liquid spills promptly.
2) Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in [Section 015000 "Temporary Facilities and Controls."] [Section 017419 "Construction Waste Management and Disposal."]
H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Administrative and procedural requirements for diversion of construction and demolition debris from landfill, including salvaging, recycling, and disposing of nonhazardous demolition and construction waste.
   1) Contractor shall minimize factors that contribute to waste, such as over-packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination.
   2) Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.

1.2 REFERENCES

A. Sonoma County Waste Management Agency: Contact the Sonoma County Eco-Desk at 707-565-3375 or www.recyclenow.org for copies of the following:
   1) Builder's Guide to Re-Use and Recycling.
   2) Sonoma County Recycling Guide, Latest Edition.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, or renovation operations. Construction waste includes packaging. Land clearing debris including soil, vegetation, and rocks are not to be included.
B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
C. Divert: To use material for any purpose other than disposal in a landfill.
D. Salvage: Recovery of demolition or construction waste for subsequent incorporation into the Work or for turnover to the County.

1.4 PERFORMANCE REQUIREMENTS

A. Diversion/Recycling Goals: The County's Green Building Policy for Public Construction Projects requires at least 75% of all demolition and construction waste be diverted from landfill.
   1) Demolition Waste:
      a. Asphaltic concrete paving
      b. Concrete
      c. Concrete reinforcing steel
      d. Brick and ceramic tile
      e. Metals, including galvanized and painted steel, stainless steel, iron, aluminum, copper, zinc, lead, brass, bronze, bolts, hangers, anchors, and metal used in suspended ceilings
      f. Sheet metal including metal studs, lightgage metal framing, flashings, counterflashings, gutters, downspouts, and other sheet metal fabrications
      g. Plumbing items including metal pipe, valves, sprinklers, supports and hangers
      h. Mechanical items including equipment, ductwork, supports and hangers
      i. Electrical items including conduit, copper wiring, boxes, lighting fixtures, switchgear, and panelboards
      j. Plastic film including shrink wrap and bags, stretch wrap, construction films and lumber wrap
      k. Clean dry unpainted drywall, gypsum, sheetrock
   2) New Construction Waste:
      a. Asphaltic concrete
      b. Portland cement concrete and cement plaster
      c. Concrete unit masonry, mortar, and grout
      d. Wood products, including clean dimensional wood, palette wood, plywood, OSB, and particle board
      e. Metals, including galvanized and primed steel, stainless steel, iron, aluminum, copper, zinc, lead, brass, and bronze. Uses include, but are not limited to miscellaneous metals, rebar,

piping, conduit, hangers, supports, fasteners, etc.

f. Sheet metals including galvanized steel, stainless steel, aluminum, and copper. Uses include, but are not limited to ductwork, flashings, counterflashings, gutters, downspouts, hangers, supports, banding, etc.
g. Roofing
h. Packaging, including paper, cardboard, boxes, wood crates and pallets, metal banding, polystyrene packaging, and bubble wrap
i. Plastic film including shrink wrap and bags, stretch wrap, construction films and lumber wrap
j. Clean dry unpainted drywall, gypsum, sheetrock

1.5 SUBMITTALS

A. Waste Reduction Submittals:
   1) Records of Donations and Sales: Indicate receipt and acceptance for salvageable waste donated or sold to individuals and organizations. Indicate whether organization is tax exempt.
   2) Recycling Facility Records: Indicate receipt and acceptance of salvageable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
   3) Landfill Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices
   4) Maintain log of each load, of each category item diverted from landfill. Log in separately debris sent to a Class III landfill and materials sent to recycling facilities (See example in this Section).
      a. Include in log the type of load, load weight, name of hauling service, recycling service or landfill, and date accepted by recycling service or by landfill.
      b. County reserves the right to audit the log at any time; retain and make available all weight tickets, copies of receipts, and invoices.
      c. Units of Measure: Calculate quantities and convert volume measurements to weights in accordance with the Conversion Rates Table in this Section.

1.6 QUALITY ASSURANCE

A. Recycling Company Qualifications: Recycling companies shall meet any of the following:
   1) Recycling service provider contracted by Sonoma County to provide recycling services at the County landfill disposal site.
   2) Any recycling service that will certify in writing that accepted waste will be diverted from landfill, not dumped illegally, or dumped at sea.
B. Waste Management Meetings: Include Construction Waste Management on the agenda of meetings. Meetings shall include all subcontractors affected by the Diversion/Recycling Goals. At a minimum, discuss waste management goals and issues at the preconstruction meeting and at periodic jobsite meetings.
   1) Review requirements for documenting quantities of each type of waste and its disposition.
   2) Review procedures for materials separation and verify availability of containers and bins needed to avoid delays.
   3) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
   4) Review waste management requirements for each trade.

PART 2 PRODUCTS

2.1 SALVAGE MATERIALS

A. General:
   1) Clean salvaged items. Pack or crate items after cleaning. Identify contents of containers.
   2) Store items in a secure area until delivery to County or until re-installation.
   3) Protect items from damage during transport and storage.
B. Salvaged Items for County's Use: Transport items to County's storage area designated by County's Representative. Salvage the following items for turnover to County: NONE
C. Salvaged Items for Reuse in the Work: Install salvaged items to comply with installation requirements

for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated. Salvage the following items for reuse: NONE

PART 3 EXECUTION

3.1 PREPARATION

A. General: Provide handling, containers, storage, and transportation as required to implement waste management goals during entire duration of the Contract.
B. Site Access and Temporary Controls:
   1) Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   2) Comply with Section 015000 – Temporary Facilities and Controls for controlling dust and dirt, environmental protection, and noise.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE

A. Recycling Receivers and Processors: Refer to Sonoma County Recycling Guide, and "Builder's Guide to Re-Use and Recycling" for a list of recycling receivers and processors in Sonoma County. These resources are provided to the Contractor for information only and are not intended to limit the Contractor's means or methods for achieving the goal of diversion of waste material from landfill.
B. Recycling Incentive: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste material shall accrue to Contractor.
C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
   1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from the Project site. Include list of acceptable and unacceptable materials at each container and bin.
   2) Stockpile recyclable materials on site without interfering with other materials.
   3) Designate a specific area or areas on site to facilitate separation of materials. Clearly mark bins for each category of waste.
   4) Keep waste bins and pile areas neat and clean. Do not contaminate non-recyclable waste with materials designated for reuse or recycling.
   5) Remove recyclable waste off County's property and transport to recycling receiver or processor.
D. Environmental Controls during Handling, Storage, and Transport: Do not permit designated materials to become contaminated or to contaminate site or surrounding areas.
E. Provide temporary protections to prevent water runoff which has been contaminated by recycled materials from entering storm water drainage system

3.3 HAZARDOUS WASTE

A. Hazardous Waste: Separate, store, and dispose of hazardous waste according to State regulations.
   1) Hazardous waste disposal information can be obtained from the Sonoma County Eco-Desk at 707-565-3375, or at www.recyclenow.org.
   2) Keep all shipping manifests and make available to the County's Representative for auditing upon request.
   3) Special wastes requiring Class II landfill disposal are considered hazardous waste, including, but not limited to:
      a. Contaminated soil.
      b. Treated wood.
      c. Asbestos and asbestos-containing materials.
      d. PCBs used in transformers and light fixture ballasts.
   4) Deliver to a recycler the following mercury-containing products:
      a. Fluorescent lamps.
      b. High-pressure sodium lamps.
      c. Mercury vapor lamps.
      d. Mercury-containing thermostats and switches.
      e. Metal halide lamps.
      f. Neon lamps.

CONVERSION RATES TABLE

The following conversion rates are estimates. The ranges vary widely, depending on how the materials are handled (compacted, loose, chipped, etc.). Use the conversion factors and receipts from previous projects to help you estimate the potential amount of materials and waste. Take into consideration the type and load of vehicles that will be used to haul the materials.

Ask your hauler or recycler to assist you in estimating these numbers.

Material	**Lbs/volume**	**Tons/cy**
Asphalt, crushed	45 lbs/cu. ft.	
Asphalt/paving, crushed	1,380 lbs/cy	0.7 tons/cy
Cardboard, corrugated, flattened boxes, loose	100 lbs/cy*	
Carpet & padding, loose	84.4 lbs/cy	
Cement, bulk	100 lbs/cu. ft.	
Cement, mortar	145 lbs/cu. ft.	
Concrete, scrap, loose	1,855 lbs/cy	0.9 tons/cy
Copper fittings, loose	1,048 lbs/cy	
Copper pipe, whole	211 lbs/cy	
Drywall	500 lbs/cy*	
Glass, broken	2,160 lbs/cy	
Gypsum, solid	142 lbs/cu. ft.	
Metal, scrap	1,000 lbs/cy*	
Steel, solid	487 lbs/cu. ft.	
Wood (chipped)	300 lbs/cy*	0.15 – 0.3 tons/cy
Mixed Construction and Demolition (C&D) Debris**	900 lbs/cy	0.45 tons/cy
Mixed Waste/Trash	350 lbs/cy*	0.5 – 0.175 tons/cy

* USGBC Recommended weights

** Construction and Demolition (C&D) Debris includes waste and recyclables generated from construction, renovation, and demolition or deconstruction of pre-existing structures. Land clearing debris including soil, vegetation, and rocks are not to be included.

SAMPLE CONSTRUCTION WASTE MANAGEMENT LOG

Total waste generated by project: _____tons/cubic yards.

Material	Total Waste by Weight (Tons)	Diverted Waste by Weight (Tons)	Salvaged Waste by Weight (Tons)	Disposed at Landfill by Weight (Tons)	Hazardous Material by Weight (Tons)	Comments
Asphalt, crushed						
Asphalt/paving, crushed						
Cardboard, corrugated, flattened boxes, loose						
Carpet & padding, loose						
Cement, bulk						
Cement, mortar						
Concrete, scrap, loose						
Copper fittings, loose						
Copper pipe, whole						
Drywall						
Glass, broken						
Gypsum, solid						
Metal, scrap						
Steel, solid						
Wood (chipped)						
Mixed Construction and Demolition (C&D) Debris**						
Mixed Waste/Trash						

TOTAL: _____Tons _____Tons _____Tons _____Tons _____Tons

TOTAL % Diverted from Landfill: _____ %

END OF SECTION

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1) Description of Contract closeout procedures including:
      a. Removal of Temporary Construction Facilities
      b. Substantial Completion
      c. Final Completion
      d. Project Record Documents
      e. Project Guaranty
      f. Warranties
      g. Turn-In
      h. Release of Claims
      i. Fire Inspection Coordination
      j. Building Inspection Coordination

1.2 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
B. Clean and repair damage caused by installation or use of temporary facilities.
C. Restore permanent facilities used during construction to specified condition.
D. Comply with paragraph 1.15 of Section 015000 (Temporary Facilities and Controls).

1.3 SUBSTANTIAL COMPLETION

A. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to County, with list of items remaining to be completed or corrected.
B. Within reasonable time, County will inspect to determine status of completion.
C. Should County determine that Work is not Substantially Complete, County will promptly notify Contractor in writing, listing all defects and omissions.
D. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion. County will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then Contractor shall pay the cost of the reinspection.
E. When County concurs that Work is Substantially Complete, County will issue a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by County.
F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by County before a Certificate of Substantial Completion will be issued.
G. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse County for costs associated with these visits.

1.4 FINAL COMPLETION

A. Final Completion occurs when Work meets requirements for County's Final Acceptance. When Contractor considers Work is Finally Complete, submit written certification that:
   1) Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
   2) Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of County, and are operative.

3) Work is complete and ready for final inspection.

B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

C. When County finds Work is acceptable and final closeout submittals are complete, County will issue a Final Inspection Report informing Contractor that the Work is complete, that any further accumulation of Liquidated Damages, if any were assessed, stop, and that the County will file the Notice of Completion with the County Recorder. Should County determine that Work is incomplete or Defective:
   1) County promptly will so notify Contractor, in writing, listing the incomplete or Defective items.
   2) Contractor shall promptly remedy the deficiencies and notify County when it is ready for reinspection.

D. Final adjustments of accounts:
   1) Submit a final statement of accounting to County, showing all adjustments to the Contract Sum and complete and execute Document 006400 (Affidavit and Release of Liens Form).
   2) If so required, County shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

1.5 PROJECT RECORD DOCUMENTS

A. Contract Documents will not be closed out and final payment will not be made until completion and submittal of Project Record Documents described in Section 017839 (Project Record Documents).

1.6 PROJECT GUARANTY

A. Requirements for Contractor's guaranty of completed Work are included in Article 9 of Document 007200 (General Conditions). Contractor shall guaranty Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one (1) year from date of Final Acceptance. In addition to this, will be the extended warranty that is to be provided by the roofing membrane manufacture as specified in section 07 54 23 00 item I.

B. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by County shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

C. County may make repairs to Defective Work as set forth in Document 007200 (General Conditions), paragraph 9.3.

D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to County, County shall have right to operate and use materials or equipment until said materials and equipment can, without damage to County, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guaranty period required for acceptable corrected or replaced items of materials or equipment.

E. Nothing in this Section 017700 shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to County for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by County of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for Defective workmanship or Defective materials under laws of this State pertaining to acts of negligence.

1.7 WARRANTIES

A. Execute Contractor's Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals described in Section 013300 (Submittal Procedures), executed or supplied by Subcontractors, suppliers, and manufacturers. Contractor may submit documents in an electronic format acceptable to County with prior approval of County Project Manager.
   1) Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
   2) Assemble in Specification Section order.

B. Submit material prior to final Application for Payment.
   1) For equipment put into use with County's permission during construction, submit within fourteen (14) Days after first operation.
   2) For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within fourteen (14) Days after acceptance, listing date of acceptance as start of warranty period.

C. Warranties are intended to protect County against failure of Work and against deficient, Defective, and faulty materials and workmanship, regardless of sources.

D. Limitations: Warranties are not intended to cover failures that result from the following:
   1) Unusual or abnormal phenomena of the elements
   2) Vandalism after Substantial Completion
   3) Insurrection or acts of aggression including war

E. Related Damages and Losses: Remove and replace Work which is damaged as result of Defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

F. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.

G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

H. Warranty Forms: Submit drafts to County for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
   1) Warranty shall be countersigned by manufacturers.
   2) Where specified, warranty shall be countersigned by Subcontractors and installers.

I. Rejection of Warranties: County reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

J. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one (1) year minimum from date of Final Completion of entire Work except where:
   1) Detailed Specifications for certain materials, equipment or systems require longer warranty periods.
   2) Materials, equipment or systems are put into beneficial use of County prior to Final Completion as agreed to in writing by County.

K. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to County free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of County.

1.8 TURN-IN

A. Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work are turned in to County.

1.9 RELEASE OF CLAIMS

A. Contract Documents will not be closed out and final payment will not be made until Document 006400 (Affidavit of Release of Liens Form) is completed and executed by Contractor and County.

1.10 FIRE INSPECTION COORDINATION

A. Coordinate final fire inspection for the purpose of obtaining an occupancy certificate from County Building Inspection Division and secure sufficient notice to County to permit convenient scheduling (if applicable).

1.11 BUILDING INSPECTION COORDINATION

A. Coordinate with County a final inspection for the purpose of obtaining an occupancy certificate.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 017839

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1) Administrative and procedural requirements for the following Project Record Documents:
      a. Project Record Drawings, Shop Drawings
      b. Project Record Specifications
      c. Project Record Product Data
      d. Miscellaneous Project Record Submittals

B. Specific Project Record Documents requirements that expand requirements of this Section may be included in the individual Sections of Divisions 2 through 49, if used.

1.2 SUBMITTAL

A. At completion of Project, deliver Project Record Documents to County. Project Record Documents required include:
   1) Marked-up copies of Drawings
   2) Marked-up copies of Shop Drawings
   3) Marked-up copies of Specifications, Addenda, Change Orders, and CCDs
   4) Marked-up Product Data submittals
   5) Final set of Project Record Drawings, including electronic version
   6) Final set of Project Record Specifications
   7) Final set of Project Record Product Data
   8) Record Samples
   9) Field records for variable and concealed conditions
   10) Record information on Work that is recorded only schematically

B. Accompany submittal with transmittal letter containing:
   1) Date
   2) Project title and County's Contract number
   3) Contractor's name and address
   4) Number and title of each Project Record Document
   5) Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor's authorized representative.

1.3 GENERAL

A. County will provide one full size set of Drawings and one (1) copy of the Project Manual for Contractor's use for recording as-built conditions.

B. Post changes and Modifications to the Contract Documents as they occur. Do not wait until the end of the Project. County may periodically review Project Record Documents to assure compliance with this requirement.

C. Refer instances of uncertainty to County for resolution.

D. Maintenance of Documents and Samples:
   1) Store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.
   2) Do not permit Project Record Documents to be used for construction purposes.
   3) Maintain Project Record Documents in good order and in a clean, dry, legible condition.
   4) Make Project Record Documents and Samples available at all times for inspection by County.

1.4 PROJECT RECORD DRAWINGS, SHOP DRAWINGS, AND SAMPLES

A. Quality Draftsmanship: All Work on Project Record Drawings and Project Record Shop Drawings shall be performed by competent drafters and shall be clear and fully legible.

County shall be the sole judge of the acceptability of the Project Record Drawings and Project Record Shop Drawings.

B. Mark-up Procedure: During the construction period, maintain a set of prints of Drawings and Shop Drawings for Project Record Documents purposes ("Field Set"). Stamp each document (on each sheet or page) "PROJECT RECORD" in 2-inch high letters. Also maintain a set of Samples for Project Record Documents purposes. Keep record documents current. Note: A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.
   1) Mark Drawings and Shop Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
      a. Dimensional changes to the Drawings and Shop Drawings
      b. Revisions to details shown on the Drawings and Shop Drawings
      c. Depths of various elements of foundation in relation to main floor level or survey datum
      d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
      e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
      f. Locations of underground Work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
      g. Actual numbering and set points of each electrical circuit
      h. Field changes of dimension and detail
      i. Revisions to routing of piping and conduits
      j. Revisions to electrical circuitry
      k. Actual equipment locations
      l. Duct, conduit, and cable size and routing
      m. Changes made by Change Order or CCD
      n. Details not on original Drawings or Shop Drawings
   2) Mark completely and accurately Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Drawings location.
   3) Mark important additional information that was either shown schematically or omitted from original Drawings.
   4) Note CCD numbers; Alternate numbers, Change Order numbers, and similar identification.
   5) Mark Drawing and Shop Drawing sets with red, erasable colored pencil.
   6) Mark Samples to record changes made after review
   7) Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing or Shop Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings or Shop Drawings.
      a. Accurately record information in an understandable and legible drawing technique.
      b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.

C. Preparation of Project Record Drawings and Project Record Shop Drawings: Thirty (30) days prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings and Project Record Shop Drawings with County.

1.5 ADDITIONAL REQUIREMENTS FOR FINAL PROJECT RECORD DOCUMENTS

A. Thirty (30) days prior to Substantial Completion of the Work, Contractor will make

available to Architect marked-up Drawings and Specifications, for Architect use in updating electronic drawing and specification files.

B. After Substantial Completion and before Final Completion, Contractor shall carefully compare all data shown on the job set of Record Drawings with the corresponding record document computer files, prepared by Architect.

C. Contractor shall clearly indicate on the Project Record Documents any changes that were not correctly transferred by the Architect. Contractor shall provide the correct information to the Architect.

D. Contractor shall "cloud" all affected areas.

1.6 PROJECT RECORD SPECIFICATIONS

A. During the construction period, maintain one (1) copy of the Specifications, including Addenda and Modifications issued, for Project Record Documents purposes.

B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and CCD Work, and information on concealed installation that would be difficult to identify or measure and record later.

1) In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.

2) Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and Installation, Operation, and Maintenance Manuals.

3) Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in Installation, Operation, and Maintenance Manuals instead of submitted as Project Record Product Data.

C. Preparation of Project Record Specifications: Thirty (30) days prior to inspection for Certification of Substantial Completion, review completed Field Set Project Record Specifications with County. When authorized, prepare final Project Record Specifications.

1) After Substantial Completion and before Final Completion, carefully transfer all data shown on the Field Set to a separate clean set of Specifications provided by County. Include the printed designation "PROJECT RECORD SPECIFICATION" in a prominent location on the Specifications.

1.7 PROJECT RECORD PRODUCT DATA

A. During the construction period, maintain one (1) copy of each Product Data submittal for Project Record Document purposes.

1) Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer's instructions and recommendations for installation.

2) Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

3) Note related Change Orders and mark-up of Project Record Drawings, where applicable.

4) Upon completion of mark-up, submit a complete set of Project Record Product Data to County for County's records.

5) Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.

6) Contractor is responsible for mark-up and submittal of Project Record Product Data for the Work.

B. Material, Equipment, and Finish Data:
   1) Provide data for primary materials, equipment, and finishes as required under each Specification Section.
   2) Submit two sets prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.
   3) Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:
      a. Trade names
      b. Model or type numbers
      c. Assembly diagrams
      d. Operating instructions
      e. Cleaning instructions
      f. Maintenance instructions
      g. Recommended spare parts
      h. Product data

1.8 MISCELLANEOUS PROJECT RECORD SUBMITTALS

A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to County for County's records. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:
   1) Field records on excavations and foundations
   2) Field records on underground construction and similar Work
   3) Survey showing locations and elevations of underground lines
   4) Invert elevations of drainage piping
   5) Surveys establishing building lines and levels
   6) Authorized measurements utilizing unit prices or allowances
   7) Records of plant treatment
   8) Ambient and substrate condition tests
   9) Certifications received in lieu of labels on bulk products
   10) Batch mixing and bulk delivery records
   11) Testing and qualification of tradespersons
   12) Documented qualification of installation firms
   13) Load and performance testing
   14) Inspections and certifications by governing authorities
   15) Leakage and water-penetration tests
   16) Fire resistance and flame spread test results
   17) Final inspection and correction procedures

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

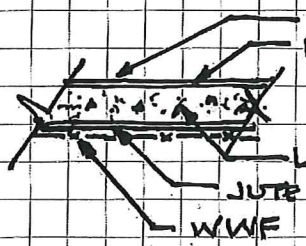
END OF SECTION

2015 TEST

8/14/15

SANTA ROSA VETS BLDG

NO.		LOCATION	MATERIAL
A.	7	EAST LOW ROOF - HATCH OPG	PAPER, BROWN REINF., BELOW ROOF DECK
B	8	MECH SPACE	CONCRETE ROOF DECK
C	9		CONCRETE " "
D	10		PAPER, BROWN/BLACK, ON TOP OF DECK
E	11	DEBRIS ON DUCT	CORRUGATED PAPER INSUL., GRAY (DEBRIS)
F	12	WEST LOW ROOF - HATCH OPG	PAPER, BROWN REINF, BELOW
G	13	MECH SPACE	CONCRETE
H	14		CONCRETE
I	15		PAPER, BROWN/BLACK, ON TOP
J	16		PAPER, BROWN REINF. BELOW



~~Positive from previous sampling~~

60% Chrysotile - EMSL REPORT.

None Detected

None Detected

SECTION

EMSL Analytical, Inc
464 McCormick Street, San Leandro, CA 94577
Phone/Fax: (510) 895-3675 / (510) 895-3680
http://www.EMSL.com sanleandrolab@emsl.com

EMSL Order:	091513541
CustomerID:	CSGS42
CustomerPO:	
ProjectID:	

Attn: **Mike Volatile**
COUNTY OF SONOMA,
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403

Phone:	(707) 565-1957
Fax:	(707) 565-3240
Received:	08/17/15 9:00 AM
Analysis Date:	8/17/2015
Collected:	8/14/2015

Project: **PC6207B.003-11101**

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type
1101-007 *091513541-0001*	PAPER, BOTTOM/ EAST LOW ROOF	Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (other)	**None Detected**
1101-008 *091513541-0002*	CONCRETE/ EAST	Gray Non-Fibrous Homogeneous		65% Quartz 15% Ca Carbonate 20% Non-fibrous (other)	**None Detected**
1101-009 *091513541-0003*	CONCRETE/ EAST	Gray Non-Fibrous Homogeneous		65% Quartz 15% Ca Carbonate 20% Non-fibrous (other)	**None Detected**
1101-010 *091513541-0004*	PAPER, TOP/ EAST	Gray/Black Fibrous Homogeneous		40% Non-fibrous (other)	**60% Chrysotile**
1101-011 *091513541-0005*	CORRUGATED PAPER INSUL (DEBRIS)	White Fibrous Homogeneous		40% Non-fibrous (other)	**60% Chrysotile**
1101-012 *091513541-0006*	PAPER, BOTTOM/ WEST LOW ROOF	Brown Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (other)	**None Detected**
1101-013-Concrete *091513541-0007*	CONCRETE/ WEST	Gray Non-Fibrous Homogeneous		65% Quartz 15% Ca Carbonate 20% Non-fibrous (other)	**None Detected**
1101-013-Mastic *091513541-0007A*	CONCRETE/ WEST	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (other)	**None Detected**

Analyst(s)

Cecilia Yu (11)

Chris Dojlidko, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc San Leandro, CA NVLAP Lab Code 101048-3, WA C884

Initial report from 08/17/2015 16:54:47

EMSL Analytical, Inc
464 McCormick Street, San Leandro, CA 94577
Phone/Fax: (510) 895-3675 / (510) 895-3680
http://www.EMSL.com sanleandrolab@emsl.com

EMSL Order:	091513541
CustomerID:	CSGS42
CustomerPO:	
ProjectID:	

Attn: **Mike Volatile**
COUNTY OF SONOMA,
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403

Phone:	(707) 565-1957
Fax:	(707) 565-3240
Received:	08/17/15 9:00 AM
Analysis Date:	8/17/2015
Collected:	8/14/2015

Project: **PC6207B.003-11101**

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
1101-014 *091513541-0008*	CONCRETE/ WEST	Gray Non-Fibrous Homogeneous		65% Quartz 15% Ca Carbonate 20% Non-fibrous (other)	**None Detected**
1101-015 *091513541-0009*	PAPER, TOP/ WEST	Gray/Black Fibrous Homogeneous		40% Non-fibrous (other)	**60% Chrysotile**
1101-016 *091513541-0010*	PAPER, BOTTOM/ WEST	Black Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (other)	**None Detected**

Analyst(s)
Cecilia Yu (11)

Chris Dojlidko, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc San Leandro, CA NVLAP Lab Code 101048-3, WA C884

Initial report from 08/17/2015 16:54:47

2008 TEST

Forensic Analytical **Analysis Request Form**

CLIENT I.D. # 3969	P.O. # **Date:** 8/21/08
COUNTY OF SONOMA--General Services Department Facilities Operations Division 2680 Ventura Ave., Santa Rosa, Ca. 95403 Attn: Frank Donahue, Environmental Management Phone (707) 565-2956 Fax (707)565-6030 Cell (707)481-2064	**Turnaround time:** 24hrs. **Due date** **Due Time** ☑ PLM ☑ Standard ☐ Point Count ☐ PCM NIOSH 7400 ☐ TEM Air ☐ Ahera ☐ Yamate 2 ☐ NIOSH 7402 ☐ TEM Bulk ☐ Qualitative ☐ Quantitative ☐ Chatfield ☐ TEM Microvac ☐ Special project ☐ Metals Analysis: Flame AA/Pb
Release Number: 1055-08-11101	**Matrix**
Job: S.R. Vets front roofs (3)	**Analyte:** Pb

Comments:

Sample ID	Date/ time	Sample location/Description	FOR AIR SAMPLES ONLY				Sample Area or Volume
			Type	Time On/Off	Avg. LPM	Total time	
11101-1-082108		East middle roof at drain					0
11101-2-082108		East lower deck					0
11101-3-082108		East middle parapet cap					0
11101-4-082108		East lower topcoat					0
11101-5-082108		East mid parapet cap side					0
11101-6-082108		West middle deck					0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0
							0

Sampled By: fd **Date:** **Time:**

Shipped by: ☐ Fed Ex ☐ Airborne ☑ UPS ☐ US Mail ☐ Courier ☐ Drop Off

Relinquished By: Frank Donahue **Date / Time:** 8/21/08 1212	**Relinquished By:** **Date / Time:**
Received By: BP **Date / Time:** 8/25/8 930am ups **Condition Acceptable?** ☐ Yes ☐ No	**Received By:** **Date / Time:** **Condition Acceptable?** ___Yes ___No

Forensic Analytical

Final Report

Bulk Asbestos Analysis

(EPA Method 600/R-93-116, Visual Area Estimation)

Sonoma County Facilities Operations
Frank Donahue
2680 Ventura Avenue

Santa Rosa, CA 95403

Client ID: 3969
Report Number: B116289
Date Received: 08/25/08
Date Analyzed: 08/26/08
Date Printed: 08/26/08
First Reported: 08/26/08

Job ID/Site: S.R. Vets front roofs (3)

Date(s) Collected:

FASI Job ID: 3969
Total Samples Submitted: 6
Total Samples Analyzed: 6

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
11101-1-082108	10790851						
Layer: Silver Paint			ND				
Layer: Black Mastic			ND				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Layer: Black Tar			ND				
Layer: Brown Fibrous Material			ND				
Total Composite Values of Fibrous Components:		**Asbestos (35%)**					
Cellulose (20 %)							
Comment: Bulk complex sample.							
11101-2-082108	10790852						
Layer: Silver Paint			ND				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Total Composite Values of Fibrous Components:		**Asbestos (43%)**					
Cellulose (15 %)							
Comment: Bulk complex sample.							

3777 Depot Road, Suite 409, Hayward, CA 94545 / Telephone: (510) 887-8828 (800) 827-FASI / Fax: (510) 887-4218

Client Name: Sonoma County Facilities Operations

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
11101-3-082108	10790853						
Layer: Silver Paint			ND				
Layer: Grey Mastic		Chrysotile	10 %				
Layer: Black Felt		Chrysotile	60 %				
Layer: Black Tar		Chrysotile	10 %				
Layer: Black Felt		Chrysotile	60 %				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Total Composite Values of Fibrous Components:		**Asbestos (39%)**					
Cellulose (20 %)							
Comment: Bulk complex sample.							
11101-4-082108	10790854						
Layer: Black Tar			ND				
Layer: Silver Paint			ND				
Total Composite Values of Fibrous Components:		**Asbestos (ND)**					
Cellulose (Trace) Fibrous Glass (2 %)							
11101-5-082108	10790855						
Layer: Silver Paint			ND				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Layer: Black Tar			ND				
Layer: Black Felt			ND				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Total Composite Values of Fibrous Components:		**Asbestos (32%)**					
Cellulose (25 %) Synthetic (5 %)							
Comment: Bulk complex sample.							
11101-6-082108	10790856						
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	60 %				
Total Composite Values of Fibrous Components:		**Asbestos (43%)**					
Cellulose (15 %) Synthetic (5 %)							
Comment: Bulk complex sample.							

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2002 TEST

TOTAL P.02

Forensic Analytical

234 Analysis Request Form

CLIENT I.D. 3969

County of Sonoma
GENERAL SERVICES
Facilities Operations Division

Frank Donahue
Project Specialist
Environmental Management

2680 Ventura Ave.
Santa Rosa, CA 95403

Phone (707) 565-2956
Fax (707) 565-6030
Pager (707) 288-9109
Cell (707) 481-2064

P.O. #: 040-6-1179 Date: / /

Turn Around Time: ____hr/ 12hr / 24hr / 48 hr / ext: ____

Due Date: 12/8/02 Due Time: ____ : ____ am/pm

☒ PLM: ☒ Standard / ☐ Point Count ☐ PCM: NIOSH 7400

☐ TEM Air: ☐ AHERA / ☐ Yamate2 / ☐ NIOSH 7402

☐ TEM Bulk: ☐ Quantitative / ☐ Qualitative / ☐ Chatfield

☐ TEM Water: ☐ Potable / ☐ Non-Potable / ☐ Wt %

☐ TEM Microvac

☐ Special Project:

RELEASE NUMBER 1055-12-8060

Job: S.R. VETS EAST ROOF-PCS906X02

☐ Metals Analysis: Method

Matrix:

Analytes:

Comments:

Sample ID	Date/ Time	Sample Location/Description	FOR AIR SAMPLES ONLY				Sample Area or Air Volume
			Type	Time On/Off	Avg. LPM	Total Time	
8060-1-120602		EAST PARAPET	A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				

Sampled by: FRANK DONAHUE Date: 12/6/02 Time: :

Shipped via: ☐ Fed Ex ☐ Airborne ☒ UPS ☐ US Mail ☐ Courier ☐ Drop Off ☐ Other:

Relinquished by:	Relinquished by:	Relinquished by:
FRANK DONAHUE		
Date / Time: 12/9/02 0700	Date / Time:	Date / Time:
Received by:	Received by:	Received by:
Date / Time: 12/10/02 1025am	Date / Time:	Date / Time:
Condition Acceptable? ☐ Yes ☐ No	Condition Acceptable? ☐ Yes ☐ No	Condition Acceptable? ☐ Yes ☐ No

Final Report

Forensic Analytical

San Francisco • Los Angeles • Paris

Bulk Asbestos Analysis

(EPA Method 600/R-93-116, Visual Area Estimation)

Sonoma County Facilities Operations
Frank Donahue
2680 Ventura Avenue

Santa Rosa, CA 95403

Client ID: 3969
Report Number: B045726
Date Received: 12/10/02
Date Analyzed: 12/10/02
Date Printed: 12/10/02
First Reported: 12/10/02

Job ID / Site: SR Vets East Roof-PC5906X-2

FASI Job ID: 3969-234

Sample Number	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
8060-1-120602	10200364						
Layer: Black Tar			**ND**				
Layer: Black Felt		Chrysotile	**35 %**				
Layer: Black Tar			**ND**				
Layer: Black Felt		Chrysotile	**35 %**				

Total Composite Values of Fibrous Components: **Asbestos:(28%)**
Cellulose (25%) Fibrous Glass (3%)

James Flores, Laboratory Supervisor, Hayward Laboratory

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

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1998 TEST

Forensic Analytical

FAX (707) 527-3240

BULK SAMPLE REQUEST FORM

CLIENT NAME & ADDRESS:	PHONE: (707) 527-2847	DATE: 11/25/98
SONOMA COUNTY ARCHITECT 2300 COUNTY CENTER DRIVE SUITE A-220 SANTA ROSA, CA 95403	Circle the Method and Turn Around Time ____hr/12hr/24hr/48hr/Ext	Results Needed: NORMAL TURNAROUND
	PLM: Standard / Point Count	Gravimetry Prep
CONTACT: DENNIS MEREDITH	TEM: QUAL / QUANT. / WATER	
P.O.# JOB #	AA/Flame AA/Furnace ICP	
SITE: SANTA ROSA VETS BLDG	METALS: #1,2,3,4-ASBESTOS PLM; #5- Pb.	

SAMPLE NUMBER	DATE COLLECTED	SAMPLE LOCATION/DESCRIPTION	
1	11/25/98	ROOFING MATERIAL (BUILT-UP-ROOFING	
2	"	SEALANT FROM PARAPET	TEST FOR ASBESTOS
3	"	SEALANT FROM PARAPET	
4	"	ELASTOMERIC COATING FROM WALL	
5	"	ELASTOMERIC COATING FROM WALL	TEST FOR LEAD

Sampled by: D. MEREDITH Date: 11/25/98 Time: 0915

Relinquished by: D. Meredith Date/Time: 1015 11/25/98

Received By: Date/Time: 12/01/98 1408 - USMail Sealed Condition (circle one) YES / NO

Relinquished by: Date/Time:

Received By: Date/Time: Sealed Condition (circle one) YES / NO

San Francisco Office: 3777 Depot Road, Suite 409, Hayward, California 94545 • Telephone: 510/887-8828 800/827-FASI Fax: 510/887-4218
Los Angeles Office: 19443 Laurel Park Road, Suite 101, Rancho Dominguez, California 90220 • Telephone: 310/763-2374 Fax: 310/763-3684

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

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Forensic Analytical
Analytical Report

Preliminary FAX

Sonoma County Architect
DEC 2 1998
RECEIVED

Bulk Asbestos Analysis

(EPA Method 600/R-93-116)

Sonoma County Architect
Mr. Dennis Meredith
Attn: Dennis Meredith
2300 County Center Dr, #A-220
Santa Rosa, CA 95403

Client ID: 3473
Report Number: B006276
Date Received: 12/01/98
Date Analyzed: 12/02/98
Date Reported: 12/02/98

Job ID / Site: Santa Rosa Vets Bldg.

FASI Job ID: 3473-8

Sample Number	Lab Number	Type	Layer	Type	Layer	Type	Layer
1	19848266						
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	15%				
Total Composite Values of Fibrous Components:		**Asbestos:(10%)**		Cellulose (40%)	Fibrous Glass (10%)		
2	19848267						
Layer: Grey Semi-Fibrous Material		Chrysotile	35%				
Layer: Black Semi-Fibrous Material		Chrysotile	10%				
Total Composite Values of Fibrous Components:		**Asbestos:(10%)**		Cellulose (ND)	Fibrous Glass (ND)		
3	19848268						
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	35%				
Total Composite Values of Fibrous Components:		**Asbestos:(30%)**		Cellulose (35%)	Fibrous Glass (15%)		

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

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Forensic Analytical
Analytical Report

Preliminary FAX

Bulk Asbestos Analysis

(EPA Method 600/R-93-116)

Sonoma County Architect
Mr. Dennis Meredith
Attn: Dennis Meredith
2300 County Center Dr, #A-220
Santa Rosa, CA 95403

Client ID: 3473
Report Number: B006276
Date Received: 12/01/98
Date Analyzed: 12/02/98
Date Reported: 12/02/98

Job ID / Site: Santa Rosa Vets Bldg.

FASI Job ID: 3473-8

Sample Number	Lab Number	Type	Layer	Type	Layer	Type	Layer
4	19848269						
	Layer: White Skimcoat/Joint Compounc	Chrysotile	5%				
	Layer: Brown Fibrous Material		ND				
	Layer: Paint		ND				

Total Composite Values of Fibrous Components: **Asbestos:(2%)** Cellulose (Trace) Fibrous Glass (ND)

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

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TLCDARCHITECTURE

520 Third St. #250
Santa Rosa, CA 95401
o: 707.525.5600
f: 707.525.5616
tlcd.com

SANTA ROSA VETERANS MEMORIAL BUILDING ROOFING AND ADA SITE IMPROVEMENTS

PROJECT MANUAL

PROJECT ADDRESS
1351 MAPLE AVE.

OWNER
COUNTY OF SONOMA

DATE
03/23/2017

PHASE
CONSTRUCTION DOCUMENTS

TLCD PROJECT NUMBER
16020.00

OWNER'S PROJECT NUMBER
6601KK

PROJECT MANUAL

ROOFING AND ADA SITE IMPROVEMENTS

SANTA ROSA VETERANS MEMORIAL BUILDING
1351 MAPLE AVE.
SANTA ROSA, CA

TLCD Project No.: 16020.00

for

COUNTY OF SONOMA
2300 COUNTY CENTER DRIVE
SUITE A-220
SANTA ROSA, CA

CONSTRUCTION DOCUMENTS

ARCHITECT

TLCD Architecture
520 Third Street, Suite #250
Santa Rosa, CA 95401
707.525.5600
Contact: Jeff Blechel, Project Architect
(707) 535-5232

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END OF SECTION

SECTION 01 32 33 00 - SCHEDULE OF VALUES

1.1 GENERAL

A. Description Of Work
1. This specification covers the preparation, content and submittal of the schedule of values. The Schedule of Values is an itemized list that establishes the value or cost of each part of the Work. It shall be used as the basis for preparing progress payments.

B. Preparation
1. Schedule shall show breakdown of labor, materials equipment and other costs as directed by the Owner.
2. Costs shall be in sufficient detail to indicate separate amounts for each major subsection of the Work. The Contractor may include an item for bond, insurance, temporary facilities and job mobilization.
3. Schedule of Values shall be prepared on 8-1/2-inch by 11-inch white paper.
4. Use the major subsections of the Detailed Scope of Work as the basis for Schedule format. List sub-items of major products or systems as appropriate or when requested by the Owner.
5. When requested by the Owner, support values with data that will substantiate their correctness.
6. The sum of the individual values shown on the Schedule of Values must equal the total Job Order Price.
7. Schedule shall show the purchase and delivery costs for materials and equipment that the Contractor anticipates he shall request payment for prior to their installation.

C. Submittal: Submit two copies of Schedule, or any other number of copies as directed by the Owner, to the Owner for approval at least 20 days prior to submitting first application for a progress payment. After review by the Owner, revise and resubmit Schedule as required until it is approved.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

END OF SECTION 01 32 33 00

SECTION 01 32 33 00c - REFERENCES

1.1 GENERAL

A. Definitions
1. General: Basic Contract definitions are included in the Conditions of the Contract.
2. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
3. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
4. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
5. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
6. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
7. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
8. "Provide": Furnish and install, complete and ready for the intended use.
9. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

B. Industry Standards
1. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
2. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
3. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
   a. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

C. Abbreviations And Acronyms
1. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council	(202) 737-0202

	www.aabchq.com	
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100

AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)	
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(405) 780-7372
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)	
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040

ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industry International) www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (Now WCSC)	
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood-Preservers' Association www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association	(703) 788-2700

	www.cganet.com	
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	Canadian Standards Association	(800) 463-6727 (416) 747-4000
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Cast Stone Institute www.caststone.org	(717) 272-3744
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500

EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association www.esda.org	(315) 339-6937
FIBA	Federation Internationale de Basketball (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.ch	41 21 345 35 35
FM Approvals	FM Approvals www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FMRC	Factory Mutual Research (Now FM Global)	
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridaroof.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	(Now GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440

HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
IBF	International Badminton Federation www.internationalbadminton.org	(6-03) 9283-7155
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 255-1561
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
ISSFA	International Solid Surface Fabricators Association	(877) 464-7732

	www.issfa.net	(702) 567-8150
ITS	Intertek Testing Service NA www.intertek.com	(972) 238-5591
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(847) 480-9138
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport	(800) 213-7193, ext. 453

	www.aahperd.org/nagws/	
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-3550
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (303) 697-8441
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association	(901) 526-5016

	(Formerly: National Oak Flooring Manufacturers Association) www.nofma.com	
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window and Door Association (Now WDMA)	
OPL	Omega Point Laboratories, Inc. (Now ITS)	
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America) www.landcarenetwork.org	(800) 395-2522 (703) 736-9666
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580

RIS	Redwood Inspection Service www.calredwood.org	(888) 225-7339 (415) 382-0662
SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630

SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tileroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (Now WCSC)	

WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 297-2109
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (Now WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 570-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

2. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA	BOCA International, Inc. (See ICC)	
IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council www.iccsafe.org	(888) 422-7233 (703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
SBCCI	Southern Building Code Congress International, Inc.	

(See ICC)

UBC Uniform Building Code
(See ICC)

3. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://.dodssp.daps.dla.mil	(215) 697-6257
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999

PBS	Public Building Service (See GSA)	
PHS	Office of Public Health and Science www.osophs.dhhs.gov/ophs	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board http://gulliver.trb.org	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000

4. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA)	(800) 872-2253
	Architectural Barriers Act (ABA)	(202) 272-0080
	Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	
CFR	Code of Federal Regulations	(866) 512-1800
	Available from Government Printing Office	(202) 512-1800
	www.gpoaccess.gov/cfr/index.html	
DOD	Department of Defense Military Specifications and Standards	(215) 697-2664
	Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification	(215) 697-2664
	Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	

	Available from Defense Standardization Program www.dps.dla.mil	
	Available from General Services Administration	(202) 619-8925
	www.gsa.gov	
	Available from National Institute of Building Sciences	(202) 289-7800
	www.wbdg.org/ccb	
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards	(215) 697-2664
	Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	
UFAS	Uniform Federal Accessibility Standards	(800) 872-2253
	Available from Access Board	(202) 272-0080
	www.access-board.gov	

5. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation	(800) 952-5210
	www.dca.ca.gov/bhfti	(916) 574-2041
CCR	California Code of Regulations	(916) 323-6815
	www.calregs.com	
CPUC	California Public Utilities Commission	(415) 703-2782
	www.cpuc.ca.gov	
TFS	Texas Forest Service	(979) 458-6650
	Forest Resource Development http://txforestservice.tamu.edu	

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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SECTION 01 32 33 00d - ABBREVIATIONS, ACRONYMS, DEFINITIONS, AND SYMBOLS

1.1 GENERAL

A. Description Of Work
1. This specification covers abbreviations, acronyms, definitions, and symbols used in the Contract Documents.

B. Unit of Measure Definitions

1. Following is a list of Industry Standard abbreviations.

A	Area Square Feet; Ampere
AB	Anchor Bolt
ABC	Aggregate Base Course
ABS	Acrylonitrile Butadiene Styrene
AC	Alternating Current; Air-Conditioning; Asphaltic Concrete; Plywood Grade A & C
ACFM	Actual Cubic Feet Per Minute
ACM	Asbestos Containing Material
ACP	Asphaltic Concrete Paving
ACR	Acre
AD	Plywood, Grade A & D
ADDL	Additional
ADJ	Adjustable
ADMIN	Administer; Administration
AGG	Aggregate
AH	Ampere Hours
AHM	Ampere-Hour Meter
AHU	Air Handling Unit
AIC	Amperes Interrupting Capacity
AL	Aluminum
ALT	Alternate
AMP	Ampere
AMT	Amount
AOT	Adjusted Oxygen Transfer
APP	Attactic Polypropylene
APPROX	Approximate
Apt.	Apartment
ART	Articulated
ASB	Asbestos
ASJ	All Surface Jacketing
Avg.	Average
AWG	American Wire Gauge
BAG	Bag
BBL	Barrel
B&B	Grade B and Better; Balled & Burlapped
B&S	Bell and Spigot
B&W	Black and White
BC	Between Centers
BCY	Bank Cubic Yard
BDL	Bundle
BD FT	Board Feet
BEV	Bevel/Beveled
BF	Board Feet
BFP	Boiler Feed Pump
BHN	Brinell Hardness Number
BHP	Boiler Horsepower; Brake Horsepower
BI	Black Iron
Bit.	Bituminous
Bitum.	Bituminous
Bk.	Backed
Brkrs.	Breakers
Bldg.	Building
BLK	Black; Block
BM	Bank Measure; Beam
BOD	Biochemical Oxygen Demand
BOX	Box (each)
BR	Bedroom
Brg.	Bearing
BRK	Brick
BTFLY VLV	Butterfly Valve
BTR	Better (Lumber)
BTU	British Thermal Units
BTU/HR	British Thermal Units per Hour
BUR	Built Up Roof
BW	Butt Weld
BWG	Birmingham Wire Gauge
BX	Interlocked Armored Cable
C	Centigrade; Conductance; Conductivity, Hundred
CA	Corrosion Allowance
Cab.	Cabinet
CAP	Capacity
CB	Circuit Breaker
CC	Center to Center
CCA	Chromate Copper Arsenate

CCF	Hundred Cubic Feet
CCY	Compacted Cubic Yard
cd	Candela
cd/sf	Candela per Square Foot
CF	Cubic Foot (Feet)
CFM	Cubic Feet per Minute
CHG	Charge
CHW	Chilled Water; Commercial Hot Water
CI	Cast Iron
CIP	Cast in Place; Cast Iron Pipe
CIRC	Circulating; Circuit
CLF	Hundred Linear Feet; Current Limiting Fuse
CLP	Cross Linked Polyethylene
cm	Centimeter
CMP	Corrugated Metal Pipe
CMPA	Corrugated Metal Pipe - Arched
CMU	Concrete Masonry Unit
CO	Carbon Monoxide
CO2	Carbon Dioxide
COL	Column
Comb	Combination
Compr	Compressor
CONC	Concrete
CONSTR	Construction
Cont	Continuous; Continued
Corr	Corrugated
CP	Chrome Plated
CPE	Chlorinated Polyethylene
Cplg.	Coupling
CPM	Cycles per Minute
CPM	Critical Path Method
CPS	Centipoise
CPRSR	Compressor
CPVC	Chlorinated Polyvinyl Chloride
CS	Carbon Steel
CSF	Hundred Square Feet
CSPE	ChloroSulphinated Polyethylene
CSS	Cast Semi Steel
CT	Current Transformer
CTB	Cement Treated Base
CTR	Center
CU FT	Cubic Foot
CU IN	Cubic Inch
CU YD	Cubic Yard
CW	Chilled Water; Cold Water
CWR	Chilled Water Return
CWS	Chilled Water Supply
CWT	Hundred Weight
CY	Cubic Yard (27 cu. ft.); Cycle
CYH	Cubic Yards Per Hour
Cyl	Cylinder
d	Penny (nail size)
D	Deep; Depth; Discharge
Dis.	Discharge
Disch.	Discharge
DB	Dry Bulb; Decibel
DBL	Double
DC	Direct Current
DCS	Distributed Control System
DDC	Direct Digital Control
Demob	Demobilization
DF	Douglas Fir
DFT	Dry Film Thickness
DH	Double Hung
DHW	Domestic Hot Water
DI	Ductile Iron
D/P	Differential Pressure
DIA	Diameter
Diam	Diameter
Diag.	Diagonal
Distrib.	Distribution
DL	Dead Load; Diesel
DLH	Deep Long Span Bar Joist
DPST	Double Pole, Single Throw
DS	Double Strength
DSA	Double Strength A Quality Glass
DSB	Double Strength B Quality Glass
DWV	Drain, Waste, Vent Piping
DX	Deluxe White, Direct Expansion
dyn	Dyne
e	Eccentricity
E	Electrical Grade (Fiberglass Construction)
EA	Each
Econ.	Economy
ECR	Electrical Grade, Corrosion Resistant (Fiberglass Construction)
EDP	Electronic Data Processing
EDR	Equiv. Direct Radiation
EG	Electro Galvanized
EIFS	Exterior Insulation Finish System
ELEC	Electric; Electrical
Elev.	Elevator; Elevating
EM	Electron Microscopy
EMT	Electric Metallic Tubing; Thin Wall Conduit
Eng.	Engine, Engineered
EPDM	Ethylene Propylene Diene Monomer
EPS	Expanded Polystyrene
EQL	Equally
Equip.	Equipment
ERW	Electrical Resistance Welded
EROPS	Enclosed Roll Over Protection System
ES	Energy Saver

Est.	Estimated
EW	Each Way
EWT	Entering Water Temperature
Excav.	Excavation
EXH	Exhaust
Exp.	Expansion; Exposure
EXP JT	Expansion Joint
Ext.	Exterior
F	Fahrenheit; Female; Fill
f	Fiber stress
f_c	Compressive Stress in Concrete
f_y	Minimum Yield Stress of Steel
f'_m	Compressive Strength of Masonry
F&D	Flanged-and-Dished
F&I	Furnished and Installed
Fab.	Fabricated
FAD	Free Air Delivery
FBGS	Fiberglass
FC	Footcandles
FCXP	Fan Cooled Explosion Proof
FDA	Food and Drug Administration
FEP	Fluorinated Ethylene Propylene (Teflon)
FF	Flat Face
Fig.	Figure
Fin.	Finished
FL	Full Load
FLDG	Folding
Fl. Oz.	Fluid Ounces
Flr.	Floor
FM	Frequency Modulation; Factory Mutual
Frmg.	Framing
Fndtn.	Foundation
FT	Foot, Feet
FTNG(S)	Fitting(s)
FLG	Flange
FOB	Freight on Board
Fount.	Fountain
FPM	Feet Per Minute
FPS	Feet Per Second
FPT	Female Pipe Thread
FRP	Fiberglass Reinforced Plastic
FS	Forged Steel
FSC	Cast Body, Cast Switch Box
Ftg.	Footing
Ft. Lb.	Foot Pound
Furn.	Furniture
FVNR	Full Voltage Non-Reversing
FXM	Female by Male
G	Gravity
g	Gram
GA	Gauge or Gage
G & A	General and Administrative
GAL	Gallon
Gal./Min.	Gallon per Minute
GALV	Galvanized
GBSD	Gear Box Sheave Diameter
Gen.	General
GFCI	Ground Fault Circuit Interrupter
GFR	Ground Fault Relay
GPD	Gallons per Day
GPH	Gallon per Hour
GPM	Gallon per Minute
GR	Grade
Grnd.	Ground
GSF	Ground Square Foot
GVW	Gross Vehicle Weight
H	High, Height; High Strength Bar Joist
HC	Handicapped; High Capacity
HD	High Density; Heavy Duty
HDO	High Density Overlay
HDPE	High Density Polyethylene
Hdr.	Header
Hdw.	Hardware
HEPA	High Efficiency Particulate Air
Hg	Mercury
HIC	High Interrupting Capacity
HM	Hollow Metal
HNDL	Handle
HO	High Output; Heel Outlet
Horiz.	Horizontal
HP	High Pressure;Horse Power
HPF	High Pressure Factor
HPL	High Pressure Laminate
HR	Hour
HRS	Hot-Rolled Steel
HS	High Speed; High Strength
HSC	High Short Circuit
HSLA	High Strength Low Alloy
HT	Hospital Tips; Height
Htg.	Heating
Htrs.	Heaters
HVAC	Heating, Ventilating & Air Conditioning
Hvy.	Heavy
HW	Hot Water
HWR	Hot Water Return
HWS	Hot Water Supply
HWT	Hundred Carton Weight
Hyd.	Hydraulic
Hydr.	Hydraulic
HZ	Hertz (cycles)
I	Moment of Inertia
IC	Interrupt Capacity
ICFM	Inlet Cubic Feet per Minute
ID	Inside Diameter
I.D.	Identification; Inside Dimension

IF Inside Frosted
IMC Intermediate Metal Conduit
IN Inch
IN LB Inch Pound
IN WC Inches Water Column
Incan. Incandescent
Incl. Include, Including
Inst. Install, Installation
Insul. Insulation, Insulated
Int. Interior
INTSCT Intersect
IP Iron Pipe
IPS International Pipe Standard
Iron Pipe Size
Inches per Second
IPT Iron Pipe Threaded
ISP Inlet Steam Pressure
IW Indirect Waste

J Joule
JOB Job
JOC Job Order Contracting
JT Joint

K Thousand; Thousand Pounds;
Heavy Wall Copper Tubing; Kelvin
KAH Thousand Amp Hours
KD Kiln Dried; Knocked Down
KDAT Kiln Dried After Treatment
Kip 1000 Pounds
KO Knockout
Km Kilometer
KLF Kips per Linear Foot
KSF Kips per Square Foot
KSI Kips per Square Inch
kA KiloAmp
kg Kilogram
kHz Kilohertz
kJ Kilojoule
kV Kilovolt
kVA Kilovolt Ampere (1,000 volt amps)
KVAR Kilovar (Reactance)
kW Kilowatt
kWh Kilowatt Hour

L Length; Long;
Medium Wall Copper Tubing
L&E Labor and Equipment
LAB Labor
LAN Lane
LAT Latitude
LAV Lavatory
L.B. Load Bearing; L Conduit Body
LB Pound (Force or Mass)
LB/HR Pounds per Hour
LBS Pounds
LBSF Pounds per Square Foot
LCD Liquid Crystal Display
LCL Less Than Carload Lot
LCY Loose Cubic Yard
LE Leading Edge; Lead Equivalent
LED Light Emitting Diode
LEL Lower Explosive Limit
LF Linear Foot
LFD Linear Feet Per Day
LFTL Lineal Feet Tube Length
Lge. Large; Long
LH Labor Hours; Long Span Bar Joist
LIN Linear
LL Live Load
LLD Lamp Lumen Depreciation
LNG Liquid Natural Gas
LOA Length Over All
L-O-L Lateralolet
LP(G) Liquid Propane (Gas)
LS Low Speed; Lump Sum
Lt Light
Lt Ga Light Gauge
LTL Less than Truck Load
Lt Wt Light Weight
LV Low Voltage
lm Lumen
lm/sf Lumen per square foot
lm/W Lumen per Watt

m Meter
m3/H Cubic Meters per Hour
mA Milliampere
m/S Meters per Second
M Thousand; Male;
Light Wall Copper Tubing
MATL Material
MAX Maximum
Mach Machine
Mag. Str. Magnetic Starter
Maint. Maintenance
Mat Material
Mat'l; Material
Max. Maximum
Mb Million Bytes (characters(
MBF Thousand Board Feet
MBH Thousand BTU per Hour
MBtu Thousand British Thermal Units
MC Metal Clad Cable
MCF Thousand Cubic Feet
MCM Thousand Circular Mills
MCP Motor Circuit Protector
MD Medium Duty

MDO	Medium Density Overlaid
Med.	Medium
MF	Thousand Feet
MF3	Thousand Cubic Feet
Mfg.	Manufacturing
Mfrs.	Manufacturers
Mg	Milligram
MG	Market Grade
MGD	Million Gallons per Day
MGPH	Thousand Gallons per Hour
MH	Manhole; Manhour; Metal Halide
MHz	MegaHertz
Mi	Mile
MI	Malleable Iron; Mineral Insulated
MIN	Minimum; Minute
MISC	Miscellaneous
ml	Milliliter; Mainline
MLF	Thousand Linear Feet
mm	Millimeter
MO	Month
Mobil.	Mobilization
Mog.	Mogul Base
MPH	Miles Per Hour
MPT	Male Pipe Thread
MRT	Mile Round Trip
ms	Millisecond
MSD	Motor Sheave Diameter
MSF	Thousand Square Feet
MSY	Thousand Square Yards
MT	Mount
MTD	Mounted
MTG	Mounting
MTR	Mill Test Report
MVA	Million Volt Ampere
MVAR	Million Volt Amperes Reactance
MV	Megavolt
MW	Megawatt
MXM	Male by Male
MYD	Thousand Yards
N	Natural; North
nA	Nanoampere
NA	Not Applicable
NC	Normally Closed
NEHB	Bolted Circuit Breaker to 600V
NDT	Non Destructive Testing
NIOSH	National Alloy
NLB	Non-Load Bearing
NM	Non-Metallic Cable
nm	Nanometer
NO	Normally Open
No.	Number
NOM	Nominal
NQOD	Combination Plug-on/Bolt-on Circuit Breaker to 240V
NRC	Noise Reduction Coefficient
NPT	National Pipe Thread
NPS	Nominal Pipe Size
NRP	Non-Removable Pins
NRS	Non-Rising Stem
ns	Nanosecond
NTE	Note
NTP	National Taper Pipe (Thread)
nW	Nanowatt
OAL	Overall Length
OB	Opposing Blade
OC	On Center
OD	Outside Diameter
O.D.	Outside Dimension
ODP	Open Drip Roof
ODS	Overhead Distribution System
OEM	Original Equipment Manufacturer
OG	Ogee
OH	Overhead
OH&P	Overhead and Profit
OHL	Over Hung Load
Oper.	Operator
Opng.	Opening
OPR	Operating
Orna.	Ornamental
OSA	Outside Air
OSB	Oriented Strand Board
OS & Y	Outside Screw and Yoke
OUT	Outlet or Output (each)
Ovhd.	Overhead
OWG	Oil, Water or Gas
OWSJ	Open Web Steel Joist
OZ	Ounce
P	Pole; Applied Load; Projection
p	Page
pp	Pages
PAPR	Powered Air Purifying Respirator
PAR	Weatherproof Reflector
PB	Push Button
PC	Personal Computer; Piece;
PCs	Pieces
P.C.	Portland Cement; Power Connector
PCF	Pounds per Cubic Foot
PCM	Phase Contrast Microscopy
PE	Professional Engineer; Plain End Porcelain Enamel; Polyethylene;
PERF	Perforated
PH	Phase
PI	Pressure Injected
PID	Programmable Integral Derivative Controller
PKG	Package
PL	Plate

PLC Programmable Loop Controller
PLM Polarized Light Microscopy
PLTC Power Limited Tray Cable
PLY Plywood
PNEU Pneumatic
PNTD Painted
POA Priced On Application/Priced On Approval
PESB Pre-engineered Steel Building
PPD Pounds Per Day
PP; PPL Polypropylene
PPM Parts Per Million
PPS Polyphenylene Sulfide
PR Pair
Prefab. Prefabricated
Prefin. Prefinished
PROGEN® Proposal Generator Software for Job Order Contracting
PROP Propelled; Propeller
PSF Pounds Per Square Foot
PSI Pounds Per Square Inch
PSIA Pounds Per Square Inch Atmosphere
PSIG Pounds Per Square Inch Gauge
PSP Plastic Sewer Pipe
PT Power or Potential Transformer
Pt. Pint
Ptns. Partitions
P&T Pressure & Temperature
PTFE Polytetrafluoroethylene
Pu Ultimate Load
PV Photovoltaic
PVA Polyvinyl Acrylate
PVC Polyvinyl Chloride
PVDC Polyvinylidene Chloride
PVDF Polyvinylidene Fluoride
PVF Polyvinyl Fluoride
Pvmt. Pavement
PVQ Pressure Vessel Quality
Pwr. Power

Q Quantity Heat Flow
QA Quality Assurance
QC Quality Control; Quick Coupling
QT Quart
Quan. Quantity
Qty. Quantity

R Thermal Resistance
R/L Random Lengths
R/W/L Random Widths and Lengths
RA Return Air; Registered Architect
RCP Reinforced Concrete Pipe
Rect. Rectangle
REINF Reinforced/Reinforcing
Req'd Required
RF Raised Face
RGH Rough
RGS Rigid Galvanized Steel
RH Relative Humidity
RHW Rubber, Heat & Water Resistant; Residential Hot Water
rms Root Mean Square
RND Round
ROL Roll (each)
ROM Room
ROPS Roll Over Protection System
ROW Row
R.O.W. Right of Way
RPM Revolutions Per Minute
RR Direct Burial Feeder Conduit
RS Rapid Start
RSC Rigid Steel Conduit
RSR Riser (Per Rise)
RT Round Trip
RTD Resistance Temperature Detector
RTJ Ring Type Joint
RTRP Reinforced Thermoset Resin Piping
RVT Reinforced Vinyl Tile

S Suction; Single Entrance; South
S1S2E Surfaced 1 side, 2 Edges
S2S Surfaced 2 Sides
S4S Surfaced 4 Sides
Sa Sack
SA Supply Air
SBS Styrene Butyl Styrene
Scaf. Scaffolding
SCFH Standard Cubic Foot Per Hour
SCFM Standard Cubic Foot per Minute
SCH Schedule
SCR Modular Brick
SCRD Screwed
SD Sound Deadening
SDR Standard Dimension Brick; Size To Diameter Ratio
SE Surfaced Edge; Semi-Elliptical
SEA Seat
SER Service Entrance Cable
SEU Service Entrance Cable
SET Set
SF Square Foot/Feet
SFCA Square Feet of Form in Contact with Concrete
SHTS Sheets
SI Square Inch
SIS Synthetic Heat-Resistant
SLDR Solder
SLH Super Long Span Bar Joist

SN Solid Neutral
S-O-L Socketolet
SP Self-Propelled; Single Pole; Space; Standpipe
Static Pressure (measured in inches of water);
SPDT Single Pole, Double Throw
SPGR Specific Gravity
SPWG Static Pressure Water Gauge
SQ Square; Hundred Square Feet (10' x 10' area)
SQ FT Square Foot/Square Feet
SQ IN Square Inch
SQ YD Square Yard
SS Stainless Steel; Single Strength
SSB Single Strength B Quality Glass
SSL Self Sealing Lap
STC Sound Transmission Class
STD Standard
STK Select Tight Knot
STP Stop (each); Standard Temperature & Pressure
SURF Surface
STL Steel
SURF Surface
SW Seam Weld
SW Switch
SWBD Switchboard
SWS Segmentally Welded Steel
SWSI Single Width, Single Inlet
SY Square Yard
SYN Synthetic
SYP Southern Yellow Pine
SYS System

T Thick; Temperature; Ton
T&C Threaded and Coupled
T&G Tongue and Grove
TBC Tensile Bolt Cloth
TBE Threaded Both Ends
TC Terra Cotta
TDS Total Dissolved Solids
TEAO Totally Enclosed Air Over
TEFC Totally Enclosed Fan Cooled
TETC Totally Enclosed Tube Cooled
TFE Tetrafluoroethylene (Teflon)
THHN Nylon Jacketed Wire
THK Thick
THKNS Thickness
THW Insulated Strand Wire
THWN Nylon Jacketed Wire
TI Titanium
TL Truckload
TM Track Mounted
T-O-L Threadolet
TON Ton
Tot. Total
TPH Tons Per Hour
Transf. Transformer
TSHP Total Shaft Horse Power
T'STAT Thermostat
TV Television
TW Thermoplastic Water Resistant Wire

UA Unequal Angle
UCI Uniform Construction Index
UF Underground Feeder
UHF Ultra High Frequency
UI United Inch
UNC Unified Coarse (Threads)
USP United States Primed
UTP Unshielded Twisted Pair
UV Under Voltage

V Volt
VA Volt Amperes
VAV Variable Air Volume
VCT Vinyl Composition Tile
Vert. Vertical
VF Vinyl Faced
VHF Very High Frequency
VLF Vertical Linear Foot
VLV Valve
Vol. Volume
VRP Vinyl Reinforced Polyester

w/ With
W Watt; Width; Wire; West
WB Wet Bulb
WC Water Column; Water Closet
WF Wide Flange
WG Water Gauge
WHM Watthour Meter
WK Week
Wldg. Welding
WOG Water, Oil, Gas
W-O-L Weldolet
WP Weather Protected
WR Water Resistant
WSP Water, Steam, Petroleum
WT Weight
WWF Welded Wire Fabric

X or x By or Times
XFER Transfer
XFMR Transformer
XHD Extra Heavy Duty
XHHW; XLPE Cross-Linked Polyethylene Wire Insulation
XLP Cross-Linked Polyethylene

XP	Explosion Proof	YD	Yard
		YR	Year
Y	Wye		

2. Symbols

Δ	Delta	Ø	Phase
/	per	'	feet
-	through or to	"	inches
@	at	#	pound or number
%	per 100 or percent	°	degree
$	U.S. dollars	<	Less Than
~	Approximate	>	Greater Than

3. Explanation Of Terms

BTU: Stands for British Thermal Unit. The BTU number indicates the amount of heat required to raise one pound of water by one degree Fahrenheit. What this means is the higher the BTU rating, the higher the heating capacity of a product.

MBH: Equal to 1000 BTUs.

Tons (In Reference To Cooling): Unit of measurement for determining cooling capacity. One ton equals 12,000 BTUH.

SEER: Stands for Seasonal Energy Efficiency Ratio. This measures the cooling efficiency in air conditioners or heat pumps. The higher the SEER rating, the more energy-efficient the unit. The government's minimum SEER rating is 10.

4. Calculation Of Board Feet

a. All Lumber Grades Are Presumed To Be 75 Percent Construction And 25 Percent Standard Or Equivalent Grade Unless Otherwise Listed. Dimensions Are Nominal. Board Foot Is Defined As 1" x 12" x 1' Long; To Calculate BF/LF, Multiply The Size Of The Board Height x Width/12.

1) 1"x2" = 0.167 BF/LF
2) 1"x3" = 0.25 BF/LF
3) 2"x3" = 0.5 BF/LF
4) 2"x4" = 0.667 BF/LF
5) 2"x6" = 1.0 BF/LF
6) 2"x8" = 1.333 BF/LF
7) 2"x10" = 1.667 BF/LF
8) 2:x12" = 2.0 BF/LF
9) 4"x4" = 1.333 BF/LF
10) 6"x4" = 2.0 BF/LF
11) 6"x6" = 3.0 BL/LF
12) 8"x8" = 5.333 BF/LF
13) etc.

b. To Calculate Board Feet;
1) For most lumber: Thickness (inches) x width (inches) x length (feet) divided by 12 = board feet.
2) For small pieces: Thickness (inches) x width (inches) x length (inches) divided by 144 = board feet.

5. Conversion Tables

ENGLISH TO METRIC CONVERSION TABLE

MULTIPLY	BY	TO GET	MULTIPLY	BY	TO GET
acres	0.404 687 3	Hectares	ounce(force)	0.278 013 9	newtons=N
board feet	0.002 359 74	cubic meter	pint(liq.)	0.473 176	liters=l
cubic ft.	0.028 316 85	cubic meter	pint(dry)	0.550 61	liters=l
cubic yd.	0.764 554 9	cubic meter	pound(wt.)	0.453 592 37	kilogram
feet	0.304 8	Meters	pound(force)	4.448 222	newtons=N
footcandles	10.763 91	lux=lumens/m^2	pound/sq.ft	47.880 26	pascal=N/m^2
ft.-lb_f	1.355 818	Nm=joule	pound/sq.in	6.894 757	kilopascals
gallon (US)	3.785 412	Liters	quart(liq.)	0.946 352 9	liters
horsepower*	745.699 9	watt=J/sec	sq. feet	0.092 903 04	sq. meter
* horsepower=550 ft-lb_f/sec			sq. in.	645.16	sq. mm
inch	25.4	Millimeters	sq. mile	258.998 8	hectares
inch-$pound_f$	0.112 984 8	Nm=joule	sq. mile	2.589 988	sq. km
kips	4.448 222	Kilonewton	sq. yard	0.836 127 4	sq. meter
kips/in^2	6.894 757	megapascal	ton(short)	0.907 184 7	metric ton
miles (US)	1.609 347	Kilometer	ton(short)	907.184 7	kilogram=kg
ounce (wt.)	28.349 52	Grams	ton(short)	8896.444	newtons=N
ounce(liq.)	29.573 53	Ml	yards	0.914 4	meters=m

FOR TEMPERATURE CONVERSION USE °C= 5/9(°F - 32)

METRIC TO ENGLISH CONVERSION TABLE					
MULTIPLY	**BY**	**TO GET**	**MULTIPLY**	**BY**	**TO GET**
cubic meter	1.308 0	cubic yard	**liter**	0.264 17	gallon
	35.314 7	cubic foot		1.056 7	quart
	61,024	cubic inch		2.113 4	pint
	264.172	Gallon		33.814	fl.ounce
gram	0.035 274	ounce(wt)	milliliter	0.033 814	fl.ounce
	0.002 204 6	pound(wt)	liter/m	0.080 52	gal/ft
kilogram	35.274	ounce(wt)	liter/m^2	0.220 88	gal/sq.yd
	2.204 623	pound(wt)	**lux**	0.092 902	ft-candle
	0.002 204 6	Kip	**meter**	1.093 6	yard
	0.001 102 3	Ton		3.280 84	foot
megagram	1.102 3	ton	millimeter	0.039 370	inch
(metric ton)			kilometer	0.621 37	mile
hectare	2.471 04	Acre	micrometer	0.039 370 1	mil
	107,639	square feet	**Newton**	0.224 81	pound(f)
	11,959.9	square yard	kilonewton	0.224 81	kip(f)
	0.003 861 02	square mile	**Pascal**	0.020 885	lb/sq. feet
microare	0.155 00	square inch	kilopascal	0.145 04	lb/sq. inch
joule	0.737 56	foot pound	megapascal	0.145 04	kips/sq. inch
	8.849 5	inch pound	**square meter**	1.195 99	square yard
kg/m^3	1.685 55	lbs./cubic yards		10.763 9	square feet
	0.062 428	lbs./cubic feet	square millimeter	0.001 55	square inch
km/hr	0.621 37	miles per hour	square kilometer	0.386 102	square mile
			watt (J/second)	0.001 341	horsepower
				0.737 56	ft-lb/second

FOR TEMPERATURE CONVERSION USE °F = 9/5 °C + 32

C. Material Weights/Engineering Values

1. The following engineering values are guidelines for establishing shrink/swell factors and shall be used unless otherwise directed by the Owner. The Owner has final authority in establishing unit weights that are appropriate for all material and may change the stated values.

a. Material weights (Lbs Per CY) for In-place (Bank) [BCY], Loose (Excavated Materials) [LCY], and Compacted [CCY]

MATERIALS	BCY	LCY	CCY
Earth, Common (Average)	3170	2536	3520
Sand (Dry)	2880	2590	3240
Sand (Wet)	3090	2940	3460
Earth, Dry	3030	2070	3520
Earth, Damp	3370	2360	3520
Earth, Wet	2940	2940	3520
Earth, Rock Mixture (75% E/ 25% R)	3380	2370	3720
Earth, Rock Mixture (50% E/ 50% R)	3750	2710	4000
Earth, Rock Mixture (25% E/ 75% R)	4120	3140	3680
Gravel (Average)	3280	2730	3570
Limestone	4380	2690	3220
Riprap Rock (Average)	4500	2610	3150
Granite	4540	2640	3170
Basalt	4950	3020	3640
Clay	3220	2150	3570
Gneiss	4550	2720	3180

D. Reclaimed Asphalt Pavement (RAP)

1. Origin

a. Reclaimed asphalt pavement (RAP) is the term given to removed and/or reprocessed pavement materials containing asphalt and aggregates. These materials are generated when asphalt pavements are removed for reconstruction, resurfacing, or to obtain access to buried utilities. When properly crushed and screened, RAP consists of high-quality, well-graded aggregates coated by asphalt cement.

b. Asphalt pavement is generally removed either by milling or full-depth removal. Milling entails removal of the pavement surface using a milling machine, which can remove up to 50 mm (2 in) thickness in a single pass. Full-depth removal involves ripping and breaking the pavement using a rhino horn on a bulldozer and/or pneumatic pavement breakers. In most instances, the broken material is picked up and loaded into haul trucks by a front-end loader and transported to a central facility for processing. At this facility, the RAP is processed using a series of operations, including crushing, screening, conveying, and stacking.

c. Although the majority of old asphalt pavements are recycled at central processing plants, asphalt pavements may be pulverized in place and incorporated into granular or stabilized base courses using a self-propelled pulverizing machine. Hot in-place and cold in-place recycling processes have evolved into continuous train operations that include partial depth removal of the pavement surface, mixing the reclaimed material with beneficiating additives (such as virgin aggregate, binder, and/or softening or rejuvenating agents to improve binder properties), and placing and compacting the resultant mix in a single pass.

2. Physical Properties

a. The properties of RAP are largely dependent on the properties of the constituent materials and the type of asphalt concrete mix (wearing surface, binder course, etc.). There can be substantial differences between asphalt concrete mixes in aggregate quality, size, and consistency. Since the aggregates in surface course (wearing course) asphalt concrete must have high resistance to wear/abrasion (polishing) to contribute to acceptable friction

resistance properties, these aggregates may be of higher quality than the aggregates in binder course applications, where polishing resistance is not of concern.

b. Both milling and crushing can cause some aggregate degradation. The gradation of milled RAP is generally finer and more dense than that of the virgin aggregates. Crushing does not cause as much degradation as milling; consequently, the gradation of crushed RAP is generally not as fine as milled RAP, but finer than virgin aggregates crushed with the same type of equipment.

c. The particle size distribution of milled or crushed RAP may vary to some extent, depending on the type of equipment used to produce the RAP, the type of aggregate in the pavement, and whether any underlying base or subbase aggregate has been mixed in with the reclaimed asphalt pavement material during the pavement removal.

d. During processing, virtually all RAP produced is milled or crushed down to 38 mm (1.5 in) or less, with a maximum allowable top size of either 51 mm (2 in) or 63 mm (2.5 in). Table 13-1 lists the typical range of particle size distribution that normally results from the milling or crushing of RAP. Milled RAP is generally finer than crushed RAP. The pavement fraction passing a 2.36 mm (No. 8) sieve can be expected to increase from a premilled range of 41 to 69 percent to a postmilled range of 52 to 72 percent. The fraction passing a 0.075 mm (No. 200) sieve can be expected to increase from approximately 6 to 10 percent to a range of 8 to 12 percent. Most sources of RAP will be a well-graded coarse aggregate, comparable to, or perhaps slightly finer and more variable than, crushed natural aggregates.

e. The unit weight of milled or processed RAP depends on the type of aggregate in the reclaimed pavement and the moisture content of the stockpiled material. The unit weight of milled or processed RAP has been found to range from 1940 to 2300 kg/m3 (120 to 140 lb/ft3), which is slightly lower than that of natural aggregates.

f. Moisture content of the RAP will increase while in storage. Crushed or milled RAP can pick up a considerable amount of water if exposed to rain. Moisture contents up to 5 percent or higher have been measured for stored crushed RAP. As noted earlier, during periods of extensive precipitation, the moisture content of some RAP stockpiles may be as high as 7 to 8 percent. Lengthy stockpiling of crushed or milled RAP should, therefore, be kept to a minimum.

g. The asphalt cement content of RAP typically ranges between 3 and 7 percent by weight. The asphalt cement adhering to the aggregate is somewhat harder than new asphalt cement. This is due primarily to exposure of the pavement to atmospheric oxygen (oxidation) during use and weathering. The degree of hardening depends on several factors, including the intrinsic properties of the asphalt cement, the mixing temperature/time (increases with increasing high temperature exposure), the degree of asphalt concrete compaction (increases if not well compacted), asphalt cement/air voids content (increases with lower asphalt/higher air voids content), and age in service (increases with age).

Table 1. Typical range of particle size distribution for reclaimed asphalt pavement (RAP) (percent by weight passing).

Screen Size (mesh)	Percent Finer After Processing or Milling
37.5 mm (1.5 in)	100
25 mm (1.0 in)	95 - 100
19 mm (3/4 in)	84 - 100
12.5 mm (1/2 in)	70 - 100
9.5 mm (3/8 in)	58 - 95
75 mm (No. 4)	38 - 75
2.36 mm (No. 8)	25 - 60
1.18 mm (No. 16)	17 - 40
0.60 mm (No. 30)	10 - 35[a]
0.30 mm (No. 50)	5 - 25[b]
0.15 mm (No. 100)	3 - 20[c]
0.075 mm (No. 200)	2 - 15[d]

a. Usually less than 30 percent
b. Usually less than 20 percent
c Usually less than 15 percent
d. Usually less than 10 percent

h. The RAP obtained from most wearing surface mixes will usually have an asphalt content in the 4.5 to 6 percent range. The recovered asphalt from RAP usually exhibits low penetration and relatively high viscosity values, depending on the amount of time the original pavement has been in service. Penetration values at 25°C (77°F) are likely to range from 10 to 80 while the absolute viscosity values at 60°C (140°F) may range from as low as 2,000 poises (equivalent to AC-20) up to as high as 50,000 poises or greater, depending on the extent of aging. Viscosity ranges from 4,000 to 25,000 poises can normally be expected from the asphalt cement that is recovered from RAP material. Table 2 provides a summary of the typical ranges of physical properties of RAP, other than gradation.

Table 2. Physical and mechanical properties of reclaimed asphalt pavement (RAP).

Type of Property	RAP Property	Typical Range of Values
Physical Properties	Unit Weight	1940 - 2300 kg/m^3 (120-140 lb/ft$^{3)}$
	Moisture Content	Normal: up to 5% Maximum: 7-8%
	Asphalt Content	Normal: 4.5-6% Maximum Range: 3-7%
	Asphalt Penetration	Normal: 10-80 at 25°C (77°F)
	Absolute Viscosity or Recovered Asphalt Cement	Normal: 4,000 - 25,000 poises at 60°C (140°F)
Mechanical Properties	Compacted Unit Weight	1600 - 2000 kg/m^3 (100-125 lb/ft^3)
	California Bearing Ratio (CBR)	100% RAP: 20-25% 40% RAP and 60% Natural Aggregate: 150% or higher

3. Chemical Properties
   a. Mineral aggregates constitute the overwhelming majority (93 to 97 percent by weight) of RAP. Only a minor percentage (3 to 7 percent) of RAP consists of hardened asphalt cement. Consequently, the overall chemical composition of RAP is essentially similar to that of the naturally occurring aggregate that is its principal constituent.
   b. Asphalt cement is made up of mainly high molecular weight aliphatic hydrocarbon compounds, but also small concentrations of other materials such as sulfur, nitrogen, and polycyclic hydrocarbons (aromatic and/or naphthenic) of very low chemical reactivity. Asphalt cement is a combination of asphaltenes and maltenes (resins and oils). Asphaltenes are more viscous than either resins or oils and play a major role in determining asphalt viscosity. Oxidation of aged asphalt causes the oils to convert to resins and the resins to convert to asphaltenes, resulting in age hardening and a higher viscosity binder.
4. Mechanical Properties
   a. The mechanical properties of RAP depend on the original asphalt pavement type, the method(s) utilized to recover the material, and the degree of processing necessary to prepare the RAP for a particular application. Since most RAP is recycled back into pavements, there is a general lack of data pertaining to the mechanical properties for RAP in other possible applications.
   b. The compacted unit weight of RAP will decrease with increasing unit weight, with maximum dry density values reported to range from 1600 kg/m3 (100 lb/ft3) to 2000 kg/m3 (125 lb/ft3). California Bearing Ratio (CBR) values for RAP material containing trap rock aggregate have been reported in the 20 to 25 percent range. However, when RAP is blended with natural aggregates for use in granular base, the asphalt cement in the RAP has a significant strengthening effect over time, such that specimens containing 40 percent RAP have produced CBR values exceeding 150 after 1 week.
   c. Table 2 provides a summary of the mechanical properties of RAP discussed in the preceding paragraphs.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

END OF SECTION 01 32 33 00d

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SECTION 01 52 13 00 - TEMPORARY FACILITIES AND CONTROLS

1.1 GENERAL

A. Summary
1. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Definitions
1. Permanent Enclosure: As determined by the Owner, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

C. Use Charges
1. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, the Owner, occupants of Project, testing agencies, and authorities having jurisdiction.
2. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
3. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

D. Submittals
1. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

E. Quality Assurance
1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service if required. Install service to comply with NFPA 70.
2. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

F. Project Conditions
1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

1.2 PRODUCTS

A. Materials
1. Pavement: Comply with Division 32 Section(s) "Asphalt Paving".
2. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch-

(60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete or galvanized steel bases for supporting posts.

3. Lumber and Plywood: Comply with requirements in Division 06 Section "Miscellaneous Rough Carpentry".
4. Paint: Comply with requirements in Division 09.

B. Temporary Facilities
1. Field Office: Not required.
2. Sanitary facilities: provide at least one (1) portable-type sanitary facility located outside for construction personnel and workers.
3. Storage Sheds: If required by Contractor and prior to delivery, Contractor to provide information to Owner to coordinate size, number and location.
   a. Store all combustible materials away from building. Coordinate with Owner.

C. Equipment
1. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

1.3 EXECUTION

A. Installation, General
1. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
2. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

B. Temporary Utility Installation
1. General: Install temporary service or connect to existing service.
   a. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
2. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
   a. Connect temporary sewers to municipal system **OR** private system indicated, **as directed**, as directed by authorities having jurisdiction.
3. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
   a. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
4. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
   a. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
5. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
6. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
   a. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

C. Telephone Service: Provide superintendent with cellular telephone for use during construction duration.
Support Facilities Installation
1. Traffic Controls: Comply with requirements of authorities having jurisdiction.

a. Protect existing site improvements to remain including curbs, pavement, and utilities.
b. Maintain access for fire-fighting equipment and access to fire hydrants.

2. Parking: Use designated areas of Owner's existing parking areas for construction personnel and verify with owner actual parking stalls to be designated for this purpose.
3. Project Identification and Temporary Signs: Provide Project identification and other signs as required for safe pedestrian and vehicular traffic flow. Install signs to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
   a. Provide temporary, directional signs for construction personnel and visitors.
   b. Maintain and touchup signs so they are legible at all times.
4. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
5. Existing Stair Usage: Use of Owner's existing stairs shall be permitted., as long as stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
   a. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.

D. Security And Protection Facilities Installation
1. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
2. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
3. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction.
4. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
5. Tree and Plant Protection: Install temporary provisions to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

E. Operation, Termination, And Removal
1. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
2. Maintenance: Maintain facilities in good operating condition until removal.
   a. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
3. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
4. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
5. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   a. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
   b. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

c. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in General Requirements.

END OF SECTION 01 52 13 00

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SECTION 01 71 23 16 - CUTTING AND PATCHING

1.1 GENERAL

A. Description Of Work
1. This specification covers the furnishing and installation of materials for cutting and patching. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary
1. This Section includes procedural requirements for cutting and patching.

C. Definitions
1. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
2. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

D. Submittals
1. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
   a. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
   b. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
   c. Products: List products to be used and firms or entities that will perform the Work.
   d. Dates: Indicate when cutting and patching will be performed.
   e. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
   f. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
   g. the Owner's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

E. Quality Assurance

1. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
   a. Refer to the Owner for list of elements that might otherwise be overlooked as structural elements and that require Architect's or Construction Manager's approval of a cutting and patching proposal.

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
   a. Primary operational systems and equipment.
   b. Air or smoke barriers.
   c. Fire-suppression systems.
   d. Mechanical systems piping and ducts.
   e. Control systems.
   f. Communication systems.
   g. Conveying systems.
   h. Electrical wiring systems.
   i. Operating systems of special construction in Division 13.
3. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
   a. Water, moisture, or vapor barriers.
   b. Membranes and flashings.
   c. Exterior curtain-wall construction.
   d. Equipment supports.
   e. Piping, ductwork, vessels, and equipment.
   f. Noise- and vibration-control elements and systems.
4. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
5. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

F. Warranty
   1. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

1.2 PRODUCTS

A. Materials
   1. General: Comply with requirements specified in other Sections.
   2. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
      a. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

1.3 EXECUTION

A. Preparation
1. Temporary Support: Provide temporary support of Work to be cut.
2. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
3. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
4. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize or prevent interruption to occupied areas.

B. Performance
1. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
a. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
2. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
a. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
b. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
c. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
d. Excavating and Backfilling: Comply with requirements in applicable Division 31 where required by cutting and patching operations.
e. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
f. Proceed with patching after construction operations requiring cutting are complete.
3. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
a. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
b. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
1) Clean piping, conduit, and similar features before applying paint or other finishing materials.
2) Restore damaged pipe covering to its original condition.
c. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
1) Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface

containing the patch. Provide additional coats until patch blends with adjacent surfaces.

d. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

e. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

4. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 71 23 16

SECTION 01 74 19 00 - CONSTRUCTION WASTE MANAGEMENT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes: Administrative and procedural requirements for diversion of construction and demolition debris from landfill, including salvaging, recycling, and disposing of nonhazardous demolition and construction waste.
   1) Contractor shall minimize factors that contribute to waste, such as over-packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination.
   2) Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.

1.2 REFERENCES

A. Sonoma County Waste Management Agency: Contact the Sonoma County Eco-Desk at 707-565-3375 or www.recyclenow.org for copies of the following:
   1) Builder's Guide to Re-Use and Recycling.
   2) Sonoma County Recycling Guide, Latest Edition.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, or renovation operations. Construction waste includes packaging. Land clearing debris including soil, vegetation, and rocks are not to be included.
B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
C. Divert: To use material for any purpose other than disposal in a landfill.
D. Salvage: Recovery of demolition or construction waste for subsequent incorporation into the Work or for turnover to the County.

1.4 PERFORMANCE REQUIREMENTS

A. Diversion/Recycling Goals: The County's Green Building Policy for Public Construction Projects requires at least 75% of all demolition and construction waste be diverted from landfill.
   1) Demolition Waste:
      a. Asphaltic concrete paving
      b. Concrete
      c. Concrete reinforcing steel
      d. Concrete masonry units
      e. Brick and ceramic tile
      f. Wood framing lumber including studs, joists, posts, beams and girders
      g. Plywood, oriented strand board, and wood paneling
      h. Metals, including galvanized and painted steel, stainless steel, iron, aluminum, copper, zinc, lead, brass, bronze, bolts, hangers, anchors, and metal used in suspended ceilings
      i. Sheet metal including metal studs, lightgage metal framing, flashings, counterflashings, gutters, downspouts, and other sheet metal fabrications
      j. Wood doors, hollow metal doors and hollow metal frames
      k. Door hardware
      l. Aluminum windows and storefront framing
      m. Acoustical ceiling panels and tiles
      n. Carpet and carpet pad
      o. Plumbing items including metal pipe, valves, sprinklers, supports and hangers
      p. Porcelain and cast iron toilets and sinks

q. Mechanical items including equipment, ductwork, supports and hangers
r. Refrigerant from HVAC units and compressors
s. Electrical items including conduit, copper wiring, boxes, lighting fixtures, switchgear, and panelboards
t. Plastic film including shrink wrap and bags, stretch wrap, construction films and lumber wrap
u. Clean dry unpainted drywall, gypsum, sheetrock

2) New Construction Waste:

a. Asphaltic concrete
b. Portland cement concrete and cement plaster
c. Concrete unit masonry, mortar, and grout
d. Wood products, including clean dimensional wood, palette wood, plywood, OSB, and particle board
e. Metals, including galvanized and primed steel, stainless steel, iron, aluminum, copper, zinc, lead, brass, and bronze. Uses include, but are not limited to miscellaneous metals, rebar, piping, conduit, hangers, supports, fasteners, etc.
f. Sheet metals including galvanized steel, stainless steel, aluminum, and copper. Uses include, but are not limited to ductwork, flashings, counterflashings, gutters, downspouts, hangers, supports, banding, etc.
g. Roofing
h. Packaging, including paper, cardboard, boxes, wood crates and pallets, metal banding, polystyrene packaging, and bubble wrap
i. Plastic film including shrink wrap and bags, stretch wrap, construction films and lumber wrap
j. Clean dry unpainted drywall, gypsum, sheetrock

1.5 SUBMITTALS

A. Waste Reduction Submittals:

1) Records of Donations and Sales: Indicate receipt and acceptance for salvageable waste donated or sold to individuals and organizations. Indicate whether organization is tax exempt.
2) Recycling Facility Records: Indicate receipt and acceptance of salvageable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
3) Landfill Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices
4) Qualification Data: For refrigerant recovery technician.
5) Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
6) Maintain log of each load, of each category item diverted from landfill. Log in separately debris sent to a Class III landfill and materials sent to recycling facilities (See example in this Section).

a. Include in log the type of load, load weight, name of hauling service, recycling service or landfill, and date accepted by recycling service or by landfill.
b. County reserves the right to audit the log at any time; retain and make available all weight tickets, copies of receipts, and invoices.
c. Units of Measure: Calculate quantities and convert volume measurements to weights in accordance with the Conversion Rates Table in this Section.

1.6 QUALITY ASSURANCE

A. Recycling Company Qualifications: Recycling companies shall meet any of the following:

1) Recycling service provider contracted by Sonoma County to provide recycling services at the County landfill disposal site.

2) Any recycling service that will certify in writing that accepted waste will be diverted from landfill, not dumped illegally, or dumped at sea.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Comply with County of Sonoma, Ordinance No. 5363, amending Chapter 22 of the Sonoma County Code prohibiting the disposal of certain materials at any disposal area within Sonoma County.

D. Waste Management Meetings: Include Construction Waste Management on the agenda of meetings. Meetings shall include all subcontractors affected by the Diversion/Recycling Goals. At a minimum, discuss waste management goals and issues at the preconstruction meeting and at periodic jobsite meetings.

1) Review requirements for documenting quantities of each type of waste and its disposition.
2) Review procedures for materials separation and verify availability of containers and bins needed to avoid delays.
3) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
4) Review waste management requirements for each trade.

PART 2 PRODUCTS

2.1 SALVAGE MATERIALS

A. General:

1) Clean salvaged items. Pack or crate items after cleaning. Identify contents of containers.
2) Store items in a secure area until delivery to County or until re-installation.
3) Protect items from damage during transport and storage.

B. Salvaged Items for County's Use: Transport items to County's storage area designated by County's Representative. Salvage items will be listed in individual Job Orders.

C. Salvaged Items for Reuse in the Work: Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated. Salvage items will be listed in individual Job Orders.

PART 3 EXECUTION

3.1 PREPARATION

A. General: Provide handling, containers, storage, and transportation as required to implement waste management goals during entire duration of the Contract.

B. Site Access and Temporary Controls:

1) Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
2) Comply with Section 01500 - Construction Facilities and Temporary Controls for controlling dust and dirt, environmental protection, and noise.

3.2 RECYCLING DEMOLITION AND CONSTRUCTION WASTE

A. Recycling Receivers and Processors: Refer to Sonoma County Recycling Guide, and "Builder's Guide to Re-Use and Recycling" for a list of recycling receivers and processors in Sonoma County. These resources are provided to the Contractor for information only and are not intended to limit the Contractor's means or methods for achieving the goal of diversion of waste material from landfill.

B. Recycling Incentive: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste material shall accrue to Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from the Project site. Include list of acceptable and unacceptable materials at each container and bin.
2) Stockpile recyclable materials on site without interfering with other materials.
3) Designate a specific area or areas on site to facilitate separation of materials. Clearly mark bins for each category of waste.
4) Keep waste bins and pile areas neat and clean. Do not contaminate non-recyclable waste with materials designated for reuse or recycling.
5) Remove recyclable waste off County's property and transport to recycling receiver or processor.

D. Environmental Controls during Handling, Storage, and Transport: Do not permit designated materials to become contaminated or to contaminate site or surrounding areas.
E. Provide temporary protections to prevent water runoff which has been contaminated by recycled materials from entering storm water drainage system

3.3 HAZARDOUS WASTE

A. Hazardous Waste: Separate, store, and dispose of hazardous waste according to State regulations.
1) Hazardous waste disposal information can be obtained from the Sonoma County Eco-Desk at 707-565-3375, or at www.recyclenow.org.
2) Keep all shipping manifests and make available to the County's Representative for auditing upon request.
3) Special wastes requiring Class II landfill disposal are considered hazardous waste, including, but not limited to:

a. Contaminated soil.
b. Treated wood.
c. Asbestos and asbestos-containing materials.
d. PCBs used in transformers and light fixture ballasts.

4) Deliver to a recycler the following mercury-containing products:

a. Fluorescent lamps.
b. High-pressure sodium lamps.
c. Mercury vapor lamps.
d. Mercury-containing thermostats and switches.
e. Metal halide lamps.
f. Neon lamps.

CONVERSION RATES TABLE

The following conversion rates are estimates. The ranges vary widely, depending on how the materials are handled (compacted, loose, chipped, etc.). Use the conversion factors and receipts from previous projects to help you estimate the potential amount of materials and waste. Take into consideration the type and load of vehicles that will be used to haul the materials.

Ask your hauler or recycler to assist you in estimating these numbers.

Material	Lbs/volume	Tons/cy
Asphalt, crushed	45 lbs/cu. ft.	
Asphalt/paving, crushed	1,380 lbs/cy	0.7 tons/cy
Cardboard, corrugated, flattened boxes, loose	100 lbs/cy*	
Carpet & padding, loose	84.4 lbs/cy	
Cement, bulk	100 lbs/cu. ft.	
Cement, mortar	145 lbs/cu. ft.	
Concrete, scrap, loose	1,855 lbs/cy	0.9 tons/cy
Copper fittings, loose	1,048 lbs/cy	
Copper pipe, whole	211 lbs/cy	
Drywall	500 lbs/cy*	
Glass, broken	2,160 lbs/cy	
Gypsum, solid	142 lbs/cu. ft.	
Metal, scrap	1,000 lbs/cy*	
Steel, solid	487 lbs/cu. ft.	
Wood (chipped)	300 lbs/cy*	0.15 – 0.3 tons/cy
Mixed Construction and Demolition (C&D) Debris**	900 lbs/cy	0.45 tons/cy
Mixed Waste/Trash	350 lbs/cy*	0.5 – 0.175 tons/cy

* USGBC Recommended weights

** Construction and Demolition (C&D) Debris includes waste and recyclables generated from construction, renovation, and demolition or deconstruction of pre-existing structures. Land clearing debris including soil, vegetation, and rocks are not to be included.

SAMPLE CONSTRUCTION WASTE MANAGEMENT LOG

Total waste generated by project:_____tons/cubic yards.

Material	Total Waste by Weight (Tons)	Diverted Waste by Weight (Tons)	Salvaged Waste by Weight (Tons)	Disposed at Landfill by Weight (Tons)	Hazardous Material by Weight (Tons)	Comments
Asphalt, crushed						
Asphalt/paving, crushed						
Cardboard, corrugated, flattened boxes, loose						
Carpet & padding, loose						
Cement, bulk						
Cement, mortar						
Concrete, scrap, loose						
Copper fittings, loose						
Copper pipe, whole						
Drywall						
Glass, broken						
Gypsum, solid						
Metal, scrap						
Steel, solid						
Wood (chipped)						
Mixed Construction and Demolition (C&D) Debris**						
Mixed Waste/Trash						

TOTAL: _____Tons _____Tons_____Tons_____Tons _____Tons

TOTAL % Diverted from Landfill: _____%

END OF SECTION 01 74 19 00

Task	Specification	Specification Description
01 74 19 00	01 22 16 00	No Specification Required

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SECTION 02 41 13 13 - SELECTIVE DEMOLITION

1.1 GENERAL

A. Description Of Work
1. This specification covers the furnishing and installation of materials for selective demolition. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary
1. This Section includes the following:
a. Demolition and removal of selected portions of building or structure.
b. Demolition and removal of selected site elements.
c. Salvage of existing items to be reused or recycled.

C. Definitions
1. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
2. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.
3. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
4. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

D. Materials Ownership
1. Items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

E. Submittals
1. Qualifications: if required, demolition firm.
2. Schedule of Selective Demolition Activities: Indicate the following:
a. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
b. Interruption of utility services. Indicate how long utility services will be interrupted.
c. Coordination for shutoff, capping, and continuation of utility services.
d. Use of stairs.
e. Locations of proposed dust- and noise-control temporary partitions and means of egress, including for other tenants affected by selective demolition operations.
f. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
g. Means of protection for items to remain and items in path of waste removal from building.
3. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.

4. Predemolition Photographs or Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

F. Quality Assurance
1. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
2. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
3. Standards: Comply with ANSI A10.6 and NFPA 241.
4. Predemolition Conference: Conduct conference at Project site. Review methods and procedures related to selective demolition including, but not limited to, the following:
   a. Inspect and discuss condition of construction to be selectively demolished.
   b. Review structural load limitations of existing structure.
   c. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
   d. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
   e. Review areas where existing construction is to remain and requires protection.

G. Project Conditions
1. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
2. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
   a. Before selective demolition, items will be removed as directed by the Owner.
3. Notify the Owner of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
4. Hazardous Materials (if asbestos abatement is part of Work of this Contract): Hazardous materials are present in construction to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
   a. Hazardous material remediation is specified elsewhere in the Contract Documents.
   b. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
5. Storage or sale of removed items or materials on-site is not permitted.
6. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

H. Maintain fire-protection facilities in service during selective demolition operations. Warranty
1. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

A. Utility Services And Mechanical/Electrical Systems
   1. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
   2. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
      a. the Owner will arrange to shut off indicated services/systems when requested by Contractor.
      b. Arrange to shut off indicated utilities with utility companies.
      c. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
      d. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
         1) Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

B. Preparation
   1. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   2. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
      a. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
      b. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

C. Selective Demolition, General
   1. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
      a. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
      b. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
      c. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
      d. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.

e. Maintain adequate ventilation when using cutting torches.
f. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
g. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
h. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
i. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 Section "Construction Waste Management And Disposal".

2. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without the Owner's approval.
3. Removed and Salvaged Items:
   a. Clean salvaged items.
   b. Pack or crate items after cleaning. Identify contents of containers.
   c. Store items in a secure area until delivery to Owner.
   d. Transport items to Owner's storage area on-site.
   e. Protect items from damage during transport and storage.
4. Removed and Reinstalled Items:
   a. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
   b. Pack or crate items after cleaning and repairing. Identify contents of containers.
   c. Protect items from damage during transport and storage.
   d. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
5. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Owner, items may be removed to a suitable, protected storage location during selective demolition and cleaned, **as directed**, and reinstalled in their original locations after selective demolition operations are complete.

D. Selective Demolition Procedures For Specific Materials
1. Roofing: Remove no more existing roofing than can be covered in one day by new roofing and so that building interior remains watertight and weathertight. Refer to Division 07 for new roofing requirements.
   a. Remove existing roof membrane, flashings, copings, and roof accessories.
   b. Remove existing roofing system down to substrate.
2. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.

E. Disposal Of Demolished Materials
1. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
   a. Do not allow demolished materials to accumulate on-site.
   b. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
   c. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
   d. Comply with requirements specified in Division 01 Section "Construction Waste Management And Disposal".

2. Burning: Do not burn demolished materials.
3. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

F. Cleaning

1. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 13 13

SECTION 02 81 00 00a - DISPOSAL OF HAZARDOUS MATERIALS

1.1 GENERAL

A. Description Of Work
1. This specification covers the furnishing and installation of materials for disposal of hazardous materials. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Definition
1. Hazardous materials shall be defined as asbestos containing materials, lead-based paint, PCBs, bird waste, and other materials categorized as hazardous by the EPA.

C. Submittals
1. Before start of work: At the pre-construction meeting, the Contractor shall submit the following to the Owner's Representative for review. Do not start work until these submittal are returned with Owner's Representative stamp indicating that the submittal is returned for unrestricted use.
   a. Copy of State or local license for hazardous waste hauler.
   b. Certificate of at least one on-site supervisor which has satisfactorily completed the OSHA 40 hour Health and Safety course for handling hazardous materials.
   c. Certificates of workers which have successfully completed the OSHA 40-Hour Health and Safety Course for Hazardous Materials.
   d. List of the employees scheduled to perform this work.
   e. Schedule of start and finish times and dates for this work.
   f. Name and address of landfill where these waste materials are to be deposited. Include contact person and telephone number.
   g. Material Safety Data Sheet (MSDS) for all materials to be removed.
   h. If contractor introduces any chemical into the work environment, a MSDS for that chemical must be presented to the Owner's Representative prior to use.
   i. Transporter must have notified the EPA and/or other appropriate local government agency in advance of its intentions to transport hazardous materials and, if applicable, receive an identification number.
   j. Contingency Plan for handling emergencies with spills or leaks.
   k. Certificates of workers which have successfully completed the OSHA 24-Hour Health and Safety Course for Hazardous Materials.

1.2 PRODUCTS

A. Materials
1. Drums: Recovery or salvage drums acceptable for disposal of hazardous waste. Prior approval of drums is required. Drums or containers must meet the required OSHA, EPA (40 CFR Parts 264-264 and 300), and DOT Regulations (49 CFR Parts 171-178). Use of damaged containers shall not be allowed.
2. Labels: As required by the EPA and OSHA for handling, transportation, and disposal of hazardous waste.
3. Absorbent Material: Clay, soil or any commercially available absorbent used for the purpose of absorbing hazardous or potentially hazardous materials.

1.3 EXECUTION

A. All waste shall be transported and disposed of in accordance with all federal, state and local guidelines and regulations. The contractor is to obtain all permits, licenses, etc., which are necessary for the transporting and disposal of hazardous waste.

B. Waste haulers shall maintain waste manifest and shipment record forms.

END OF SECTION 02 81 00 00a

SECTION 02 82 00 00 - REMOVAL OF FRIABLE ASBESTOS-CONTAINING MATERIALS

1.1 GENERAL

A. Description Of Work
1. This specification covers the furnishing and installation of materials for removal of friable asbestos-containing materials. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Description
1. Furnish all labor, materials, facilities, equipment, services, employee training and testing, permits and agreements necessary to perform the work required for asbestos removal, encapsulation, repair, clean-up, decontamination, re-insulation and all other work in accordance with these specifications, in accordance with the latest regulations from the U.S. Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), the recommendations of National Institute of Occupational Safety and Health (NIOSH), and any other applicable federal, state and local government regulations. Whenever there is a conflict or overlap of the above references, the most stringent provision is applicable.
2. The work specified herein shall be performed by competent persons trained, knowledgeable and qualified in the state-of-the-art techniques of asbestos abatement, handling and subsequent cleaning of contaminated areas.

C. Scope
1. The quantities of materials and limits of abatement work area(s) shall be verified by the asbestos contractor.

D. Asbestos Hazard
1. Asbestos-containing material when damaged or disturbed is subject to fiber releases. Wet methods are a primary means of controlling fiber release.
2. Strict compliance with each of the provisions outlined in these specifications for the encapsulation, repair and handling of asbestos-containing material is of great importance, because:
   a. The inhalation of airborne asbestos fibers can cause a very serious and often fatal disease.
   b. Workers may not be aware they are inhaling asbestos fibers.
   c. Symptoms of the disease do not appear for many years.
   d. Only the Contractor and his employees can prevent the inhalation of asbestos fibers, which can lead to the development of asbestos-related disease.
   e. No insurance is available to provide for asbestos-related disease.

E. Other Hazardous Material
1. Contractor shall comply with OSHA 29 CFR 1926.62 - Lead in Construction when demolishing any equipment or architectural component identified as lead-containing or lead-based paint. The work of this project is considered a demolition activity.
2. The Owner anticipates that a substantial amount of the Project will involve lead paint.

F. Qualifications
1. The Owner and the Owner's Representative will verify and approve the experience of the Asbestos Abatement Contractor based upon submission at the time of bidding by Contractor evidence of the following:
   a. Experience: Provide the names and locations of at least three asbestos abatement projects of comparable size and complexity comparable with this work. Provide the names and telephone numbers of contact person at previous projects. Provide the final air monitoring decontamination fiber levels achieved.

b. Personnel: Provide the name(s) of "Competent Person" as defined by OSHA 29 CFR 1926.32(f) - Asbestos. Demonstrate the education and specialized training with successful completion of examination of an EPA approved course. Provide evidence of participation in five projects of complexity comparable with this project.

c. Licensing and Certification: The Contractor must hold a current, valid asbestos license issued by the State in which the work is to be performed.

G. Notices And Record Keeping

1. Contractor shall maintain for at least 30 years, a record for each asbestos project in which the Contractor engages. Each record shall include the following information: name, address, and social security number of all personnel involved with the project, the name address and social security number of the OSHA "Competent Person" who will supervise the work, the amount of asbestos material that was removed, repaired, encapsulated or disturbed, the commencement and completion date of the work, copies of Hazardous Waste Manifest(s), personal air monitoring results and any other appropriate information.
2. The Contractor shall send written notification as required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M) to the Owner, at least 10 working days prior to beginning any work on asbestos-containing materials.
3. Include the following information:
   a. Name and address of Owner or operator.
   b. Description of the facility being demolished or renovated, including the size, age, and prior use of the facility.
   c. Estimate of the approximate amount of asbestos material present in the facility in terms of linear feet of pipe, and surface area on other facility components. For facilities in which the amount of asbestos materials is less than 80 linear meters (260 linear feet) on pipes and less than 15 square meters (160 square feet) on other facility components, explain techniques of estimation.
   d. Location of the facility being demolished or renovated.
   e. Scheduled starting and completion dates of demolition or renovation.
   f. Nature of planned demolition or renovation and method(s) to be used.
   g. Procedures to be used to comply with the requirements of USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61 Subpart M).
   h. Name and location of the waste disposal site where the asbestos waste material will be deposited.
4. Prior to commencement of work, the Contractor shall submit the following documents to the Owner's Representative. No work will be allowed to start until these documents have been approved:
   a. The schedule of the work, including manpower, length and number of work shifts. Schedule shall be coordinated with the Owner's full occupancy of all areas of the building.
   b. Satisfactory proof that written notification has been provided to the EPA regional office and the Owner.
   c. Proof that all required permits, disposal site locations, and arrangements for transportation and disposal of asbestos-contaminated materials, supplies and the like have been obtained.
   d. Complete a worker certificate indicating that all employees have had instruction and training on the hazards of asbestos exposure, the use and fitting of respirators, protective dress, wet and dry decontamination procedures, entry and exit from work areas, and all aspects of work procedures and protective measures.
   e. Documentation indicating that all employees have received appropriate medical examinations and have successfully passed fit testing for the respirator to be worn. As a minimum, medical exams must be consistent with OSHA 29 CFR 1926.1101(K)(9)(viii)(G)-Asbestos Regulation.

f. Samples of signs to be used in and around the work area to comply with 0SHA 29 CFR 1926.1101(K)(9)(viii)(I)- Asbestos regulations and as required by federal, state and municipal regulations.
g. Material Safety Data Sheets (OSHA form 174 or equivalent) for all chemicals used during work performed under this section.
h. Encapsulation data and encapsulation procedures.
i. Design of pressure differential system including calculation used to arrive at the number of machines necessary to achieve one air change per every 10 minutes.
j. Location of personnel and material decontamination units for each work area.

5. Contractor shall provide written notification to the Owner's Representative of his intent to start work at least five days in advance. In no case will the Contractor start work until authorization to proceed is given.
6. During the work, Contractor shall maintain a daily log which will be kept at the job site. Items to be included in the daily log shall include but are not limited to the following:
   a. Meetings, purpose, attendees, discussions, items of resolution.
   b. Visitations, authorized and unauthorized.
   c. Sign-in sheets of all personnel entering and leaving the work area.
   d. Special or unusual events (i.e., barrier breeching equipment failures).
   e. Personal air monitoring results.
   f. Two copies of the daily log are required for Project Closeout.

H. Terminology (Definitions)
1. Abatement - Procedures to control fiber release from asbestos-containing materials. Includes removal, enclosure or encapsulation.
2. Air Lock - A system for permitting ingress or egress without permitting air movement between any two adjacent areas consisting of two curtained doorways. The air lock must be maintained in an uncontaminated condition at all times.
3. Air Monitoring; - The process of measuring the asbestos fiber content of a specific volume of air in a stated period of time using methods approved or recommended by OSHA, EPA, NIOSH or other method approved by the Owner or the Owner's Representative.
4. Amended water - Water to which a surfactant has been added.
5. Asbestos - A generic name given to a number of naturally occurring hydrated mineral silicates that possess a unique crystalline structure, are incombustible in air, and are separable into fibers. Asbestos includes the asbestiform varieties of Chrysotile (serpentine), Crocidolite (Riebeckite), Amosite (Cummingtonite-Grunente), Anthophyllite, Actinolite, and Tremolite.
6. Asbestos-containing. material (ACM) - Any material that contains more than 1 percent asbestos by weight as determined by Polarized Light Microscopy (PLM).
7. Authorized Visitor - The Owner or his designated representative, or a representative of any regulatory or other agency having jurisdiction over the project.
8. Class I - Asbestos work means activities involving the removal of thermal systems insulation (TSI) and surfacing ACM and PACM.
9. Class II - Asbestos work means activities involving the removal of ACM which is not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.
10. Class III - Asbestos work means repair and maintenance operations where "ACM" including TSI and surfacing ACM and PACM is likely to be disturbed.
11. Class IV - Asbestos work means maintenance and custodial activities during which employees contact but do not disturb ACM or PACM and activities to clean-up dust, waste and debris resulting from Class I, II and III activities.
12. Critical Barrier - A unit of temporary construction which provides the only separation between an asbestos work area and an adjacent, potentially occupied, space. The critical barrier is composed of at least one intact sheet of polyethylene sheeting.

13. Decontamination Enclosure System - A series of connected rooms with curtained doorways between any two adjacent rooms, for the decontamination of workers or of materials and equipment. A decontamination system contains at least two air locks.
14. Disposal - All procedures necessary to transport and deposit the asbestos-contaminated material stripped and removed from the building in a waste disposal site in compliance with applicable federal, state, and local regulations.
15. Disposal Site - A site approved by the EPA for the disposal of asbestos-containing wastes.
16. Encapsulant - A liquid which can be applied to asbestos-containing materials and which controls the possible release of fibers from the materials.
17. Encapsulation - The use of an agent to seal the surface (bridging encapsulant) or penetrate the bulk (penetrating encapsulant) of the asbestos-containing material.
18. HEPA -High Efficiency Particulate Air - A type of filter which is 99.97% efficient at filtering particles of 0.3 micrometers in diameter.
19. HEPA Vacuum Equipment - Vacuuming equipment equipped with a HEPA filter in the exhaust outlet, and so designed and maintained that 99.97% of all particles of 0.3 micrometer in diameter in the inlet air are collected and retained.
20. Negative Pressure Respirators - Respirators which function by the wearer breathing in air through a filter.
21. NIOSH - National Institute of Occupational Safety and Heath.
22. Owner's Representative - Authorized Consultants
23. Permissible Exposure Level (PEL) - A level of airborne fibers specified by OSHA as an occupational exposure standard for asbestos. It is 0.1 f/cc of air, eight-hour TWA, as measured by Phase Contrast Microscopy.
24. Repair - The restoration of damaged or deteriorated asbestos-containing material to intact condition.
25. Respirator Protection Program - A set of procedures and equipment required by OSHA if employees wear negative pressure respirators or if fiber levels are above the PEL.
26. Surfactant - Chemical wetting agent added to water to improve penetration, thus reducing the amount of water required for a given operation or area, and enhancing the effect of the water in reducing fiber release.
27. Thermal Systems Insulation - Material applied to pipes, fittings, boilers, breeching, tanks, ducts or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes.
28. Wet Cleaning - The process of eliminating asbestos contamination from building surfaces and objects by using cloths and mops or other cleaning tools that have been dampened with clean water and afterwards disposing of these cleaning tools as asbestos-contaminated waste.

I. Permits And Licenses:
1. The Contractor must maintain current licenses as required by applicable state or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this contract.

J. Regulations
1. This section sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specifications. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.
2. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.
3. The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices, hauling, disposal, and protection

of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state, and local regulations. The Contractor shall hold the Owner and the Owner's Representative harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his Sub-Contractors.

4. Federal requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following regulations:
   a. U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:
      1) U.S. Department of Labor, OSHA, including, but not limited to:
         a) Occupational Exposure to Asbestos, Tremolite, Anthophyllite and Actinolite; Final Rules
            Title 29, Part 1910, Section 1001
            Part 1926, Section 1101 of the Code of Federal Regulations
         b) Respiratory Protection
            Title 29, Part 1910, Section 134 of the Code of Federal Regulations
         c) Construction Industry
            Title 29, Part 1926.1011, of the Code of Federal Regulation
         d) Access to Employee Exposure and Medical Records
            Title 29, Part 1910, Section 2 of the Code of Federal Regulations
         e) Hazard Communication
            Title 29, Part 1910, Section 1200 of the Code of Federal Regulations
         f) Specifications for Accident Prevention Signs and Tags
            Title 29, Part 1910, Section 145 of the Code of Federal Regulations
      2) U.S. Environmental Protection Agency (EPA) including, but not limited to:
         a) Asbestos Abatement Projects Rule
            40 CFR Part 762
            CPTS 62044, FRL 2843-9
            Federal Register, Vol. 50 No. 134, July 12,1985
            P28530-28540
         b) Regulation for Asbestos
            Title 40, Part 61, Subpart A of the Code of Federal Regulations
         c) National Emission Standard for Asbestos
            Title 40, Part 61, Subpart M (Revised Subpart B) of the Code of Federal Regulations
      3) State requirements which govern asbestos abatement work and/or hauling and disposal of asbestos waste materials.
      4) Contractor shall abide by all local requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials including the following:
         a) American National Standards Institute (ANSI)
            1430 Broadway
            New York, NY 10018
            (212) 354-3300
         b) Fundamentals Governing the Design and Operation of Local Exhaust Systems Publication Z9.2-79
         c) Practices for Respiratory Protection Publication Z288.2-80
         d) American Society for Testing and Materials (ASTM)
            1916 Race Street
            Philadelphia, PA 19103
            (215) 299-5400
         e) Specification for Encapsulants for Friable Asbestos-Containing Building Materials

f) Safety and Health Requirements Relating to Occupational Exposure to Asbestos

K. Owner's Representative
1. The Owner's Representative is authorized by the Owner to perform the following:
   a. Have free access to all asbestos work areas.
   b. To assist in interpretation of procedures.
   c. To advise on all provisions of the contract documents pertaining to the control of asbestos.
   d. To stop work if, in the course of performing their monitoring duties, an instance of substantial nonconformance with the contract documents is observed.
   e. To stop work if a situation presenting a health hazard to workers or the Owner's employees or occupants of the building is observed.
   f. To act as the Owner's liaison in technical matters involving the asbestos-related work.
   g. To perform air sampling inside and outside the asbestos work area during the project. The Contractor shall cooperate fully with Owner's Representative, its agents and employees, and ensure cooperation of his/her workers during collection of air samples and work area inspections.
   h. The Owner's Representative role in advising the Owner on environmental health matters does not relieve the Contractor's obligation to comply with all applicable health and safety regulations. Air monitoring results generated by Owner's Representative shall not be used by the Contractor to represent compliance with regulatory agency requirements for monitoring of worker's exposure to airborne asbestos, nor shall any other activity on the part of Owner's Representative represent the Contractor's compliance with applicable health and safety regulations.

L. Pre-Construction Conference
1. An initial progress meeting recognized as "Pre-Construction Conference" shall be held prior to start of any work. Contractor shall meet at project site, with General Superintendent, the Owner, the Owner's Representative, and other entities concerned with asbestos abatement work. Record discussions and agreements and furnish copy to each participant. Provide at least 72 hours advance notice to all participants prior to convening Pre-Construction Conference.
2. This is an organizational meeting, to review responsibilities and personnel assignments, to locate the containment and decontamination areas; and temporary facilities including power, light, water, etc.
3. Submit waivers on forms, and executed in a manner acceptable to the Owner. Administrative requirements that must proceed or coincide with Contractor's submittal for final payment shall consist of the following:
   a. Completion of project closeout requirements.
   b. Completion of items specified for completion beyond time of substantial completion (regardless of whether special payment application was previously made).
   c. Assurance, satisfactory to the Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.
   d. Transmittal of required project construction records to the Owner.
   e. Landfill receipts for all asbestos-containing material.
   f. Proof, satisfactory to the Owner, that taxes, fees and similar obligations of Contractor have been paid.
   g. Removal of temporary facilities, services, surplus materials, rubbish and similar elements.
   h. Consent of surety for final payment.

M. Project Closeout
1. Project closeout is the term used to describe certain collective project requirements that indicate completion of the work to be fulfilled near the end of the contract time. Also, in preparation for final

acceptance of the work by the Owner, as well as, final payment to the Contractor and the normal termination of the Contract.

2. Include supporting documentation for completion as indicated in these contract documents.
3. Submit a statement on accounting of changes to the Contract Sum.
4. Advise the Owner of pending insurance change-over requirements.
5. Submit specific warranties, workmanship and maintenance bonds, maintenance agreements, final certifications and similar documents.
6. Obtain and submit releases enabling the Owner's full, unrestricted use of the work area and access to services and utilities. Where required, include occupancy permits, operating certificates and similar releases.
7. Results of the completed inspection will form the initial "punch-list" for final acceptance.
8. A complete record, certified by the testing laboratory, of all personal air monitoring results.
9. Complete the following cleaning operations as outlined in Paragraph “Decontamination Procedures” before requesting the Owner's Representative inspection for certification of substantial completion.
    a. Remove exposed labels in finished spaces which are not required as permanent labels on materials supplied as part of the work, except for "Asbestos", "Asbestos Free", or Thermal Insulation Labels specified elsewhere.
    b. Clean transparent materials, affected by the work including mirrors and window/door glass, to a polished condition, removing substances which are noticeably vision-obscuring materials. Replace broken glass and damaged transparent materials.
    c. Clean exposed hard-surfaced finishes affected by the work, to a dirt-free condition, free of dust, stains, films and similar distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
    d. Clean plumbing fixtures affected by the work to a sanitary condition, free of stains including those resulting from water exposure.
    e. Replace all HVAC filters using materials supplied by the Owner or clean non-replaceable filters after minimum of two days of operation of HVAC equipment.
    f. Clean light fixtures and lamps, which have been affected by the work so as to function with full efficiency. Replace lamps where inoperable.
    g. Repair any damage to wall, ceiling and floor surfaces caused by installation and removal of the polyethylene sheeting.

N. Personnel Protection

1. Prior to commencement of work, the workers shall be instructed and be knowledgeable in the areas described in Paragraph "Submittals and Notices" having to do with employees.
2. Worker Protection - shall comply with 29 CFR 1910.134 (Respiratory Protection).
    a. Because there is no known safe level of exposure to asbestos, it is prudent to reduce worker's exposures to as low a level as possible. Proper respiratory protection is critical in minimizing exposure.
    b. Workers shall be provided, as a minimum, with personally issued and marked respirators equipped with high efficiency particulate filters approved by NIOSH to be worn in the designated work area and/or whenever a potential exposure to asbestos exists. Sufficient filters shall be provided for replacement as required by the workers or applicable regulations. Disposable respirators shall not be used.
    c. No worker shall be exposed to levels greater than 0.01 f/cc as determined by the protection factor of the respirator worn and the work area fiber levels.
    d. Whenever powered purifying respirator protection is used, a sufficient supply of replacement batteries and HEPA filter cartridges shall be provided to the workers.
    e. Air monitoring required by OSHA is work of the Contractor and not covered in this specification. Contractor shall post, on a daily basis, results of the air monitoring results from the previous shift. A complete record, certified by the testing laboratory, of all personal

air monitoring tests and results will be furnished to the Owner and the Owner's Representative prior to Contractor's Request for Final Payment.

f. During encapsulation operations or usage of other organic base aerosols (e.g., spray glue, expanding foam), workers shall be provided with combination cartridges consisting of organic vapor and HEPA sections.

g. Workers shall be provided with sufficient sets of protective full-body clothing to be worn in the designated work area and/or whenever potential exposure to asbestos exists. Such clothing shall include, but not be limited to, full-body coveralls, headgear and gloves. Workers shall assure that hoods covering their hair are worn in the designated work areas at all times. Eye protection and hard hats shall be provided as required by applicable safety regulations. Eye protection shall be worn during encapsulation operations. Non-disposable type protective clothing and footwear shall be left in the work area until the end of the asbestos abatement work, at which time such items will be disposed of as asbestos waste.

h. Non-skid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

i. Protective clothing shall not be worn in lieu of street clothing outside the work area.

j. Visitor Clothing: The Contractor shall provide authorized visitors with suitable respirator, protective clothing, headgear, eye protection, and footwear as described herein, whenever they enter the work area.

3. Decontamination and Work Procedures: The decontamination and work procedures to be followed by workers shall be posted as described in these specifications.

4. Worker and Authorized Visitor Protection Procedures:

a. Each worker and authorized visitor shall, upon entering the job site, remove street clothes in a designated clean change area and put on a respirator with new filters and clean protective clothing before entering the work area.

b. The Contractor's employees shall perform a positive/negative respirator fit test each time he enters the work area. If leakage occurs, the respirator must be re-adjusted or replaced.

c. Workers shall maintain their respirators in a safe operating condition. The condition of respirators shall be checked daily.

d. Workers and visitors shall complete the decontamination procedures as outlined in the specification upon exiting the work area.

e. Workers shall not eat, drink, smoke, or chew gum or tobacco in or near the asbestos work areas.

f. Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos-containing or contaminated materials and until final cleanup is completed.

O. Air Monitoring

1. The airborne fiber counts outside the work area will be monitored to detect faults in the work area isolation such as contamination of the building outside of the work areas with airborne asbestos fibers, failure of filtration or rupture in the negative pressure system.
Should any of the above occur, the Contractor shall immediately cease asbestos abatement activities until the fault is corrected. Work shall not recommence until authorized by Owner's Representative. In the case of mini-enclosures the Owner's Representative will monitor air in a remote location of the residence to determine the baseline of asbestos.

2. The airborne fiber counts in the work area will be monitored. The purpose of this air monitoring will be to detect airborne fiber counts which may significantly challenge the ability of the work area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers. In the case of mini-enclosures the Owner's representative may monitor air outside of several enclosures if they are in close proximity.

3. Contractor shall maintain an average airborne count inside the work area of less than 0.5 f/cc. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the TWA fiber count for any work shift or eight-hour period exceeds 0.5 f/cc, stop all

work, leave pressure differential system in operation and notify Owner's Representative. Do not recommence work until authorized in writing by Owner's Representative.

4. If airborne fiber counts exceed 1.0 f/cc for any period of time cease all work until fiber counts fall below 0.5 f/cc and notify Owner's Representative. Do not recommence work until authorized in writing by the Owner's Representative.
5. If any air sample taken outside of the work area exceeds the 0.01 f/cc of air, Contractor shall immediately and automatically stop all work. If this air sample was taken inside the building and outside of critical barriers around the work area, immediately erect new critical barriers to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g., wall, ceiling, and floor). Leave Critical Barriers in place until completion of work and insure that the operation of the negative pressure system in the work area results in a flow of air from the balance of the building into the affected area.
6. If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a temporary decontamination facility consisting of a shower room and changing room. After cleaning and decontamination of the affected area remove the shower room and leave the changing room in place as an air lock.
7. After certification of visual inspection in the work area, remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area.
8. The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts. "Airborne Fibers" referred to above include all fibers regardless of composition as counted in the Phase Contrast Microscopy (PCM) NIOSH 7400 Method procedures. If work has stopped due to high airborne fiber counts, air samples will be secured in the same area by the Owner's Representative for analysis by electron microscopy. "Airborne fibers" counted in samples analyzed by Scanning or Transmission Electron Microscopy (TEM) shall be only asbestos fibers, but of any diameter and length. Subsequent to analysis by Electron Microscopy the number of airborne fibers shall be determined by multiplying the number of fibers, regardless of composition, counted by the PCM NIOSH 7400 Method procedure by a number equal to asbestos fibers counted divided by all fibers counted in the electron microscopy analysis.
9. If electron microscopy is used to arrive at the basis for determining airborne fiber counts in accordance with the above paragraph, and if the average of airborne asbestos fibers in all samples taken exceeds 0.1 f/cc, or if any one sample exceeds 0.2 f/cc, then the cost of such analysis will be born by the Contractor, at no additional cost to the Owner.
10. The Owner's Representative will secure at least the following air samples to establish a base line before start of work involving large enclosures:

Location Sampled	Number of Samples	Analysis Method	Detection Limit f/cc	Minimum Volume Liters	Rate LPM
Each Work Area	1	PCM	0.01	1,900	2-16
Outside Each Work Area	1-3	PCM	0.01	1,900	2-16

11. Base Line is an action level expressed in f/cc, which is ten percent greater than the largest of the following:
    a. Average of the samples collected on cellulose ester filters outside each work area.
    b. Average of the samples collected on cellulose ester filters outside the building.
    c. 0.01 fibers per cubic centimeter.
12. Daily: From start of work of Paragraph "Temporary Enclosure" through the work of Paragraph "Project Decontamination," the Owner may be taking the following samples on a daily basis. The location of each air sample will be determined by the Owner's Representative.
    a. Baseline
    b. Work Area
13. For larger enclosures samples will be collected on 25 mm cassettes with the following filter medial:
    PCM: 0.8 micrometer mixed cellulose ester.

Location Sampled	Number of Samples	Analysis Method	Detection Limit f/cc	Minimum Volume Liters	Rate LPM
Each Work Area	2	PCM	0.01	1,900 as required by conditions	2-16
Outside Each Work Area Critical Barrier	1	PCM	0.01	1,900	2-16
Clean Room	1	PCM	0.01	1,900	2-16
Equip Decon	1	PCM	0.01	1,900	2-16

14. Additional samples may be taken at the Owner or the Owner's Representative discretion. If airborne fiber counts exceed allowed limits, additional samples will be taken as necessary to monitor fiber levels.
15. The services of a testing laboratory will be employed by the Owner to perform laboratory analysis of the air samples. Samples will be sent daily so that verbal reports on air samples can be obtained in a timely manner. A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Owner's Representative, the Owner and the Contractor.
16. Air samples may be analyzed on site by the Owner's Representative, if they are to be analyzed by the NIOSH 7400 Method.
17. Cellulose ester filters will be analyzed using the PCM NIOSH 7400 Method. Thus analysis will be carried out at a laboratory located off the job site.
18. At the completion of the work in occupied areas and prior to the dismantling of the isolation system, final air clearance will be conducted by Owner's Representative.
19. Decontamination of the work area will be considered complete when all samples indicate fiber levels are less than 0.0l f/cc of air as analyzed by PCM NIOSH 7400 Method or an average of less than 70 structures per square millimeter of filter area as analyzed by TEM; Level II AHERA Method.
20. The Contractor may conduct his own air monitoring and laboratory testing. If he elects to do this the cost of such air monitoring and laboratory testing shall be included in the Contract Sum.

P. Equipment Removal Procedures
1. Clean all external surfaces of contaminated waste containers and equipment thoroughly by wet sponging or HEPA vacuuming before moving such items into the equipment decontamination enclosure system washroom for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave the work areas through the equipment decontamination enclosure system.

Q. Disposal Activities
1. It is the responsibility of the Contractor to comply with current federal, state and local regulations concerning the waste handling, transportation, and disposal of asbestos-containing material (ACM) and accompanying solvents or residues.
2. The Contractor will document actual disposal of the waste at the designated landfill by completing Disposal Certificate or submitting proof of landfill receipt.

1.2 PRODUCTS

A. Materials
1. All Contractor's equipment delivered to the site shall be free of asbestos contamination.
2. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

3. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Materials that become contaminated shall be disposed of in accordance with applicable regulations.
4. Polyethylene flame retardant sheet of 6-mil thickness shall be used unless otherwise specified. Polyethylene sheeting shall be sized to minimize the frequency of joints. Polyethylene sheeting must satisfy the National Fire Prevention Association Standard 701, "Small Scale Fire Test for Flame Resistant Textile and Film."
5. Adhesive tape shall be capable of sealing joints of adjacent sheets of polyethylene and for use in attachment of polyethylene sheet to finished or unfinished surfaces of similar materials and shall be capable of adhering under dry and wet conditions, including use of amended water. Contractor shall use adhesive tape compatible with finished surfaces.
6. Protective devices such as, but not limited to, disposable clothing, respirators, gloves, hard hats, etc. shall be used.
7. Wetting agent shall be a mixture of 50/50 polyoxyethylene ether and polyglycol ester or equivalent commercial product.
8. Encapsulant materials shall be the bridging and penetrating type and conform with the following characteristics:
   a. Encapsulants shall not be solvent-based or utilize a hydrocarbon in the liquid in which the solid parts of the encapsulant are suspended.
   b. Encapsulant shall not be flammable.
9. A non-hardening lagging sealer for enclosing and sealing raw exposed edges and surfaces of asbestos-containing materials.
10. Pre-mixed or job mixed insulating plaster manufactured for use on plumbing equipment shall be used when repairing damaged thermal insulation material.
11. Non-woven fibrous glass mat and open weave glass fiber mat cloth for repair of thermal systems insulation.
12. Fire retardant sealant shall prevent fire, smoke, water and toxic fumes from penetrating through sealants. Sealant shall have a flame spread, smoke and fuel contribution of zero, and shall be ASTM and Underwriter's Laboratory (UL) rated for three hours for standard method of fire test for fire stop systems.

B. Tools And Equipment
1. Provide suitable tools for repair and encapsulation of asbestos-containing materials and for removal of asbestos-containing materials that are beyond repair. Wire brushes shall not be used as a means of removing or cleaning asbestos-containing materials from surfaces, if they are used as the surface is being sprayed with water or amended water.
2. Provide sufficient number of HEPA-filtered vacuum cleaners equipped with pick-up adapters, steel floor wands, crevice tools, and carpet tools.
3. Airless sprayers capable of spraying amended water shall be provided in sufficient number to allow continuous uninterrupted work.
4. Asbestos filtration devices shall utilize high efficiency particulate air (HEPA) filtration systems.
5. Transportation equipment, as required, shall be suitable for loading, temporary storage, and unloading of contaminated waste without exposure to persons or property, and shall be quiet in motion if used within the building.

1.3 EXECUTION

A. Safety Procedures For Power And Lighting
1. The use of wet methods for removal, repair, encapsulation or cleaning procedures increases the potential for electrical shock when working around electrical panels, conduit, light fixtures, alarm systems, junction boxes, transformers, etc. In coordination with the Owner, de-energize as much electrical equipment as possible to prevent electrical shock to employees performing the work. The Contractor shall use the following precautions:

a. Use non-conductive tools and vacuum attachments.
b. Utilize "hot line" covers over energized cables and power lines when possible.
c. Ensure all electrical equipment in use is properly grounded before the job starts. Check outlets, wiring, extension cords and power pickups.
d. Avoid stringing wiring across floors. Elevate wiring if possible.
e. Ensure electrical outlets are tightly sealed and taped to avoid water spray.
f. Determine operating voltages of equipment and lines before working on or near energized parts.
g. Energized parts must be insulated or guarded from employee contact and other conductive objects. Extension cords must be three-wire type and connected to a Ground Fault Interrupter (GFI) circuit.
h. Lock or secure de-energized circuits at panel and post warning signs.
i. Seal heating vents with two layers of polyethylene sheeting prior to the start of work. The Contractor shall repair any damage caused by Contractor's operations to duct work, grilles, dampers, louvers or HVAC equipment at the completion of the work at Contractor's expense. Coordinate all lock out and or de-energizing with Owner.

B. Temporary Facilities
1. Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the work and operations of the building. Coordinate all installations and shut downs with building owner.
2. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.
3. Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.
4. During the erection and/or moving of scaffolding, care must be exercised so that the polyethylene floor covering is not damaged.
5. Clean, as necessary, debris from non-slip surfaces.
6. At the completion of abatement work, clean all construction aids within the work area, wrap in one layer of 6-mil polyethylene sheet and seal before removal from the work area.
7. Temporary water service connections to the Owner's water system shall include back flow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered.
8. Employ heavy-duty abrasion-resistant hoses with a pressure rating 50 percent greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.
9. Electrical Services shall comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.
10. Provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of work during the construction period. Install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of work.
11. Provide receptacle outlets equipped with ground fault circuit interrupters, reset button and pilot light, for plug-in connection of power tools and equipment.
12. Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work. All cords shall be elevated off the floor inside the containment area.

13. Temporary wiring in the work area shall be type UL non-metallic sheathed cable located overhead and exposed for surveillance. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide liquid tight enclosures or boxes for wiring devices.
14. Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.
15. Use of the Owner's existing toilet facilities, as indicated, will be permitted, so long as these facilities are properly cleaned and maintained in a condition acceptable to the Owner. At substantial completion, restore these facilities to the condition prevalent at the time of initial use. All provisions of these specifications regarding leaving the work area must be met.
16. When mini-enclosures area being used all of the requirements above will be enforced by the Owner's Representative. The construction and set-up of the mini-enclosures may be done by the Abatement Contractor.

C. Pressure Differential System
1. Before start of work Contractor shall submit design of pressure differential system to the Owner's Representative for review. Do not begin work until system has been approved by Owner's Representative. Include in the submittal the following:
   a. Number of pressure differential machines required and the calculations necessary to determine the number of machines.
   b. Description of projected air-flow within work area and methods required to provide adequate air flow in all portions of the work area.
2. If the enclosure is not a mini-enclosure, the Contractor must supply the required number of asbestos air filtration units to the site in accordance with these specifications. Each unit shall include the following:
   a. Cabinet constructed of steel or other durable materials able to withstand damage from rough handling and transportation. The width of the cabinet should be less than 30 inches to fit through standard-size doorways. Cabinet shall be factory sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance. Access to and replacement of all air filters shall be from intake end. Unit shall be mounted on casters or wheels.
   b. Rate capacity of fan according to useable air-moving capacity under actual operating conditions. Use centrifugal-type fan.
   c. The final filter shall be the HEPA type. The filter media (folded into closely pleated panels) must be completely sealed on all edges with a structurally rigid frame.
   d. A continuous rubber gasket shall be located between the filter and the filter housing to form a tight seal.
   e. Provide HEPA Units that are individually tested and certified on site by an independent testing agency to have an efficiency of not less than 99.97 percent when challenged with 0.3 m dioctylphthlaate (DOP) particles when tested in accordance with Military Standard Number 2182 and Army Instruction Manual 136-300-175A. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.
   f. Pre-filters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of pre-filtration are required. The first-stage pre-filter shall be a low-efficiency type (e.g., for particles 10 microns and larger). The second-stage (or intermediate) filter shall have a medium efficiency (e.g., effective for particles down to 5 microns). Pre-filters and intermediate filters shall be installed either on or in the intake grid of the unit and held in place with special housings or clamps.
   g. Each unit shall be equipped with a Magnahelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed. A table indicating the useable air-handling capacity for various static pressure readings on the Magnahelic gauge shall be affixed near the gauge for reference, or the Magnahelic reading indicating at what point the filters should be changed, noting Cubic

Feet per Minute (CFM) air delivery at that point. Provide units equipped with an elapsed time meter to show the total accumulated hours of operation.

h. The unit shall have an electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter. Units shall be equipped with automatic shutdown system to stop fan in the event of a major rupture in the HEPA filter or blocked air discharge. Warning lights are required to indicate normal operation, too high a pressure drop across the filters (i.e., filter overloading), and too low of a pressure drop (i.e., major rupture in HEPA filter or obstructed discharge).

i. Electrical components shall be approved by the National Electrical Manufacturers Association (NEMA) and Underwriters' Laboratories (UL). Each unit shall be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet shall be grounded.

j. If a mini-enclosure is used the air filtration unit may be a HEPA filtered vacuum with a flow rate of at least 100 cubic feet per minute (CFM).

3. Provide a fully operational pressure differential system within the work area maintaining continuously a pressure differential across work area enclosures of 0.02 inches of water for glove bag operations and mini-containments**.** Demonstrate to the Owner's Representative the pressure differential by use of pressure differential meter or a manometer, before disturbance of any asbestos-containing materials. In the case of a mini-enclosure visual evidence of pressure differential through the use of a smoke generation tube shall be sufficient as in paragraph C.13 of this section.
4. Continuously monitor and record the pressure differential between the work area and the building outside of the work area.
5. Provide fully operational negative pressure systems supplying a minimum of one air change every ten minutes (six changes per hour), less in the instance of a mini-enclosure. Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height. Determine total ventilation requirement in cubic feet per minute (cfm) for the work area by dividing this volume by the air change rate.
6. Ventilation Required (CFM) = Volume of work area (cu. ft.)/10 min.
7. Determine number of units needed to achieve ten-minute change rate by dividing the ventilation requirement (CFM) above capacity of exhaust unit(s) used. Capacity of a unit for purposes of this section is the capacity in cubic feet per minute with fully loaded filters (pressure differential which causes loaded filter warning light to come on) in the machines labeled operating characteristics.
8. Add one additional unit as a backup in case of equipment failure or machine shutdown for filter changing.
9. Locate exhaust unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses work area as much as possible. This may be accomplished by positioning the unit(s) at a maximum distance from the worker access opening or other makeup air sources.
10. Vent to outside of building, unless authorized in writing by the Owner's Representative.
11. Each unit shall be serviced by a dedicated minimum 115v-20A circuit with overload device tied into an existing building electrical panel which has sufficient spare capacity to accommodate the load of all pressure differential units connected. Dedication of an existing circuit may be accomplished by shutting down existing loads on the circuit.
12. Test pressure differential system before any asbestos-containing material is wetted or removed. After the work area has been prepared, the decontamination facility set up, and the exhaust unit(s) installed, start the unit(s) (one at a time). Demonstrate operation and testing of pressure differential system to the Owner's Representative.
13. Demonstrate of operations of the pressure differential system to the Owner's Representative will include, but not be limited to, the following:
    a. Plastic barriers and sheeting move lightly in toward work area.
    b. Curtain of decontamination units move lightly in toward work area.
    c. There is a noticeable movement of air through the decontamination unit. Use stroke tube to demonstrate air movement from clean room, and from equipment room to work area.

d. Use smoke tubes to demonstrate a positive motion of air across all area in which work is to be performed.
e. Use a differential pressure meter or manometer to demonstrate a pressure difference of at least 0.02 inches (as allowed) of water across every barrier separating the work area from the balance of the building or outside. This is not required in the case of a mini enclosure.

14. Start exhaust units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant negative pressure until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
15. Do not shut down pressure differential system during encapsulating procedures, unless authorized by the Owner's Representative in writing. Start abatement work at a location farthest from the exhaust units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work and do not resume until power is restored and exhaust units are operating again.
16. At completion of abatement work, allow exhaust units to run as specified to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the work area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work. In the case of a mini-enclosure the vacuum may be removed and the entrance sealed following encapsulation until the clearance sample is collected.
17. Prior to final air test, remove pre-filter and wipe out inside lip of negative air machine.
18. When a final inspection and the results of final air tests indicate that the area has been decontaminated, exhaust units may be removed from the work area. Before removal from the work area, remove and properly dispose of pre-filter, and seal Intake to the machine with 6-mil polyethylene to prevent environmental contamination from the filters.

D. Work Area Preparation

1. The work area is the location where asbestos-abatement work occurs. It is a variable of the extent of work of the contract. It may be a portion of a room, a single room, or a complex of rooms. A "work area" is considered contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the asbestos-control work.
2. Pre-clean fixed objects, walls and floor surfaces within the proposed work areas using HEPA filtered vacuum equipment and wet cleaning methods as appropriate.
3. Seal all openings, supply and exhaust vents, and convectors within ten feet of the work area with 6-mil polyethylene sheeting secured and completely sealed with plastic adhesion tape.
4. Contact fire control agencies to review procedures prior to start of work.
5. Provide flame resistant polyethylene sheeting that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, four- or six- mils thick, frosted or black.
6. Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene and supporting surface.
7. Completely isolate the work area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the work area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in Paragraph "Decontamination Procedures." All such required cleaning or decontamination shall be performed at no additional cost to the Owner.
8. Place all tools (i.e., scaffolding, staging) necessary for the work in the area to be isolated prior to erection of plastic sheeting temporary enclosure.
9. Disable ventilation systems or any other system bringing air into or out of the work area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.

10. Remove and dispose of all electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc., which cover any part of the surface on which work is to be performed.
11. All general construction items such as cabinets, casework, doors and window trim, moldings, ceilings, trim, etc., which cover the surface of the work as required to prevent interference with the work. To be performed by the Owner: clean, decontaminate and reinstall all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.
12. Permit Access to the work area only through the Decontamination Unit. All other means of access shall be closed off and sealed and warning signs displayed on the clean side of the sealed access.
13. Provide Warning Signs at each visual and physical barriers reading as follows in both English and Spanish:

Legend	Notation
KEEP OUT	3" Sans Serif Gothic or Block
BEYOND THIS POINT	1" Sans Serif Gothic or Block
ASBESTOS ABATEMENT WORK	1" Sans Serif Gothic or Block
IN PROGRESS	1" Sans Serif Gothic or Block
BREATHING ASBESTOS DUST MAY BE HAZARDOUS TO YOUR HEALTH	14 Point Gothic

14. Alternate methods of containing the work area may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without prior written approval of the Owner's Representative.
15. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the work area with plastic adhesion tape alone or with polyethylene sheeting at least 4-mil in thickness, taped securely in place with plastic adhesion tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing off lighting fixtures to avoid melting or burning of sheeting.
16. Provide sheet plastic barriers at least 6-mil in thickness as required to completely seal openings from the work area into adjacent areas. Seal the perimeter of all sheet plastic barriers with plastic adhesion tape or spray cement.
17. Where applicable, construct framing of the containment out of fire treated wood or aluminum studs. Mini-enclosure frames may be constructed of Polyvinyl Chloride (PVC) tubing.
18. Cover all walls in work area extending to the underside of the ceiling grid system with one layer of polyethylene sheeting, at least 6-mil in thickness, mechanically supported and sealed with plastic adhesion tape or spray-glue in the same manner as "Critical Barrier" sheet plastic barriers. Tape all joints with plastic adhesion tape. Contractor shall be responsible for repair of damaged wall finishes.
19. Cover floor with two layers of 6-mil polyethylene sheeting (exclude for floor tile and adhesive).
20. Provide Pressure Differential System per Paragraph “Pressure Differential System.”
21. If the enclosure barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add the affected area to the work area, enclose it as required by this section of the specification and decontaminate it as described in Paragraph “Decontamination Procedures.”
22. Establishing a Mini-Containment area:
    a. Establish work area so that unauthorized entry is prevented; Construct a two-compartment fire treated wood frame around work area; install one layer 6-mil polyethylene sheeting to structural members and two layers 6 mil polyethylene sheeting to the floor. Exception: no floor required if mini-containment is being constructed to perform a floor tile activity. Seal all

edges to wall, ceiling, and floor surfaces with duct tape. Install viewing inspection windows, where feasible.

b. Seal all penetrations with duct tape such as pipes, electrical conduit, or ducts contained within the mini-containment.
c. Install triple 6-mil polyethylene flaps at both doorways. Place portable sprayer with clean water, disposable towels, and pre-labeled disposal bag in air lock.
d. Install appropriate signs on outside of mini-containment area.
e. Install HEPA vacuum; extend hose into mini-containment area for general vacuuming, negative air, and cleaning of disposal suit.
f. Accumulate all loose materials for disposal. Place in approved container. Apply appropriate labels. Adequately wet clean all wall, floor, tool and equipment surfaces.
g. Abatement worker must wear two disposable suits. Remove outer suit in work area and place in a plastic bag. Enter air lock.
h. In air lock, wet wipe respirator and wash hands with clean water. Remove respirator and place in a clean plastic bag. Proceed to remote shower unit where inner suit may be removed.

E. Worker Protection

1. This section describes the equipment and procedures required for protecting workers against asbestos contamination and other work place hazards except for respiratory protection.
2. Respiratory Protection is specified in Paragraph “Respiratory Protection.”
3. Train in accordance with EPA’s Model Accreditation Plan, 40 CFR 763 - Asbestos, all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. Include but do not limit the topics covered in the course to the following:
   a. Methods of recognizing asbestos.
   b. Health effects associated with asbestos.
   c. Relationship between smoking and asbestos in producing lung cancer.
   d. Nature of operations that could result in exposure to asbestos.
4. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:

   Engineering controls
   Work practices
   Respirators
   Housekeeping procedures
   Hygiene facilities
   Protective clothing
   Decontamination procedures
   Emergency procedures
   Waste disposal procedures
   Appropriate work practices for the work
   Requirements of medical surveillance program
   Review of OSHA 29 CFR 1926.1101(k)(9)(viii)(G) - Asbestos
   Pressure differential systems
   Work practices including hands on or on job training
   Personal decontamination procedures
   Air monitoring, personal and area

5. Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8 hour time weighted average. In the absence of specific airborne fiber data, provide medical examination for all workers who will enter the work area for any reason. Examination shall, at minimum, meet OSHA requirements as set forth in 29 CFR

1926.1101(k)(9)(viii)(G) - Asbestos. In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.

6. Before start of work Contractor shall submit the following to the Owner's Representative for review. Do not start work until receipt of Owner's Representative.
   a. An original signed copy of the Certificate of Worker's Acknowledgement found at the end of this specification, for each worker who is to be at the job site or enter the work area.
   b. Courses outline or name of institution providing the worker training course.
   c. Report from medical examination conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the work area.
7. Provide disposable full-body coveralls and disposable head covers, and require that they be worn by all workers in the work area. Provide a sufficient number for all required changes, for all workers in the work area.
8. Provide work boots with non-skid soles, and where required by OSHA, foot protectives, for all workers. Provide boots at no cost to workers. Paint uppers of all boots red with water proof enamel. Do not allow boots to be removed from the work area for any reason, after being contaminated with asbestos-containing material. Dispose of boots as asbestos contaminated waste at the end of the work.
9. Provide head protectives (hard hats) as required by OSHA for all workers, and provide four spares for use by Owner's Representative, and Owner. Label hats with same warning labels as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats with plastic strap type suspension. Require hats to remain in the work area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from work area at the end of the work.
10. Provide eye protectives (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury.
11. Provide work gloves to all workers and require that they be worn at all times in the work area. Do not remove gloves from work area. Dispose of gloves as asbestos contaminated waste at the end of the work.
12. Respirators, disposable coveralls, head covers, and footwear covers shall be provided by the contractor for the Owner, Owner's Representative, and other authorized representatives who may inspect the job site.
13. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the work area.
14. Each time work is entered, remove all street clothes in the changing room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.
15. In the event a mini-enclosure is used refer to Paragraph "Work Area Preparation" for personal decontamination procedures.

F. Respiratory Protection
   1. Instruct and train each worker involved in asbestos abatement or maintenance and repair of friable asbestos-containing materials in proper respiratory use and require that each worker always wear a respirator, properly fitted on the face in the work area from the start of any operation which may cause airborne asbestos fibers until the work area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.
   2. Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards meet the more stringent requirement.

a. OSHA - U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910, Section 1001 and Section 1910.134.29 CFR 1926.
b. ANSI - American National Standard Practices for Respiratory Protection. ANSI Z88.2-1980.
c. NIOSH - National Institute for Occupational Safety and Health.
d. MSHA - Mine Safety and Health Administration.

G. Type Of Respiratory Protection Required

1. Provide Respiratory Protection as indicated in paragraph below. Where paragraph below does not apply, determine the proper level of protection by dividing the expected or actual airborne fiber count in the work area by the "protection factors" given below. The level of respiratory protection which supplies an airborne fiber level inside the respirator, at the breathing zone of the wearer, at or below 0.01 fibers/cubic centimeter is the minimum level of protection allowed.
2. Eight-hour Time Weighted Average (TWA) of asbestos fibers to which any worker may be exposed shall not exceed 0.1 fibers/cubic centimeter.
3. For purposes of this section fibers are defined as all fibers regardless of composition as counted in the OSHA Reference Method (ORM), NIOSH P&CAM 239 or 7400 procedure, or asbestos fibers of any size as counted using either a scanning or transmission electron microscope.
4. Require that respiratory protection be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.
5. Require that a respirator be worn by anyone in a work area at all tunes, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy.

H. Respiratory Protection Factor

Respirator Type	Protection Factor
Air purifying: Negative pressure respirator High efficiency filter Half facepiece	10
Air purifying: Negative pressure respirator High efficiency filter Full facepiece	50
Powered-air purifying (PAPR): Positive pressure respirator High efficiency filter Half or Full facepiece	100
Type C supplied air: Positive pressure respirator continuous-flow Half or full facepiece	100
Type C supplied air: Positive pressure respirator pressure demand Full facepiece	1000
Type C supplied air: Positive pressure respirator pressure demand Full facepiece Equipped with an auxiliary positive pressure	over 1000

Self-contained breathing apparatus (SCBA)

Self-contained breathing apparatus (SCBA): over 1000
Positive Pressure respirator
Pressure demand
Full facepiece

I. Air Purifying Respirator
1. Provide half face or full face type respirators. Equip full-face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees Fahrenheit.
2. Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980). In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.
3. Supply with a sufficient quantity of respirator filters approved for asbestos, so that workers can change filters during the work day. Require that respirators be wet-rinsed, and filters discarded, each time a worker leaves the work area. Require that new filters be installed each time a worker re-enters the work area. Store respirators and filters at the job site in the changing room and protect totally from exposure to asbestos prior to their use. Do not use single use, disposable or quarterface respirators.

J. Powered Air Purifying Respirator (PAPR)
1. Provide full-facepiece type respirators. Provide nose-cups for full-facepiece respirators. Provide, at a minimum, HEPA type cartridges approved by NIOSH/MSHA and certified for use in atmospheres containing asbestos dusts.
2. Provide, at a minimum, one extra battery pack for each respirator so that one can be charging while one is in use.
3. Provide non-cloth belts capable of being decontaminated in shower.
4. Supply with a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement. Require that regardless of flow, filter cartridges be replaced after 40 hours of use. Require that HEPA elements in filter cartridges be protected from wetting during showering. Require entire exterior housing of respirator including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords to be washed each time a worker leaves the work area. Caution should be used to avoid shorting battery pack during washing.

K. Required Respiratory Protection
1. Regardless of airborne fiber levels, require the following minimum level of respiratory protection:
a. Half-face air purifying respirators may be used during set-up of the containment and removal of the material so long as fiber counts inside the respirator do not exceed .01 f/cc fibers per cubic centimeter.

L. Decontamination Units - Three-Stage
1. Provide a Personnel Decontamination Unit consisting of a serial arrangement of rooms or spaces, Changing Room, Shower Room, Equipment Room adjacent to each full containment area.
2. Require all persons without exception to pass through this decontamination unit for entry into and exiting from the work area for any purpose. Do not remove equipment or materials through Personnel Decontamination Unit.
3. Changing (Clean) Room:

a. Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing.
b. Locate so that access to work area from changing room is through shower room.
c. Separate changing room from the building by a double-sheeted polyethylene flapped doorway.
d. Provide sub-panel at changing room to accommodate all removal equipment. Power sub-panel directly from a building electrical panel. Connect all electrical branch circuits in decontamination unit and particularly any pumps in shower room to a ground-fault circuit protection device.

4. Shower Room:
   a. Provide a completely water tight operational shower to be used for transit by cleanly dressed workers heading for the work area from the changing room, or for showering by workers headed out of the work area after undressing in the equipment room.
   b. Construct room by providing a shower pan and two shower walls in a configuration that will cause water running down walls to drip into pan. Install a freely draining wood floor in shower pan at elevation of top of pan.
   c. Separate this room from rest of building, drying room and airlock with airtight walls fabricated of 6-mil polyethylene.
   d. Provide splash proof entrances to Drying Room and Airlock.
5. Equipment Room (contaminated area):
   a. Require work equipment, footwear and additional contaminated work clothing to be left here. This is a change and transit area for workers. Separate this room from the work area by a 6-mil polyethylene flap doorway.
   b. Separate this room from the rest of the building, the shower room and work area with air tight walls fabricated of 6-mil polyethylene.
6. Clean Room: Provide Clean Room to isolate the holding room from the building exterior.
7. Load-out Area:
   a. The load-out area is the transfer area from the building to a truck or dumpster.
   b. Wet wipe bags before they are passed through the equipment decon-chamber.
   c. When cleaning is complete pass items into holding room. Close all doorways except the doorway between the holding room and the Clean Room.
   d. Workers from the area outside the containment area enter holding area and remove decontaminated equipment and/or containers for disposal.
   e. Require these workers to wear full protective clothing and appropriate respiratory protection.
   f. At no time is a worker from an uncontaminated area to enter the enclosure when a removal worker is inside.
   g. Post an approximately 20 inch x 14 inch manufactured caution sign at each entrance to the work area displaying the following legend with letter sizes and styles of a visibility required by OSHA 29 CFR 1926.1101(k)(9)(viii)(J) - Asbestos.

LEGEND
DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED
IN THIS AREA

   h. Provide spacing between respective lines at least equal to the height of the respective upper line.
   i. Additional Signage: Shall also be posted in accordance with OSHA 29 CFR 1926.1101(k)(9)(viii)(J) - Asbestos

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD

AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING
ARE REQUIRED IN THIS AREA
DANGER
ASBESTOS
CANCER AND LUNG HAZARD
KEEP OUT

j. Post an approximately 10 inch by 14 inch manufactured sign at each entrance to each work area displaying the following legend with letter sizes and styles of a visibility at least equal to the following:

LEGEND	NOTATION
No Food, Beverages or Tobacco Permitted	3/4 inch Block
All Persons Shall Don Protective Clothing (Coverings) Before Entering the Work Area	3/4 inch Block
All Persons Shall Shower Immediately After Leaving Work Area and Before Entering the Changing Area	3/4 inch Block

M. Decontamination Procedures

1. Contractor shall require all workers and visitors to adhere to the following personal decontamination procedures whenever they leave the work area:

a. Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the work area.
b. When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the Equipment Room.
c. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:
   1) Thoroughly wet body including hair and face. If using a PAPR, hold blower unit above head to keep canisters dry.
   2) With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps.
   3) Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breathe.
   4) Carefully wash face-piece of respirator inside and out.
d. If using PAPR, shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.
   1) Shower completely with soap and water.

2) Rinse thoroughly.
3) Rinse shower room walls and floor prior to exit.
4) Proceed from shower to changing room and change into street clothes or into new disposable work items.

e. Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the work area with a half or full face cartridge type respirator:
1) When exiting area, remove disposable coveralls, disposable headcovers, and disposable footwear covers or boots in the equipment room.
2) Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid asbestos fibers while showering. The following procedure is required as a minimum:
3) Thoroughly wet body from neck down.
4) Wet hair as thoroughly as possible without wetting the respirator filter if using an air purifying type respirator.
5) Take a deep breath, hold it and/or exhale slowly, complete wetting of hair, thoroughly wetting face, respirator and filter (air purifying respirator). While still holding breath, remove respirator and hold it away from face before starting to breath.
6) Dispose of wet filters from air purifying respirator.
7) Carefully wash facepiece of respirator inside and out.
8) Shower completely with soap and water.
9) Rinse thoroughly.
10) Rinse shower room walls and floor prior to exit.
11) Proceed from shower to changing room and change into street clothes or into new disposable work items.

N. Project Decontamination
1. If the asbestos abatement work is on damaged or friable materials, then the building space is deemed contaminated before start of the work and in need of decontamination. In this case, the procedure includes two cleanings of the primary barrier plastic prior to its removal and two cleanings of the room surfaces to remove any new or existing contamination.
2. Work of this section includes the decontamination of air in the work area which has been, or may have been contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable materials in the space.
3. Work of this section also includes the cleaning, decontamination, and removal of temporary facilities installed prior to abatement work and decontamination of all surfaces (ceiling, walls, floor) of the work area, and all furniture or equipment in the work area.
4. First Cleaning
a. Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a HEPA filtered vacuum. (Note: A HEPA vacuum will fail if used with wet material). Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose as contaminated waste. Continue this cleaning until there is no visible debris from removed materials on plastic sheeting or other surfaces. Upon authorization of Owner's Representative proceed with encapsulation of substrate.
b. Perform encapsulation of substrate where required at this time. Maintain pressure differential system in operation during encapsulation work. Allow encapsulant to dry before proceeding with removal of Secondary layer of plastic.
5. Second Cleaning
a. Upon authorization of Owner's Representative, remove all Primary Barrier sheeting and Material Decontamination Unit, if there is one, leaving only the following:
1) Critical Barrier which forms the sole barrier between the work area and other portions of the building or outside.

2) Critical Barrier Sheeting over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers and other openings.
3) Personnel Decontamination Unit.
4) Pressure Differential System in continuous operation.

b. Remove all filters in Air Handling System(s) and dispose of as asbestos-containing waste.

6. Final Cleaning: Carry out a final cleaning of all surfaces in the work in the same manner as the first cleaning immediately after removal of primary plastic. This cleaning is now being applied to existing room surfaces. Take care to avoid water marks or other damage to surfaces.
7. Visual Inspection: Perform a complete visual inspection with Owner's Representative of the entire work area including decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; look for debris from any sources, residue on surfaces, dust or other matter. If any such debris, residue, dust or other matter is found repeat cleaning and continue decontamination procedure from that point. When the area is visually clean, complete the certification at the end of this section.
8. Final Air Sampling
   a. After the work area is found to be visually clean, air samples will be taken and analyzed in accordance with the procedures set forth in Paragraph “Powered Air Purifying Respirator (PAPR).
   b. If Release Criteria are not met, repeat cleaning and continue decontamination procedure from that point.
   c. If Release Criteria is met, remove the interior of the decontamination unit leaving in place only the Critical Barriers separating the work area from the rest of the building and the operating negative pressure system.
   d. Any small quantities of residual material found upon removal of the plastic sheeting shall be removed with a HEPA filtered vacuum cleaner and local area protection. If significant quantities, as determined by the Owner's Representative, are found then the entire area affected shall be decontaminated as specified herein for the cleaning.

O. Work Area Clearance
1. Air Monitoring
   a. Visual Inspection is required as a prerequisite of air testing.
   b. To determine if the elevated airborne asbestos structure concentration during abatement operations have been reduced to the specified level, the Owner's Representative will secure samples and analyze them according to the following procedures.
2. Aggressive Sampling
   a. All air samples will be taken using aggressive sampling techniques as follows. (There are no standards available for flow rate of leaf blowers or large fans. However, this information is not critical to the success of the procedure).
   b. Before sampling pumps are started, the exhaust from forced-air equipment (leaf blower with at least 1 horsepower electric motor) will be swept against all walls, ceilings, floors, ledges and other surfaces in the room. This procedure will be continued for five minutes per 10,000 cubic feet of room volume.
   c. Air samples will be collected in areas subject to normal air circulation away from room corners, obstructed locations, and sites near windows, doors or vents.
3. Schedule of Air Samples
   a. General: The number and volume of air samples taken and analytical methods used by the Owner's Representative will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical instruments used. In each homogeneous work area after completion of all cleaning work, samples will be taken and analyzed by either PCM of TEM analysis.
   b. Transmission Electron Microscopy (TEM) Samples:
      1) In each homogeneous work area after completion of all cleaning work, samples will be taken and analyzed by either PCM or TEM analysis as follows:

2) Samples will be collected on 25 mm cassettes with filter media: TEM - 0.45 micrometer mixed cellulose ester or 0.40 micrometer polycarbonate, with 5.0 micron mixed cellulose ester backing filter.

Location **Sampled**	Number of **Samples**	Detection **Limit** (f/cc)	**Minimum** Volume (Liters)	**Rate** LPM
Each Work Area	5	0.005	1,300	2-10

3) TEM Analysis will be performed using the analysis method set forth in the AHERA Regulation 40 CFR Part 763 Appendix A.
4) Asbestos Structures referred to in this Section include asbestos fibers, bundles, clusters, or matrices, as defined by method of analysis.
5) Decontamination of the work site is complete when all the sample results are below 0.01 fibers per cubic centimeters (f/cc) of air or 70 structures per square millimeter.

c. Phase Contrast Microscopy (PCM) Samples:
1) In each homogeneous work area after completion of all cleaning work, samples may be taken and analyzed as follows:
2) Samples will be analyzed by PCM for clearance in areas where ceiling tile and/or pipe insulation are removed
3) Samples will be collected on 25 mm cassettes with filter media: PCM - 0.8 micrometer mixed cellulose ester.

Location Sampled	**Number of Samples**	**Detection Limit** (s/cc)	**Minimum Volume** (Liters)	**Rate** LPM
Each Work Area	1-5	0.01	2,400	2-10

4) PCM Analysis: Fibers on each filter will be measured using the NIOSH 7400 Method entitled "Fibers" published in the NIOSH Manual of Analytical Methods, 3rd Edition, Second Supplement, August 1987.
5) Fibers: Referred to in this section include fibers regardless of composition as counted by the phase contrast microscopy method used
6) Decontamination of the work site is complete when all the sample results are below 0.01 fibers per cubic centimeters (f/cc) of air or 70 structures per square millimeter.

4. Failure of Clearance Sampling: Should results from analysis of final clearance air samples not meet the specified criteria, Contractor will be responsible for the payment of all costs, including Consultant's time for subsequent clearance air sampling. The costs associated with subsequent re-sampling for final clearance shall be deducted from the Contractor's final payment of the contract amount.

P. Removal Of Pipe Insulation
1. The work of this section applied to the removal of asbestos-containing Pipe Insulation.
a. Place one layer of 6-mil fire retardant polyethylene sheeting directly below the work. The sheet shall be of sufficient size to completely wrap the pipe once it has been removed.
b. Thoroughly wet the ends of the pipe with amended water and scrape off a minimum of 6 inches of asbestos wrap from both ends of the pipe. Immediately place the wetted material into pre-labeled asbestos disposal bag(s).
c. Detach the pipe at each scraped end and place the pipe onto one sheet of 6-mil fire retardant polyethylene sheeting. Wrap the pipe with the 6-mil fire retardant polyethylene sheeting. Contractor shall wrap the pipe with a second sheet of 6-mil, fire retardant polyethylene sheeting and label as asbestos-containing material. Dispose of the bag(s) and duct in accordance with the Paragraph "Handling and Disposal of Asbestos Contaminated Waste" of this specification.

d. Upon clearance from the Owner's Representative, Contractor shall remove the 6-trail, fire retardant polyethylene sheeting from the openings.

Q. Glove Bag Removal
1. The work of this section applies to full containment or glovebag removal.
2. Isolate the area in accordance with Paragraph “Temporary Facilities.”
3. Construct a decontamination unit as described in Paragraph “Decontamination Units” and attach to the work area.
4. Set up pressure differential isolation and ventilation of the work area in accordance to Paragraph “Pressure Differential System.”
   a. Upon approval of the enclosure by the Owner's Representative, Contractor may proceed to remove the material using the following method.
   b. Thoroughly wet to satisfaction of Owner's Representative, asbestos-containing insulation to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet the substrate without causing excess dripping. Allow time for removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions. If insulation is covered with canvas, Contractor will wet the exterior covering and slice it with utility knife while saturating the material.
   c. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels using commercially available "foggers."
   d. Remove saturated asbestos-containing material in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to wash down station adjacent to material decontamination unit.
   e. Evacuate air from disposal bags with a HEPA filtered vacuum cleaner before sealing.
   f. Contractor must always clean area of visible asbestos debris prior to end of shift.
5. These procedures shall be followed to remove pipe insulation elbows:
   a. Install critical barriers to isolate the work site. Install 2 or 3 Stage Decontamination Units.
   b. HEPA vacuum the work site.
   c. Provide negative air machine in addition to those required, in the vicinity of the work. Arrange so that exhaust is into the work area, oriented in a direction away from the work. Extend a 2-inch diameter flexible non-collapsing duct from the intake end to a point no more than 4'-0" from any scraping or brushing activity.
   d. Locate intake of duct so that airflow is horizontally and slightly downward into intake. Replace primary filter on negative air machine at an interval of no greater than 30 minutes. Allow no more than one scraping or brushing activity per negative air machine.
   e. Check pipe where the work will be performed. Wrap damaged (broken lagging, hanging, etc.), pipe in 6 mil plastic and "candy-stripe" with duct tape. Place one layer of duct tape around undamaged pipe at each end where the glovebag will be attached.
   f. Place necessary tools into pouch located inside glovebag. This will usually include: bone saw, utility knife, rags, scrub brush, wire cutters, tin snips and pre-wetted cloth.
   g. Place one strip of plastic adhesion tape along the edge of the open top slit of glove bag for reinforcement.
   h. Place the glove bag around section of pipe to be worked on and staple top together through reinforcing tape. Next, tape the ends of glovebag to pipe itself, where previously covered with plastic or tape.
   i. Use smoke tube and aspirator bulb to test seal. Place tube into water sleeve (two-inch opening to glovebag) squeezing bulb and filling bag with visible smoke. Remove smoke tube and twist water sleeve closed. While holding the water sleeve tightly, gently squeeze

glovebag and by using a flashlight, look for smoke leaking out, (especially at the top and ends of the glovebag). If leaks are found, tape closed using plastic adhesion tape and re-test.

j. Insert wand from garden sprayer through water sleeve. Plastic adhesion tape water sleeve tightly around the wand to prevent leakage.

k. One person places his hands into the long-sleeved gloves while the second person directs garden sprayer at the work.

l. Use bone saw, if required, to cut insulation at each end of the section to be removed. A bone saw is a serrated heavy gauge wire with ring-type handles at each end. Throughout this process, spray amended water or removal encapsulant on the cutting area to keep dust to a minimum.

m. Remove insulation using putty knives or other tools. Place pieces in bottom of bag without dropping.

n. Rinse all tools with water inside the bag and place back into pouch.

o. Using scrub brush, rags and water, scrub and wipe down the exposed pipe. (Inexpensive horse rub-down mittens work well for this).

p. Remove water wand from water sleeve and attach the small nozzle from HEPA-filtered vacuum. Turn on the vacuum only briefly to collapse the bag.

q. Remove the vacuum nozzle, twist water sleeve closed and seal with plastic adhesion tape.

R. Handling And Disposal Of Asbestos-Containing Waste

1. All waste and asbestos contaminated waste shall be double bagged in pre-labeled 6-mil airtight puncture resistant bags. Labeling shall be in accordance with OSHA and EPA requirements.
   a. Bags of asbestos-containing waste shall be sealed with tape in the work area. Asbestos waste shall not be allowed to dry out prior to sealing bags. While in the work area, bags shall be decontaminated of any bulk debris by wet wiping. Bags shall be pre-labeled in accordance with OSHA and EPA.
   b. The Contractor shall ensure that the sealed bags are transported to the waste disposal site.
2. The Contractor shall establish a manifest system to enable the Owner to report the quantity of asbestos waste being deposited at the landfill. Contractor shall report the quantity of waste in pounds or tons as appropriate. The Contractor must be able to demonstrate custody over all asbestos waste from the time it is removed from the work area until it is deposited at the land fill.
   a. Copies of the manifest and any receipts generated during the handling and disposal process shall be provided to Owner's Representative and the Owner.
   b. Final manifest and documents must be provided to Owner's Representative and the Owner within two weeks of the removal of the asbestos materials from the site by the waste hauler.

S. Encapsulation Of Asbestos-Containing Materials

1. General provisions of Contract, including General and Supplementary Conditions and Division 01, apply to work of this section.
   a. The work includes the sealing of all piping or vessels from which asbestos-containing insulation has been removed with one coat of a lock down encapsulant.
   b. Where repair work is being performed, the end will be sealed with a minimum of one coat of bridging encapsulant.
2. Submittals
   a. Product Data: Submit manufacturer's technical information including label analysis and application instructions for each material proposed for use.
   b. Installation Instructions: Submit manufacturer's installation instructions with specific project requirements noted.
   c. Performance Warrantee: Submit manufacturer's performance guarantee.
   d. Certification: Submit written approval of entity installing the encapsulant from encapsulant manufacturer.

e. Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for each surfactant and encapsulating material proposed for use on the work. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

3. Deliver materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
   a. Name or title of material
   b. Manufacturer's stock number and date of manufacture
   c. Manufacturer's name
   d. Thinning Instructions
   e. Application Instructions
4. Deliver materials together with a copy of the OSHA Material Safety Data Sheet for the material.
5. Job Conditions
   a. Apply encapsulating materials only when environmental conditions in the work area are as required by the manufacturer's instructions.
6. Quality Assurance
   a. Installation of Spray-on Encapsulation Materials: Install spray-on materials by a firm and personnel approved by the manufacturer of the primary materials.
   b. Testing: Test material to be encapsulated using methods set forth in ASTM E1494 "Standard Practice for Encapsulants Spray-or-Trowel-Applied for Friable Asbestos-Containing Building Materials."
   c. Performance Warranty: Submit written Performance Warranty, executed by the manufacturer and co-signed by the Contractor, agreeing to repair/replace spray-on work which has cracked, fallen from substrate, or otherwise deteriorated to a condition where it would not perform effectively for its intended purposes due substantially to defective materials or workmanship and not due to abuse by occupants, improper maintenance, non-foreseeable ambient exposures or other causes beyond anticipated conditions and manufacturer's/contractor's control.
   d. Compatibility: Selection and use of encapsulant shall be compatible with replacement materials. Submit manufacturer's data indicating compatibility with replacement materials.
7. Product Selection
   a. Encapsulants: Provide penetrating or bridging type encapsulants specifically designed for application to asbestos-containing material.
   b. Standards: Product shall be rated as acceptable for use intended when field tested in accordance with ASTM E1494 "Standard Practice for Encapsulants Spray-or-Trowel-Applied for Friable Asbestos-Containing Building Materials."
   c. Fire Safety: Use only materials that have a flame spread index of less than 25, when dry, when tested in accordance with ASTM E84.
8. Manufacturers
   a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products, which may be incorporated in the work, include, but are not limited to the following:
      1) Penetrating Encapsulants: As currently accepted by the EPA. Refer to most recent EPA approval list.
      2) Bridging Encapsulants: As currently accepted by the EPA. Refer to most recent EPA approval list.
9. General
   a. Prior to applying any encapsulating material, ensure that application of the sealer will not cause the base material to fail and allow the sealed material to fall of its own weight or separate from the substrate. Should Contractor doubt the ability of the installation to support the sealant, request direction from the Owner's Representative before proceeding with the encapsulating work.

b. Do Not Commence Application of encapsulating materials until all removal work within the work area has been completed.

10. Worker Protection
    a. Before beginning work with any material for which a Material Safety Data Sheet has been submitted, provide workers with the required protective equipment. Require that appropriate protective equipment be used at all times.
    b. In addition to protective breathing equipment required by OSHA requirements or by this specification, use painting pre-filters on respirators to protect the dust filters when organic solvent based encapsulants are used.
11. Substrate
    a. Apply lock down encapsulant to all substrate after all asbestos-containing materials have been removed. Apply in strict accordance with the manufacturer's printed instructions for use of the encapsulation as an asbestos coating. Any deviations from such printed instructions shall be approved by the Owner's Representative in writing prior to commencing work.
    b. Apply encapsulant with an airless spray gun with air pressure and nozzle orifice as recommended by the encapsulant manufacturer.

T. Removal Of Floor Tile
1. This section applies to the removal of floor tile.
    a. Prior to start of work, wet wipe all surfaces including floor tile to remove any visible dust.
    b. Isolate the room by sealing hallway or doors and installing critical barriers on all ducting, windows and other penetrations of the room, in the specified area. Install a splash guard a minimum of 4 feet high on the walls of the room with one layer of 6-mil fire retardant poly.
    c. Install a two-stage decontamination configuration contiguous (under certain conditions may be remote) with the work in accordance with Paragraph “Decontamination Units.”
    d. Using water or amended water in a Hudson-type sprayer or garden sprayer, lightly mist the area where the material is to be removed. This may take several passes with the hose of the sprayer. Allow time for the water to soak into the material.
    e. Immediately place individual tiles in proper asbestos disposal bags. Vacuum collapse the bag, twist the neck of the bag, tape with duct tape, fold the twisted portion over onto itself and tape again. Wipe the outside of the bag with clean damp cloths and place the bag into a second prelabeled disposal bag. Tape shut the second bag.

U. Removal Of Fireproofing
1. The work of this section applies to the removal of all asbestos containing fireproofing including all over-spray that may be located on concrete block, columns, metal deck, beams, fixtures conduit and ducting.
    a. Isolate the floor per Paragraph “Temporary Enclosure.”
    b. Construct a decontamination unit as described in Paragraph “Decontamination Units” and attach to the work area.
    c. Set up pressure differential isolation and ventilation of the work area in accordance to Paragraph “Temporary Pressure Differential and Air Circulation System.”
    d. Upon approval of the enclosure by the Owner's Representative, contractor may proceed to remove the material using the following method.
    e. Pre-clean columns, beams, electrical, mechanical and plumbing systems in the work area using wet wipe and HEPA vacuuming methods. Mask off with flame retardant polyethylene sheeting to protect from contamination during bulk abatement.
    f. Thoroughly wet to satisfaction of Owner's Representative, asbestos-containing fireproofing to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet the substrate without causing excess dripping. Allow time for removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition.

If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions.

g. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels using commercially available "foggers."

h. Remove saturated asbestos-containing material in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside and move to wash down station adjacent to material decontamination unit.

i. Evacuate air from disposal bags with a HEPA filtered vacuum cleaner before sealing.

j. Provide Pressure Differential Machine in addition to those required in Paragraph “Pressure Differential System,” in the vicinity of the work. Arrange so that exhaust is into the work area, oriented in a direction away from the work. Extend a 12" diameter flexible non-collapsing duct from the intake end to a point no more than 4'-0" from any scraping or brushing activity.

k. Locate intake of duct so that air flow is horizontally and slightly down-ward into intake. Replace primary filter on pressure differential machine at an interval of no greater that 30 minutes. Allow no more than one scraping or brushing activity per pressure differential machine.

V. Removal Of Wall Plaster: HEPA vacuum work site.

1. Place two layers of 6-mil flame retardant polyethylene sheeting on the floor adjacent to the wall to be demolished. Pull the wall down in manageable sections onto the polyethylene sheeting. Control dust and fiber release by misting the air and lightly wetting the material with amended water from a Hudson-type sprayer or garden sprayer as it is demolished.
2. Wrap the first layer of polyethylene sheeting around the material and seal with duct tape. Wrap the second layer of polyethylene sheeting around the bundle and seal with duct tape.
3. Label and dispose of the entire bundle.
4. Provide Pressure Differential Machine in addition to those required in Paragraph “Pressure Differential System,” in the vicinity of the work. Arrange so that exhaust is unto the work area, oriented in a direction away from the work. Extend a 12-inch diameter flexible non-collapsing duct from the intake end to a point no more than 4'-0" from any scraping or brushing activity.
5. Locate intake of duct so that air flow is horizontally and slightly down-ward into intake. Replace primary filter on negative air machine at an interval of no greater that 30 minutes.

W. Clean-Up Of Asbestos-Containing Debris On Ceiling Tile Or Solid Ceiling

1. This section applies to the decontamination of the entire plaster ceiling, removal of existing fiberglass on duct work and removal of all batt insulation covering the existing plaster ceiling.
   a. Isolate the floor per Paragraph "Temporary Facilities."
   b. Construct a decontamination unit as described in Paragraph "Decontamination Units" and attach to the work area. General Contractor will give direction regarding exact location of decontamination unit(s).
   c. Set up pressure differential isolation and ventilation of the work area in accordance to Paragraph "Temporary Pressure Differential and Air Circulation System."
   d. Upon approval of the enclosure by the Owner's Representative, contractor may proceed to remove the material using the following method:
2. These procedures shall be followed to for clean up of asbestos-containing debris on existing plaster ceiling:
   a. This work will be performed prior to the removal of fireproofing. The isolation of the work area is considered essential to the pre-cleaning activities for the total area. Isolate the area in accordance with Paragraph “Temporary Facilities.”
   b. Remove asbestos-containing debris and fiberglass batt and duct insulation and decontaminate the area using the following procedures:

1) Remove all small debris with the HEPA vacuum.
2) Gently mist all fiberglass insulation, remove from ducts and ceiling and place into pre-labeled hazardous disposal bags and dispose of in accordance with Paragraph "Disposal of Asbestos Containing Waste Material."
3) Exposure of ducting will expose all fireproofing overspray, this material may be removed during the removal of fireproofing from decks and beams.
4) Pick up all large visible debris on the ceiling or any horizontal surfaces and place in the bottom of a 6-mil polyethylene disposal bag conforming to the requirements of Paragraph "Disposal of Asbestos-Containing Waste." Place pieces in the bag without dropping and avoiding unnecessary disturbance and release of material.
5) HEPA vacuum the entire plaster ceiling surface.

c. Upon completion of the decontamination of the area request a visual inspection of the ceiling and other horizontal surfaces. This area will be considered a portion of work area for the duration of the work and will be included in the final encapsulation of the area.

X. Removal Of Adhesive: This section applies to the removal of all asbestos-containing floor tile and adhesive, sheet vinyl flooring, vinyl floor tile, and baseboard adhesive, etc.

1. Ensure that workers are equipped with proper respiratory protection. In addition to the HEPA cartridges, respirators must also be equipped with organic solvent cartridges.
2. Provide HEPA filtered fan units in the vicinity of the work. Arrange so that units exhaust outside the building. Replace primary filters on HEPA filtered fan units at an interval of no greater than 30 minutes.
3. Apply adhesive removal solvent as recommended by manufacturer after removal of floor tile has been completed.
4. Provide tile adhesive (mastic) remover that meets the following criteria:
   a. Flash Point: 122E or greater.
   b. Special Precautions: No heavy smoke generated if ignited.
   c. Health Effects: Limited to mild skin rash or eye irritation.
   d. Respiratory Protection: MSHA - NIOSH approved Organic vapor cartridges in conjunction with standard HEPA filters.
   e. Petroleum Distillates: None.
   f. Odor: Pine, Citrus or none.

Use of diesel fuel in the removal of tile and baseboard adhesive is strictly prohibited.

5. Remove adhesive in small sections from all areas. Do not allow material to dry out. As adhesive is removed, simultaneously pack rags contaminated with adhesive material into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape. Clean outside of bag and move to material decontamination unit.
6. Upon completion of adhesive removal, thoroughly clean bare substrate of all solvent residue.
7. Place adhesive residue in proper asbestos disposal bags. Vacuum collapse the bag, twist the neck of the bag, tape with duct tape, fold the twisted portion over onto itself and tape again. Wipe the outside of the bag with clean damp cloths and place bag into second prelabeled disposal bag. Tape shut the second bag.

CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

PROJECT NAME: _____

PROJECT ADDRESS: _____

CONTRACTOR: _____

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER IF YOU SMOKE AND INHALE ASBESTOS FIBERS, THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract with the Owner for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you. By signing this certification you are assuring the Owner that your employer has met these obligations to you.

RESPIRATORY PROTECTION: I have been trained in the proper use of respirators, and informed ofthe type respirator to be used on the above referenced project. I have a copy of the written respiratory protection manual issued by my employers. I have been equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: I have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. The topics covered in the course included the following:

- Physical characteristics of asbestos
- Health hazards associated with asbestos
- Respiratory protection
- Use of protective equipment
- Pressure differential systems
- Work practices including hands-on or on-the-job training
- Personal decontamination procedures
- Air monitoring, personal and area

MEDICAL EXAMINATION: I have had a medical examination within the last 12 months which was paid for by my employer. This examination included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

Signature_____ Witness _____

Printed Name_____ Social Security Number _____

CERTIFICATION OF VISUAL INSPECTION

AREA _____

In accordance with Paragraph "Project Decontamination" the Contractor hereby certifies that he has visually inspected the work area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, Decontamination Unit, sheet plastic, etc.) and has found no dust, debris or residue.

By: _____

Signature_____Date _____

Print Name _____

Print Title _____

OWNER'S REPRESENTATIVE CERTIFICATION

The Owner's Representative hereby certifies that he has accompanied the Contractor on his visual inspection and verifies that this inspection has been thorough and to the best of his knowledge and belief, the Contractor's certification above is a true and honest one.

Signature_____Date _____

Print Name _____

Print Title _____

RESPIRATORY PROTECTION PROGRAM

Project Name _____

Location _____

Date _____

Based upon airborne asbestos-fiber counts encountered on previous projects of similar type working on materials similar to those found on the above referenced project. The following level of respiratory protection is proposed for the indicated operations to maintain an Airborne Fiber Count (as measured by the NIOSH 7400 Method) below the specified Permissible Exposure Limit (PEL) inside the respirator face piece.

Operation	Anticipated f/cc	Respiratory Protection	Protection Factor	f/cc in Mask
Installing sheet plastic				
Removing trim in contact with asbestos-containing material				
Removal of architectural finish or fireproofing				
Removal of pipe insulation				
Removal of fitting insulation				
Encapsulation of pipe and boiler insulation				
Gross debris removal				
Cleaning "primary" sheet plastic				
Cleaning "critical" barrier				
Removing Decontamination Unit				
Other				

The Contractor certifies that to the best of his knowledge and belief the above represent a true and accurate representation of Airborne Fiber Counts to be expected for the operations indicated, and are based upon airborne fiber data from past projects with similar materials and operations.

Contractor _____

Signature _____ Date _____

Print Name _____ Title _____

END OF SECTION 02 82 00 00

SECTION 03 38 50 00 - FIBER REINFORCED EPOXY COMPOSITE MATERIAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Provide all labor, materials, equipment and services required to complete all work required for the proper application of the composite system.

B. Related Sections:
1. Pertinent Sections of Division 01 specifying Quality Control and Testing Laboratory services.
2. Pertinent Sections of other Divisions specifying site concrete: Formwork for site concrete.
3. Pertinent Sections of other Divisions specifying work to be embedded in concrete.
4. Pertinent Sections of other Divisions specifying work penetrating concrete.
5. Pertinent sections of other Divisions specifying roofing finishes and sealants applied to concrete substrates.

1.2REFERENCES

1.3SUBMITTALS

A. Submit in accordance with pertinent sections of Division 01 specifying submittal procedures. The General Contractor shall review and approve shop drawings prior to submittal to the Architect/Engineer. Submittals that do not meet these requirements will be returned for correction without review. Submit for review prior to fabrication.

B. Limitation of Review: Structural Engineer's review will be for general conformance with design intent as indicated in the Contract Documents and does not relieve Contractor of full responsibility for conformance with the Contract Documents.

C. Product Data: Submit manufacturers' product data, specifications and recommended application procedures showing compliance with the project requirements, including:

1. 10,000 hour system environmental durability testing (such as that performed by The Aerospace Corporation)
2. Large scale structural test results of the proposed composite material on representative test specimens, conducted and reported by an independent testing facility
3. Certification from the system manufacturer of the material and section properties for the supplied material
4. An approved ICC Evaluation Report number in the name of the proposed system and the system’s manufacturer.
5. Written verification from the system manufacturer that the applicators have received the required certifications and training.

D. Shop Drawings: Complete shop drawings shall be submitted for each installation of the composite system. The shop drawings shall contain details of the number and thickness of layers, joint and end details and locations to be applied as per part 3 of this specification.

E. System manufacturer's Quality Control Manual in compliance with ICC AC10, "Acceptance Criteria for Quality Control Manuals."

F. Manufacturer's Installation Instructions: Indicate installation procedures and interface required with adjacent construction.

G. Design calculations for the composite system shall be submitted for approval by the engineer of record, and shall be stamped by a civil engineer, registered in the state of California. Calculations shall conform to requirements set forth in the ICBO ES Acceptance Criteria (AC125) and be based on the design modulus and area of the composite to be installed. The cured composite system shall be designed according to the manufacturer's published data and materials certifications. Design values must be within one standard deviation of the calculated mean determined from the test results received from the ASTM D3039 test specimens (see section 3.06.C of this specification).

H. A list of a minimum one hundred (100) completed composite strengthening projects completed with the manufacturer's composite system. The list should include at a minimum, the dates of work, type, description and amount of work performed.

I. A list of a minimum of ten (10) completed composite strengthening projects performed by the certified applicator. The list should include at a minimum, the dates of work, type, description and amount of work performed, and the name and telephone number of a contact person at the agency or company for which the work was completed. In addition, provide the names of the applicator's key personnel (superintendent and assistant) who will perform the actual work. The superintendent and assistant shall have a minimum experience of 1 year involved in directing projects such as this.

J. The engineer of record shall have the right to approve or reject the personnel qualifications as submitted. The engineer may suspend the work if the contractor substitutes unauthorized personnel for authorized personnel during construction.

K. Project Record Documents: Accurately record actual locations of components that will be concealed from view upon completion of concrete work.

1.4QUALITY ASSURANCE

A. Perform work of this section in accordance with Manufacturer and ACI.

B. Concrete construction verification and inspection to conform to CBC 1704.4.

C. Composite system shall be installed by a contractor certified by the manufacturer by means of written verification. Certified applicator shall have a minimum of two years experience in performing composite retrofits with wet lay-up systems.

D. Services by the Independent Testing Agency (includes "Special" Inspections) as specified in this Section and as follows:

1. Perform tests and inspections specified below in articles SOURCE QUALITY CONTROL and FIELD QUALITY CONTROL. Duties and limitations of Independent Testing Agency, test costs and reports to be in conformance with pertinent Sections of Division 01.

E. Contractor shall bear the entire cost of remediation, removal, and/or replacement of composite determined defective or non-conforming, including Architect/Engineer fees for redesign.

1.5 PERFORMANCE

A. Design the composite system, per ICC ESR 2103 design criteria, to achieve the structural performance shown on the structural drawings. See section 1.3G above.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver epoxy materials in factory-sealed containers with the manufacturer's labels intact and legible with verification of date of manufacture and shelf life.

B. Store materials in a protected area at a temperature between 35°F and 100°F.

C. Products shall be stored according to the manufacturer's requirements and shall avoid contact with moisture.

1.7 SCHEDULING AND SEQUENCING

A. Organize the work and employ shop and field crew(s) of sufficient size to minimize inspections by the Testing Agency.

B. Provide schedule and sequence information to Testing Agency in writing upon request. Update information as work progresses.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

A. Fyfe Co. LLC, 8380 Miralani Drive, San Diego, CA 92126. Tel: (858) 642-0694, Fax: (858) 642-0947. email: info@fyfeco.com

B. Engineer-of-record approved equal that satisfies all of the requirements of Section 1.04. The proposed alternate composite system must be approved in an addendum to these specifications by the engineer of record two-weeks prior to the project bid date.

2.2 MATERIALS

A. Approved TYFO® Fibrwrap® System to be supplied by Fyfe Company, 8380 Miralani Drive, San Diego, CA 92126. Tel: (858) 642-0694, Fax: (858) 642-0947. Products include:

1. SCH-41 Composite fabric: Primary glass fiber, Unidirectional.
   BC Composite fabric: Primary glass fiber, Bi-Directional.

2. Epoxy saturant: System compatible epoxy matrix.
3. Primer/Filler: Thickened epoxy for protective seal coat and filling voids.
4. Finish Paint: Paint formulation and color to be determined by the architect. Alternate finishes must be approved by the system manufacturer.
5. The cured composite system shall be designed according to the manufacturer's published data and materials certifications. Design values must be within one standard deviation of the calculated mean determined from the test results received from the ASTM D3039 test specimens (see section 3.06.C of this specification).

B. Provide other materials as needed for the proper installation of the complete composite system as selected by the contractor in conformance with these specifications.

PART 3 - EXECUTION

3.1 APPLICATOR EXPERIENCE

A. The work described under this specification shall be performed by an applicator with proven past experience utilizing the manufacturer's system. The applicator company shall be certified by the manufacturer through written verification and shall provide a quality control procedure in compliance with the manufacturer's installation requirements.

3.2 SURFACE PREPARATION

A. The surface to receive composite shall be free from fins, sharp edges and protrusions that will cause voids behind the installed casing or that, in the opinion of the Engineer, will damage the fibers. Existing uneven surfaces to receive composite shall be filled with epoxy filler or other material approved by the Engineer. Filling of large voids in surfaces to receive composite shall be paid for as an extra to the contract work of installing the composite system (small pinholes or micro-bubbles in the concrete surface or resin, do not require special detailing). The contact surfaces shall have no free moisture on them at the time of application. If moisture cannot be avoided, use the manufacturer suggested wet prime epoxy.

B. Round off sharp and chamfered corners to a radius of 1-inch (±0.25") means of grinding or forming with the system's thickened epoxy. Variations in the radius along the vertical edge shall not exceed 1/2" for every 12" of column height.

C. Concrete surfaces shall be prepared for bonding by means of abrasive blasting or grinding to achieve 1/16" minimum amplitude. All contact surfaces shall then be cleaned by hand or compressed air. One prime coat of the manufacturer's epoxy shall be applied and allowed to cure for a minimum of one hour. Prior to the application of the saturated composite fabric, fill any uneven surfaces/grout lines with the manufacturer's thickened epoxy.

3.3PROCEDURES FOR APPLICATION

A. Preparation work for project: Visit site to insure that all patch work is complete and cured. Review project specifications in detail.

B. Verify ambient and concrete temperatures. No work shall proceed if the temperature of the concrete surface being repaired is less than 35 degrees Fahrenheit or greater than 100

degrees Fahrenheit. The temperature of the epoxy components shall be between 35 and 100°F at the time of mixing or as specified on the component labels. When air temperature is outside the prescribed range, other measures must be employed to ensure components' temperature is maintained within this range.

C. Prepare the epoxy matrix by combining components at a weight ratio specified on the manufacturer's labeled units, with an allowable tolerance of 10%. The components of epoxy resin shall be mixed with a mechanical mixer until uniformly mixed, typically 5 minutes at 400-600 rpm. Components that have exceeded their shelf life (as designated on the material label) shall not be used.

D. Saturation of the fabric shall be performed and monitored according to manufacturer's specified fiber-resin ration. Fabric shall be saturated by hand, as the material is being installed. Saturation shall be supervised and checked by the properly trained representative of the installer.

E. Both the epoxy resin and fabric shall be measured accurately, combined, and deposited uniformly at the rates shown on the approved working drawings and per manufacturer's recommendations. The composite system shall be comprised of fibers completely saturated with epoxy resin per proper ratio.

F. Quality control procedures: Record batch numbers for fabric and epoxy used each day, and note locations of installation. Measure square footage of fabric and volume of epoxy used each day. Label test specimens from each day's production and submit ASTM 3039 test results, as they are made available. Complete report and submit to City/County and system manufacturer.

G. Fabric sampling procedure (12" x 12" or as required): From a standard epoxy mix saturate fabric according to specified fiber-resin ratio. On a smooth, flat, level surface covered with polyethylene sheeting, or 16 mil plastic film, prime with epoxy resin, then prepare sample by placing two layers of saturated fabric oriented in the same direction. Apply additional topping of epoxy. Cover with plastic film and squeegee out all bubbles. Samples shall be stored in a sample box and not moved for a minimum 48 hours after casting. The prepared, identified samples shall be given to a pre-approved testing laboratory. Laboratory shall precondition samples for 48 hours at 140 degree F before testing (see section 3.07B for testing requirements).

H. Installation Procedures:
   1. Prepare surface as required, including all concrete repair work.
   2. Remove dust and debris as per specifications.
   3. Clean up and protect area adjacent to element.
   4. Using a roller or trowel, apply one prime coat of epoxy resin to the concrete surface (2 mil. min.). Allow primer to become tacky to the touch.
   5. Apply thickened epoxy to concrete surface.
   6. Apply fabric to concrete surface by hand lay-up, using methods that produce a uniform, constant tensile force that is distributed across the entire width of fabric. The system may be placed entirely by hand methods assuring a uniform, even final

appearance. A lap length of at least 6 inches is required at all necessary over-laps in the reinforcing fabric.

7. Apply epoxy saturant with rollers to ensure full saturation of reinforcing fabric.
8. Apply subsequent layers, continuously or spliced, until designed number of layers is achieved, per project drawings.
9. Using a roller or hand pressure, insure proper orientation of fibers, release or roll out entrapped air, and ensure that each individual layer is firmly bedded and adhered to the preceding layer or substrate.
10. Apply a final coat of thickened epoxy. Detail all fabric edges, including butt splice, termination points, and jacket edges, with epoxy.
11. Finish: Refer to architectural specification for final finish. Use system as directed by manufacturer. Apply finish as specified between 24 and 72 hours after final application of epoxy. If after 72 hours the epoxy is cured, the surface must be roughened by sanding or brush blasting
12. System may incorporate structural fasteners but limitations and detailing must be verified with composite system manufacturer.

I. Curing of composite system

1. Epoxy curing temperatures shall be maintained in the temperature range designated for the formulation used. Temperature cure ranges and times to be determined by manufacturer. The composite system shall be protected from contact by moisture for a period of a minimum of 24 hours.

3.4 PROCEDURE MODIFICATIONS

A. Installation procedures may be modified to achieve maximum results, subject to approval by the engineer of record. Procedure modifications shall be approved prior to implementing the modifications.

3.5 FIELD QUALITY CONTROL

A. Installation Contractor:
1. Record batch numbers for fabric and epoxy used each day, and note locations of installation. Measure square footage of fabric and volume of epoxy used each day. Complete report and submit to City/County and system manufacturer.
2. Monitor the mixing of all epoxy components for proper ratio and adherence to manufacturer's recommendations.

B. Testing and Inspections by Independent Testing Agency: Provided verification and inspection of concrete per CBC Table 1704.4. Provide written reports to Engineer, Architect, Contractor and Building Official for the following tests and inspections:
1. Observe all aspects of preparation, mixing, and application of materials, including the following:
   a. Material container labels
   b. Surface Preparation
   c. Mixing of epoxy
   d. Application of epoxy to the fiber
   e. Application of composite system
   f. Curing of composite material

g. Preparation of test specimens

2. Periodically inspect the composite casing during and immediately following application of the composite.
3. Periodically monitor the mixing of all epoxy components for proper ratio and adherence to manufacturer's recommendations.
4. SAMPLING AND TESTING--Record lot number of fabric and resin used, and location of installation. A "sample batch" shall consist of two 12 inch by 12 inch "samples" of cured composite. A minimum of two "sample batches" shall be made daily. The two "sample batches" will be taken at appropriate times during the day so as to ensure the maximum material deviance in the components of the composite. Testing laboratory shall pre-condition samples at 140 degrees Fahrenheit for 48 hours before testing. "Samples" shall be tested, at random, at owner's discretion and cost.
5. Tested samples shall be tested per ASTM D3039. The 12" x 12" panel shall have 5 coupons, ¾" x 9", removed and tested for their material properties in the longitudinal (primary fiber) direction. Test laboratories shall confirm with the manufacturer that they are testing in the correct direction. Tests shall conform to ASTM procedures and manufacturer's published testing methods. Only pre-qualified testing laboratories shall be used.
6. Testing results shall be made available within 3 weeks of sample submission. The testing shall provide average values of the following:
   a. Ultimate tensile strength
   b. Tensile modulus
   c. Percent elongation
7. 15% of all "sample batches" shall be tested. If one 12" x 12" "sample" fails (on average), specimens from the same "sample" will be tested. If these specimens also fail (on average), the other 12" x 12" from the same "sample batch" will be tested. In the extreme case that this sample also fails, the remaining sample batch for that day will be tested and appropriate remedial measures, per section 3.07-E, taken to ensure integrity of the system from the failed "sample batch". In addition, 25% of the remaining sample batches will then be tested by the same criteria.
8. Direct tension adhesion testing shall be conducted using the method described by ASTM D7522 and/or ASTM D4541. A minimum of one such test shall be performed for each 1,000 ft^2 (45m^2) of surface area to be covered by the FRP application. Pull-off tests shall be performed on a representative adjacent area to the area being strengthened whenever possible. Tests shall be performed on each type of substrate or for each surface preparation technique used.
9. The epoxy bonded to the prepared surface shall be allowed to cure as per manufacturer's requirements before execution of the direct tension pull-off test. The locations of the pull-off tests shall be representative and on flat surfaces.
10. The minimum acceptable value for any pull-off test is 175 psi. The average of the tests shall not be less than 200 psi. Additional tests may be performed to qualify the work at each identified area. Each pull-off test is to exhibit a failure mode in the substrate and not the epoxy-to-substrate bond plane

3.6 DEFECTIVE WORK

A. All defects (including bubbles, delamination's, and fabric tears) spanning more than 5% of the surface area, or as specified by the manufacturer or SEOR shall be repaired. Two types of repairs shall be performed;
   1. Isolated small defects 3" diameter maximum shall be injected or back filled with epoxy.
   2. Large defects shall be repaired as required by the SEOR.

B. Remedial Measures:
   1. In the event that material testing, per section 3.07-C, determines a "sample batch" to possess insufficient material properties, remedial measures shall be taken.
   2. Any structural member where the installed composite system has material properties determined to be below the minimum specified values, additional layers shall installed until the final composite thickness is increased by the same percentage as the deficiency of the material's elastic modulus.

3.7 CLEAN UP

A. Remove all surplus material, equipment and debris from the site on completion of the work. Leave the site clean.

END OF SECTION

SECTION 06 05 23 00b - MISCELLANEOUS CARPENTRY

1.1 GENERAL

A. Description Of Work:
1. This specification covers the furnishing and installation of materials for miscellaneous carpentry. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary
1. This Section includes the following:
a. Rooftop equipment bases and support curbs.
b. Wood blocking, cants, and nailers.
c. Wood sleepers.

C. Definitions
1. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.
2. Lumber grading agencies, and the abbreviations used to reference them, include the following:
a. NeLMA: Northeastern Lumber Manufacturers' Association.
b. NHLA: National Hardwood Lumber Association.
c. NLGA: National Lumber Grades Authority.
d. SPIB: The Southern Pine Inspection Bureau.
e. WCLIB: West Coast Lumber Inspection Bureau.
f. WWPA: Western Wood Products Association.

D. Submittals
1. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
a. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
b. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
c. For fire-retardant treatments specified to be High-Temperature (HT) type include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
d. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
e. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
2. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
a. Preservative-treated wood.
b. Fire-retardant-treated wood.
c. Power-driven fasteners.
d. Powder-actuated fasteners.
e. Expansion anchors.
f. Metal framing anchors.

E. Quality Assurance
   1. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship":
      a. Dimension lumber framing.
      b. Miscellaneous lumber.

F. Delivery, Storage, And Handling
   1. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

1.2 PRODUCTS

A. Wood Products, General
   1. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
      a. Factory mark each piece of lumber with grade stamp of grading agency.
      b. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
      c. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
      d. Provide dressed lumber, S4S, unless otherwise indicated.

B. Wood-Preservative-Treated Materials
   1. Preservative Treatment by Pressure Process: AWPA C2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).
      a. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
      b. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
   2. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
   3. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
      a. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece or omit marking and provide certificates of treatment compliance issued by inspection agency.
   4. Application: Treat all miscellaneous carpentry, unless otherwise indicated or items indicated on Drawings, and the following:
      a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
      b. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.

C. Fire-Retardant-Treated Materials
   1. General: Comply with performance requirements in AWPA C20 (lumber) and AWPA C27 (plywood).
      a. Use treatment that does not promote corrosion of metal fasteners.
      b. Use Exterior type for exterior locations and where indicated.
   2. Application: Treat all miscellaneous carpentry, unless otherwise indicated or items indicated on Drawings, and the following:
      a. Framing for raised platforms.
      b. Concealed blocking.
      c. Roof construction.

D. Dimension Lumber Framing
   1. Maximum Moisture Content: 19 percent for 2-inch nominal (38- mm actual) thickness or less, 19 percent for more than 2-inch nominal (38-mm actual) thickness.
   2. Non-Load-Bearing Interior Partitions: C
   3. Douglas Fir No. 2 and better grade.
   4. Other Framing: Douglas Fir No. 2 and better grade.
      a. Douglas fir-south; WWPA.
      b. Douglas fir-larch (north); NLGA.

E. Miscellaneous Lumber
   1. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
      a. Blocking.
      b. Nailers.
      c. Rooftop equipment bases and support curbs.
      d. Cants.

   2. For items of dimension lumber size, provide No. 2 and better Pressure Treated Douglas Fir.
   3. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
   4. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

F. Fasteners
   1. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
   2. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
   3. Nails, Brads, and Staples: ASTM F1667.
   4. Power-Driven Fasteners: NES NER-272.
   5. Wood Screws: ASME B18.6.1.
   6. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
   7. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
   8. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
   9. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
      a. Material:
         1) Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn5.

G. Metal Framing Anchors
1. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.
a. Use for interior locations where stainless steel is not indicated.
b. Stainless-Steel Sheet: ASTM A 666, Type 304.
c. Use for exterior locations and where indicated.

H. Miscellaneous Materials
1. Adhesives for Gluing Furring and Sleepers to Concrete or Masonry: Formulation complying with ASTM D 3498 that is approved for use indicated by adhesive manufacturer.
a. Use adhesives that have a VOC content of 70 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

1.3 EXECUTION

A. Installation, General
1. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
2. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
3. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
4. Do not splice structural members between supports, unless otherwise indicated.

5. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
a. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches (2438 mm) o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
b. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches (2438 mm) o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal- (38-mm actual-) thickness.
c. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. (9.3 sq. m) and to solidly fill space below partitions.
d. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet (6 m) o.c.
6. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
7. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
a. Use inorganic boron for items that are continuously protected from liquid water.
b. Use copper naphthenate for items not continuously protected from liquid water.
8. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
a. NES NER-272 for power-driven fasteners.
b. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
c. Table 23-II-B-1, "Nailing Schedule," and Table 23-II-B-2, "Wood Structural Panel Roof Sheathing Nailing Schedule," in ICBO's Uniform Building Code.
d. Table 2305.2, "Fastening Schedule," in BOCA's BOCA National Building Code.
e. Table 2306.1, "Fastening Schedule," in SBCCI's Standard Building Code.
f. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2),

"Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

g. Table 602.3(1), "Fastener Schedule for Structural Members," and Table 602.3(2), "Alternate Attachments," in ICC's International One- and Two-Family Dwelling Code.

9. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.

B. Wood Ground, Sleeper, Blocking, and Nailer Installation

1. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
2. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.
3. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

C. Protection

1. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 06 05 23 00b

SECTION 07 05 13 00d - MEMBRANE REROOFING PREPARATION

1.1 GENERAL

A. Description Of Work:
1. This specification covers the furnishing and installation of materials for preparation for re-roofing. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary
1. Section Includes:
a. Roof tear-off.
b. Temporary roofing membrane.
c. Removal of base flashings.

C. Materials Ownership
1. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

D. Definitions
1. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
2. Existing Membrane Roofing System: Built-up asphalt, Built-up coal-tar, EPDM, CSPE, PVC, TPO, APP-modified bituminous, or SBS-modified bituminous roofing membrane, roof insulation, surfacing, and components and accessories between deck and roofing membrane.
3. Roof Re-Cover Preparation: Existing roofing membrane that is to remain and be prepared for reuse.
4. Roof Tear-Off: Removal of existing membrane roofing system from deck.
5. Partial Roof Tear-Off: Removal of a portion of existing membrane roofing system from deck or removal of selected components and accessories from existing membrane roofing system.
6. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
7. Existing to Remain: Existing items of construction that are not indicated to be removed.

E. Submittals
1. Product Data: For each type of product indicated.
2. Temporary Roofing if required by owner: Include Product Data and description of temporary roofing system. If temporary roof will remain in place, submit surface preparation requirements needed to receive permanent roof, and submit a letter from roofing membrane manufacturer stating acceptance of the temporary membrane and that its inclusion will not adversely affect the roofing system's resistance to fire and wind or its FM Global rating.
3. Fastener pull-out test report.
4. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.
5. Landfill Records: Indicate receipt and acceptance of hazardous wastes, such as asbestos-containing material, by a landfill facility licensed to accept hazardous wastes.
6. Qualification Data: For Installer including certificate that Installer is licensed to perform asbestos abatement and is approved by warrantor of existing roofing system.

F. Quality Assurance
1. Installer Qualifications: Installer of new membrane roofing system, licensed to perform asbestos abatement in the State or jurisdiction where Project is located and approved by warrantor of existing roofing system to work on existing roofing.
2. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.
3. Reroofing Conference: Conduct conference at Project site.

G. Project Conditions
1. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
   a. Coordinate work activities daily with Owner so Owner can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area.
   b. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated before proceeding with work over the impaired deck area.
2. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
3. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
4. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.
   a. A roof moisture survey of existing membrane roofing system is available for Contractor's reference.
   b. The results of an analysis of test cores from existing membrane roofing system are available for Contractor's reference.
   c. Construction Drawings and Project Manual for existing roofing system are provided for Contractor's reference. Contractor is responsible for conclusions derived from existing documents.
5. Limit construction loads on roof, as directed by the Owner. Rooftop equipment wheel loads and for uniformly distributed loads.
6. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
7. Hazardous Materials: Present in building to be reroofed. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
   a. Hazardous material remediation is specified elsewhere in the Contract Documents.
   b. Do not disturb hazardous materials or items suspected of containing hazardous materials except according to procedures specified elsewhere in the Contract Documents.
   c. Coordinate with hazardous material remediation subcontractor to prevent water from entering existing roofing system or building.

H. Warranty
1. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during reroofing, by methods and with materials so as not to void existing roofing system warranty. Notify warrantor before proceeding.
   a. Notify warrantor of existing roofing system on completion of reroofing, and obtain documentation verifying that existing roofing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.2 PRODUCTS

A. Temporary Roofing Materials
1. Temporary roofing materials shall be considered if project schedule and weather conditions require that this scope of work be considered. See Section 07 54 23 00- Thermoplastic Polyolefin (TPO) Roofing for temporary roofing membrane.

B. Auxiliary Reroofing Materials
1. General: Auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new membrane roofing system.
2. Metal Flashing Sheet: Metal flashing sheet is specified in Division 07 Section "Sheet Metal Flashing And Trim".

1.3 EXECUTION

A. Preparation
1. Protect existing membrane roofing system that is indicated not to be reroofed.
   a. Loosely lay 1-inch- (25-mm-) minimum thick, molded expanded polystyrene (MEPS) insulation over the roofing membrane in areas indicated. Loosely lay 15/32-inch (12-mm) plywood or OSB panels over MEPS. Extend MEPS past edges of plywood or OSB panels a minimum of 1 inch (25 mm).
   b. Limit traffic and material storage to areas of existing roofing membrane that have been protected.
   c. Maintain temporary protection and leave in place until replacement roofing has been completed. Remove temporary protection on completion of reroofing.
2. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
3. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
4. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
   a. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.
5. Verify that rooftop utilities and service piping have been shut off before beginning the Work.

B. Roof Tear-Off
1. General: Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
2. Remove loose aggregate from aggregate-surfaced built-up bituminous roofing using a power broom.
3. Remove accessories from roofing membrane.
4. Remove protection mat and extruded-polystyrene insulation from protected roofing membrane.
   a. Discard extruded-polystyrene insulation that is wet and exceeds 8 lb/cu. ft. (128 kg/cu. m).
5. Roof Tear-Off as depicted on the Roof Demolition Plan: Remove existing roofing membrane and other membrane roofing system components down to the deck.
   a. See report identifying asbestos-containing material in the existing roofing assembly. Comply with Section 02 82 00 00- Removal of Friable Asbestos –Containing Materials.

b. Remove cover boards, roof insulation and substrate boards as required.
c. Bitumen and felts that are firmly bonded to concrete decks are permitted to remain if felts are dry. Remove un-adhered bitumen and felts and wet felts.
d. Remove excess asphalt from steel deck. A maximum of 15 lb/100 sq. ft. (0.72 kg/sq. m) of asphalt is permitted to remain on steel decks.
e. Remove fasteners from deck or cut fasteners off slightly above deck surface.

C. Deck Preparation
1. Inspect deck after tear-off of membrane roofing system.
2. Provide additional deck securement as indicated on Drawings. Prepare specific areas of the roof deck for structural reinforcement work under specification section 03 38 50 00- Fiber-Reinforced Epoxy Composite Material. Also see structural documentation. The structural engineer must have access to, review and approve the FRP epoxy material installation before any new roofing materials are installed. Do not conceal this scope of work without proper approvals.
3. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263 or by pouring 1 pint (0.5 L) of hot roofing asphalt on deck at start of each day's work and at start of each roof area or plane. Do not proceed with roofing work if moisture condenses under the plastic sheet or if asphalt test sample foams or can be easily and cleanly stripped after cooling.
4. If broken or loose fasteners that secure deck panels to one another or to structure are observed or if deck appears or feels inadequately attached, immediately notify the Owner. Do not proceed with installation until directed by the Owner.
5. If deck surface is not suitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify the Owner. Do not proceed with installation until directed by the Owner.

D. Infill Materials Installation
1. Immediately after removal of selected portions of existing membrane roofing system, and inspection and repair, if needed, of deck, fill in the tear-off areas to match existing membrane roofing system construction.

E. Temporary Roofing Membrane
1. Install approved temporary roofing membrane over area to be reroofed.
2. Prepare the temporary roof to receive new roofing membrane according to approved temporary roofing membrane proposal. Restore temporary roofing membrane to watertight condition. Obtain approval for temporary roof substrate from roofing membrane manufacturer and the Owner before installing new roof.

F. Existing Base Flashings
1. Remove existing base flashings around parapets, curbs, walls, and penetrations.
a. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.
2. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish.
3. Inspect parapet sheathing for deterioration and damage. If parapet sheathing has deteriorated, immediately notify the Owner.

G. Disposal
1. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
a. Storage or sale of demolished items or materials on-site is not permitted.
2. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 07 05 13 00d

SECTION 07 54 23 00 - THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

1.1 GENERAL

A. Description Of Work:
1. This specification covers the furnishing and installation of materials for thermoplastic polyolefin (TPO) roofing. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary
1. Section Includes:
a. Adhered TPO membrane roofing system.
b. Vapor retarder.
c. Roof insulation.

C. Definitions
1. TPO: Thermoplastic polyolefin.
2. Roofing Terminology: See ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

D. Performance Requirements
1. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
2. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience.
3. Roofing System Design: Provide membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE/SEI 7.
4. FM Approvals Listing: Provide membrane roofing, base flashings, and component materials that comply with requirements in FM Approvals 4450 and FM Approvals 4470 as part of a membrane roofing system, and that are listed in FM Approvals' "RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals markings.
a. Fire/Windstorm Classification: Class 1A-60
b. Hail Resistance: MH
5. Energy Performance (for roofs that must comply with California Energy Commission's CEC- Title 24, current version): Provide roofing system with initial solar reflectance not less than 0.70 and emissivity not less than 0.75 when tested according to CRRC-1.

E. Submittals
1. Product Data: For each type of product indicated.
2. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.

3. Samples: For each product included in the roofing system.
4. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
   a. Submit evidence of compliance with performance requirements.
5. Research/evaluation reports.
6. Field quality-control reports.
7. Maintenance data.
8. Warranties: Sample of special warranties.

F. Quality Assurance
1. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by membrane roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
2. Source Limitations: Obtain components for membrane roofing system from same manufacturer as membrane roofing or approved by membrane roofing manufacturer.
3. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
4. Fire-Resistance Ratings: Where indicated, provide fire-resistance-rated roof assemblies identical to those of assemblies tested for fire resistance per ASTM E 119 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
5. Preinstallation Roofing Conference: Conduct conference at Project Site.

G. Delivery, Storage, And Handling
1. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
2. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
   a. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
3. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
4. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

H. Project Conditions
1. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

I. Warranty

1. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within 15 years from date of Substantial Completion.

1.2 PRODUCTS

A. TPO Membrane Roofing

1. Fabric-Reinforced Thermoplastic Polyolefin Sheet: ASTM D 6878, internally fabric or scrim reinforced, uniform, flexible fabric backed TPO sheet.
   a. Thickness: 60 mils (1.5 mm), nominal.
   b. Exposed Face Color: White

B. Auxiliary Membrane Roofing Materials

1. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.
   a. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
   b. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
      1) Plastic Foam Adhesives: 50 g/L.
      2) Gypsum Board and Panel Adhesives: 50 g/L.
      3) Multipurpose Construction Adhesives: 70 g/L.
      4) Fiberglass Adhesives: 80 g/L.
      5) Contact Adhesive: 80 g/L.
      6) Other Adhesives: 250 g/L.
      7) Single-Ply Roof Membrane Sealants: 450 g/L.
      8) Nonmembrane Roof Sealants: 300 g/L.
      9) Sealant Primers for Nonporous Substrates: 250 g/L.
      10) Sealant Primers for Porous Substrates: 775 g/L.
2. Sheet Flashing: Manufacturer's standard unreinforced thermoplastic polyolefin sheet flashing, 55 mils (1.4 mm) thick, minimum, of same color as sheet membrane.
3. Bonding Adhesive: Manufacturer's standard, water based.
4. Slip Sheet: Manufacturer's standard, of thickness required for application.
5. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
6. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch thick (25 mm wide by 1.3 mm thick), prepunched.
7. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer.
8. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

C. Vapor Barrier

1. Polyethylene Film: ASTM E 2178 and D 1970; self-adhered, cold applied sheet underlayment/ membrane.
   a. SBS modified bitumen adhesive, factory laminated to a tri-laminate woven, high density polyethylene top surface. Polymeric release liner protects the adhesive.
   b. Thickness: 30 mils thick, SBS modified bitumen adhesive, factory laminated to a tri-laminate woven, high density polyethylene top surface.
   c. Water Vapor Permeance, Max.: 0.017 per ms (0.92 Ng/ Pa•s•m^2)
   d. Must be capable of acting as a temporary roof membrane for a minimum of ninety (90) days.
2. Vapor Barrier Accessories:
3. Primer: Liquid waterborne primer recommended for substrate by vapor barrier manufacturer.

D. Roof Insulation
   1. General: Preformed roof insulation boards manufactured or approved by TPO membrane roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated and that produce FM Approvals-approved roof insulation.
   2. Polyisocynurate Board Insulation: ASTM C 1289, Type II, Class I, Grade 2 with felt or glass-fiber mat facers on the two major surfaces.
   3. Minimum thickness of insulation board: 3″
   4. Tapered Insulation: Provide factory tapered insulation boards fabricated to slope 1/4" inch per 12 inches, unless otherwise indicated.
   5. Provide preformed saddles, crickets, tapered edge strips and other insulation shapes where indicated and required for sloping to drain. Fabricate to slopes indicated.

E. Cover Board
   1. ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, min. 1/4 inch (6 mm) thick, factory primed.
   2. Manufacturer: Georgia-Pacific Corp., DensDeck or equal.

F. Walkways
   1. Flexible Walkways: TPO manufacturer's factory-formed, standard roof walkway system in rolls, approximately 36″ wide. See roof plan for extent of roof walkways. Flexible roof walkways shall be fully adhered/heat welded to the main roofing membrane layer so that edges do not uplift or curl. All seams shall be heat welded to prevent curling of seams.

1.3 EXECUTION

A. Preparation
   1. See Specification Section 07 051300d- Membrane Re-Roofing Preparation.
   2. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
   3. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
   4. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

B. Vapor-Barrier Installation
   1. Polyethylene Film: Loosely lay polyethylene-film vapor barrier in a single layer over area to receive vapor barrier, side and end lapping each sheet a minimum of 3 inches (50 mm) and 6 inches (150 mm), respectively.
   2. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into membrane roofing system.
   3. Roll vapor barrier as recommended by manufacturer including at all edges and end conditions to achieve a fully mated vapor barrier to substrate.

C. Insulation Board Installation
   1. General: Furnish roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with membrane roofing.
   2. Bead-Applied Insulation Adhesive: Insulation manufacturer's recommended bead-applied, low-rise, one- or multicomponent urethane adhesive formulated to attach roof insulation to substrate and vapor barrier layer.

D. Cover Board
   1. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6” in each direction. Loosely butt cover boards together and fully adhere to insulation board.
   2. Provide adhesive compatible with insulation board.
   3. Attach cover boards to resist uplift pressure at corners, perimeter and field of roof.

E. Adhered Membrane Roofing Installation
   1. Adhere membrane roofing over area to receive roofing and install according to membrane roofing system manufacturer's written instructions.
   2. Start installation of membrane roofing in presence of membrane roofing system manufacturer's technical personnel.
   3. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
   4. Bonding Adhesive: Apply to substrate and underside of membrane roofing at rate required by manufacturer and allow to partially dry before installing membrane roofing. Do not apply to splice area of membrane roofing.
   5. In addition to adhering, mechanically fasten membrane roofing securely at terminations, penetrations, and perimeter of roofing.
   6. Apply membrane roofing with side laps shingled with slope of roof deck where possible.
   7. Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
   8. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet membrane.
   9. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
   10. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.
   11. Spread sealant bed over deck drain flange at roof drains and securely seal membrane roofing in place with clamping ring.

F. Base Flashing Installation
   1. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
   2. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
   3. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
   4. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
   5. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

G. Walkway Installation
   1. Flexible Walkways: Install walkway products in locations indicated. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

H. Field Quality Control
   1. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
   2. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
   3. Repair or remove and replace components of membrane roofing system where

inspections indicate that they do not comply with specified requirements.

4. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

I. Protecting And Cleaning

1. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Owner.
2. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
3. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 07 54 23 00

SECTION 07 62 00 00 - SHEET METAL FLASHING AND TRIM

1.1 GENERAL

A. Description Of Work:
1. This specification covers the furnishing and installation of materials for roof accessories. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Submittals
1. Product Data: For each type of roof accessory indicated.
2. Shop Drawings: Show fabrication and installation details for roof accessories.
3. Samples: For each type of exposed factory-applied color finish required and for each type of roof accessory indicated, prepared on Samples of size to adequately show color.

C. Quality Assurance
1. Sheet Metal Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" details for fabrication of units, including flanges and cap flashing to coordinate with type of roofing indicated.

D. Delivery, Storage, And Handling
1. Pack, handle, and ship roof accessories properly labeled in heavy-duty packaging to prevent damage.

E. Warranty
1. Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace roof accessories that show evidence of deterioration of factory-applied finishes within 20 years from date of Substantial Completion.

1.2 PRODUCTS

A. Metal Materials
1. Galvanized Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coated and mill phosphatized for field painting. Note: Re-use and utilization of existing metal flashings and counter flashings at curbs, equipment supports and at all parapets shall be the intent. Where metal flashings are damaged or irreparable, flashings shall be replaced with new flashings, matching the shape size and configuration of the pieces(s) that are being replaced. Provide new paint per Section 09-Paint.
2. Prepainted, Metallic-Coated Steel Sheet: Steel sheet metallic coated by hot-dip process and prepainted by coil-coating process to comply with ASTM A 755/A 755M.
   a. Galvanized Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coated.
   b. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 (Class AZM150) coated.
   c. Exposed Finishes: Manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight.
3. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy and temper recommended by manufacturer for type of use and mill finish. Coil-coat finish as follows:
   a. Factory-Prime Coating: Where painting after installation is indicated, provide pretreatment and white or light-colored, factory-applied, baked-on epoxy primer coat; with a minimum dry film thickness of 0.2 mil (0.005 mm).
      1) Color: As selected by Architect.

b. Baked-Enamel Finish: Organic Coating: Thermosetting, modified-acrylic enamel primer/topcoat system complying with AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm), medium gloss.
   1) Color and Gloss: As selected from manufacturer's full range.
c. High-Performance Organic Finish: Manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight.
   1) Color and Gloss: As selected from manufacturer's full range.
d. Powder-Coat Finish: Immediately after cleaning and pretreating, electrostatically apply manufacturer's standard baked-polymer thermosetting powder finish.
   1) Color and Gloss: As selected from manufacturer's full range.

4. Stainless-Steel Shapes or Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304 or Type 316, No. 2D finish.
5. Aluminum Extrusions and Tubes: ASTM B 221 (ASTM B 221M), alloy and temper recommended by manufacturer for type of use, mill finished.
6. Steel Shapes: ASTM A 36/A 36M, hot-dip galvanized to comply with ASTM A 123/A 123M, unless otherwise indicated.
7. Steel Tube: ASTM A 500, round tube, baked-enamel finished.
8. Galvanized Steel Tube: ASTM A 500, round tube, hot-dip galvanized to comply with ASTM A 123/A 123M.
9. Galvanized Steel Pipe: ASTM A 53/A 53M.

B. Miscellaneous Materials
1. Polyisocyanurate Board Insulation: ASTM C 1289, 1 inch (25 mm) thick.
2. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, complying with AWPA C2; not less than 1-1/2 inches (38 mm) thick.
3. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
   a. Slip Sheet: Rosin-sized paper, minimum 3 lb/100 sq. ft. (0.16 kg/sq. m).

   Fasteners: Same metal as metals being fastened, or nonmagnetic stainless steel or other noncorrosive metal as recommended by roof accessory manufacturer. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners.
4. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, or PVC; or flat design of foam rubber, sponge neoprene, or cork.
5. Elastomeric Sealant: ASTM C 920, polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
6. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, and heavy bodied for hooked-type expansion joints with limited movement.
7. Roofing Cement: ASTM D 4586, nonasbestos, fibrated asphalt cement designed for trowel application or other adhesive compatible with roofing system.

1.3 EXECUTION

A. Installation
1. General: Install roof accessories according to manufacturer's written instructions. Anchor roof accessories securely in place and capable of resisting forces specified. Use fasteners, separators, sealants, and other miscellaneous items as required for completing roof accessory installation. Install roof accessories to resist exposure to weather without failing, rattling, leaking, and fastener disengagement.
2. Install roof accessories to fit substrates and to result in watertight performance.
3. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

a. Coat concealed side of uncoated aluminum or stainless-steel roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
b. Underlayment: Where installing exposed-to-view components of roof accessories directly on cementitious substrates, install a course of self-adhered polyethylene underlayment.

4. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.
5. Seal joints with appropriate sealant as required by manufacturer of roof accessories.

END OF SECTION 07 62 00 00

SECTION 07 72 23 00 - ROOF ACCESSORIES

1.1 GENERAL

A. Description Of Work:
1. This specification covers the furnishing and installation of materials for roof accessories. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Submittals
1. Product Data: For each type of roof accessory indicated.
2. Shop Drawings: Show fabrication and installation details for roof accessories.
3. Samples: For each type of exposed factory-applied color finish required and for each type of roof accessory indicated, prepared on Samples of size to adequately show color.

C. Quality Assurance
1. Sheet Metal Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" details for fabrication of units, including flanges and cap flashing to coordinate with type of roofing indicated.

D. Delivery, Storage, And Handling
1. Pack, handle, and ship roof accessories properly labeled in heavy-duty packaging to prevent damage.

E. Warranty
1. Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace roof accessories that show evidence of deterioration of factory-applied finishes within 20 years from date of Substantial Completion.

1.2 PRODUCTS

A. Metal Materials
1. Galvanized Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coated and mill phosphatized for field painting.
2. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, AZ50 (AZM150) coated.
3. Prepainted, Metallic-Coated Steel Sheet: Steel sheet metallic coated by hot-dip process and prepainted by coil-coating process to comply with ASTM A 755/A 755M.
   a. Galvanized Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coated.
   b. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 (Class AZM150) coated.
   c. Exposed Finishes: Manufacturer's standard 2-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight.
4. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy and temper recommended by manufacturer for type of use and mill finish. Coil-coat finish as follows:
   a. Powder-Coat Finish: Immediately after cleaning and pretreating, electrostatically apply manufacturer's standard baked-polymer thermosetting powder finish.
      1) Color and Gloss: As selected from manufacturer's full range.

5. Stainless-Steel Shapes or Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304 or Type 316, No. 2D finish.
6. Aluminum Extrusions and Tubes: ASTM B 221 (ASTM B 221M), alloy and temper recommended by manufacturer for type of use, mill finished.
7. Steel Shapes: ASTM A 36/A 36M, hot-dip galvanized to comply with ASTM A 123/A 123M, unless otherwise indicated.
8. Steel Tube: ASTM A 500, round tube, baked-enamel finished.
9. Galvanized Steel Tube: ASTM A 500, round tube, hot-dip galvanized to comply with ASTM A 123/A 123M.
10. Galvanized Steel Pipe: ASTM A 53/A 53M.

B. Miscellaneous Materials
1. Polyisocyanurate Board Insulation: ASTM C 1289, 1 inch (25 mm) thick.
2. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, complying with AWPA C2; not less than 1-1/2 inches (38 mm) thick.
3. Polyethylene Sheet: 6-mil- (0.15-mm-) thick, polyethylene sheet complying with ASTM D 4397.
4. Fasteners: Same metal as metals being fastened, or nonmagnetic stainless steel or other noncorrosive metal as recommended by roof accessory manufacturer. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners.
5. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, or PVC; or flat design of foam rubber, sponge neoprene, or cork.
6. Elastomeric Sealant: ASTM C 920 silicone sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
7. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, and heavy bodied for hooked-type expansion joints with limited movement.
8. Roofing Cement: ASTM D 4586, nonasbestos, fibrated asphalt cement designed for trowel application or other adhesive compatible with roofing system.

C. Roof Curbs
1. Roof Curbs: Provide metal roof curbs if required due to temporary removal of roof mounted ventilators and stacks, internally reinforced and capable of supporting superimposed live and dead loads, including equipment loads and other construction to be supported on roof curbs. Fabricate with welded or sealed mechanical corner joints, with integral metal cant or stepped integral metal cant raised the thickness of roof insulation and integral formed mounting flange at perimeter bottom. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.
   a. Load Requirements: As required to satisfy local code requirements.
   b. Material:
      1) Galvanized or Aluminum-zinc alloy-coated steel sheet, 0.052 inch (1.32 mm)
      2) Finish: Powder coat
   c. Liner: Same material as curb, of manufacturer's standard thickness and finish.
   d. Factory install wood nailers at tops of curbs.
   e. Factory insulate curbs with 1-1/2-inch- (38-mm-) thick.
   f. Curb height may be determined by adding thickness of roof insulation and minimum base flashing height recommended by roofing membrane manufacturer. Fabricate units to minimum height of 12 inches (300 mm), unless otherwise indicated.
   g. Sloping Roofs: Where slope of roof deck exceeds 1:48, fabricate curb units with water diverter or cricket and with height tapered to match slope to level tops of units.

D. Equipment Supports
1. Equipment Supports: Provide metal equipment supports if required due to temporary removal of roof equipment, internally reinforced and capable of supporting superimposed live and dead

loads, including equipment loads and other construction to be supported. Fabricate with welded or sealed mechanical corner joints, with integral metal cant or stepped integral metal cant raised the thickness of roof insulation and integral formed mounting flange at perimeter bottom. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

a. Load Requirements: As required to satisfy local code requirements.
b. Material:
   1) Galvanized or Aluminum-zinc alloy-coated steel sheet, 0.052 inch (1.32 mm)
c. Finish: Powder coat
d. Factory-install continuous wood nailers 3-1/2 inches (90 mm) or 5-1/2 inches (140 mm), wide at tops of equipment supports.
e. Metal Counterflashing: Manufacturer's standard removable counterflashing, fabricated of same metal and finish as equipment support.
f. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.
g. Fabricate units to minimum height of 12 inches (300 mm), unless otherwise indicated.
h. Sloping Roofs: Where slope of roof deck exceeds 1:48, fabricate curb units with water diverter or cricket and with height tapered to match slope to level tops of units.

E. Roof Hatches

1. Manufacturers: Subject to compliance with requirements, provide Bilco Bil-Guard Hatch Rail System, unless directed otherwise.
2. Roof Hatches: Fabricate roof hatches with insulated double-wall lids and insulated single-wall curb frame with integral deck mounting flange and lid frame counterflashing. Fabricate with welded or mechanically fastened and sealed corner joints. Provide continuous weathertight perimeter gasketing and equip with corrosion-resistant or hot-dip galvanized hardware.
   a. Loads: Fabricate roof hatches to withstand 40-lbf/sq. ft. (1.9-kPa) external and 20-lbf/sq. ft. (0.95-kPa) internal loads.
   b. Type and Size: Single-leaf lid, type and size to accommodate existing opening.
   c. Curb and Lid Material:
      1) Stainless-steel sheet, 0.078 inch (1.98 mm) thick.
   d. Finish: 304
   e. Insulation: Polyisocyanurate board.
   f. Interior Lid Liner: Manufacturer's standard metal liner of same material and finish as outer metal lid.
   g. Exterior Curb Liner: Manufacturer's standard metal liner of same material and finish as metal curb.
   h. Fabricate units to minimum height of 12 inches (300 mm), unless otherwise indicated.
   i. Sloping Roofs: Where slope or roof deck exceeds 1:48, fabricate hatch curbs with height constant or tapered to match slope to level tops of units.
   j. Hardware: Stainless-steel spring latch with turn handles, butt- or pintle-type hinge system, and padlock hasps inside and outside.
      1) Provide 2-point latch on covers larger than 84 inches (2130 mm).
   k. Ladder Safety Post: Manufacturer's standard ladder safety post. Post to lock in place on full extension. Provide release mechanism to return post to closed position.
   l. Safety Railing System: Manufacturer's standard complete system including rails, clamps, fasteners, safety barrier at railing opening, and all accessories required for a complete installation.
      1) Railing Material: Stainless Steel
      2) Finish: 304
   m. Insulation: Polyisocyanurate board.
   n. Fabricate integral curbs to minimum height of 12 inches (300 mm), unless otherwise indicated.
   o. Sloping Roofs: Where slope of roof deck exceeds 1:48, fabricate curbs with height constant or tapered to match slope to level tops of units.

F. Fall Protection
   1. Provide fall protection roof anchors/posts as located on roof plan.
      a. Manufacturer: Guardian CB-12 or equal.
      b. +12” high galvanized post with 16”x16” galvanized steel base plate with pre-drilled fastener holes.
      c. Provide fasteners appropriate for attaching into existing concrete roof deck. Install per manufacturers recommended instructions.
      d. Provide minimum 4- 3/8” x 1 7/8” Hilti HUS-EZ carbon steel screw anchors per roof anchor. Install screw anchors per manufacturer’s installation instructions.

G. Roof Walkways
   1. Roof Walkway: See Section 075423 00 Thermoplastic Polyolefin (TPO) Roofing for roof walkway.

1.3 EXECUTION

A. Installation
   1. General: Install roof accessories according to manufacturer's written instructions. Anchor roof accessories securely in place and capable of resisting forces specified. Use fasteners, separators, sealants, and other miscellaneous items as required for completing roof accessory installation. Install roof accessories to resist exposure to weather without failing, rattling, leaking, and fastener disengagement.
   2. Install roof accessories to fit substrates and to result in watertight performance.
   3. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
      a. Coat concealed side of uncoated aluminum OR stainless-steel roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
      b. Underlayment: Where installing exposed-to-view components of roof accessories directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet, or install a course of polyethylene underlayment.
      c. Bed flanges in thick coat of asphalt roofing cement where required by roof accessory manufacturers for waterproof performance.
   4. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.
   5. Seal joints with compatible sealant appropriate for given conditions and as required by manufacturer of roof accessories.

END OF SECTION 07 72 23 00

SECTION 07 92 00 00 - JOINT SEALANTS

1.1 GENERAL

A. Description Of Work:
1. This specification covers the furnishing and installation of materials for joint sealants. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary
1. Section Includes:
a. Silicone joint sealants.
b. Latex joint sealants.

C. Submittals
1. Product Data: For each joint-sealant product indicated.
2. Samples: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
3. Joint-Sealant Schedule: Include the following information:
a. Joint-sealant application, joint location, and designation.
b. Joint-sealant manufacturer and product name.
c. Joint-sealant formulation.
d. Joint-sealant color.
4. Qualification Data: For qualified Installer and testing agency.
5. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
6. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
7. Warranties: Sample of special warranties.

D. Quality Assurance
1. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
2. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

E. Project Conditions
1. Do not proceed with installation of joint sealants under the following conditions:
a. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
b. When joint substrates are wet.
c. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
d. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

F. Warranty
1. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
a. Warranty Period: Two years from date of Substantial Completion.
2. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
a. Movement of the structure caused by structural settlement or errors attributable to design

or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
b. Disintegration of joint substrates from natural causes exceeding design specifications.
c. Mechanical damage caused by individuals, tools, or other outside agents.
d. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

1.2 PRODUCTS

A. Materials, General
1. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
2. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):
a. Architectural Sealants: 250 g/L.
b. Sealant Primers for Nonporous Substrates: 250 g/L.
c. Sealant Primers for Porous Substrates: 775 g/L.
3. Colors of Exposed Joint Sealants: As selected from manufacturer's full range.

B. Silicone Joint Sealants
1. Mildew-Resistant, Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.

A. Joint Sealant Backing
1. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
2. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or Type O (open-cell material) **or** Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
3. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

B. Miscellaneous Materials
1. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
2. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
3. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

1.2 EXECUTION

A. Examination
1. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-

sealant performance.

2. Proceed with installation only after unsatisfactory conditions have been corrected.

B. Preparation

1. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
   a. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
   b. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
   c. Remove laitance and form-release agents from concrete.
   d. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
      1) Metal.
2. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
3. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

C. Installation Of Joint Sealants

1. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
2. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
3. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   a. Do not leave gaps between ends of sealant backings.
   b. Do not stretch, twist, puncture, or tear sealant backings.
   c. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
4. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
5. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
   a. Place sealants so they directly contact and fully wet joint substrates.
   b. Completely fill recesses in each joint configuration.
   c. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
6. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
   a. Remove excess sealant from surfaces adjacent to joints.
   b. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
   c. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
   d. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.

e. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
   1) Use masking tape to protect surfaces adjacent to recessed tooled joints.

7. Installation of Preformed Silicone-Sealant System: Comply with the following requirements:
   a. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
   b. Apply silicone sealant to each side of joint to produce a bead of size complying with preformed silicone-sealant system manufacturer's written instructions and covering a bonding area of not less than 3/8 inch (10 mm). Hold edge of sealant bead 1/4 inch (6 mm) inside masking tape.
   c. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
   d. Complete installation of sealant system in horizontal joints before installing in vertical joints. Lap vertical joints over horizontal joints. At ends of joints, cut silicone extrusion with a razor knife.
8. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping. Do not pull or stretch material. Produce seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures, apply heat to sealant in compliance with sealant manufacturer's written instructions.
9. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

D. Cleaning
1. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

E. Protection
1. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

2. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
   a. Joint Locations:
      1) Joints between different materials listed above and as detailed on the drawings.
      2) Other joints as required for a watertight condition.
   b. Silicone Joint Sealant: Single component, nonsag, neutral curing, Class 100/50.

END OF SECTION 07 92 00 00

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SECTION 09 91 43 00 - HIGH-PERFORMANCE COATINGS

1.1 GENERAL

A. Description Of Work
1. This specification covers the furnishing and installation of materials for high performance coatings. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary
1. This Section includes surface preparation and application of high-performance coating systems on the following substrates:
a. Exterior Substrates:
1) Steel.
2) Galvanized metal.

C. Submittals
1. Product Data: For each type of product indicated.
2. Samples: For each type of finish-coat product indicated.
3. Product List: For each product indicated. Cross-reference products to coating system and locations of application areas. Use same designations indicated on Drawings and in schedules.
4. LEED Submittals:
a. Product Data for Credit EQ 4.2: For coatings, including printed statement of VOC content and chemical components.

D. Quality Assurance
1. Master Painters Institute (MPI) Standards:
a. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
b. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" **OR** "MPI Maintenance Repainting Manual," **as directed**, for products and coating systems indicated.

E. Delivery, Storage, And Handling
1. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
a. Maintain containers in clean condition, free of foreign materials and residue.
b. Remove rags and waste from storage areas daily.

F. Project Conditions
1. Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 50 and 95 deg F (10 and 35 deg C).
2. Do not apply coatings in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1.2 PRODUCTS

A. High-Performance Coatings, General
   1. Material Compatibility:
      a. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
      b. Provide products of same manufacturer for each coat in a coating system.

B. Metal Primers
   1. Rust-Inhibitive Primer (Water Based): MPI #107.

C. Environmental Characteristics: Epoxy Coatings
   1. Water-Based Epoxy (Interior and Exterior): MPI #115.
      a. VOC Content: Minimum E Range of E1.

1.3 EXECUTION

A. Preparation
   1. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
   2. Remove plates, machined surfaces, and similar items already in place that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.
      a. After completing coating operations, reinstall items that were removed; use workers skilled in the trades involved.
   3. Clean substrates of substances that could impair bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulants.
      a. Remove incompatible primers and reprime substrate with compatible primers as required to produce coating systems indicated.
   4. Steel Substrates (for field applied primers): Remove rust and loose mill scale.
      a. Clean using methods recommended in writing by coating manufacturer.
   5. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied coatings.
   6. Aluminum Substrates: Remove surface oxidation.

B. Application
   1. Apply high-performance coatings according to manufacturer's written instructions.
      a. Use applicators and techniques suited for coating and substrate indicated.
      b. Coat surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, coat surfaces behind permanently fixed equipment or furniture with prime coat only.
      c. Coat back sides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
   2. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of the same material are to be applied. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
   3. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.
   4. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks,

runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

C. Field Quality Control
1. Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when coatings are being applied:
   a. Owner will engage the services of a qualified testing agency to sample coating material being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
   b. Testing agency will perform tests for compliance with specified requirements.
   c. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with specified requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. Contractor will be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.

D. Cleaning And Protection
1. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
2. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
3. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by the Owner, and leave in an undamaged condition.
4. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

E. Exterior High-Performance Coating Schedule
1. Coating systems in this Article are based on "MPI Architectural Painting Specification Manual." For renovation projects, consult "MPI Maintenance Repainting Manual" and revise coating systems accordingly.
2. Steel Substrates:
   a. Water-Based Epoxy Coating System (System below corresponds to MPI EXT 5.1E):
      1) Prime Coat: Rust-inhibitive primer, (water based), MPI #107.
      2) Intermediate Coat: Water-based epoxy (exterior), MPI #115.
      3) Topcoat: Water-based epoxy (interior and exterior), MPI #115.
3. Galvanized-Metal Substrates:
   a. Water-Based Epoxy Coating System (System below corresponds to MPI EXT 5.1E):
      1) Prime Coat: Rust-inhibitive primer, (water based), MPI #107.
      2) Intermediate Coat: Water-based epoxy (exterior), MPI #115.
      3) Topcoat: Water-based epoxy (interior and exterior), MPI #115.
4. Aluminum (Not Anodized or Otherwise Coated) Substrates:
   a. Epoxy Coating System (System below corresponds to MPI EXT 5.4E):
      1) Prime Coat: Vinyl wash primer, MPI #80.
      2) Intermediate Coat (for Premium Grade system): Epoxy, cold-cured, gloss, MPI #77.
      3) Topcoat: Epoxy, cold-cured, gloss, MPI #77.

END OF SECTION 09 91 43 00

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SECTION 31 01 20 00 - EARTHWORK

1.1 GENERAL

A. Description Of Work
1. This specification covers the furnishing and installation of materials for earthwork. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary
1. Section Includes:
a. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses, and plants.
b. Excavating and backfilling for buildings and structures.
c. Subbase course for concrete walks and pavements.
d. Subbase course and base course for asphalt paving.

C. Definitions
1. Backfill: Soil material or controlled low-strength material used to fill an excavation.
a. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
b. Final Backfill: Backfill placed over initial backfill to fill a trench.
2. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
3. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
4. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
5. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
6. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
a. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by the Owner. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
b. Bulk Excavation: Excavation more than 10 feet (3 m) in width and more than 30 feet (9 m) in length.
c. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by the Owner. Unauthorized excavation, as well as remedial work directed by the Owner, shall be without additional compensation.
7. Fill: Soil materials used to raise existing grades.
8. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. (0.76 cu. m) for bulk excavation or 3/4 cu. yd. (0.57 cu. m) for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
a. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- (1065-mm-) wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp (103-kW) flywheel power with bucket-curling force of not less than 28,700 lbf (128 kN) and stick-crowd force of not less than 18,400 lbf (82 kN) with extra-long reach boom; measured according to SAE J-1179.
b. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp (172-kW) flywheel power and developing a minimum of 47,992-lbf (213.3-kN) breakout force with a general-purpose bare bucket; measured according to SAE J-732.

9. If Standard Penetration Values are used to Define Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. (0.57 cu. m) or more in volume that exceed a standard penetration resistance of 100 blows/2 inches (97 blows/50 mm) when tested by a geotechnical testing agency, according to ASTM D 1586.
10. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
11. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
12. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
13. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

D. Submittals
1. Product Data: For each type of the following manufactured products required:
   a. Geotextiles.
   b. Controlled low-strength material, including design mixture.
   c. Warning tapes.
2. Samples: For the following products, in sizes indicated below:
   a. Geotextile: 12 by 12 inches (300 by 300 mm).
   b. Warning Tape: 12 inches (300 mm) long; of each color.
3. Qualification Data: For qualified testing agency.
4. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
   a. Classification according to ASTM D 2487.
   b. Laboratory compaction curve according to ASTM D 698 **OR** ASTM D 1557, **as directed**.
5. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

E. Quality Assurance
1. Blasting:
   a. Blasting will not be allowed.
2. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
3. Pre-excavation Conference: Conduct conference at Project site.

F. Project Conditions
1. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
   a. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   b. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
2. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
3. Do not proceed with work on adjoining property until directed by the Owner.
4. Utility Locator Service: Notify utility locator service **OR** Miss Utility" **OR** "Call Before You Dig" **OR** "Dig Safe System" **OR** "One Call", **as directed**, for area where Project is located before beginning earth moving operations.
5. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Division 01 Section(s) "Temporary Facilities And Controls" OR Division 31 Section(s) "Site Clearing", **as directed**, are in place.
6. Do not commence earth moving operations until plant-protection measures specified in Division 01 Section "Temporary Tree And Plant Protection" are in place.

7. The following practices are prohibited within protection zones:
   a. Storage of construction materials, debris, or excavated material.
   b. Parking vehicles or equipment.
   c. Foot traffic.
   d. Erection of sheds or structures.
   e. Impoundment of water.
   f. Excavation or other digging unless otherwise indicated.
   g. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
8. Do not direct vehicle or equipment exhaust towards protection zones.
9. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

1.2 PRODUCTS

A. Soil Materials
1. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
2. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487 **OR** Groups A-1, A-2-4, A-2-5, and A-3 according to AASHTO M 145, **as directed**, or a combination of these groups; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
3. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487 **OR** Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, **as directed**, or a combination of these groups.
   a. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
4. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
5. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
6. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
7. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
8. Drainage Course: Narrowly graded mixture of washed, **as directed**, crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.
9. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.
10. Sand: ASTM C 33; fine aggregate.
11. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

B. Geotextiles
1. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
   a. Survivability: Class 2; AASHTO M 288.
   b. Apparent Opening Size: No. 40 (0.425-mm) **OR** No. 60 (0.250-mm) **OR** No. 70 (0.212-mm), **as directed**, sieve, maximum; ASTM D 4751.

c. Permittivity: 0.5 **OR** 0.2 **OR** 0.1, **as directed**, per second, minimum; ASTM D4491.
d. UV Stability: 50 percent after 500 hours' exposure; ASTM D4355.

2. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
   a. Survivability: Class 2; AASHTO M 288.
   b. Apparent Opening Size: No. 60 (0.250-mm) sieve, maximum; ASTM D4751.
   c. Permittivity: 0.02 per second, minimum; ASTM D4491.
   d. UV Stability: 50 percent after 500 hours' exposure; ASTM D4355.

C. Controlled Low-Strength Material
1. Controlled Low-Strength Material: Self-compacting, low-density, **as directed**, flowable concrete material produced from the following:
   a. Portland Cement: ASTM C 150, Type I **OR** Type II **OR** Type III, **as directed**.
   b. Fly Ash: ASTM C 618, Class C or F.
   c. Normal-Weight Aggregate: ASTM C 33, 3/4-inch (19-mm) **OR** 3/8-inch (10-mm), **as directed**, nominal maximum aggregate size.
   d. Foaming Agent (if low-density, controlled low-strength material is required): ASTM C 869.
   e. Water: ASTM C 94/C 94M.
   f. Air-Entraining Admixture (not required for low-density, controlled low-strength material using foaming agent): ASTM C 260.
2. Produce low-density, controlled low-strength material with the following physical properties:
   a. As-Cast Unit Weight: 30 to 36 lb/cu. ft. (480 to 576 kg/cu. m) **OR** 36 to 42 lb/cu. ft. (576 to 675 kg/cu. m), **as directed**, at point of placement, when tested according to ASTM C 138/C 138M.
   b. Compressive Strength: 80 psi (550 kPa) **OR** 140 psi (965 kPa), **as directed**, when tested according to ASTM C 495.

   OR

   Produce conventional-weight, controlled low-strength material with 80-psi (550-kPa) **OR** 140-psi (965-kPa), **as directed**, compressive strength when tested according to ASTM C495.

D. Accessories
1. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility; colored as follows:
   a. Red: Electric.
   b. Yellow: Gas, oil, steam, and dangerous materials.
   c. Orange: Telephone and other communications.
   d. Blue: Water systems.
   e. Green: Sewer systems.

   OR

   Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored as follows:
   f. Red: Electric.
   g. Yellow: Gas, oil, steam, and dangerous materials.
   h. Orange: Telephone and other communications.
   i. Blue: Water systems.
   j. Green: Sewer systems.

1.3 EXECUTION

A. Preparation
   1. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
   2. Protect and maintain erosion and sedimentation controls during earth moving operations.
   3. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials

B. Dewatering
   1. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
   2. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
      a. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

C. Explosives
   1. Explosives: Do not use explosives.

D. Excavation, General
   1. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
      a. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
      b. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
         1) 24 inches (600 mm) outside of concrete forms other than at footings.
         2) 12 inches (300 mm) outside of concrete forms at footings.
         3) 6 inches (150 mm) outside of minimum required dimensions of concrete cast against grade.
         4) Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
         5) 6 inches (150 mm) beneath bottom of concrete slabs-on-grade.
         6) 6 inches (150 mm) beneath pipe in trenches, and the greater of 24 inches (600 mm) wider than pipe or 42 inches (1065 mm) wide.
   2. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by the Owner. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.
      a. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
         1) Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
      b. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:
         1) 24 inches (600 mm) outside of concrete forms other than at footings.
         2) 12 inches (300 mm) outside of concrete forms at footings.
         3) 6 inches (150 mm) outside of minimum required dimensions of concrete cast against grade.
         4) Outside dimensions of concrete walls indicated to be cast against rock without forms

or exterior waterproofing treatments.

5) 6 inches (150 mm) beneath bottom of concrete slabs-on-grade.

6) 6 inches (150 mm) beneath pipe in trenches, and the greater of 24 inches (600 mm) wider than pipe or 42 inches (1065 mm) wide.

E. Excavation For Walks And Pavements

1. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.
2. Excavations at Edges of Tree- and Plant-Protection Zones:
   a. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
   b. Cut and protect roots according to requirements in Division 01 Section "Temporary Tree And Plant Protection".

F. Subgrade Inspection

1. Notify the Owner when excavations have reached required subgrade.
2. If the Owner determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
3. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes) to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
   a. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph (5 km/h).
   b. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by the Owner, and replace with compacted backfill or fill as directed.
4. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
5. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Owner, without additional compensation.

G. Unauthorized Excavation

1. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi (17.2 MPa), may be used when approved by the Owner.
   a. Fill unauthorized excavations under other construction, pipe, or conduit as directed by the Owner.

H. Storage Of Soil Materials

1. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   a. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

I. Backfill

1. Place and compact backfill in excavations promptly, but not before completing the following:
   a. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
   b. Surveying locations of underground utilities for Record Documents.
   c. Testing and inspecting underground utilities.
   d. Removing concrete formwork.
   e. Removing trash and debris.
   f. Removing temporary shoring and bracing, and sheeting.
   g. Installing permanent or temporary horizontal bracing on horizontally supported walls.
2. Place backfill on subgrades free of mud, frost, snow, or ice.

J. Soil Fill
1. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
2. Place and compact fill material in layers to required elevations as follows:
   a. Under grass and planted areas, use satisfactory soil material.
   b. Under walks and pavements, use satisfactory soil material.
   c. Under steps and ramps, use engineered fill.
   d. Under building slabs, use engineered fill.
   e. Under footings and foundations, use engineered fill.
3. Place soil fill on subgrades free of mud, frost, snow, or ice.

K. Soil Moisture Control
1. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
   a. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
   b. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

L. Compaction Of Soil Backfills And Fills
1. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
2. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
3. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698 **OR** ASTM D 1557, **as directed**:
   a. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill soil material at 95 percent.
   b. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 92 percent.
   c. Under turf or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 85 percent.
   d. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

M. Grading
1. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   a. Provide a smooth transition between adjacent existing grades and new grades.
   b. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
2. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
   a. Turf or Unpaved Areas: Plus or minus 1 inch (25 mm).
   b. Walks: Plus or minus 1 inch (25 mm).
   c. Pavements: Plus or minus 1/2 inch (13 mm).
3. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch (13 mm) when tested with a 10-foot (3-m) straightedge.

N. Subbase And Base Courses Under Pavements And Walks
1. Place subbase course and base course, **as directed**, on subgrades free of mud, frost, snow, or ice.

2. On prepared subgrade, place subbase course and base course, **as directed**, under pavements and walks as follows:
   a. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
   b. Place base course material over subbase course under hot-mix asphalt pavement.
   c. Shape subbase course and base course, **as directed**, to required crown elevations and cross-slope grades.
   d. Place subbase course and base course, **as directed**, 6 inches (150 mm) or less in compacted thickness in a single layer.
   e. Place subbase course and base course, **as directed**, that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
   f. Compact subbase course and base course, **as directed**, at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698 **OR** ASTM D 1557, **as directed**.

O. Field Quality Control

1. Special Inspections: If special inspections are required by code, engage a qualified special inspector to perform the following special inspections:
   a. Determine prior to placement of fill that site has been prepared in compliance with requirements.
   b. Determine that fill material and maximum lift thickness comply with requirements.
   c. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
2. Testing Agency: Engage a qualified geotechnical engineering testing agency to perform tests and inspections.
3. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
4. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by the Owner.
5. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
   a. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area or building slab, but in no case fewer than three tests.
   b. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet (30 m) or less of wall length, but no fewer than two tests.
   c. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet (46 m) or less of trench length, but no fewer than two tests.
6. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

P. Protection
1. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
2. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
   a. Scarify or remove and replace soil material to depth as directed by the Owner; reshape and recompact.
3. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill

with additional soil material, compact, and reconstruct surfacing.

a. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

Q. Disposal Of Surplus And Waste Materials

1. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

OR

Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by the Owner.

a. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 01 20 00

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SECTION 31 11 00 00 - SITE CLEARING

1.1 GENERAL

A. Description Of Work
1. This specification covers the furnishing and installation of materials for site clearing. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary
1. Section Includes:
a. Protecting existing vegetation to remain.
b. Removing existing vegetation.
c. Clearing and grubbing.
d. Stripping and stockpiling topsoil.
e. Removing above- and below-grade site improvements.
f. Disconnecting, capping or sealing, and removing site utilities **OR** abandoning site utilities in place, **as directed**.
g. Temporary erosion- and sedimentation-control measures.

C. Definitions
1. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
OR
Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
2. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow.
OR
Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.
3. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.
OR
Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and indicated on Drawings **OR** defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated, **as directed**.
4. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

D. Material Ownership
1. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

E. Submittals
1. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.

a. Use sufficiently detailed photographs or videotape.
b. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

2. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

F. Quality Assurance
1. Preinstallation Conference: Conduct conference at Project site.

G. Project Conditions
1. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
a. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
b. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
2. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
a. Do not proceed with work on adjoining property until directed by the Owner.
3. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
4. Utility Locator Service: Notify utility locator service **OR** Miss Utility **OR** Call Before You Dig **OR** Dig Safe System **OR** One Call, **as directed**, for area where Project is located before site clearing.
5. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
6. The following practices are prohibited within protection zones:
a. Storage of construction materials, debris, or excavated material.
b. Parking vehicles or equipment.
c. Foot traffic.
d. Erection of sheds or structures.
e. Impoundment of water.
f. Excavation or other digging unless otherwise indicated.
g. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
7. Do not direct vehicle or equipment exhaust towards protection zones.
8. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
9. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

1.2 PRODUCTS

A. Materials
1. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Division 31 Section "Earth Moving".
a. If soil backfill is required in below-grade areas after site clearing, obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.
2. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer complying with MPI #79, Alkyd Anticorrosive Metal Primer **OR** SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating, **as directed**.
a. Use coating with a VOC content of 420 g/L (3.5 lb/gal.) or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

1.3 EXECUTION

A. Preparation
1. Protect and maintain benchmarks and survey control points from disturbance during construction.
2. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Flag **OR** Wrap a 1-inch (25-mm) blue vinyl tie tape flag around, **as directed**, each tree trunk at 54 inches (1372 mm) above the ground.
3. Protect existing site improvements to remain from damage during construction.
   a. Restore damaged improvements to their original condition, as acceptable to Owner.

B. Temporary Erosion And Sedimentation Control
1. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
2. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
3. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

C. Tree And Plant Protection
1. General: Protect trees and plants remaining on-site according to requirements in Division 01 Section "Temporary Tree And Plant Protection".
2. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by the Owner.

D. Existing Utilities
1. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
   OR
   Verify that utilities have been disconnected and capped before proceeding with site clearing.
2. Locate, identify, disconnect, and seal or cap utilities indicated to be removed.
   a. Arrange with utility companies to shut off indicated utilities.
      OR
      Owner will arrange to shut off indicated utilities when requested by Contractor.
3. Locate, identify, and disconnect utilities indicated to be abandoned in place.
4. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
   a. Notify the Owner not less than two days in advance of proposed utility interruptions.
   b. Do not proceed with utility interruptions without the Owner 's written permission.
5. Excavate for and remove underground utilities indicated to be removed.
   OR
   Removal of underground utilities is included in Division 21 OR Division 22 OR Division 23 OR Division 26 OR Division 28.

E. Clearing And Grubbing
1. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
   a. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
   b. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches (450 mm) below exposed subgrade.
   c. Use only hand methods for grubbing within protection zones.

d. Chip removed tree branches and stockpile in areas approved by the Owner **OR** dispose of off-site, **as directed**.

2. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
   a. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

F. Topsoil Stripping
1. Remove sod and grass before stripping topsoil.
2. Strip topsoil to depth indicated on Drawings **OR** to depth of 6 inches (150 mm), **as directed**, in a manner to prevent intermingling with underlying subsoil or other waste materials.
   a. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; trash, debris, weeds, roots, and other waste materials.
3. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
   a. Limit height of topsoil stockpiles to 72 inches (1800 mm).
   b. Do not stockpile topsoil within protection zones.
   c. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
   d. Stockpile surplus topsoil to allow for respreading deeper topsoil.

G. Site Improvements
1. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
2. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
   a. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
   b. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

H. Disposal Of Surplus And Waste Materials
1. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
2. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 31 11 00 00

SECTION 32 01 11 53 - ASPHALT PAVING

1.1 GENERAL

A. Description Of Work
1. This specification covers the furnishing and installation of materials for asphalt paving. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary
1. Section Includes:
a. Cold milling of existing hot-mix asphalt pavement.
b. Hot-mix asphalt patching.
c. Hot-mix asphalt paving.
d. Hot-mix asphalt paving overlay.
e. Asphalt surface treatments.
f. Pavement-marking paint.

C. Definition
1. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

D. Submittals
1. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
a. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
b. Job-Mix Designs: For each job mix proposed for the Work.
2. Material Certificates: For each paving material, from manufacturer.

E. Quality Assurance
1. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.
2. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of State or local DOT for asphalt paving work.
a. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.
3. Preinstallation Conference: Conduct conference at Project site.

F. Delivery, Storage, And Handling
1. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
2. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

G. Project Conditions
1. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
a. Prime Coat: Minimum surface temperature of 60 deg F (15.6 deg C).

b. Tack Coat: Minimum surface temperature of 60 deg F (15.6 deg C).
c. Slurry Coat: Comply with weather limitations in ASTM D 3910.
d. Asphalt Base Course: Minimum surface temperature of 40 deg F (4.4 deg C) and rising at time of placement.
e. Asphalt Surface Course: Minimum surface temperature of 60 deg F (15.6 deg C) at time of placement.

2. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F (4.4 deg C) for oil-based materials **OR** 55 deg F (12.8 deg C) for water-based materials, **as directed**, and not exceeding 95 deg F (35 deg C).
3. Imprinted Asphalt Paving: Proceed with coating imprinted pavement only when air temperature is at least 50 deg F (10 deg C) and rising and will not drop below 50 deg F (10 deg C) within 8 hours of coating application. Proceed only if no precipitation is expected within two hours after applying the final layer of coating.

1.2 PRODUCTS

A. Aggregates
1. General: Use materials and gradations that have performed satisfactorily in previous installations.
2. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
3. Fine Aggregate: ASTM D 1073 or AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
a. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
4. Mineral Filler: ASTM D 242 or AASHTO M 17, rock or slag dust, hydraulic cement, or other inert material.

B. Asphalt Materials
1. Asphalt Binder: AASHTO M 320 or AASHTO MP 1a, PG 64-22 **OR** PG 58-28 **OR** PG 70-22, **as directed**.
2. Asphalt Cement: ASTM D 3381 for viscosity-graded material **OR** ASTM D 946 for penetration-graded material, **as directed**.
3. Prime Coat:
a. ASTM D 2027, medium-curing cutback asphalt, MC-30 or MC-70 **OR** MC-250, **as directed**.
OR
Asphalt emulsion prime coat complying with State or local DOT requirements.
4. Tack Coat: ASTM D 977 or AASHTO M 140 emulsified asphalt, or ASTM D 2397 or AASHTO M 208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
5. Fog Seal: ASTM D 977 or AASHTO M 140 emulsified asphalt, or ASTM D 2397 or AASHTO M 208 cationic emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.
6. Water: Potable.
7. Undersealing Asphalt: ASTM D 3141, pumping consistency.

C. Auxiliary Materials
1. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.
2. Sand: ASTM D 1073 or AASHTO M 29, Grade Nos. 2 or 3.

3. Paving Geotextile: AASHTO M 288, nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.
4. Joint Sealant: ASTM D 6690 or AASHTO M 324, Type I **OR** Type II or III **OR** Type IV, **as directed**, hot-applied, single-component, polymer-modified bituminous sealant.
5. Pavement-Marking Paint: Color shall be White **OR** Yellow **OR** Blue, **as directed**.
   a. Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N **OR** Type F **OR** Type S, **as directed**; colors complying with FS TT-P-1952.
      OR
      MPI #32 Alkyd Traffic Marking Paint.
      OR
      Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, Type II, with drying time of less than three **OR** 45, **as directed**, minutes.
      OR
      MPI #97 Latex Traffic Marking Paint.
6. Glass Beads: AASHTO M 247, Type 1.
7. Wheel Stops:
   a. Precast, air-entrained concrete, 2500-psi (17.2-MPa) minimum compressive strength, 4-1/2 inches (115 mm) high by 9 inches (225 mm) wide by 72 inches (1800 mm) long. Provide chamfered corners, drainage slots on underside, and holes for anchoring to substrate.
      OR
      Solid, integrally colored, 96 percent recycled HDPE or commingled postconsumer and postindustrial recycled plastic; UV stabilized; 4 inches (100 mm) high by 6 inches (150 mm) wide by 72 inches (1800 mm) long. Provide chamfered corners, drainage slots on underside, and holes for anchoring to substrate.
   b. Dowels: Galvanized steel, 3/4-inch (19-mm) diameter, 10-inch (254-mm) minimum length.
   c. Adhesive: As recommended by wheel-stop manufacturer for application to asphalt pavement.

D. Mixes
1. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction; designed according to procedures in AI MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements:
   a. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
   b. Base Course: In accordance with state or local DOT specifications.
   c. Surface Course: In accordance with state or local DOT specifications.
2. Hot-Mix Asphalt Based on ASTM D 3515 Requirements: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and designed according to procedures in AI MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types."
   a. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
   b. Provide mixes complying with composition, grading, and tolerance requirements in ASTM D 3515 for the following nominal, maximum aggregate sizes:
      1) Base Course: 1 inch (25 mm).
      2) Surface Course: 1/2 inch (13 mm).
3. Emulsified-Asphalt Slurry: ASTM D 3910, Type 1 **OR** Type 2 **OR** Type 3, **as directed**.

1.3 EXECUTION

A. Examination
1. Verify that subgrade is dry and in suitable condition to begin paving.
2. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
   a. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction

perpendicular to first direction. Limit vehicle speed to 3 mph (5 km/h).
   b. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).
   c. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by the Owner, and replace with compacted backfill or fill as directed.
3. Proceed with paving only after unsatisfactory conditions have been corrected.
4. Verify that utilities, traffic loop detectors, and other items requiring a cut and installation beneath the asphalt surface have been completed and that asphalt surface has been repaired flush with adjacent asphalt prior to beginning installation of imprinted asphalt.

B. Cold Milling
1. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
   a. Mill to a depth of 1-1/2 inches (38 mm) **OR** 2 inches (50 mm) **OR** 3 inches (75 mm), **as directed**.
   b. Mill to a uniform finished surface free of excessive gouges, grooves, and ridges.
   c. Control rate of milling to prevent tearing of existing asphalt course.
   d. Repair or replace curbs, manholes, and other construction damaged during cold milling.
   e. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
   f. Transport milled hot-mix asphalt to asphalt recycling facility.
   g. Keep milled pavement surface free of loose material and dust.

C. Patching
1. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches (300 mm) into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
2. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseat concrete pieces firmly.
   a. Pump hot undersealing asphalt under rocking slab until slab is stabilized or, if necessary, crack slab into pieces and roll to reseat pieces firmly.
   b. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.
3. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m).
   a. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
   b. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
4. Patching:
   a. Fill excavated pavements with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.
      OR
      Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

D. Repairs
1. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch (25 mm) in existing pavements.
   a. Install leveling wedges in compacted lifts not exceeding 3 inches (75 mm) thick.
2. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4 inch (6 mm).
   a. Clean cracks and joints in existing hot-mix asphalt pavement.

b. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch (6 mm) wide. Fill flush with surface of existing pavement and remove excess.
c. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch (6 mm) wide. Fill flush with surface of existing pavement and remove excess.

E. Surface Preparation
1. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
2. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
a. Mix herbicide with prime coat if formulated by manufacturer for that purpose.
3. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd. (0.7 to 2.3 L/sq. m). Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure.
a. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
b. Protect primed substrate from damage until ready to receive paving.
4. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m).
a. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
b. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

F. Paving Geotextile Installation
1. Apply tack coat **OR** asphalt binder **OR** asphalt cement, **as directed**, uniformly to existing pavement surfaces at a rate of 0.20 to 0.30 gal./sq. yd. (0.8 to 1.2 L/sq. m).
2. Place paving geotextile promptly according to manufacturer's written instructions. Broom or roll geotextile smooth and free of wrinkles and folds. Overlap longitudinal joints 4 inches (100 mm) and transverse joints 6 inches (150 mm).
a. Protect paving geotextile from traffic and other damage and place hot-mix asphalt paving overlay the same day.

G. Hot-Mix Asphalt Placing
1. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
a. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
b. Place hot-mix asphalt surface course in single lift.
c. Spread mix at minimum temperature of 250 deg F (121 deg C).
d. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
e. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
2. Place paving in consecutive strips not less than 10 feet (3 m) wide unless infill edge strips of a lesser width are required.
a. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
3. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

H. Joints
1. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt

course.

a. Clean contact surfaces and apply tack coat to joints.
b. Offset longitudinal joints, in successive courses, a minimum of 6 inches (150 mm).
c. Offset transverse joints, in successive courses, a minimum of 24 inches (600 mm).
d. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations" **OR** as shown on Drawings, **as directed**.
e. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
f. Compact asphalt at joints to a density within 2 percent of specified course density.

I. Compaction

1. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.

   a. Complete compaction before mix temperature cools to 185 deg F (85 deg C).
2. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
3. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
   a. Average Density:
      1) 96 percent of reference laboratory density according to ASTM D 6927 or AASHTO T 245, but not less than 94 percent nor greater than 100 percent.
         OR
         92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
4. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
5. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
6. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
7. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
8. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

J. Asphalt Curbs

1. Construct hot-mix asphalt curbs over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust. Spread mix at minimum temperature of 250 deg F (121 deg C).
   a. Asphalt Mix: Same as pavement surface-course mix.
2. Place hot-mix asphalt to curb cross section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms after hot-mix asphalt has cooled.

K. Installation Tolerances

1. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
   a. Base Course: Plus or minus 1/2 inch (13 mm).
   b. Surface Course: Plus 1/4 inch (6 mm), no minus.
2. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within

the following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:

a. Base Course: 1/4 inch (6 mm).
b. Surface Course: 1/8 inch (3 mm).
c. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch (6 mm).

3. Traffic-Calming Devices: Compact and form asphalt to produce the contour indicated and within a tolerance of plus or minus 1/8 inch (3 mm) of height indicated above pavement surface.

L. Surface Treatments
1. Fog Seals: Apply fog seal at a rate of 0.10 to 0.15 gal./sq. yd. (0.45 to 0.7 L/sq. m) to existing asphalt pavement and allow to cure. With fine sand, lightly dust areas receiving excess fog seal.
2. Slurry Seals: Apply slurry coat in a uniform thickness according to ASTM D 3910 and allow to cure.
   a. Roll slurry seal to remove ridges and provide a uniform, smooth surface.

M. Pavement Marking
1. Do not apply pavement-marking paint until layout, colors, and placement have been verified with the Owner.
2. Allow paving to age for 30 **OR** 90, **as directed**, days before starting pavement marking.
3. Sweep and clean surface to eliminate loose material and dust.
4. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).
   a. Broadcast glass beads uniformly into wet pavement markings at a rate of 6 lb/gal. (0.72 kg/L).

N. Wheel Stops
1. Install wheel stops in bed of adhesive as recommended by manufacturer.
2. Securely attach wheel stops to pavement with not less than two galvanized-steel dowels embedded at one-quarter to one-third points. Securely install dowels into pavement and bond to wheel stop. Recess head of dowel beneath top of wheel stop.

O. Field Quality Control
1. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
2. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
3. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
4. Traffic-Calming Devices: Finished height of asphalt speed bumps, humps, cushions, and tables above pavement will be measured for compliance with tolerances.
5. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979 or AASHTO T 168.
   a. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
   b. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
      1) One core sample will be taken for every 1000 sq. yd. (836 sq. m) or less of installed pavement, with no fewer than 3 cores taken.
      2) Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
6. Replace and compact hot-mix asphalt where core tests were taken.
7. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

P. Disposal
1. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.
a. Do not allow milled materials to accumulate on-site.

END OF SECTION 32 01 11 53

SECTION 32 01 11 53a - CEMENT CONCRETE PAVEMENT

1.1 GENERAL

A. Description Of Work
1. This specification covers the furnishing and installation of materials for cement concrete pavement. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary
1. Section Includes:
   a. Driveways.
   b. Roadways.
   c. Parking lots.
   d. Curbs and gutters.
   e. Walks.

C. Definitions
1. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

D. Submittals
1. Product Data: For each type of product indicated.
2. LEED Submittals:
   a. Product Data for Credit MR 4.1 and Credit MR 4.2: For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content. Include statement indicating costs for each product having recycled content.
   b. Design Mixtures for Credit ID 1.1: For each concrete mixture containing fly ash as a replacement for portland cement or other portland cement replacements. For each design mixture submitted, include an equivalent concrete mixture that does not contain portland cement replacements, to determine amount of portland cement replaced.
3. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.
4. Samples: For each type of product or exposed finish, prepared as Samples of size indicated below:
   a. Exposed Aggregate: 10-lb (4.5-kg) Sample of each mix.
   b. Wheel Stops: 6 inches (150 mm) long showing cross section; with fasteners.
   c. Preformed Traffic-Calming Devices: 6 inches (150 mm) long showing cross section; with fasteners.
5. Other Action Submittals:
   a. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
6. Qualification Data: For qualified Installer of detectable warnings, ready-mix concrete manufacturer and testing agency.
7. Material Certificates: For the following, from manufacturer:
   a. Cementitious materials.
   b. Steel reinforcement and reinforcement accessories.
   c. Fiber reinforcement.
   d. Admixtures.
   e. Curing compounds.

f. Applied finish materials.
g. Bonding agent or epoxy adhesive.
h. Joint fillers.

8. Material Test Reports: For each of the following:
   a. Aggregates. Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.
9. Field quality-control reports.

E. Quality Assurance
1. Detectable Warning Installer Qualifications: An employer of workers trained and approved by manufacturer of stamped concrete paving systems.
2. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
   a. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").
3. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
   a. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
4. Concrete Testing Service: Engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures.
5. ACI Publications: Comply with ACI 301 (ACI 301M) unless otherwise indicated.
6. Preinstallation Conference: Conduct conference at Project site.

F. Project Conditions
1. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
2. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F (4.4 deg C) for oil-based materials **OR** 55 deg F (12.8 deg C) for water-based materials, **as directed**, and not exceeding 95 deg F (35 deg C).

1.2 PRODUCTS

A. Forms
1. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
   a. Use flexible or uniformly curved forms for curves with a radius of 100 feet (30.5 m) or less. Do not use notched and bent forms.
2. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

B. Steel Reinforcement
1. Recycled Content: Provide steel reinforcement with an average recycled content of steel so postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.
2. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from as-drawn steel **OR** galvanized-steel, **as directed**, wire into flat sheets.
3. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
4. Epoxy-Coated Welded Wire Reinforcement: ASTM A 884/A 884M, Class A, plain steel.
5. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed.

6. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 (Grade 420) deformed bars.
7. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 (Grade 420) deformed bars.
8. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60 (Grade 420), deformed bars; assembled with clips.
9. Plain-Steel Wire: ASTM A 82/A 82M, as drawn **OR** galvanized, **as directed**.
10. Deformed-Steel Wire: ASTM A 496/A 496M.
11. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A coated, plain **OR** deformed, **as directed**.
12. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420) plain-steel bars; zinc coated (galvanized) after fabrication according to ASTM A 767/A 767M, Class I coating, **as directed**. Cut bars true to length with ends square and free of burrs.
13. Epoxy-Coated, Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 (Grade 420), plain-steel bars.
14. Tie Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
    OR
    Hook Bolts: ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6), internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
15. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
    a. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
    b. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
16. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.
17. Zinc Repair Material: ASTM A 780.

C. Concrete Materials
1. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:
    a. Portland Cement: ASTM C 150, gray **OR** white, **as directed**, portland cement Type I **OR** Type II **OR** Type I/II **OR** Type III **OR** Type V, **as directed**. Supplement with the following, **as directed**:
        1) Fly Ash: ASTM C 618, Class C or Class F.
        2) Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
    b. Blended Hydraulic Cement: ASTM C 595, Type IS, portland blast-furnace slag **OR** Type IP, portland-pozzolan, **as directed**, cement.
2. Normal-Weight Aggregates: ASTM C 33, Class 4S **OR** Class 4M **OR** Class 1N, **as directed**, uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials, **as directed**.
    a. Maximum Coarse-Aggregate Size: 1-1/2 inches (38 mm) **OR** 1 inch (25 mm) **OR** 3/4 inch (19 mm), **as directed**, nominal.
    b. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
3. Exposed Aggregate: Selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate as follows:
    a. Aggregate Sizes: 3/4 to 1 inch (19 to 25 mm) **OR** 1/2 to 3/4 inch (13 to 19 mm) **OR** 3/8 to 5/8 inch (10 to 16 mm), **as directed**, nominal.
    b. Aggregate Source, Shape, and Color: A**s required to meet Project requirements**.

4. Water: Potable and complying with ASTM C 94/C 94M.
5. Air-Entraining Admixture: ASTM C 260.
6. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
   a. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
   b. Retarding Admixture: ASTM C 494/C 494M, Type B.
   c. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
   d. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
   e. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
   f. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
7. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, free of carbon black, **as directed**, nonfading, and resistant to lime and other alkalis.

D. Fiber Reinforcement
1. Synthetic Fiber: Monofilament or fibrillated polypropylene fibers engineered and designed for use in concrete paving, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches (13 to 38 mm) long.

E. Curing Materials
1. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry or cotton mats.
2. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
3. Water: Potable.
4. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
5. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
6. White, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B, dissipating.

F. Related Materials
1. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork in preformed strips.
2. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
3. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
4. Epoxy Bonding Adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:
   a. Types I and II, non-load bearing **OR** Types IV and V, load bearing, **as directed**, for bonding hardened or freshly mixed concrete to hardened concrete.
5. Chemical Surface Retarder: Water-soluble, liquid, set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch (3 to 6 mm).
6. Pigmented Mineral Dry-Shake Hardener: Factory-packaged, dry combination of portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use color pigments that are finely ground, nonfading mineral oxides interground with cement.
7. Rock Salt: Sodium chloride crystals, kiln dried, coarse gradation with 100 percent passing 3/8-inch (9.5-mm) sieve and 85 percent retained on a No. 8 (2.36-mm) sieve.

G. Detectable Warning Materials
1. Detectable Warning Stamp: Semirigid polyurethane mats with formed underside capable of imprinting detectable warning pattern on plastic concrete; perforated with a vent hole at each dome.
   a. Size of Stamp: One piece matching detectable warning area shown on Drawings **OR** 24 by 24 inches (610 by 610 mm) **OR** 24 by 36 inches (610 by 914 mm) **OR** 24 by 48 inches (610 by 1220 mm) **OR** 26 by 26 inches (660 by 660 mm) **OR** 26 by 36 inches (660 by 914 mm), **as directed**.
2. Liquid Release Agent: Manufacturer's standard, clear, evaporating formulation designed to facilitate release of stamp mats.

H. Pavement Markings
1. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N **OR** Type F **OR** Type S, **as directed**; colors complying with FS TT-P-1952.
   a. Color: White **OR** Yellow **OR** Blue **OR** As indicated, **as directed**.
2. Pavement-Marking Paint: MPI #32 Alkyd Traffic Marking Paint.
   a. Color: White **OR** Yellow **OR** Blue **OR** As indicated, **as directed**.
3. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, Type II, with drying time of less than three **OR** 45, **as directed**, minutes.
   a. Color: White **OR** Yellow **OR** Blue **OR** As indicated, **as directed**.
4. Pavement-Marking Paint: MPI #97 Latex Traffic Marking Paint.
   a. Color: White **OR** Yellow **OR** Blue **OR** As indicated, **as directed**.
5. Glass Beads: AASHTO M 247, Type 1 **OR** FS TT-B-1325, Type 1A, **as directed**.

I. Wheel Stops
1. Wheel Stops: Precast, air-entrained concrete, 2500-psi (17.2-MPa) minimum compressive strength, 4-1/2 inches (115 mm) high by 9 inches (225 mm) wide by 72 inches (1820 mm) long. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
   a. Dowels: Galvanized steel, 3/4 inch (19 mm) in diameter, 10-inch (254-mm) minimum length.
2. Wheel Stops: Solid, integrally colored, 96 percent recycled HDPE, or commingled postconsumer and postindustrial recycled rubber or plastic; UV stabilized; 4 inches (100 mm) high by 6 inches (150 mm) wide by 72 inches (1820 mm) long. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
   a. Color: Black **OR** Yellow **OR** Gray **OR** Green **OR** Blue, **as directed**.
   b. Dowels: Galvanized steel, 3/4 inch (19 mm) in diameter, 10-inch (254-mm) minimum length.
   c. Adhesive: As recommended by wheel stop manufacturer for application to concrete pavement.

J. Concrete Mixtures
1. Prepare design mixtures, proportioned according to ACI 301 (ACI 301M), for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
   a. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
   b. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.
2. Proportion mixtures to provide normal-weight concrete with the following properties:
   a. Compressive Strength (28 Days): 4500 psi (31 MPa) **OR** 4000 psi (27.6 MPa) **OR** 3500 psi (24.1 MPa) **OR** 3000 psi (20.7 MPa), **as directed**.
   b. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45 **OR** 0.50, **as directed**.
   c. Slump Limit: 4 inches (100 mm) **OR** 5 inches (125 mm) **OR** 8 inches (200 mm), **as**

directed, plus or minus 1 inch (25 mm).

3. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
   a. Air Content: 5-1/2 **OR** 4-1/2 **OR** 2-1/2, **as directed**, percent plus or minus 1.5 percent for 1-1/2-inch (38-mm) nominal maximum aggregate size.
   b. Air Content: 6 **OR** 4-1/2 **OR** 3, **as diredcted**, percent plus or minus 1.5 percent for 1-inch (25-mm) nominal maximum aggregate size.
   c. Air Content: 6 **OR** 5 **OR** 3-1/2, **as directed**, percent plus or minus 1.5 percent for 3/4-inch (19-mm) nominal maximum aggregate size.
4. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 **OR** 0.30, **as directed**, percent by weight of cement.
5. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
   a. Use water-reducing admixture **OR** high-range, water-reducing admixture **OR** high-range, water-reducing and retarding admixture **OR** plasticizing and retarding admixture, **as directed**, in concrete as required for placement and workability.
   b. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
6. Cementitious Materials: Limit percentage by weight of cementitious materials other than portland cement according to ACI 301 (ACI 301M) requirements for concrete exposed to deicing chemicals **OR** as follows, **as directed**:
   a. Fly Ash or Pozzolan: 25 percent.
   b. Ground Granulated Blast-Furnace Slag: 50 percent.
   c. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.
7. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd. (0.60 kg/cu. m) **OR** 1.5 lb/cu. yd. (0.90 kg/cu. m), **as directed**.
8. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

K. Concrete Mixing
1. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, **as directed**. Furnish batch certificates for each batch discharged and used in the Work.
   a. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
2. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
   a. For concrete batches of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
   b. For concrete batches larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
   c. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

1.3 EXECUTION

A. Examination
1. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
2. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
   a. Completely proof-roll subbase in one direction and repeat in perpendicular direction, **as directed**. Limit vehicle speed to 3 mph (5 km/h).

b. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).
c. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch (13 mm) according to requirements in Division 31 Section "Earth Moving".

3. Proceed with installation only after unsatisfactory conditions have been corrected.

B. Preparation
1. Remove loose material from compacted subbase surface immediately before placing concrete.

C. Edge Forms And Screed Construction
1. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
2. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

D. Steel Reinforcement
1. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
2. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
3. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
4. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
5. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.
6. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.
7. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch (50-mm) overlap of adjacent mats.

E. Joints

1. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
a. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
2. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
a. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
b. Provide tie bars at sides of paving strips where indicated.
c. Butt Joints: Use bonding agent **OR** epoxy bonding adhesive, **as directed**, at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
d. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches (38 mm) into concrete.
e. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
3. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
a. Locate expansion joints at intervals of 50 feet (15.25 m) unless otherwise indicated.

b. Extend joint fillers full width and depth of joint.
c. Terminate joint filler not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.
d. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
e. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
f. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

4. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows, to match jointing of existing adjacent concrete paving:
   a. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch (6-mm) **OR** 3/8-inch (10-mm), **as directed**, radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces, **as directed**.
      1) Tolerance: Ensure that grooved joints are within 3 inches (75 mm) either way from centers of dowels.
   b. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
      1) Tolerance: Ensure that sawed joints are within 3 inches (75 mm) either way from centers of dowels.
   c. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
   d. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch (6-mm) **OR** 3/8-inch (10-mm), **as directed**, radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces, **as directed**.

F. Concrete Placement

1. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
2. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
3. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
4. Comply with ACI 301 (ACI 301M) requirements for measuring, mixing, transporting, and placing concrete.
5. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
6. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
7. Consolidate concrete according to ACI 301 (ACI 301M) by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
   a. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
8. Screed paving surface with a straightedge and strike off.
9. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
10. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and

gutters to required cross section, lines, grades, finish, and jointing.

11. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
    a. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.
12. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
    a. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
    b. Do not use frozen materials or materials containing ice or snow.
    c. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
13. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and as follows when hot-weather conditions exist:
    a. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
    b. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
    c. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

G. Float Finishing
1. General: Do not add water to concrete surfaces during finishing operations.
2. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
    a. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
    b. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
    c. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch (1.6 to 3 mm) deep with a stiff-bristled broom, perpendicular to line of traffic.

H. Special Finishes
1. Monolithic Exposed-Aggregate Finish: Expose coarse aggregate in paving surface as follows:
    a. Immediately after float finishing, spray-apply chemical surface retarder to paving according to manufacturer's written instructions.
    b. Cover paving surface with plastic sheeting, sealing laps with tape, and remove when ready to continue finishing operations.
    c. Without dislodging aggregate, remove mortar concealing the aggregate by lightly brushing surface with a stiff, nylon-bristle broom. Do not expose more than one-third of the average diameter of the aggregate and not more than one-half of the diameter of the smallest aggregate.
    d. Fine-spray surface with water and brush. Repeat cycle of water flushing and brushing until cement film is removed from aggregate surfaces to depth required.
2. Seeded Exposed-Aggregate Finish: Immediately after initial floating, spread a single layer of aggregate uniformly on paving surface. Tamp aggregate into plastic concrete and float finish to entirely embed aggregate with mortar cover of 1/16 inch (1.6 mm).
    a. Spray-apply chemical surface retarder to paving according to manufacturer's written

instructions.

b. Cover paving surface with plastic sheeting, sealing laps with tape, and remove sheeting when ready to continue finishing operations.

c. Without dislodging aggregate, remove mortar concealing the aggregate by lightly brushing surface with a stiff, nylon-bristle broom. Do not expose more than one-third of the average diameter of the aggregate and not more than one-half of the diameter of the smallest aggregate.

d. Fine-spray surface with water and brush. Repeat cycle of water flushing and brushing until cement film is removed from aggregate surfaces to depth required.

3. Slip-Resistive Aggregate Finish: Before final floating, spread slip-resistive aggregate finish on paving surface according to manufacturer's written instructions and as follows:

a. Uniformly spread 25 lb/100 sq. ft. (12 kg/10 sq. m) **OR** 40 lb/100 sq. ft. (19.5 kg/10 sq. m) **OR** 60 lb/100 sq. ft. (29 kg/10 sq. m), **as directed**, of dampened, slip-resistive aggregate over paving surface in two applications. Tamp aggregate flush with surface using a steel trowel, but do not force below surface.

b. Uniformly distribute approximately two-thirds of slip-resistive aggregate over paving surface with mechanical spreader, allow to absorb moisture, and embed by power floating. Follow power floating with a second slip-resistive aggregate application, uniformly distributing remainder of material at right angles to first application to ensure uniform coverage, and embed by power floating.

c. Cure concrete with curing compound recommended by slip-resistive aggregate manufacturer. Apply curing compound immediately after final finishing.

d. After curing, lightly work surface with a steel wire brush or abrasive stone and water to expose nonslip aggregate.

4. Rock-Salt Finish: After initial floating **OR** troweling **OR** brooming, **as directed**, uniformly spread rock salt over paving surface at the rate of 5 lb/100 sq. ft. (0.2 kg/10 sq. m).

a. Embed rock salt into plastic concrete with roller or magnesium float.

b. Cover paving surface with 1-mil- (0.025-mm-) thick polyethylene sheet and remove sheet when concrete has hardened and seven-day curing period has elapsed.

c. After seven-day curing period, saturate concrete with water and broom-sweep surface to dissolve remaining rock salt, thereby leaving pits and holes.

5. Pigmented Mineral Dry-Shake Hardener Finish: After initial floating, apply dry-shake materials to paving surface according to manufacturer's written instructions and as follows:

a. Uniformly spread dry-shake hardener at a rate of 100 lb/100 sq. ft. (49 kg/10 sq. m), unless greater amount is recommended by manufacturer to match paving color required.

b. Uniformly distribute approximately two-thirds of dry-shake hardener over the concrete surface with mechanical spreader; allow hardener to absorb moisture and embed it by power floating. Follow power floating with a second application of pigmented mineral dry-shake hardener, uniformly distributing remainder of material at right angles to first application to ensure uniform color, and embed hardener by final power floating.

c. After final power floating, apply a hand-trowel finish followed by a broom finish.

d. Cure concrete with curing compound recommended by dry-shake hardener manufacturer. Apply curing compound immediately after final finishing.

I. Detectable Warnings

1. Blockouts: Form blockouts in concrete for installation of detectable paving units specified in Division 32 Section "Unit Paving".

a. Tolerance for Opening Size: Plus 1/4 inch (6 mm), no minus.

2. Stamped Detectable Warnings: Install stamped detectable warnings as part of a continuous concrete paving placement and according to stamp-mat manufacturer's written instructions.

a. Before using stamp mats, verify that the vent holes are unobstructed.

b. Apply liquid release agent to the concrete surface and the stamp mat.

c. Stamping: While initially finished concrete is plastic **OR** After application and final floating of pigmented mineral dry-shake hardener, **as directed**, accurately align and place stamp mats in sequence. Uniformly load, gently vibrate, and press mats into concrete to produce imprint pattern on concrete surface. Load and tamp mats directly perpendicular to the stamp-mat surface to prevent distortion in shape of domes. Press and tamp until mortar

begins to come through all of the vent holes. Gently remove stamp mats.

d. Trimming: After 24 hours, cut off the tips of mortar formed by the vent holes.

e. Remove residual release agent according to manufacturer's written instructions, but no fewer than three days after stamping concrete. High-pressure-wash surface and joint patterns, taking care not to damage stamped concrete. Control, collect, and legally dispose of runoff.

J. Concrete Protection And Curing

1. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
2. Comply with ACI 306.1 for cold-weather protection.
3. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
4. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
5. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
   a. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
      1) Water.
      2) Continuous water-fog spray.
      3) Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

   b. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm) and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period using cover material and waterproof tape.
   c. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

K. Paving Tolerances

1. Comply with tolerances in ACI 117 and as follows:
   a. Elevation: 3/4 inch (19 mm).
   b. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
   c. Surface: Gap below 10-foot- (3-m-) long, unleveled straightedge not to exceed 1/2 inch (13 mm).
   d. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches (13 mm per 300 mm) of tie bar.
   e. Lateral Alignment and Spacing of Dowels: 1 inch (25 mm).
   f. Vertical Alignment of Dowels: 1/4 inch (6 mm).
   g. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches (6 mm per 300 mm) of dowel.
   h. Joint Spacing: 3 inches (75 mm).
   i. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
   j. Joint Width: Plus 1/8 inch (3 mm), no minus.

L. Pavement Marking

1. Do not apply pavement-marking paint until layout, colors, and placement have been verified with the Owner.
2. Allow concrete paving to cure for a minimum of 28 days and be dry before starting pavement marking.
3. Sweep and clean surface to eliminate loose material and dust.

4. Apply paint with mechanical equipment to produce markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).
   a. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to concrete surface. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.
   b. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal. (0.72 kg/L).

M. Wheel Stops
1. Install wheel stops in bed of adhesive applied as recommended by manufacturer.
2. Securely attach wheel stops to paving with not less than two steel **OR** galvanized-steel, **as directed**, dowels located at one-quarter to one-third points. Install dowels in drilled holes in the paving and bond dowels to wheel stop. Recess head of dowel beneath top of wheel stop.

N. Field Quality Control
1. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

2. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
   a. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) **OR** 5000 sq. ft. (465 sq. m), **as directed**, or fraction thereof of each concrete mixture placed each day.
      1) When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
   b. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
   c. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
   d. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when it is 80 deg F (27 deg C) and above, and one test for each composite sample.
   e. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
   f. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
      1) A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
3. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
4. Test results shall be reported in writing to the Owner, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
5. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by the Owner but will not be used as sole basis for approval or rejection of concrete.
6. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by the Owner.
7. Concrete paving will be considered defective if it does not pass tests and inspections.
8. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

9. Prepare test and inspection reports.

O. Repairs And Protection
1. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by the Owner.
2. Drill test cores, where directed by the Owner, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
3. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
4. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 01 11 53a

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SECTION 32 01 17 61 - CRACK SEALING OF BITUMINOUS PAVEMENTS

1.1 GENERAL

A. Description Of Work
1. This specification covers the furnishing and installation of materials for crack sealing of bituminous pavements. Products shall match existing materials and/or shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Submittals
1. Manufacturer's Recommendations: Where installation procedures, or any part thereof, are required to be in accordance with the manufacturer's recommendations, printed copies of these recommendations shall be submitted to the Owner. Installation of the material will not be allowed until the recommendations are received. Failure to furnish these recommendations can be cause for rejection of the material.
2. Schedules/Construction Equipment List: List of proposed equipment to be used in performance of construction work including descriptive data shall be submitted to the Owner.
3. Samples: Samples of the materials (sealant, primer if required, and backup material), in sufficient quantity for testing and approval shall be submitted to the Owner. No material will be allowed to be used until it has been approved.

C. Safety: Joint sealant shall not be placed within 25 feet of any liquid oxygen (LOX) equipment, LOX storage, or LOX piping. Joints in this area shall be thoroughly cleaned and left unsealed.

D. Test Requirements: The joint sealant and backup or separating material shall be tested for conformance with the referenced applicable material specification. Testing of the materials shall be performed in an approved independent laboratory and certified copies of the test reports shall be submitted and approved prior to the use of the materials at the job site. Samples will be retained by the Owner for possible future testing should the materials appear defective during or after application. Conformance with the requirements of the laboratory tests specified will not constitute final acceptance of the materials. Final acceptance will be based on the performance of the in-place materials.

E. Equipment: Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and shall be maintained in satisfactory condition at all times.

1.2 PRODUCTS

A. Materials
1. Liquid Asphalt: ASTM D 2027, Grade MC-250.
2. Emulsified Asphalt: ASTM D 977, Grade AS-2.
3. Sealing Compound: ASTM D 3405.
4. Backer Rod: ASTM D 5249.
5. Fine Aggregate: Natural sand or crusher dust having a maximum size of not more than 1/8 inch and be free of clay or organic-matter.

1.3 EXECUTION

A. Preparation:
   1. All cracks to be sealed shall be cleaned of dirt and debris, and moisture shall be removed.
   2. Crack Cleaning Equipment shall consist of a portable air compressor with hose and nozzles for directing air directly into cracks and stiff bristle brooms.
   3. Heating Equipment for Liquid Asphalt shall be mobile and shall be equipped with an agitating device for stirring material during heating, a thermometer, regulating equipment for heat control, and a gravity-type draw-off valve.
   4. Heating Equipment for Sealing Compound: Unless otherwise required by the manufacturer's recommendations, the equipment shall be mobile and shall consist of double-boiler, agitator-type kettles with oil medium in the outer space for heat transfer. The applicator unit shall be so designed that the sealant will circulate through the delivery hose and return to the inner kettle when not sealing cracks.
   5. Application Equipment shall have a spout or nozzle of such size that the sealing material will be placed in the cracks without entrapping air in cracks or spreading material on adjacent pavement surface.

B. Installation:
   1. Backer Rod: Install backer in accordance with manufacturer’s instructions where required under sealing compound.
   2. Sealing Compound: All cracks 1/8 inch wide and wider shall be sealed. The application temperature for sealing compound shall comply with ASTM C 1193. Cracks 1/2 inch wide and wider shall be filled with a slurry of fine sand and an emulsified asphalt or liquid asphalt. After the slurry has cured, cracks shall be sealed with liquid asphalt or emulsified asphalt and lightly sanded.
   3. Liquid and Emulsified Asphalt Sealer: The temperature shall be varied so that it flows freely into cracks and completely fills cracks without entrapping air. Cracks shall be free of moisture before filling and shall be filled slightly above the pavement surface. When excess sealer has been removed, the sealer shall be covered with fine sand.
   4. Traffic Control: Traffic will not be permitted over sealed cracks until the sealer has cooled so that it is not picked up by vehicle tires. The Contractor will be responsible for all barricades and flagmen necessary to control traffic.

END OF SECTION 32 01 17 61

SECTION 32 01 17 61a - SPRAY APPLICATIONS, SEAL COATS, AND SURFACE TREATMENTS

1.1 GENERAL

A. Description Of Work
1. This specification covers the furnishing and installation of materials for the spray applications, seal coats, and surface treatments of asphalt concrete pavements. Products shall match existing materials and/or shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Submittals
1. Product Data: For each type of product indicated.

1.2 PRODUCTS

A. Bituminous Material: Bituminous material shall be liquid asphalt complying with ASTM D 2028, Grade RC-25O, or tar complying with ASTM D 490, Grade RT-6.

B. Aggregate: Aggregates shall consist of crushed stone, crushed gravel, or crushed slag. The moisture content of the aggregate shall be such that the aggregate will be readily coated with the bituminous material. Aggregate gradations shall be in compliance with ASTM C 136.

C. Construction Equipment
1. Bituminous Distributor shall be designed and equipped to distribute the bituminous material uniformly at even heat on variable widths of surface at readily determined and controlled rates and pressures recommended by the manufacturer and with an allowable variation from any specified rate not exceeding 5 percent.
2. Single-Pass Surface Treatment Machine shall be capable of distributing the bituminous material and aggregates uniformly in controlled amounts in a single-pass operation over the surface to be sealed.
3. Heating Equipment for Storage Tanks shall consist of steam coils, hot oil coils, or electrical coils. If steam or hot oil coils are used, the coils must be so designed and maintained that the bituminous material cannot become contaminated.
4. Power Rollers shall be the self-propelled tandem and three-wheel type rollers, weighing not less than 5 tons and shall be suitable for rolling bituminous pavements.
5. Self-Propelled Pneumatic-Tired rollers shall have a total compacting width of not less than 60 inches. The gross weight shall be adjustable within the ranges of 200 to 350 lb/in. of compacting width.
6. Spreading Equipment: Aggregate spreading equipment shall be adjustable and capable of spreading aggregate at controlled amounts per square yard.
7. Drags: Broom drags shall consist of brooms mounted on a frame, designed to spread fine aggregate uniformly over the surface of a bituminous pavement. Towing equipment shall have pneumatic tires.
8. Brooms and Blowers shall be of the power type and shall be suitable for cleaning surfaces of bituminous pavements.

1.3 EXECUTION

A. Installation

1. Spreading Aggregate: Application of seal aggregate shall immediately follow the application of bituminous material, and in no case shall the time to application exceed 15 minutes.
2. Brooming and Rolling: Begin the rolling operations immediately following the application of cover aggregate. Rolling shall be accomplished with pneumatic-tired rollers; steel-wheeled rollers shall be used in a supplementary capacity only. All surplus aggregate shall be swept off the surface and removed not less than 26 hours or more than four days after rolling is completed.

END OF SECTION 32 01 17 61a

SECTION 32 17 26 00 - TACTILE/DETECTABLE WARNING TILE

1.1 GENERAL

A. Description Of Work
1. This specification covers the furnishing and installation of materials for tactile/detectable warning tile. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Submittals
1. Product data for each specified product.
2. Shop drawings, showing detailed plans of tile profile, fastener locations, and installation methods
3. Two (2) tile samples, minimum size 6” x 8” of the kind proposed for use.
4. Material Test Reports: Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated. All test reports shall be conducted on a cast-in-place tactile panel system as certified by a qualified independent testing laboratory.
5. Maintenance Instructions: Submit copies of manufacturer’s specified maintenance practices for each type of tactile tile and accessory as required.

C. Quality Control
1. Americans with Disabilities Act (ADA): Provide tactile warning surfaces, which comply with the detectable warnings on walking surfaces, section of the Americans with Disabilities Act (Title 49 CFR TRANSPORTATION, PART 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES.
2. California Code of Regulations (CCR): Provide only approved DSAAC detectable warning products as provided in the California Code of Regulations (CCR). Title 24, Part 1, Articles 2, 3 and 4 and Part 2, Section 205 definition of “Detectable Warning”. Section 1127B.5 for “Curb Ramps” and Section 1133B.8.5 for “Detectable Warnings at Hazardous Vehicle Area’s”.
3. Performance: Tiles shall meet or exceed the following criteria:
   a. Water Absorption: 0.35% maximum, when tested in accordance with ASTM D570.
   b. Slip Resistance: 0.90 minimum combined wet/ dry static coefficient of friction on top of domes and field area, when tested in accordance with ASTM C1028.
   c. Compressive Strength: 18,000 psi minimum, when tested in accordance with ASTM D695.
   d. Tensile Strength: 10,000 psi minimum, when tested in accordance with ASTM D638.
   e. Flexural Strength: 24,000 psi minimum, when tested in accordance with ASTM C293.
   f. Gardner Impact: 450 inch-pounds per inch minimum, when tested in accordance with Geometry “GE” of ASTM D5420.
   g. Chemical Stain Resistance: No reaction to 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint, when tested in accordance with ASTM D543.
   h. Wear Depth: 0.03” maximum, after 1000 abrasion cycles of 40 grit Norton Metallite sandpaper, when tested in accordance with ASTM D2486-Modified.
   i. Flame Spread: 25 maximum, when tested in accordance with ASTM E84.
   j. Accelerated Weathering: No deterioration, fading or chalking for 2000 hours, when tested in accordance with ASTM D2565.
4. Tactile warning tiles embedded in or adhered to concrete shall meet or exceed the following performance criteria:
   a. Accelerated Aging and Freeze Thaw of Adhesive System: No cracking, delamination, warping, checking, blistering, color change, loosening, etc. when tested in accordance with ASTM D1037.

b. Salt and Spray Performance: No deterioration after 100 hours of exposure, when tested in accordance with ASTM B117.

D. Delivery, Storage And Handling
1. Tiles shall be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy wrappings, and tile type shall be identified by part number.
2. Tiles shall be delivered to location at building site for storage prior to installation.

E. Warranty
1. Installed tiles shall be warranted for a minimum of five (5) years against failure of adhesives, fasteners and sealants.

1.2 PRODUCT

A. Materials
1. Vitrified Polymer Composite (VPC) tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. The tile shall incorporate an in-line dome pattern of truncated domes. For wheelchair safety the field area shall consist of a non-slip surface with a minimum of 40 - 90º raised points 0.045" high, per square inch.
2. Color: Safety Yellow, (Federal Color # 33538) colorfast, UV stabilized coating. Color shall be homogeneous throughout the tile.

B. Cast-In-Place Tactile Tile
1. Tile shall be minimum 1-3/8" thick, with minimum 3/8" thick face and ribs designed for after-pour embedment in concrete.

C. Modular Paver Tactile Tile
1. Pre-cast with a 1-3/8" thick reinforced epoxy polymer concrete core.
a. Polymer Concrete and/or epoxy resin properties shall meet or exceed the following criteria:

Tensile Strength of Resin:	greater than 7,000psi; ASTM D638
Modulus of Elasticity of Resin:	greater than 4,000psi; ASTM D638
Bond Strength of Polymeric Concrete:	greater than 8,000psi; ASTM C551

2. Accessories:
a. Adhesive: Urethane elastomeric adhesive.
b. Backer Rod: ASTM C 1330, Type C (closed-cell material with a surface skin) **OR** Type O (open-cell material) **OR** Type B (bicellular material with a surface skin), **as directed**, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance

1.3 EXECUTION

A. Installation
1. Installation shall be in strict compliance with manufacturer's printed instructions.

END OF SECTION 32 17 26 00

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 13
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors
Sonoma County Water Agency Board of Directors
Sonoma County Agricultural Preservation and Open Space District, Board of Directors
Community Development Commission

Board Agenda Date: June 6, 2017	**Vote Requirement:** 4/5
Department or Agency Name(s): Human Resources/County Counsel	
Staff Name and Phone Number:	**Supervisorial District(s):**
Janell Crane, (707) 565-2885 Debbie Latham (707) 565-3101	All

Title: Legal Services Agreements

Recommended Actions:

Authorize County Counsel to replace expiring legal service contracts with the law firms of Robinson &Wood, Inc and McNamara, Ney, Beatty, Slattery, Borges & Ambacher, LLP, with new legal service agreements for tort defense legal services for a (37) month term from 6/1/17 through 6/30/20, with contract maximum limits not to exceed $1,500,000 each, over the term of the agreement.

Executive Summary:

The County of Sonoma has been self-insured for general and automobile liability since 1986 and from time to time retains various outside defense firms to represent the County in tort claims and civil litigation filed in State and Federal Courts. Law firms are assigned cases based upon their ability and specific experience with public entity defense. Board Resolution No. 85-2577 delegates responsibility for the oversight and management of civil litigation to County Counsel in consultation with the Risk Management Division of Human Resources. Both departments are responsible for the coordination and oversight of the work performed by outside counsel. The Risk Management Division is responsible for the administration of all tort claims and litigation and County Counsel provides legal oversight and advice.

Both firms were selected to provide legal services through a competitive process conducted by County Counsel and the HR Risk Management Division. All legal services invoices are reviewed and approved by the Liability Manager, who tracks all work and expenses. These agreements are for an amount not to

exceed $1,500,000, with a term ending June 30, 2020. Costs incurred with the firms will not exceed the maximum contract limits without authorization from your Board.

Discussion:

McNamara, Ney, Beatty, Slattery, Borges & Ambacher LLP were one of 18 firms that responded to a Request for Proposal for Liability Counsel in 2015. A committee of County Counsel and Human Resources staff invited 11 firms to oral interviews and ultimately selected 6 firms to provide legal services. One of the 6 firms recently terminated their agreement with the County. Therefore, the County has elected to elevate the next ranked proposer, McNarmara, Ney, Beatty, Slattery, Borges & Ambacher, LLP, to provide these services.

Although County Counsel continues to increase its in-house litigation capacity, outside counsel needs will remain for some cases that require specialized expertise or for cases in which County Counsel may have a conflict or lack internal capacity. Robinson & Wood, Inc. was selected following a request for qualifications process that included County Counsel, Risk Management and the Sheriff's Office and an extensive interview process. . One Robinson & Wood attorney working with the County, Jesse Ruiz, has more than thirty years' experience as a trial lawyer and has been selected by his peers to be designated one of "The Best Lawyers in America."

The proposed hourly rate for attorneys with more than 15 years of public entity experience is $235, consistent with the fees negotiating in 2015. The proposed hourly rate for complex employment matters is $275, due to the complexity of employment matters and the highly specialized nature of this area of the law. The agreements proposed are fee for service contracts with no minimum or maximum amount of work guaranteed to the firms. The Agreements also contain a termination clause which allows the County to terminate the agreements at any time. Actual costs will depend on future litigation or specific projects assigned to each firm. All assignments are reviewed by County Counsel and Human Resources' Risk Management staff.

Depending upon the number of cases assigned, the $1,500,000 limit may never be reached, or may require a contract amendment which would be presented to your Board for authorization. The cap amount is the same maximum amount requested for past contracts and is recommended in order to provide flexibility depending on case needs.

Prior Board Actions:

06/16/15: Authorized County Counsel to execute legal services agreements for tort defense legal services with 6 law firms.

Strategic Plan Alignment Goal 3: Invest in the Future

By establishing pre-negotiated contract rates that will not fluctuate for a minimum of 37 months.

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses		$1,,000,000	$1,000,000
Additional Appropriation Requested			
Total Expenditures		**$1,000,000**	**$1,000,0000**
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		$1,000,000	$1,000,000
Use of Fund Balance			
Contingencies			
Total Sources		**$1,000,000**	**$1,000,000**

Narrative Explanation of Fiscal Impacts:

Approximate annual costs for the terms of the agreements will be $500,000 each. Legal Services are budgeted in the Human Resources Self-Insurance Liability budget – Fund 5123-, Dept. 23022500, Account# 51211 (mostly funded through contributions from all county departments/agencies). There are sufficient appropriations budgeted for FY 16/17, and funding is included in the Human Resources FY 2017/18 recommended budget. Funding for the remaining years will be included in future year budgets.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

Attachment A: Agreement with McNarmara, Ney, Beatty, Slattery, Borges & Ambacher, LLP.
Attachment B: Agreement with Robinson & Wood, Inc.

Related Items "On File" with the Clerk of the Board:

LEGAL SERVICES AGREEMENT

This Agreement dated as of June 1, 2017 ("Effective Date"), is made by and between the County of Sonoma ("County") and **McNamara, Ney, Beatty, Slattery, Borges & Ambacher LLP** ("Attorney"). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

R E C I T A L S

WHEREAS, Attorney specializes in public agency tort defense of claims and civil litigation and has significant experience and recognized expertise in that area; and

WHEREAS, County has determined that Attorney's assistance is needed in connection with various tort claims and civil litigation filed in State and Federal Courts;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

A G R E E M E N T

1. Services. Attorney will provide advisory and representation services to County through the appropriate Authorized Representative as follows: Provide legal representation of County in regards to Tort litigation matters and other claims administered by the County of Sonoma Risk Management program as directed by County Counsel in consultation with the Human Resources Department, Risk Management Division. Attorneys understand and agree that the County is the client, acting by and through the Board of Supervisors. Attorneys shall provide those legal services reasonably required to represent the County's interests in such matters. All litigation matters will be provided consistent with the County's Litigation Management Guidelines, attached hereto as **Exhibit A** and incorporated herein by reference.

2. Compensation. Compensation to Attorney for services shall be at the rates set forth in **Exhibit B**, provided however that total payments hereunder shall not exceed **$1,500,000.00**. The rates set forth in **Exhibit B** shall not be adjusted without a formal amendment to this Agreement.

3. Attorney's Key Personnel. The parties identified in this section as the work team, project manager, or other professional providing services under this Agreement, are key persons, whose services are a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Except for matters requiring less than 3 hours of recorded time per personnel, Attorney shall assign no other personnel to this Project without the written approval of County or County Counsel. Key personnel shall be as follows:

   Lead Attorney: Noah Blechman

4. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate on **June 30, 2020**.

5. Standard of Care. County has relied on the professional ability, professional experience, and training of Attorney as a material inducement to enter into this Agreement. Attorney warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance by County of work performed by Attorney shall not operate as or be interpreted to be a waiver or release.

6. Billing and Timekeeping. Duplicate billing statements shall be provided on a monthly basis, one copy to County Counsel and one copy to Sonoma County Risk Management. Additional terms are set forth in **Exhibit B** which is incorporated by this reference.

7. Termination. This Agreement may be terminated by County at any time, subject to equitable proportional payments due to Attorney. County Counsel shall have the authority to terminate the Agreement on behalf of the County. All files, written material, and documents will be transferred to the County upon such termination. Attorney will be available to consult with County or, should one be retained, with the County's new attorney with respect to facts and circumstances of any matters previously worked on by Attorney for a reasonable period of time following such termination.

8. Withdrawal. Attorney may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.

9. No Suspension or Debarment. Attorney warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Attorney also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Attorney becomes debarred, Attorney has the obligation to inform the County.

10. Status of Attorney. The parties intend that Attorney, in performing the services under this Agreement, shall be an independent contractor and shall control the work and the manner in which it is performed. Attorney shall acquire no rights or status in the service of County. Attorney is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to the terms herein, Attorney expressly agrees that Attorney shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

11. Modification. If, during the term of this Agreement, it becomes necessary to amend or add to its terms, conditions, scope or requirements, such amendment or addition shall only be made after mutual agreement of Attorney and County and by way of execution of a written modification to this Agreement.

12. Insurance. With respect to performance of work under this Agreement, Attorney shall maintain and require all of its subcontractors, Attorneys, and other agents to maintain, insurance as described in **Exhibit C**, which is attached hereto and incorporated herein, by this reference.

13. Indemnity. Attorney agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Attorney, arising out of or in connection with the negligent performance or willful misconduct of Attorney hereunder, whether or not there is concurrent negligence on the part of County, but excluding liability due to the sole or active negligence or due to the willful misconduct of County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Attorney or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Attorney shall be liable to County for any loss or damage to County property arising from or in connection with Attorney's negligent performance or willful misconduct hereunder.

14. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorney of its obligations under the Rules of Professional Conduct.

15. Merger. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties.

16. Records. Consistent with the County's records retention policy, Attorney shall retain (in either physical or electronic form) all records (except for original time records) for a period of twenty (20) years from the date of completion of services; or, alternatively, if Attorney's own internal retention policy is for a period less than that provided under the County's retention policy, Attorney shall after expiration of its own internal retention period, forward the records to County Counsel for retention. In no event shall Attorney destroy or otherwise purge any records without providing the County with at least thirty (30) days written notice. Records will be made available to the County upon request for audit purposes. Attorney will maintain both invoices of costs and primary records in order that such auditing may occur. (Original time records will be retained for two years.)

17. Taxes. Attorney agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Attorney agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Attorney's failure to pay, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes, Attorney agrees to furnish the County with proof of payment of taxes on these earnings.

18. Conflict of Interest. Attorney covenants that Attorney presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Where the County deems that there is an actual or potential conflict of interest in Attorney representing another party in a matter, the County must waive any such actual or potential conflict before Attorney may represent such other party.

19. Nondiscrimination. Attorney shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis, including without limitation the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

20. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

21. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

Entity:	Janell Crane County of Sonoma Human Resources – Risk Management 575 Administration Drive, Suite 116 B Santa Rosa, CA 95403 Attn: Janell Crane
Attorney:	McNamara, Ney, Beatty, Slattery, Borges & Ambacher LLP 1211 Newell Avenue Walnut Creek, CA 94596
Copy to:	County Counsel 575 Administration Drive, Room 105A Santa Rosa, CA 95403 Attn: Bruce Goldstein

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

22. No Waiver of Breach. The waiver by the County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

23. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Contract or for the breach thereof shall be brought or tried in the County of Sonoma.

24. AIDS Discrimination. Attorney agrees to comply with the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services

because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

25. Statutory Compliance/Living Wage Ordinance. Attorney agrees to comply with, and to ensure compliance with from its subcontractors, all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance – applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Attorney expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

26. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

MCNAMARA, NEY, BEATTY,
SLATTERY, BORGES & AMBACHER LLP

Dated:_____ By:_____
Noah Blechman

COUNTY OF SONOMA

Dated:_____ By:_____
Bruce D. Goldstein
County Counsel

APPROVED AS TO FORM FOR COUNTY:

Dated:_____ By:_____
Bruce D. Goldstein
County Counsel

CERTIFICATES OF INSURANCE
ON FILE WITH AND APPROVED
AS TO SUBSTANCE BY DEPARTMENT:

Dated:_____ By:_____
Christina Cramer
Director of Human Resources

EXHIBIT A
COUNTY OF SONOMA LITIGATION
MANAGEMENT GUIDELINES

1. CASE ANALYSIS, STRATEGY AND BUDGET

Within forty-five (45) days following receipt of a case, Attorneys shall prepare and send to the Risk Manager (and designated Third Party Administrator and/or Excess Insurer, if applicable) a comprehensive written case analysis, along with a proposed litigation strategy and budget. The case analysis shall contain the following information:

A. Analysis: A comprehensive written analysis of the case utilizing the Defense Counsel Evaluation Form. This analysis shall provide the initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of plaintiff's injuries, damages and exposures to the case, and identification of the strengths and weaknesses of the case. Counsel shall also provide an initial impression of liability and identify the pertinent statutes and/or case law that may affect the outcome of the litigation. The case analysis shall also include an update on investigations to date. Investigation of the matter shall be conducted in a timely manner and may include the following: obtaining witness statements, accident reconstruction, requests for production of documents, obtaining and reviewing internal statements, memos, and correspondence, and site inspections.

B. Strategy: An analysis of the litigation strategy for the matter. Attorneys shall define the strategy to be used in defending each lawsuit, including, but not limited to, the following:

    1. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, motion for summary judgment, negotiated settlement, trial, etc.);

    2. The facts or elements which must be proved or disproved and the discovery necessary to establish these defenses or proof;

    3. The timing of the discovery, filing of motions, negotiations, or other objectives;

    4. A description of how the work will be distributed among those who will be working on the case;

    5. The tactics to be used in defending the case and the advantages to be gained by use of these tactics; and

    6. When appropriate, bifurcation of liability from damage issues should be considered.

C. Budget: Attorneys will provide an estimate of the anticipated cost of each significant aspect of the litigation, including:

    1. Discovery/Litigation expenses up to trial, including additional investigative services;

    2. Outside expert expenses through trial; and,

3. Trial expenses.

2. COMMUNICATION

A. Copies: Copies of all pertinent correspondence, investigations, summaries of depositions, interrogatories and pertinent pleadings shall be promptly provided by Attorneys to the Risk Manager (and designated Third Party Administrator and/or Excess Insurer, if applicable). Attorneys shall promptly respond to all letters or phone calls and will keep the County Risk Manager and County Counsel fully advised of the progress in each case. Attorneys shall timely notify the Risk Manager and County Counsel of all depositions, mediations, mandatory settlement conferences, voluntary settlement conferences, arbitrations, trials and any other significant case events.

B. Updates:

1. It is the responsibility of Attorneys to update any item of information contained in the initial status report, including judgments and opinions of Attorneys promptly when a change occurs. All updates shall be concise.
2. Attorneys shall submit a Defense Counsel Update (DCU) each January and July. The DCU shall contain a revised case analysis, case strategy (including a review of discovery completed and a new discovery plan), and budget. Consequently, no six-month period shall expire without written communication from Attorneys to the County's Risk Manager and County Counsel.

C. ADR Update: No later than thirty (30) days prior to a mediation or settlement conference, Attorneys shall provide case updates utilizing the DCU Form.

3. SETTLEMENT AUTHORITY

Attorneys shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the County Risk Manager and/or Board of Supervisor approval when necessary.

4. TRIALS AND REPORTING

No later than ninety (90) days before trial, Attorneys shall provide the Risk Manager and County Counsel a written report on trial preparation, a detailed trial budget, and the status of any settlement discussions, using the Defense Counsel Evaluation Form.

No later than sixty (60) days before trial, Attorneys shall meet and confer with the Risk Manager, County Counsel, and appropriate Department Head and employees and brief them on trial preparation and status of any settlement discussions.

No later than thirty (30) days before trial, Attorneys shall provide the Risk Manager and County Counsel a written update on trial preparation and status of any settlement discussions, using the Defense Counsel Evaluation Form.

5. FINAL REPORT

At the conclusion of a case, Attorneys shall provide the Risk Manager with a short final report and final billing for the case.

6. THIRD PARTY ADMINISTRATOR OR EXCESS CARRIER

In the event that the County designates a Third Party Administrator to handle a claim or litigation matter, Attorneys shall provide the Third Party Administrator with copies of any reports or communications as that provided to the Risk Manager. In the event that a claim or litigation matter meets excess insurance reporting criteria, Attorneys shall also provide the County's Excess Insurer with copies of any reports or communications as that provided to the Risk Manager, and will comply with all other reporting requirements of the Excess Insurer.

EXHIBIT B
RATES

1. COMPENSATION

Attorney's legal fees and usual and customary reasonable out-of-pocket expenses shall be paid at the rates set forth below.

A. Legal Fees:

Complex Employment Matters:	$275.00 per hour
Attorneys with 15+ Year of Experience:	$235.00 per hour
Attorneys with 7-14 Years or More of Experience:	$210.00 per hour
Attorneys with Less Than 7 Years of Experience:	$185.00 per hour
Paralegals:	$110.00 per hour

B. Usual and Customary Reasonable Out-of-Pocket Expenses: In addition to paying legal fees, the County shall reimburse Attorneys for all usual and customary costs and expenses incurred by Attorneys, including but not limited to, process server fees, the subpoena of records, fixed fees by laws or assessed by Courts or other agencies, Court Reporter fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying, parking, mileage, and other similar items.

2. BILLING

Billings shall be submitted to the County's Risk Management Division on a monthly basis and shall include the following information:

a. The date and time spent by each person performing services. Minimum billing times shall not exceed one-sixth of an hour;

b. Summary description of services performed, with a separate time allocation for each function (e.g., telephone calls, research, drafting);

c. Billings shall be itemized to indicate the following:

    1. The attorney doing the work
    2. Hours spent
    3. Hourly rate
    4. Work being done by paralegals or law clerks should be identified;

d. Separate itemization of non-legal costs by type; and,

e. Total fees and costs on the matter to date.

3. NON-REIMBURSABLE SERVICES

Attorneys shall not be reimbursed for the following expenses:

a. Unnecessary messenger or express mail charges;

b. Travel expenses, except to the extent approved in accordance with Section 4 below;

c. Local travel within Sonoma County (Travel expenses, including reasonable costs for meals and accommodations, if necessary, for appearances, depositions, or other similar events, outside Sonoma County is a reimbursable cost.);

d. Normal or routine overhead functions such as local telephone calls and faxes, ordinary word processing or typing time, routine scheduling of depositions, routine ordering records, calendaring functions, filing, indexing, proofreading or copying time, or any other procedures that are of a secretarial nature;

e. Meals (except for that allowable under subsection c above), overtime, office supplies, or attorney time for preparation of bills; and,

f. Intra-office conferencing time of more than one attorney for routine tort cases, unless such conference involves expert opinion. (Applies to routine tort cases; necessary intra-office conferencing in regard to more complex cases, such as civil rights or employment cases, is a reimbursable cost.)

g. Replacement attorney learning time or other ramp-up learning costs;

h. Charges/fees for use of computer research programs (e.g. Lexis Nexis, WestLaw, etc).

4. EXTRAORDINARY EXPENSES

The Risk Manager and the County Counsel's Office will review all requests for extraordinary expenses before the same is incurred by Attorneys. By way of example, extraordinary expenses shall include expenses for preparing complex motions, such as a motion for summary judgment, retaining experts and consultants, conducting investigative services, and preparing expert or investigative reports, such as accident reconstruction reports.

5. USE OF APPROPRIATE PERSONNEL

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned trial attorney.

6. MULTIPLE ATTORNEY CONFERENCES/ATTENDANCE

The County shall not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, or other similar events without prior notice to the Risk Manager. County retains the right to approve or disapprove of multiple attorney attendance at such events.

7. RESEARCH

The County will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

EXHIBIT C

INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Attorney shall maintain and shall require all of its subcontractors, Attorneys, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Attorney from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance.**
   a. Required if Attorney has employees as defined by the Labor Code of the State of California.
   b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   d. *Required Evidence of Insurance*: Certificate of Insurance.

If Attorney currently has no employees as defined by the Labor Code of the State of California, Attorney agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance.**
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Attorney maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Attorney.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Attorney is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Attorney has a claim against the insurance or is named as a party in any action involving the County.
   d. **County of Sonoma, its officers, agents and employees** shall be additional insureds for liability arising out of operations by or on behalf of the Attorney in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
g. The policy shall cover inter-insured suits between the additional insureds and Attorney and include a "separation of insureds" or "severability" clause which treats each insured separately.
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   a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
   b. Insurance shall cover all owned autos. If Attorney currently owns no autos, Attorney agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
   c. Insurance shall cover hired and non-owned autos.
   d. *Required Evidence of Insurance*: Certificate of Insurance.

4. **Professional Liability/Errors and Omissions Insurance.**
   a. Minimum Limit: $1,500,000 per claim or per occurrence.
   b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.
   c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
   d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
   e. *Required Evidence of Insurance*: Certificate of Insurance.

5. **Standards for Insurance Companies.**
   Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. **Documentation.**
   a. The Certificate of Insurance must include the following reference: **Sonoma County – County Counsel Agreement**.
   b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Attorney agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, County Counsel's Office, Attn: Sally Molsberry, 575 Administration Drive, Suite 105A, Santa Rosa, CA 95403**.
d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
e. Attorney shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. **Policy Obligations.**
Attorney's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. **Material Breach.**
If Attorney fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Attorney resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Attorney, County may deduct from sums due to Attorney any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

LEGAL SERVICES AGREEMENT

This Agreement dated as of June 1, 2017 ("Effective Date"), is made by and between the County of Sonoma ("County") and **Robinson & Wood** ("Attorney"). This Agreement is required by Business and Professions Code Section 6148 and is intended to fulfill its requirements.

R E C I T A L S

WHEREAS, Attorney specializes in public agency tort defense of claims and civil litigation and has significant experience and recognized expertise in that area; and

WHEREAS, County has determined that Attorney's assistance is needed in connection with various tort claims and civil litigation filed in State and Federal Courts;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

A G R E E M E N T

1. Services. Attorney will provide advisory and representation services to County through the appropriate Authorized Representative as follows: Provide legal representation of County in regards to Tort litigation matters and other claims administered by the County of Sonoma Risk Management program as directed by County Counsel in consultation with the Human Resources Department, Risk Management Division. Attorneys understand and agree that the County is the client, acting by and through the Board of Supervisors. Attorneys shall provide those legal services reasonably required to represent the County's interests in such matters. All litigation matters will be provided consistent with the County's Litigation Management Guidelines, attached hereto as **Exhibit A** and incorporated herein by reference.

2. Compensation. Compensation to Attorney for services shall be at the rates set forth in **Exhibit B**, provided however that total payments hereunder shall not exceed **$1,500,000.00**. The rates set forth in **Exhibit B** shall not be adjusted without a formal amendment to this Agreement.

3. Attorney's Key Personnel. The parties identified in this section as the key legal personnel providing professional services under this Agreement, are key persons, whose services are a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Except for matters requiring less than 3 hours of recorded time per personnel, Attorney shall assign no other personnel to this Project without the written approval of County or County Counsel. Key personnel shall be as follows:

   Lead Attorney: Jesse F. Ruiz

4. Term. The term of this Agreement shall commence upon the Effective Date and shall terminate on **June 30, 2020**.

5. Standard of Care. County has relied on the professional ability, professional experience, and training of Attorney as a material inducement to enter into this Agreement. Attorney warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance by County of work performed by Attorney shall not operate as or be interpreted to be a waiver or release.

6. Billing and Timekeeping. Duplicate billing statements shall be provided on a monthly basis, one copy to County Counsel and one copy to Sonoma County Risk Management. Additional terms are set forth in **Exhibit B** which is incorporated by this reference.

8. Termination. This Agreement may be terminated by County at any time, subject to equitable proportional payments due to Attorney. County Counsel shall have the authority to terminate the Agreement on behalf of the County. All files, written material, and documents will be transferred to the County upon such termination. Attorney will be available to consult with County or, should one be retained, with the County's new attorney with respect to facts and circumstances of any matters previously worked on by Attorney for a reasonable period of time following such termination.

9. Withdrawal. Attorney may withdraw as permitted under the Rules of Professional Conduct of the State Bar of California.

10. No Suspension or Debarment. Attorney warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Attorney also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Attorney becomes debarred, Attorney has the obligation to inform the County.

11. Status of Attorney. The parties intend that Attorney, in performing the services under this Agreement, shall be an independent contractor and shall control the work and the manner in which it is performed. Attorney shall acquire no rights or status in the service of County. Attorney is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to the terms herein, Attorney expressly agrees that Attorney shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

12. Modification. If, during the term of this Agreement, it becomes necessary to amend or add to its terms, conditions, scope or requirements, such amendment or addition shall only be made after mutual agreement of Attorney and County and by way of execution of a written modification to this Agreement.

13. Insurance. With respect to performance of work under this Agreement, Attorney shall maintain and require all of its subcontractors, Attorneys, and other agents to maintain, insurance as described in **Exhibit C**, which is attached hereto and incorporated herein, by this reference.

14. Indemnity. Attorney agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including Attorney, arising out of or in connection with the negligent performance or willful misconduct of Attorney hereunder, whether or not there is concurrent negligence on the part of County, but excluding liability due to the sole or active negligence or due to the willful misconduct of County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Attorney or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Attorney shall be liable to County for any loss or damage to County property arising from or in connection with Attorney's negligent performance or willful misconduct hereunder.

15. Rules of Professional Conduct. Nothing contained herein shall be construed to relieve Attorney of its obligations under the Rules of Professional Conduct.

16. Merger. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties.

17. Records. Consistent with the County's records retention policy, Attorney shall retain (in either physical or electronic form) all records (except for original time records) for a period of twenty (20) years from the date of completion of services; or, alternatively, if Attorney's own internal retention policy is for a period less than that provided under the County's retention policy, Attorney shall after expiration of its own internal retention period, forward the records to County Counsel for retention. In no event shall Attorney destroy or otherwise purge any records without providing the County with at least thirty (30) days written notice. Records will be made available to the County upon request for audit purposes. Attorney will maintain both invoices of costs and primary records in order that such auditing may occur. (Original time records will be retained for two years.)

18. Taxes. Attorney agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Attorney agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Attorney's failure to pay, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes, Attorney agrees to furnish the County with proof of payment of taxes on these earnings.

19. Conflict of Interest. Attorney covenants that Attorney presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Where the County deems that there is an actual or potential conflict of interest in Attorney representing another party in a matter, the County must waive any such actual or potential conflict before Attorney may represent such other party.

20. Nondiscrimination. Attorney shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis, including without limitation the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

21. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

22. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

Entity:	Janell Crane County of Sonoma Human Resources – Risk Management 575 Administration Drive, Suite 116 B Santa Rosa, CA 95403 Attn: Risk Manager
Attorney:	Jesse F. Ruiz Robinson & Wood 227 North First Street San Jose, CA 95113
Copy to:	County Counsel 575 Administration Drive, Room 105A Santa Rosa, CA 95403 Attn: Bruce Goldstein

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

23. No Waiver of Breach. The waiver by the County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

24. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Contract or for the breach thereof shall be brought or tried in the County of Sonoma.

25. AIDS Discrimination. Attorney agrees to comply with the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and

services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

26. Statutory Compliance/Living Wage Ordinance. Attorney agrees to comply with, and to ensure compliance with from its subcontractors, all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance – applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Attorney expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

27. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ROBINSON & WOOD

Dated:_____ By:_____
Jesse F. Ruiz, President

COUNTY OF SONOMA

Dated:_____ By:_____
Bruce D. Goldstein
County Counsel

APPROVED AS TO FORM FOR COUNTY:

Dated:_____ By:_____
Bruce D. Goldstein
County Counsel

CERTIFICATES OF INSURANCE
ON FILE WITH AND APPROVED
AS TO SUBSTANCE BY DEPARTMENT:

Dated:_____ By:_____
Christina Cramer
Director of Human Resources

EXHIBIT A
COUNTY OF SONOMA LITIGATION MANAGEMENT GUIDELINES

1. CASE ANALYSIS, STRATEGY AND BUDGET

Within forty-five (45) days following receipt of a case, Attorneys shall prepare and send to the Risk Manager (and designated Third Party Administrator and/or Excess Insurer, if applicable) a comprehensive written case analysis, along with a proposed litigation strategy and budget. The case analysis shall contain the following information:

A. Analysis: A comprehensive written analysis of the case utilizing the Defense Counsel Evaluation Form. This analysis shall provide the initial evaluation of the case, including a brief synopsis of the facts of the case, an analysis of plaintiff's injuries, damages and exposures to the case, and identification of the strengths and weaknesses of the case. Counsel shall also provide an initial impression of liability and identify the pertinent statutes and/or case law that may affect the outcome of the litigation. The case analysis shall also include an update on investigations to date. Investigation of the matter shall be conducted in a timely manner and may include the following: obtaining witness statements, accident reconstruction, requests for production of documents, obtaining and reviewing internal statements, memos, and correspondence, and site inspections.

B. Strategy: An analysis of the litigation strategy for the matter. Attorneys shall define the strategy to be used in defending each lawsuit, including, but not limited to, the following:

    1. The anticipated course of action to be taken and prospect for success (i.e. motion to dismiss, motion for summary judgment, negotiated settlement, trial, etc.);

    2. The facts or elements which must be proved or disproved and the discovery necessary to establish these defenses or proof;

    3. The timing of the discovery, filing of motions, negotiations, or other objectives;

    4. A description of how the work will be distributed among those who will be working on the case;

    5. The tactics to be used in defending the case and the advantages to be gained by use of these tactics; and

    6. When appropriate, bifurcation of liability from damage issues should be considered.

C. Budget: Attorneys will provide an estimate of the anticipated cost of each significant aspect of the litigation, including:

    1. Discovery/Litigation expenses up to trial, including additional investigative services;

2. Outside expert expenses through trial; and,

3. Trial expenses.

2. COMMUNICATION

A. Copies: Copies of all pertinent correspondence, investigations, summaries of depositions, interrogatories and pertinent pleadings shall be promptly provided by Attorneys to the Risk Manager (and designated Third Party Administrator and/or Excess Insurer, if applicable). Attorneys shall promptly respond to all letters or phone calls and will keep the County Risk Manager and County Counsel fully advised of the progress in each case. Attorneys shall timely notify the Risk Manager and County Counsel of all depositions, mediations, mandatory settlement conferences, voluntary settlement conferences, arbitrations, trials and any other significant case events.

B. Updates:

1. It is the responsibility of Attorneys to update any item of information contained in the initial status report, including judgments and opinions of Attorneys promptly when a change occurs. All updates shall be concise.
2. Attorneys shall submit a Defense Counsel Update (DCU) each January and July. The DCU shall contain a revised case analysis, case strategy (including a review of discovery completed and a new discovery plan), and budget. Consequently, no six-month period shall expire without written communication from Attorneys to the County's Risk Manager and County Counsel.

C. ADR Update: No later than thirty (30) days prior to a mediation or settlement conference, Attorneys shall provide case updates utilizing the DCU Form.

3. SETTLEMENT AUTHORITY

Attorneys shall not settle any lawsuit or make a settlement offer in any amount or make any representation as to settlement possibilities without prior authorization of the County Risk Manager and/or Board of Supervisor approval when necessary.

4. TRIALS AND REPORTING

No later than ninety (90) days before trial, Attorneys shall provide the Risk Manager and County Counsel a written report on trial preparation, a detailed trial budget, and the status of any settlement discussions, using the Defense Counsel Evaluation Form.

No later than sixty (60) days before trial, Attorneys shall meet and confer with the Risk Manager, County Counsel, and appropriate Department Head and employees and brief them on trial preparation and status of any settlement discussions.

No later than thirty (30) days before trial, Attorneys shall provide the Risk Manager and County Counsel a written update on trial preparation and status of any settlement discussions, using the Defense Counsel Evaluation Form.

5. FINAL REPORT

At the conclusion of a case, Attorneys shall provide the Risk Manager with a short final report and final billing for the case.

6. THIRD PARTY ADMINISTRATOR OR EXCESS CARRIER

In the event that the County designates a Third Party Administrator to handle a claim or litigation matter, Attorneys shall provide the Third Party Administrator with copies of any reports or communications as that provided to the Risk Manager. In the event that a claim or litigation matter meets excess insurance reporting criteria, Attorneys shall also provide the County's Excess Insurer with copies of any reports or communications as that provided to the Risk Manager, and will comply with all other reporting requirements of the Excess Insurer.

EXHIBIT B
RATES

1. COMPENSATION

Attorney's legal fees and usual and customary reasonable out-of-pocket expenses shall be paid at the rates set forth below.

A. Legal Fees:

Complex Employment Matters:	$275.00 per hour
Attorneys with 15+ Year of Experience:	$235.00 per hour
Attorneys with 7-14 Years or More of Experience:	$210.00 per hour
Attorneys with Less Than 7 Years of Experience:	$185.00 per hour
Paralegals:	$110.00 per hour

B. Usual and Customary Reasonable Out-of-Pocket Expenses: In addition to paying legal fees, the County shall reimburse Attorneys for all usual and customary costs and expenses incurred by Attorneys, including but not limited to, process server fees, the subpoena of records, fixed fees by laws or assessed by Courts or other agencies, Court Reporter fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying, parking, mileage, and other similar items.

2. BILLING

Billings shall be submitted to the County's Risk Management Division on a monthly basis and shall include the following information:

a. The date and time spent by each person performing services. Minimum billing times shall not exceed one-sixth of an hour;

b. Summary description of services performed, with a separate time allocation for each function (e.g., telephone calls, research, drafting);

c. Billings shall be itemized to indicate the following:

    1. The attorney doing the work
    2. Hours spent
    3. Hourly rate
    4. Work being done by paralegals or law clerks should be identified;

d. Separate itemization of non-legal costs by type; and,

e. Total fees and costs on the matter to date.

3. NON-REIMBURSABLE SERVICES

Attorneys shall not be reimbursed for the following expenses:

a. Unnecessary messenger or express mail charges;

b. Travel expenses, except to the extent approved in accordance with Section 4 below;

c. Local travel within Sonoma County (Travel expenses, including reasonable costs for meals and accommodations, if necessary, for appearances, depositions, or other similar events, outside Sonoma County is a reimbursable cost.);

d. Normal or routine overhead functions such as local telephone calls and faxes, ordinary word processing or typing time, routine scheduling of depositions, routine ordering records, calendaring functions, filing, indexing, proofreading or copying time, or any other procedures that are of a secretarial nature;

e. Meals (except for that allowable under subsection c above), overtime, office supplies, or attorney time for preparation of bills; and,

f. Intra-office conferencing time of more than one attorney for routine tort cases, unless such conference involves expert opinion. (Applies to routine tort cases; necessary intra-office conferencing in regard to more complex cases, such as civil rights or employment cases, is a reimbursable cost.)

g. Replacement attorney learning time or other ramp-up learning costs;

h. Charges/fees for use of computer research programs (e.g. Lexis Nexis, WestLaw, etc).

4. EXTRAORDINARY EXPENSES

The Risk Manager and the County Counsel's Office will review all requests for extraordinary expenses before the same is incurred by Attorneys. By way of example, extraordinary expenses shall include expenses for preparing complex motions, such as a motion for summary judgment, retaining experts and consultants, conducting investigative services, and preparing expert or investigative reports, such as accident reconstruction reports.

5. USE OF APPROPRIATE PERSONNEL

Within a law firm, research and minor discovery work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegals) capable of performing a given task. Responsibility for the quality of the work product remains with the assigned trial attorney.

6. MULTIPLE ATTORNEY CONFERENCES/ATTENDANCE

The County shall not pay for attendance by more than one representative of a law firm at meetings, court appearances, conferences, or other similar events without prior notice to the Risk Manager. County retains the right to approve or disapprove of multiple attorney attendance at such events.

7. RESEARCH

The County will not pay for extensive research of relatively routine matters which should otherwise be within the knowledge of experienced practitioners.

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INSURANCE REQUIREMENTS

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   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Attorney is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Attorney has a claim against the insurance or is named as a party in any action involving the County.
   d. **County of Sonoma, its officers, agents and employees** shall be additional insureds for liability arising out of operations by or on behalf of the Attorney in the performance of this Agreement.
   e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
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   a. The Certificate of Insurance must include the following reference: **Sonoma County – County Counsel Agreement**.
   b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Attorney agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
   c. The name and address for Additional Insured endorsements and Certificates of Insurance is: **County of Sonoma, County Counsel's Office, Attn: Sally Molsberry, 575 Administration Drive, Suite 105A, Santa Rosa, CA 95403**.

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e. Attorney shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
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Attorney's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

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County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 14
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors
Sonoma County Water Agency Board of Directors
Sonoma County Agricultural Preservation and Open Space District Board of Directors
Community Development Commission Board of Commissioners

Board Agenda Date: June 6, 2017	**Vote Requirement:** Majority
Department or Agency Name(s): Human Resources	
Staff Name and Phone Number:	**Supervisorial District(s):**
Janell Crane -565-2885	All

Title: Workers' Compensation Self-Insured Program – Third Party Administration Agreement

Recommended Actions:

Authorize the Director of Human Resources to execute an agreement with Intercare Holdings Insurance Services, Inc. to provide workers' compensation claims administration and managed care services for County employees who sustain an occupational injury or illness, for an initial three year term from July 1, 2017 through June 30, 2020, in an amount not to exceed $ 3,292,960, and option to extend the agreement term and contract amount for an additional two years, not to exceed $2,286,748.

Executive Summary:

The County has been self-insured for workers' compensation since 1976, and has contracted with various third party administrators to provide workers' compensation claims administration, managed care and other related services since 2000. These services, which include receipt, review, processing of workers' compensation claims, and comprehensive bill and selected medical treatment requests review are provided to County employees who sustain an occupational injury or illness. Intercare was selected through a Request for Proposal for their superior response, extensive scope of services, excellent client references, and competitive pricing. This item requests approval of an agreement with Intercare for a total estimated cost for all services of $3,292,960, for the initial three year term. Based upon the competitive pricing structure proposed by Intercare, which includes a modest 3% annual increase for claims administration services only, upon full satisfaction of the services to be provided, it is recommended to provide the option to extend the agreement term an additional two years in the amount of $2,286,748.

Discussion:

Human Resources is responsible for administration of the County's self-insured Workers' Compensation Program providing statutory benefits to injured workers pursuant to the California Labor Code. The County of Sonoma has been self-insured for Workers' Compensation since 1976. The self-insured Workers' Compensation Program provides benefits to employees of the County of Sonoma, Sonoma County Water Agency, Sonoma County Agricultural Preservation and Open Space District, Community Development Commission, and the Sonoma County Fair. Benefits also extend to all County volunteers, General Assistance workers supervised by Human Services, and court-ordered workers of the Supervised Adult Crews administered by the Probation Department. With employees, volunteers, General Assistance and Supervised Adult Crew workers, the County's program covers approximately 6,000 individuals annually.

Overall, the County's workers' compensation self-insured program has been well managed, keeping claims costs and rates to a minimum over the last 6 years. In comparison to other California counties. The County conducts annual actuarial valuation of the program to support financial integrity and program funding stability. As part of the valuation, the actuaries compares the Sonoma's program to 38 California counties who participate in the CSAC-Excess Insurance Authority. On the three comparison scales, Sonoma County has rated below the 38 county average for number of claims per $100 of payroll, average cost per claim, and number of claims compared to total full time employees.

Since February 2000, claims administration has been provided through various third party claims administrators. For the last four years the claims administration has been provided by Northern Claims Management, LLC (NCM). The Board approved an initial agreement with NCM on February 26, 2013 for a 39-month term from March 2013 through June 2016. Prior to the expiration of the agreement, in June 2016, the California State Association of Counties- Excess Insurance Authority conducted a claims audit to evaluate NCM's claims handling performance which resulted in a 66% compliance rating.

Your Board approved a one year extension to the agreement with NCM from July 1, 2016 through June 30, 2017 with the understanding that NCM would receive in-depth training from the California State Association of Counties -Excess Insurance Authority on the audit standards and direction from Human Resources to conduct a subsequent audit in January 2017. In order for staff to recommend further extensions, NCM was required to score 85% or higher on the audit.

In January 2017 the California State Association of Counties -Excess Insurance Authority conducted a subsequent audit which resulted in an overall score of 75%, not meeting the 85% requirement. As a result, Human Resources conducted a Request for Proposal in January 2017. A total of 6 proposals were received for claims administration services with annual fees ranging from $ 580,077 to $875,000. The evaluative process narrowed the proposals to 4 who were invited to an interview panel conducted with staff from Human Resources, Sheriff and a representative from the California State Association of Counties -Excess Insurance Authority.

Intercare provided competitive pricing for claims administration services, was the lowest bidder, and provided the best overall response factoring in costs, program philosophy and strong references from their existing clients. We anticipate Intercare will provide enhanced communication and collaboration opportunities to provide responsive services to our injured workers.

Intercare has provided workers' compensation claims administration and medical managed care services to a number of public entities throughout California. Specific to the our region, Intercare works with the County of Monterey, City and County of San Francisco, and the City of Napa. Intercare participated in the last Request for Proposal process conducted by the County in 2013, and was rated second in that evaluative process. A comprehensive review of references provided strong recommendations in support of Intercare for both workers' compensation claims administration and managed care services.

During the initial first year fees for claims administration services are $580,077 which represents a 1% annual increase from the current contract with NCM. Subsequent years include a modest 3% annual increase. Intercare's proposal for managed care services was also lower than the other proposals. Medical managed care services include medical bill review, nurse case management and utilization review and are estimated to be $1,500,000. Total fees for all services for the initial three year term are estimated to be $3,292,960. If the County chooses to extend the agreement for an additional two years, the contract amount shall not to exceed $2,286,748 ($1,286,748 for claims administration services and $1,000,000 for managed care services.

The Agreement which contains the scope of services and fee schedule are outlined in Attachment A.

Prior Board Actions:

None related to this service provider.
The County has contracted for third party workers compensation administration services since 2001 and all previous contracts have been authorized by the Board.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Provide efficient and appropriate workers' compensation benefits and care to injured or ill employees and returning them to work at full capacity and productivity, promotes a healthier community.

Fiscal Summary			
Expenditures	**FY 16-17 Recommended**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses		1,080,077	1,097,479
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		1,080,077	1,097,479
Use of Fund Balance			
Contingencies			
Total Sources		1,080,077	1,097,479

Narrative Explanation of Fiscal Impacts:

Workers compensation costs are allocated to all County departments and agencies based upon the departments claims experience and total payroll exposure, through a rate of payroll. Funding for FY 2017/18 is included in the Human Resources FY 2017/18 recommended budget. Due to the competitive pricing negotiated with this vendor, current and future rates will not impact rates allocated to County departments. Funding for the remaining years for this agreement will be included in future year budgets.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Attachment A: Agreement with Intercare Holdings Insurance Services, Inc. containing Scope of Services and Fee Schedule for the term July 1, 2017 – June 30, 2020.

Related Items "On File" with the Clerk of the Board:

AGREEMENT FOR WORKERS COMPENSATION CLAIMS ADMINISTRATION SERVICES/MANAGED CARE SERVICES BETWEEN THE COUNTY OF SONOMA AND INTERCARE HOLDINGS INSURANCE SERVICES, INC.

This agreement ("Agreement"), dated as of July 1, 2017 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Intercare Holdings Insurance Services, Inc. (hereinafter "Contractor").

R E C I T A L S

WHEREAS, The County of Sonoma conducted a Request for Proposal process for third party workers’ compensation claims administration and managed care services in February 2017, and Contractor was selected from various vendor proposals; and

WHEREAS, Contractor represents that it is a duly qualified corporation, and has extensive experience providing workers’ compensation claims administration, managed care services and related services; and

WHEREAS, in the judgment of the Risk Manager, it is necessary and desirable to employ the services of Contractor for workers’ compensation claims administration, managed care and other related services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

l. Scope of Services.

1.1 Contractor's Specified Services**.** Contractor shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. If County determines that any of

Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

   For purposes of claims administration services provided to the County pursuant to this agreement, the County recognized Karen Callahan and Carol Arbaugh as key personnel.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be in accordance with Exhibit B, provided, however, that total payments to Contractor shall not exceed $3,292,960.00 for the contract term,without the prior written approval of County. Should the County elect to extend the agreement from July 1, 2020 to June 30, 2022 Claims Administration fees shall not exceed $1,286,748 and Managed Care fees shall be paid at the rate provided in the Contractor's proposal. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services

performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2017 to June 30, 2020 unless terminated earlier in accordance with the provisions of Article 4 below. County has the option to extend the Agreement for an additional two year term for the period July 1, 2020 to June 30, 2022.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 30 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.
In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, contractors, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, contractor has the obligation to inform the County

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability

which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subcontractors or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment,

and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.13 Representation, Warranty and Responsibility as to Data Security

i. Notify the County by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Contractor or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.

ii. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.

iii. Pursuant to Article 5 of the Agreement, provide indemnity and other protection as specified therein.

e. Cyber Risk Insurance Requirements: Contractor shall include, and shall ensure that its sub-contractors or suppliers include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Janell Crane,
Liability and Disability Programs Manager
County of Sonoma Human Resources
575 Administration Drive, Suite 116C
Santa Rosa, CA 95403

TO: CONTRACTOR:

Agnes Hoeberling
Intercare Holdings, Insurance Services, Inc.
6020 West Oaks Boulevard, Suite 100
Rocklin, CA 95765

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

INTERCARE HOLDINGS INSURANCE SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By:_____
Christina Cramer, Director of Human Resources

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

Exhibit A – Scope of Services
Agreement between County of Sonoma and Intercare Holdings Insurance Services, Inc.
Workers' Compensation Self-Insured Program
Third Party Claims Administration and Managed Care Services

I. COUNTY EXPECTATIONS

Intercare Holdings Insurance Services, Inc. ("Intercare") agrees to the following specific compliance:

A. GENERAL

1. Contractor will work cooperatively with County personnel and will coordinate all appropriate actions with designated County representatives throughout all aspects of services provided under this Agreement. Contractor will conform to all services as outlined in this Agreement and exhibits, and will adhere to service instructions agreed to by County and Contractor.

2. Contractor will provide full third-party workers' compensation claims administration services as outlined in this Agreement and contained in Contractor's initial Proposal for Workers' Compensation Claims Administration, dated March 2, 2017.

3. Contractor will use County's computerized Risk Management Information System, SIMS, for claims administration.

4. In coordination with overall claims administration, Disability Management and Return to Work support and consultation will be provided as part of claims administration services provided by Contractor and will not be a separate expense.

5. Contractor will, at its own expense, maintain claim file storage for the period of time required by law. Contractor may choose, at its own expense, to convert paper files to electronic documents and destroy the paper file with the permission of the County.

6. Contractor will cooperate fully with all audit requests of County as well as the CSAC-Excess Insurance Authority or other associated agencies.

7. Contractor will execute a contract with defense attorneys and will work with Risk Management in developing a claims-handling litigation guidelines.

B. STAFFING

1. Claims examiners assigned to the County's account will have a minimum of three years active claims adjusting experience as a claims examiner. A claims assistant may not be substituted for an experienced examiner.

2. Claims examiners will be assigned to the County's account exclusively. Examiners must have their Self-Insured Competency Certificate within one year of employment and must be supervised by an individual with a minimum of 5 years of claims experience and who has passed the State of California test for Administrator, Self-Insurance Plans, issued by the Self Insurance Plans Division of the Department of Workers' Compensation.

3. Contractor shall provide sufficient claims examiners to maintain a caseload of no more than 150 open indemnity claims per examiner with future medical cases designated at a 2:1 ratio. Contractor will conduct periodic reviews of caseload counts at least every 3 months to determine whether Contractor is in compliance with the caseload to examiner ratio and will report to County.

4. Contractor shall assign one (1) fully qualified and certified claims supervisor. This supervisor should possess at least five (5) years' experience in the claims industry to include three (3) years of experience with Public Agency accounts.

5. Contractor or the assigned claims supervisor shall run monthly reports to evaluate current caseloads and make adjustments in staffing, if necessary.

6. County shall participate in the final selection of staff assigned to the County account.

C. CLAIM ADMINISTRATION

Claim Management

Contractor will review all reports of injury as defined by Labor Code 3208 and 3208.1.

Contractor will also adhere to the CSAC Excess Insurance Authority Workers' Compensation Claims Administration Guidelines (CSAC-EIA WC Claims Administration Guidelines).

Payments and Expenses

1. Claims expenses are defined as all appropriate workers' compensation benefits pursuant to the California Labor Code, all Workers' Compensation Appeals Board or other court costs, interest upon awards and judgments, investigation and legal expenses, nurse case management, medical bill review, utilization review and other expenses as deemed appropriate and authorized by County personnel. Any of the above services performed by salaried employees of Contractor shall not be considered claims expense.

2. Settlement authority for all claims will be determined and agreed upon among assigned personnel of County and Contractor and require written approval from County Risk Manager or designee to ensure appropriate settlement authorization has been established. All settlements requiring payments (exclusive of permanent disability advances) require written approval from County Risk Manager and/or County Counsel depending upon authorization level. For all cases, a written analysis of the case, including settlement options and recommendations must be submitted to Risk Management at least 30 working days prior to any settlement offers or conferences. All settlements in excess of $50,000 require Board of Supervisors' approval. Contractor must provide at least 60 days' written notice to County for review of all proposed settlements. The Contractor will not have authority to settle the County's cases, including cases that involve third-party recovery

3. Contractor will pay on behalf of the County, from County funds, those sums that should reasonably be paid under the California Workers' Compensation Laws for each reported claim.

4. Contractor will pay on behalf of the County, out of the County's fund, all allocated loss adjustment expenses.

5. Contractor will provide any and all necessary and required accounting and reconciliation information to County and will endeavor to ensure that all information is accurate. County will incur no additional expense for such accounting information.

6. County will establish a trust account which Contractor will utilize for the payment of all claims and benefit expenses incurred in the administration of workers' compensation claims of County.

7. Penalties paid by the Contractor through no fault of the County shall be reimbursed to the County, with reimbursement made on a monthly basis. Overpayment of benefits that occurs due to no-fault of County shall be reimbursed to the County as well. Any statutory penalties incurred by Contractor due to performance of Contractor and its employees, are to be paid through claims expense and reimbursed by Contractor quarterly by check to County. A quarterly accounting of all penalty payments will be provided to County with

a narrative explanation of the reason for the penalty payment. No penalty payments will be assessed until a full and thorough review has been completed with County. Any statutory penalty assessments incurred by County will be a claims expense and will only be paid upon approval by County.

Contractor will be responsible for all penalties assessed except those that are the responsibility of the County, including:

i) Failure by the County to provide an employee claim form within twenty-four (24) hours upon request of the injured worker or his/her agent. Failure of employer to complete DWC-1 as required by the Labor Code, even when DWC-1 is submitted to the employer by an attorney.

ii) Penalties incurred by CMS or OBAE audit due to negligence of the County.

D. REPORTING REQUIREMENTS

1. Reports generated by the Contractor will be furnished to the County in electronic form. They should be available in either hard-copy format (PDF files or an equivalent) or spreadsheet form (preferably Excel) for analysis purposes, depending on the criteria of the request.

2. Contractor will have a contractual duty and accountability to report appropriate claims to The Centers for Medicare and Medicaid Services (CMS) in accordance with the MMSEA Act of 2007.

3. Contractor will maintain loss data for claims reporting to State and OSHA as specified in the Request for Proposals.

E. EXCESS COVERAGE

All claims administration services performed by the Contractor shall comply with those provisions and timelines set forth in the California State Association of Counties–Excess Insurance Authority (CSAC-EIA) Standards for Workers' Claims Administration Services (and the CSAC Excess Insurance Authority Workers' Compensation Claims Administration Guidelines (CSAC-EIA WC Claims Administration Guidelines).

In the event that those provisions and/or timelines differ from the County's provisions and/or timelines for the administration of claims, the stricter provisions and/or timelines will prevail.

F. MEDICAL MANAGED CARE SERVICES AND UTILIZATION REVIEW

Contractor will provide bill review and nurse case management (both telephonic and field) and utilization review services through various identified subcontractors, and will be responsible for the work of all of its subcontractors. Payment for medical bill review services will be paid from the claim file consistent with other claim payments, with the vendor providing a monthly accounting of detailed charges to the County for reconciliation. Any discrepancies will be reviewed and resolved prior to next month's reconciliation review. Payment for utilization review and nurse case management services will be posted to the claim file as a voucher. Contractor will provide a monthly electronic invoice with detailed reporting of nurse case management and utilization review vouchers to the County for separate payment authorization.

As needed and with notice to the County, Contractor may make changes to any vendor(s) assigned to the County's program, and will replace services with a comparable vendor, pursuant to the same terms and conditions of payment for the particular service(s).

1. Bill Review

Contractor will provide bill review and preferred provider (PPO) network pricing services. Payment and reporting will be made as indicated above.

2. Utilization Review

Contractor will provide internal Utilization Review Process to approve, modify, delay, or deny treatment plans based on whether the proposed treatment is medically necessary to cure and relieve the industrial injury.

Contractor will provide the County with monthly summary reports, detailing activities, results, costs and savings.

Contractor and the County will establish utilization review referral guidelines. These guidelines will outline which treatment and services an examiner and/or nurse case manager will approve, delay or deny and which procedures are forwarded to Utilization Review.

Contractor is responsible for all required utilization review reporting to the State of California and is financially responsible for any fees and penalties impose by the State for failure to report.

Physician file review will be made only by prior authorization of the County.

3. Nurse Case Management

Contractor will provide nurse case management personnel to work with the claims administration team. Claims administration personnel and the County's Disability Management staff will be provided direct access to assigned nurse case management personnel. Contractor will execute all training and orientation necessary to facilitate and optimize the nurse case management personnel. Contractor will ensure access to all electronic information systems to support the nurse case management personnel.

Telephonic Case Manager (TCM): The TCM will work together with the claims team and the Disability Management Unit to establish a plan of action which proactively promotes return to work.

The TCM may be involved in Field Case Management or may assign other field case managers in more severe or catastrophic cases where face to face contact is necessary. Field case managers may also be appropriate to help facilitate return to work. Contractor will provide a written analysis to the County prior to referring the claim to a field nurse for authorization. County must have access to the FCM's written report which should be in the electronic file within 10 days of service.

Exhibit B – Fee Schedule

Agreement between County of Sonoma and Intercare Holdings Insurance Services, Inc.
Workers' Compensation Self-Insured Program
Third Party Claims Administration and Medical Managed Care Services

INTERCARE HOLDING INSURANCE SERVICES, INC.- SCHEDULE OF FEES FOR 36 MONTH AGREEMENT - Term 7/1/17-6/30/2020		
SERVICE	**DESCRIPTION OF SERVICE AND FEES**	**COST**
Claims Administration Services:		
Claims Administration	Administration of workers' compensation claims including: receipt, review, processing, adjudication, etc. – as outlined in Exhibit A. 7/1/17 - 6/30/18 (monthly payments of $48,339.75 invoiced in arrears) 7/1/18 - 6/30/19 (monthly payments of $49,789.92 invoiced in arrears) 7/1/19 - 6/30/20 (monthly payments of $51,283.67 invoiced in arrears)	$580,077 $597,479 $615,404 Total = $1,792,960
Medical Managed Care Services:		
Medical Bill review	Comprehensive bill review per appropriate statutory fee schedules for accepted workers' compensation claims. Flat Fee of $16.00 per bill	$600,000
Utilization Review	Selected medical treatment request for authorization will be reviewed by nurses and physicians, to compare guidelines or criteria deemed appropriate for such services, and making a recommendation based on that comparison to ensure that employees are receiving appropriate care and to maintain costs – fees are as follows: 1) Examiner – pass through - $0 2) Nurse Utilization Review - $95 per request Medical Director/Advisor - $225 per hour Specialty Peer Review - $250 per hour	$600,000

Nurse Case Manager	Telephonic & field case management services to assist with workers' comp case management and return to work – as outlined in Exhibit A. Fees are: Telephonic Nurse Case Mgmt - $95 per hr Field Nurse Case Mgmt - $105 per hr	$300,000
Maximum potential fees payable under this agreement		**$3,292,960**

Exhibit C

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   - **a.** Required if Contractor has employees as defined by the Labor Code of the State of California.
   - **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **d.** *Required Evidence of Insurance*: Certificate of Insurance.

   If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
   - **d.** The County of Sonoma, its officers, agents and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor

in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance:*

i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limits: $1,000,000 per claim or per occurrence; $1,000,000 annual aggregate.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If Contractor's services include the programming, customization, maintenance of software, or access to individuals' private, personally identifiable information, the insurance shall cover:

a. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards and unauthorized access; and

b. Claims against Contractor arising from the negligence of Contractor, Contractor's employees and Contractor's subcontractors.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

f. *Required Evidence of Insurance*: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

a. The Certificate of Insurance must include the following reference: Contract for Workers' Compensation Claims Administration and Managed Care Services.

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Department of Human Resources, Risk Management Division, 575 Administration Dr., Suite 116C, Santa Rosa, CA 95403.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

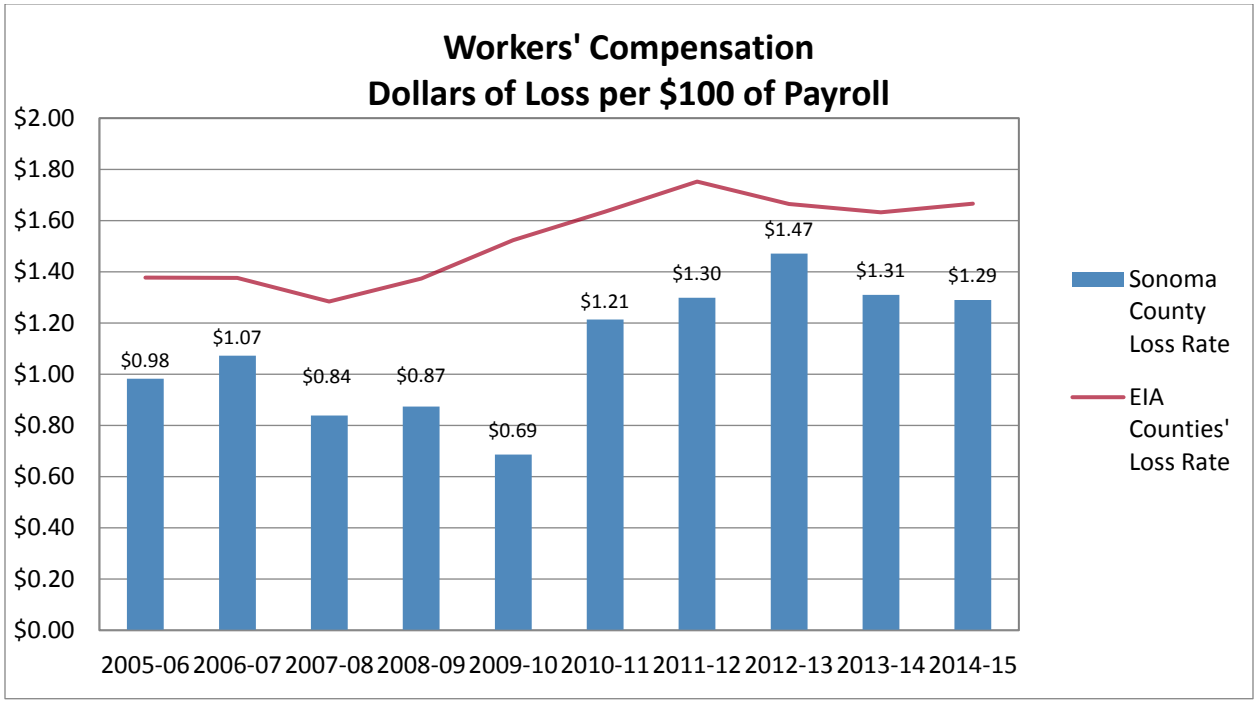
8. Material Breach

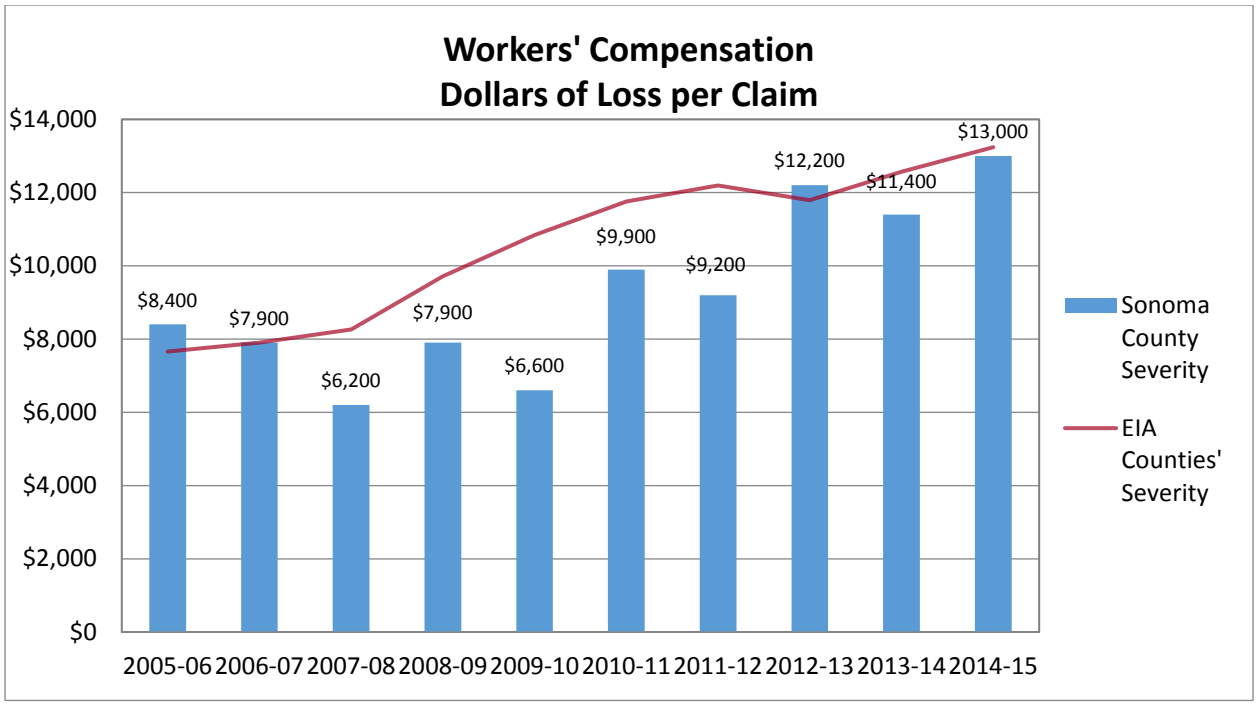
If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

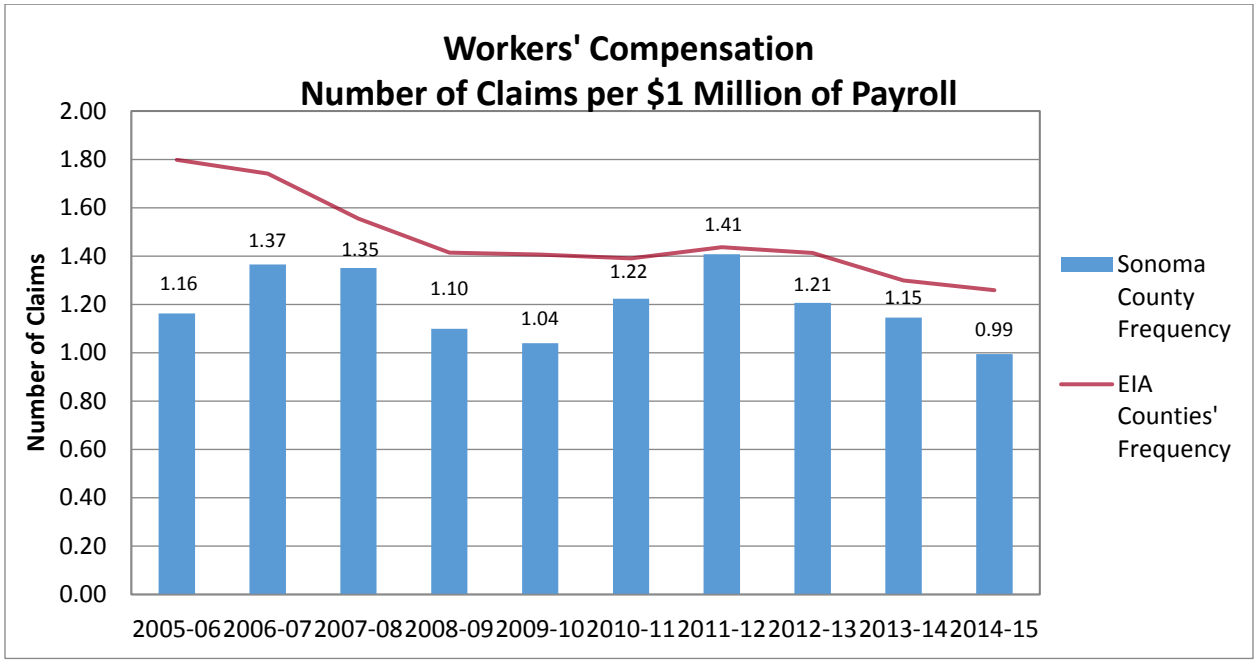
Attachment B

Workers' Compensation Self-Insured Program – Third Party Administration Agreement

Actuarial Results – County Comparison




Workers' Compensation
Dollars of Loss per Claim
$14,000
$12,000
$10,000
$8,000
$6,000
$4,000
$2,000
$0
$8,400
$7,900
$6,200
$7,900
$6,600
$9,900
$9,200
$12,200
$11,400
$13,000
2005-06
2006-07
2007-08
2008-09
2009-10
2010-11
2011-12
2012-13
2013-14
2014-15
Sonoma County Severity
EIA Counties' Severity


Workers' Compensation
Number of Claims per $1 Million of Payroll
Number of Claims
2.00
1.80
1.60
1.40
1.20
1.00
0.80
0.60
0.40
0.20
0.00
1.16
1.37
1.35
1.10
1.04
1.22
1.41
1.21
1.15
0.99
2005-06
2006-07
2007-08
2008-09
2009-10
2010-11
2011-12
2012-13
2013-14
2014-15
Sonoma County Frequency
EIA Counties' Frequency

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 15
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors
Sonoma County Water Agency Board of Directors
Sonoma County Agricultural Preservation and Open Space District Board of Directors
Community Development Commission Board of Commissioners

Board Agenda Date: June 6, 2017	**Vote Requirement:** Majority
Department or Agency Name(s): Human Resources	
Staff Name and Phone Number:	**Supervisorial District(s):**
Janell Crane -565-2885	All

Title: Workers' Compensation Self-Insured Program – Third Party Administration Agreement

Recommended Actions:

Authorize the Director of Human Resources to execute an agreement with Intercare Holdings Insurance Services, Inc. to provide workers' compensation claims administration and managed care services for County employees who sustain an occupational injury or illness, for an initial three year term from July 1, 2017 through June 30, 2020, in an amount not to exceed $ 3,292,960, and option to extend the agreement term and contract amount for an additional two years, not to exceed $2,286,748.

Executive Summary:

The County has been self-insured for workers' compensation since 1976, and has contracted with various third party administrators to provide workers' compensation claims administration, managed care and other related services since 2000. These services, which include receipt, review, processing of workers' compensation claims, and comprehensive bill and selected medical treatment requests review are provided to County employees who sustain an occupational injury or illness. Intercare was selected through a Request for Proposal for their superior response, extensive scope of services, excellent client references, and competitive pricing. This item requests approval of an agreement with Intercare for a total estimated cost for all services of $3,292,960, for the initial three year term. Based upon the competitive pricing structure proposed by Intercare, which includes a modest 3% annual increase for claims administration services only, upon full satisfaction of the services to be provided, it is recommended to provide the option to extend the agreement term an additional two years in the amount of $2,286,748.

Discussion:

Human Resources is responsible for administration of the County's self-insured Workers' Compensation Program providing statutory benefits to injured workers pursuant to the California Labor Code. The County of Sonoma has been self-insured for Workers' Compensation since 1976. The self-insured Workers' Compensation Program provides benefits to employees of the County of Sonoma, Sonoma County Water Agency, Sonoma County Agricultural Preservation and Open Space District, Community Development Commission, and the Sonoma County Fair. Benefits also extend to all County volunteers, General Assistance workers supervised by Human Services, and court-ordered workers of the Supervised Adult Crews administered by the Probation Department. With employees, volunteers, General Assistance and Supervised Adult Crew workers, the County's program covers approximately 6,000 individuals annually.

Overall, the County's workers' compensation self-insured program has been well managed, keeping claims costs and rates to a minimum over the last 6 years. In comparison to other California counties. The County conducts annual actuarial valuation of the program to support financial integrity and program funding stability. As part of the valuation, the actuaries compares the Sonoma's program to 38 California counties who participate in the CSAC-Excess Insurance Authority. On the three comparison scales, Sonoma County has rated below the 38 county average for number of claims per $100 of payroll, average cost per claim, and number of claims compared to total full time employees.

Since February 2000, claims administration has been provided through various third party claims administrators. For the last four years the claims administration has been provided by Northern Claims Management, LLC (NCM). The Board approved an initial agreement with NCM on February 26, 2013 for a 39-month term from March 2013 through June 2016. Prior to the expiration of the agreement, in June 2016, the California State Association of Counties- Excess Insurance Authority conducted a claims audit to evaluate NCM's claims handling performance which resulted in a 66% compliance rating.

Your Board approved a one year extension to the agreement with NCM from July 1, 2016 through June 30, 2017 with the understanding that NCM would receive in-depth training from the California State Association of Counties -Excess Insurance Authority on the audit standards and direction from Human Resources to conduct a subsequent audit in January 2017. In order for staff to recommend further extensions, NCM was required to score 85% or higher on the audit.

In January 2017 the California State Association of Counties -Excess Insurance Authority conducted a subsequent audit which resulted in an overall score of 75%, not meeting the 85% requirement. As a result, Human Resources conducted a Request for Proposal in January 2017. A total of 6 proposals were received for claims administration services with annual fees ranging from $ 580,077 to $875,000. The evaluative process narrowed the proposals to 4 who were invited to an interview panel conducted with staff from Human Resources, Sheriff and a representative from the California State Association of Counties -Excess Insurance Authority.

Intercare provided competitive pricing for claims administration services, was the lowest bidder, and provided the best overall response factoring in costs, program philosophy and strong references from their existing clients. We anticipate Intercare will provide enhanced communication and collaboration opportunities to provide responsive services to our injured workers.

Intercare has provided workers' compensation claims administration and medical managed care services to a number of public entities throughout California. Specific to the our region, Intercare works with the County of Monterey, City and County of San Francisco, and the City of Napa. Intercare participated in the last Request for Proposal process conducted by the County in 2013, and was rated second in that evaluative process. A comprehensive review of references provided strong recommendations in support of Intercare for both workers' compensation claims administration and managed care services.

During the initial first year fees for claims administration services are $580,077 which represents a 1% annual increase from the current contract with NCM. Subsequent years include a modest 3% annual increase. Intercare's proposal for managed care services was also lower than the other proposals. Medical managed care services include medical bill review, nurse case management and utilization review and are estimated to be $1,500,000. Total fees for all services for the initial three year term are estimated to be $3,292,960. If the County chooses to extend the agreement for an additional two years, the contract amount shall not to exceed $2,286,748 ($1,286,748 for claims administration services and $1,000,000 for managed care services.

The Agreement which contains the scope of services and fee schedule are outlined in Attachment A.

Prior Board Actions:

None related to this service provider.
The County has contracted for third party workers compensation administration services since 2001 and all previous contracts have been authorized by the Board.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Provide efficient and appropriate workers' compensation benefits and care to injured or ill employees and returning them to work at full capacity and productivity, promotes a healthier community.

Fiscal Summary			
Expenditures	**FY 16-17 Recommended**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses		1,080,077	1,097,479
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		1,080,077	1,097,479
Use of Fund Balance			
Contingencies			
Total Sources		1,080,077	1,097,479

Narrative Explanation of Fiscal Impacts:

Workers compensation costs are allocated to all County departments and agencies based upon the departments claims experience and total payroll exposure, through a rate of payroll. Funding for FY 2017/18 is included in the Human Resources FY 2017/18 recommended budget. Due to the competitive pricing negotiated with this vendor, current and future rates will not impact rates allocated to County departments. Funding for the remaining years for this agreement will be included in future year budgets.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Attachment A: Agreement with Intercare Holdings Insurance Services, Inc. containing Scope of Services and Fee Schedule for the term July 1, 2017 – June 30, 2020.

Related Items "On File" with the Clerk of the Board:

AGREEMENT FOR WORKERS COMPENSATION CLAIMS ADMINISTRATION SERVICES/MANAGED CARE SERVICES BETWEEN THE COUNTY OF SONOMA AND INTERCARE HOLDINGS INSURANCE SERVICES, INC.

This agreement ("Agreement"), dated as of July 1, 2017 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Intercare Holdings Insurance Services, Inc. (hereinafter "Contractor").

R E C I T A L S

WHEREAS, The County of Sonoma conducted a Request for Proposal process for third party workers’ compensation claims administration and managed care services in February 2017, and Contractor was selected from various vendor proposals; and

WHEREAS, Contractor represents that it is a duly qualified corporation, and has extensive experience providing workers’ compensation claims administration, managed care services and related services; and

WHEREAS, in the judgment of the Risk Manager, it is necessary and desirable to employ the services of Contractor for workers’ compensation claims administration, managed care and other related services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

l. Scope of Services.

1.1 Contractor's Specified Services**.** Contractor shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release. If County determines that any of

Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

   For purposes of claims administration services provided to the County pursuant to this agreement, the County recognized Karen Callahan and Carol Arbaugh as key personnel.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be in accordance with Exhibit B, provided, however, that total payments to Contractor shall not exceed $3,292,960.00 for the contract term,without the prior written approval of County. Should the County elect to extend the agreement from July 1, 2020 to June 30, 2022 Claims Administration fees shall not exceed $1,286,748 and Managed Care fees shall be paid at the rate provided in the Contractor's proposal. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services

performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2017 to June 30, 2020 unless terminated earlier in accordance with the provisions of Article 4 below. County has the option to extend the Agreement for an additional two year term for the period July 1, 2020 to June 30, 2022.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 30 days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.
In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, contractors, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, contractor has the obligation to inform the County

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability

which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subcontractors or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment,

and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.13 Representation, Warranty and Responsibility as to Data Security

i. Notify the County by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Contractor or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.

ii. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.

iii. Pursuant to Article 5 of the Agreement, provide indemnity and other protection as specified therein.

e. Cyber Risk Insurance Requirements: Contractor shall include, and shall ensure that its sub-contractors or suppliers include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Janell Crane,
Liability and Disability Programs Manager
County of Sonoma Human Resources
575 Administration Drive, Suite 116C
Santa Rosa, CA 95403

TO: CONTRACTOR:

Agnes Hoeberling
Intercare Holdings, Insurance Services, Inc.
6020 West Oaks Boulevard, Suite 100
Rocklin, CA 95765

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

INTERCARE HOLDINGS INSURANCE SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By:_____
Christina Cramer, Director of Human Resources

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

Exhibit A – Scope of Services
Agreement between County of Sonoma and Intercare Holdings Insurance Services, Inc.
Workers' Compensation Self-Insured Program
Third Party Claims Administration and Managed Care Services

I. COUNTY EXPECTATIONS

Intercare Holdings Insurance Services, Inc. ("Intercare") agrees to the following specific compliance:

A. GENERAL

1. Contractor will work cooperatively with County personnel and will coordinate all appropriate actions with designated County representatives throughout all aspects of services provided under this Agreement. Contractor will conform to all services as outlined in this Agreement and exhibits, and will adhere to service instructions agreed to by County and Contractor.

2. Contractor will provide full third-party workers' compensation claims administration services as outlined in this Agreement and contained in Contractor's initial Proposal for Workers' Compensation Claims Administration, dated March 2, 2017.

3. Contractor will use County's computerized Risk Management Information System, SIMS, for claims administration.

4. In coordination with overall claims administration, Disability Management and Return to Work support and consultation will be provided as part of claims administration services provided by Contractor and will not be a separate expense.

5. Contractor will, at its own expense, maintain claim file storage for the period of time required by law. Contractor may choose, at its own expense, to convert paper files to electronic documents and destroy the paper file with the permission of the County.

6. Contractor will cooperate fully with all audit requests of County as well as the CSAC-Excess Insurance Authority or other associated agencies.

7. Contractor will execute a contract with defense attorneys and will work with Risk Management in developing a claims-handling litigation guidelines.

B. STAFFING

1. Claims examiners assigned to the County's account will have a minimum of three years active claims adjusting experience as a claims examiner. A claims assistant may not be substituted for an experienced examiner.

2. Claims examiners will be assigned to the County's account exclusively. Examiners must have their Self-Insured Competency Certificate within one year of employment and must be supervised by an individual with a minimum of 5 years of claims experience and who has passed the State of California test for Administrator, Self-Insurance Plans, issued by the Self Insurance Plans Division of the Department of Workers' Compensation.

3. Contractor shall provide sufficient claims examiners to maintain a caseload of no more than 150 open indemnity claims per examiner with future medical cases designated at a 2:1 ratio. Contractor will conduct periodic reviews of caseload counts at least every 3 months to determine whether Contractor is in compliance with the caseload to examiner ratio and will report to County.

4. Contractor shall assign one (1) fully qualified and certified claims supervisor. This supervisor should possess at least five (5) years' experience in the claims industry to include three (3) years of experience with Public Agency accounts.

5. Contractor or the assigned claims supervisor shall run monthly reports to evaluate current caseloads and make adjustments in staffing, if necessary.

6. County shall participate in the final selection of staff assigned to the County account.

C. CLAIM ADMINISTRATION

Claim Management

Contractor will review all reports of injury as defined by Labor Code 3208 and 3208.1.

Contractor will also adhere to the CSAC Excess Insurance Authority Workers' Compensation Claims Administration Guidelines (CSAC-EIA WC Claims Administration Guidelines).

Payments and Expenses

1. Claims expenses are defined as all appropriate workers' compensation benefits pursuant to the California Labor Code, all Workers' Compensation Appeals Board or other court costs, interest upon awards and judgments, investigation and legal expenses, nurse case management, medical bill review, utilization review and other expenses as deemed appropriate and authorized by County personnel. Any of the above services performed by salaried employees of Contractor shall not be considered claims expense.

2. Settlement authority for all claims will be determined and agreed upon among assigned personnel of County and Contractor and require written approval from County Risk Manager or designee to ensure appropriate settlement authorization has been established. All settlements requiring payments (exclusive of permanent disability advances) require written approval from County Risk Manager and/or County Counsel depending upon authorization level. For all cases, a written analysis of the case, including settlement options and recommendations must be submitted to Risk Management at least 30 working days prior to any settlement offers or conferences. All settlements in excess of $50,000 require Board of Supervisors' approval. Contractor must provide at least 60 days' written notice to County for review of all proposed settlements. The Contractor will not have authority to settle the County's cases, including cases that involve third-party recovery

3. Contractor will pay on behalf of the County, from County funds, those sums that should reasonably be paid under the California Workers' Compensation Laws for each reported claim.

4. Contractor will pay on behalf of the County, out of the County's fund, all allocated loss adjustment expenses.

5. Contractor will provide any and all necessary and required accounting and reconciliation information to County and will endeavor to ensure that all information is accurate. County will incur no additional expense for such accounting information.

6. County will establish a trust account which Contractor will utilize for the payment of all claims and benefit expenses incurred in the administration of workers' compensation claims of County.

7. Penalties paid by the Contractor through no fault of the County shall be reimbursed to the County, with reimbursement made on a monthly basis. Overpayment of benefits that occurs due to no-fault of County shall be reimbursed to the County as well. Any statutory penalties incurred by Contractor due to performance of Contractor and its employees, are to be paid through claims expense and reimbursed by Contractor quarterly by check to County. A quarterly accounting of all penalty payments will be provided to County with

a narrative explanation of the reason for the penalty payment. No penalty payments will be assessed until a full and thorough review has been completed with County. Any statutory penalty assessments incurred by County will be a claims expense and will only be paid upon approval by County.

Contractor will be responsible for all penalties assessed except those that are the responsibility of the County, including:

i) Failure by the County to provide an employee claim form within twenty-four (24) hours upon request of the injured worker or his/her agent. Failure of employer to complete DWC-1 as required by the Labor Code, even when DWC-1 is submitted to the employer by an attorney.

ii) Penalties incurred by CMS or OBAE audit due to negligence of the County.

D. REPORTING REQUIREMENTS

1. Reports generated by the Contractor will be furnished to the County in electronic form. They should be available in either hard-copy format (PDF files or an equivalent) or spreadsheet form (preferably Excel) for analysis purposes, depending on the criteria of the request.

2. Contractor will have a contractual duty and accountability to report appropriate claims to The Centers for Medicare and Medicaid Services (CMS) in accordance with the MMSEA Act of 2007.

3. Contractor will maintain loss data for claims reporting to State and OSHA as specified in the Request for Proposals.

E. EXCESS COVERAGE

All claims administration services performed by the Contractor shall comply with those provisions and timelines set forth in the California State Association of Counties–Excess Insurance Authority (CSAC-EIA) Standards for Workers' Claims Administration Services (and the CSAC Excess Insurance Authority Workers' Compensation Claims Administration Guidelines (CSAC-EIA WC Claims Administration Guidelines).

In the event that those provisions and/or timelines differ from the County's provisions and/or timelines for the administration of claims, the stricter provisions and/or timelines will prevail.

F. MEDICAL MANAGED CARE SERVICES AND UTILIZATION REVIEW

Contractor will provide bill review and nurse case management (both telephonic and field) and utilization review services through various identified subcontractors, and will be responsible for the work of all of its subcontractors. Payment for medical bill review services will be paid from the claim file consistent with other claim payments, with the vendor providing a monthly accounting of detailed charges to the County for reconciliation. Any discrepancies will be reviewed and resolved prior to next month's reconciliation review. Payment for utilization review and nurse case management services will be posted to the claim file as a voucher. Contractor will provide a monthly electronic invoice with detailed reporting of nurse case management and utilization review vouchers to the County for separate payment authorization.

As needed and with notice to the County, Contractor may make changes to any vendor(s) assigned to the County's program, and will replace services with a comparable vendor, pursuant to the same terms and conditions of payment for the particular service(s).

1. Bill Review

Contractor will provide bill review and preferred provider (PPO) network pricing services. Payment and reporting will be made as indicated above.

2. Utilization Review

Contractor will provide internal Utilization Review Process to approve, modify, delay, or deny treatment plans based on whether the proposed treatment is medically necessary to cure and relieve the industrial injury.

Contractor will provide the County with monthly summary reports, detailing activities, results, costs and savings.

Contractor and the County will establish utilization review referral guidelines. These guidelines will outline which treatment and services an examiner and/or nurse case manager will approve, delay or deny and which procedures are forwarded to Utilization Review.

Contractor is responsible for all required utilization review reporting to the State of California and is financially responsible for any fees and penalties impose by the State for failure to report.

Physician file review will be made only by prior authorization of the County.

3. Nurse Case Management

Contractor will provide nurse case management personnel to work with the claims administration team. Claims administration personnel and the County's Disability Management staff will be provided direct access to assigned nurse case management personnel. Contractor will execute all training and orientation necessary to facilitate and optimize the nurse case management personnel. Contractor will ensure access to all electronic information systems to support the nurse case management personnel.

Telephonic Case Manager (TCM): The TCM will work together with the claims team and the Disability Management Unit to establish a plan of action which proactively promotes return to work.

The TCM may be involved in Field Case Management or may assign other field case managers in more severe or catastrophic cases where face to face contact is necessary. Field case managers may also be appropriate to help facilitate return to work. Contractor will provide a written analysis to the County prior to referring the claim to a field nurse for authorization. County must have access to the FCM's written report which should be in the electronic file within 10 days of service.

Exhibit B – Fee Schedule

Agreement between County of Sonoma and Intercare Holdings Insurance Services, Inc.
Workers' Compensation Self-Insured Program
Third Party Claims Administration and Medical Managed Care Services

INTERCARE HOLDING INSURANCE SERVICES, INC.- SCHEDULE OF FEES FOR 36 MONTH AGREEMENT - Term 7/1/17-6/30/2020		
SERVICE	**DESCRIPTION OF SERVICE AND FEES**	**COST**
Claims Administration Services:		
Claims Administration	Administration of workers' compensation claims including: receipt, review, processing, adjudication, etc. – as outlined in Exhibit A. 7/1/17 - 6/30/18 (monthly payments of $48,339.75 invoiced in arrears) 7/1/18 - 6/30/19 (monthly payments of $49,789.92 invoiced in arrears) 7/1/19 - 6/30/20 (monthly payments of $51,283.67 invoiced in arrears)	$580,077 $597,479 $615,404 Total = $1,792,960
Medical Managed Care Services:		
Medical Bill review	Comprehensive bill review per appropriate statutory fee schedules for accepted workers' compensation claims. Flat Fee of $16.00 per bill	$600,000
Utilization Review	Selected medical treatment request for authorization will be reviewed by nurses and physicians, to compare guidelines or criteria deemed appropriate for such services, and making a recommendation based on that comparison to ensure that employees are receiving appropriate care and to maintain costs – fees are as follows: 1) Examiner – pass through - $0 2) Nurse Utilization Review - $95 per request Medical Director/Advisor - $225 per hour Specialty Peer Review - $250 per hour	$600,000

Nurse Case Manager	Telephonic & field case management services to assist with workers' comp case management and return to work – as outlined in Exhibit A. Fees are: Telephonic Nurse Case Mgmt - $95 per hr Field Nurse Case Mgmt - $105 per hr	$300,000
Maximum potential fees payable under this agreement		**$3,292,960**

Exhibit C

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   - **a.** Required if Contractor has employees as defined by the Labor Code of the State of California.
   - **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **d.** *Required Evidence of Insurance*: Certificate of Insurance.

   If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
   - **d.** The County of Sonoma, its officers, agents and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor

in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance:*

i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limits: $1,000,000 per claim or per occurrence; $1,000,000 annual aggregate.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If Contractor's services include the programming, customization, maintenance of software, or access to individuals' private, personally identifiable information, the insurance shall cover:

a. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards and unauthorized access; and

b. Claims against Contractor arising from the negligence of Contractor, Contractor's employees and Contractor's subcontractors.

d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

f. *Required Evidence of Insurance*: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

a. The Certificate of Insurance must include the following reference: Contract for Workers' Compensation Claims Administration and Managed Care Services.

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Department of Human Resources, Risk Management Division, 575 Administration Dr., Suite 116C, Santa Rosa, CA 95403.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

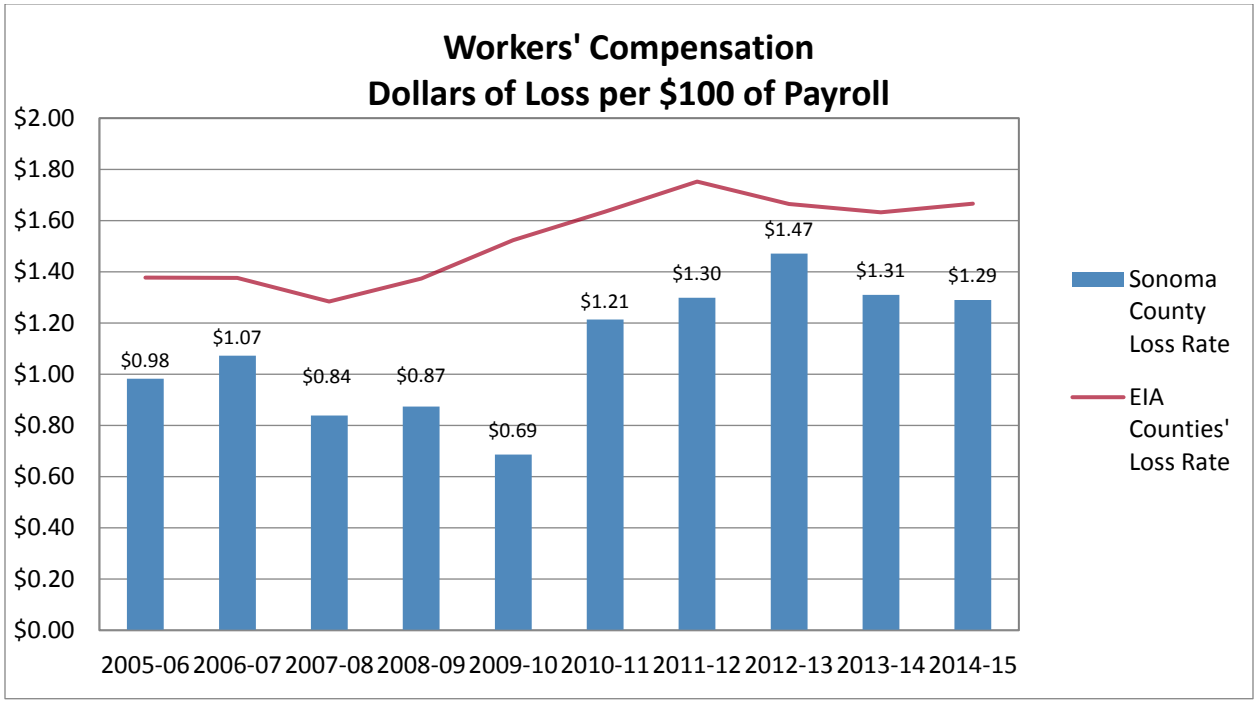
8. Material Breach

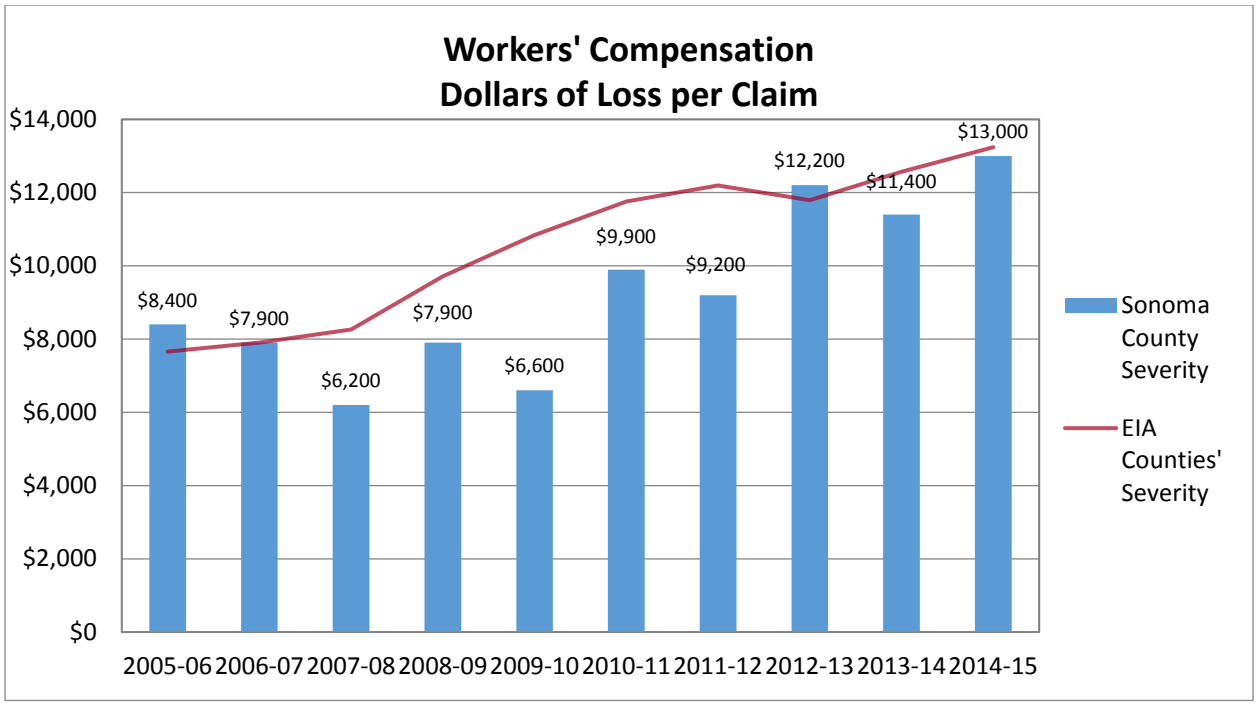
If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

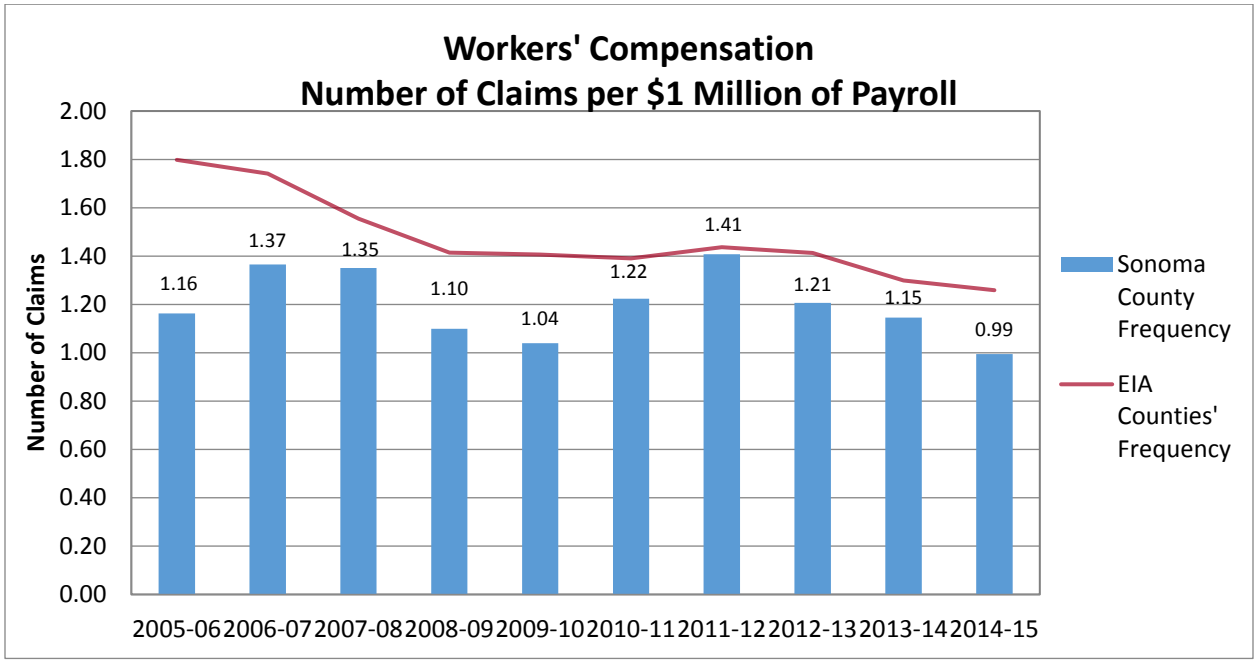
Attachment B

Workers' Compensation Self-Insured Program – Third Party Administration Agreement

Actuarial Results – County Comparison




Workers' Compensation
Dollars of Loss per Claim
$14,000
$12,000
$10,000
$8,000
$6,000
$4,000
$2,000
$0
$8,400
$7,900
$6,200
$7,900
$6,600
$9,900
$9,200
$12,200
$11,400
$13,000
2005-06
2006-07
2007-08
2008-09
2009-10
2010-11
2011-12
2012-13
2013-14
2014-15
Sonoma County Severity
EIA Counties' Severity


Workers' Compensation
Number of Claims per $1 Million of Payroll
Number of Claims
2.00
1.80
1.60
1.40
1.20
1.00
0.80
0.60
0.40
0.20
0.00
1.16
1.37
1.35
1.10
1.04
1.22
1.41
1.21
1.15
0.99
2005-06
2006-07
2007-08
2008-09
2009-10
2010-11
2011-12
2012-13
2013-14
2014-15
Sonoma County Frequency
EIA Counties' Frequency

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 16
(This Section for use by Clerk of the Board Only.)

To: Sonoma County Board of Supervisors

Board Agenda Date: June 6, 2017	**Vote Requirement:** 4/5
Department or Agency Name(s): Permit and Resource Management Department	
Staff Name and Phone Number:	**Supervisorial District(s):**
Reg Cullen 565-2502	Fourth

Title: An Ordinance No. 3836R Permit to Calpine Operating Services Company; ROI17-0005

Recommended Actions:

Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) to Calpine Operating Services Company for installation of a temporary dam to bypass an unnamed stream, tributary to Cobb Creek, for the emergency washout repair on John Kingcade Road.

Executive Summary:

Sonoma County requires that an application for a roiling permit be filed with the Board of Supervisors prior to work or operations in a river, stream, or channel which may decrease the clarity of jurisdictional waterways. This requirement is to help ensure water quality and environmental protection. The recommended resolution will issue a roiling permit to Calpine Operating Services Company for the installation of a temporary dam to bypass an unnamed stream, tributary to Cobb Creek, for the emergency washout repair on John Kingcade Road.

Discussion:

During the winter of 2016, a portion of John Kingcade Road was washed out due to flooding and rendered the roadway inaccessible. Vehicular access to facilities and personnel has been compromised by decreasing response time to personnel that are in contact with potentially toxic and/or hazardous chemicals, electrical, steam, and heavy equipment. John Kingcade Road is considered a principal access road and connects various geothermal power plants, well-pads, and critical infrastructures within the Geysers steam field.

Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of these waterways.

Concurrent Resolution No. 88-1220 of the Board of Supervisors requires that applications for permits describe the work or operations to be done, the purpose of the work or operations, the manner in which

the work or operations will be carried out, and the time within which the work or operations will be completed. Pursuant to the Resolution, applications must be accompanied by a copy of the agreement required by Section 1601 et seq. of the California Fish and Wildlife Code and water discharge permits applicable to the work or operations, if any, pursuant to the Porter-Cologne Water Quality Control Act. Applications by public agencies must also be accompanied by evidence of compliance with the California Environmental Quality Act.

As of 25 May 2017, the applicant has formally notified Department of Fish and Wildlife with "Notification of Emergency Work." US Army Corps of Engineers (USACE) has also been formally notified with USACE Regional General Permit 5 (RGP5), which is a permit intended for repair and protection activities in emergency situations. In addition, Notice of Intent (NOI) for Regional General Permit 5 has been filed with North Coast Regional Water Quality Control Board. Please note that the approval and issuance of this roiling permit does not relieve the project from obtaining any necessary permits and authorizations required by other agencies.

The applicant proposes to perform an emergency repair of the damaged portion of John Kingcaid Road. The repaired road will be adjusted to the west of its former alignment and new storm drain pipe system will be installed to prevent future undermining of the road. Although the actual construction of the repair has already been approved by Permit and Resource Management Department under a separate grading permit (GRD17-0069), the applicant has applied for a roiling permit as the work requires an installation of a bypass in the nearby unnamed "ephemeral stream"—a stream that flows for brief periods in response to rainfall—to keep the construction site dry. At the time of the application submittal, the creek was dry and the bypass was deemed unnecessary; however, the applicant requested for the roiling permit as a preemptive measure in case of a rain event that may introduce running waters in the stream. Applicant is proposing to install a "cofferdam"—a temporary dam used to retain water that will be pumped out—in the main channel, which will intercept the running water that will be rerouted away from the construction site via a fire hose line with the help of a generator-powered pump in case of a substantial amount of rainfall. The cofferdam installation is proposed to commence no earlier than 6 June 2017 and the removal is scheduled to be completed by 5 July 2017.

The 3836R permit and 30-day extensions require a 4/5 approval vote by the Board according to the requirements of the 1988 ballot measure creating the 3836R Ordinance.

Prior Board Actions:

None

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Project will restore primary access road between critical facilities within the Geysers steam field operation, which will reestablish proper response time for personnel that are in contact with potentially toxic or hazardous materials.

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Permit costs are covered by fees.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

A) Draft Board of Supervisors Resolution
B) Application
C) Location Map

Related Items "On File" with the Clerk of the Board:

Application Packet

County of Sonoma
State of California

Item Number: _____

Date: June 6, 2017 Resolution Number: _____

☑ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Issuing A Permit Pursuant To Section VIII of Ordinance No. 3836R Of The County Of Sonoma To Calpine Operation Services Company To Bypass An Unnamed Stream, Tributary To Cobb Creek, For The Emergency Washout Repair On John Kingcade Road

Whereas, Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of a river or stream; and

Whereas, an application was filed by Calpine Operation Services Company for an Ordinance No. 3836 permit for bypassing an ephemeral stream for the emergency repair on John Kingcade Road, at the Permit and Resource Management Department in the manner prescribed by Resolution No. 88-1220 as amended by Resolution No 89-0746 of the Board of Supervisors; and

Whereas, the Board of Supervisors has reviewed said application; and

Whereas, the requirements of section VIII of the Sonoma County Code include a restriction to perform permitted activities within a period of 30 days and a requirement that all approval votes be by a 4/5th majority of the Board of Supervisors

Now, Therefore, Be It Resolved

1. That the Board of Supervisors finds and determines that the work and operations described on said application is necessary and that the work and operations will be performed in a manner which will not unreasonably decrease the clarity of the waters of the rivers or steams of the County of Sonoma;

2. That a permit is hereby granted to applicant to perform the work and operations described in the aforementioned application;

3. That permit is hereby granted to the applicant to perform the work described herein

within 30-day period commencing on June 6, 2017;

4. That the work and operations shall be performed in the manner described in the application and in accordance with the terms and conditions of any applicable agreement required by Section 1601 et seq. of the California Fish and Wildlife Code, any applicable waste discharge permit issued pursuant to the Porter-Cologne Water Quality Control Act (commencing at Section 13000 of the California Water Code), and Chapter 26A of the Sonoma County Code and any plans adopted pursuant thereto;

Be It Further Resolved that the permit and permit extensions are hereby granted to the applicant pursuant to Section 25526.6 of the Government Code.

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.

Roiling Permit Application

DRN-003

The Board of Supervisors approves all roiling permits under Section VIII of the Water Clarity Ordinance of the County of Sonoma, Ordinance No. 3836R (Chapter 23 of the Sonoma County Code).

A complete application must be submitted to the Permit and Resource Management Department a minimum of eight weeks before the start of project.

☒ Applicant ☐ Owner ☐ Architect \ Engineer

William King	
Name	
10350 Socrates Mine Road	
Mailing Address	
Middletown	CA / 95461
City/Town	State/Zip
707.431.6097	707.431.6203
Phone	Fax
5/15/2017	
Work start date	
Signature	

Project Site Information

Approx. 5 mi. N. of Big Sulfur Cr. & John Kingcade	
Address(es)	
Geysers Steamfield	
City/Town	
117-170-002	
Assessor's Parcel Number(s)	
Unnamed	
River or Stream Name	
6/2/2017	
Estimated completion date	
5/9/2017	
Date	

Types of work (check one):

- ☐ To protect riparian property adjacent to a river or stream.
- ☐ To construct recreational dams.
- ☒ To perform construction work on riparian property, the nature of which may decrease the clarity of the waters of the river or stream.
- ☐ To construct temporary bridges, dikes, dams and settling ponds in connection with mining operations, or for agricultural uses.

Application Requirements:

A. A detailed statement describing the work or operations be done and the manner in which they will be carried out to avoid unreasonably decreasing the clarity of the river or stream, including any proposed monitoring or mitigation measures. See attached

B. A location/vicinity map (8 ½ in. X 11 in.) showing where the project is located in relation to nearby lots, streets, highways and/or major natural features(e.g., locator maps & road maps). Attached

C. A copy of the Fish and Game permit or waiver. See attached CDFW Emergency Notification

D. A copy of the Army Corps of Engineers permit for this project, if required. NA - ACOE Nationwide 3a

E. A copy of the California Regional Water Quality Control Board water quality certification, if required. See attached 401 Emergency Certification Application

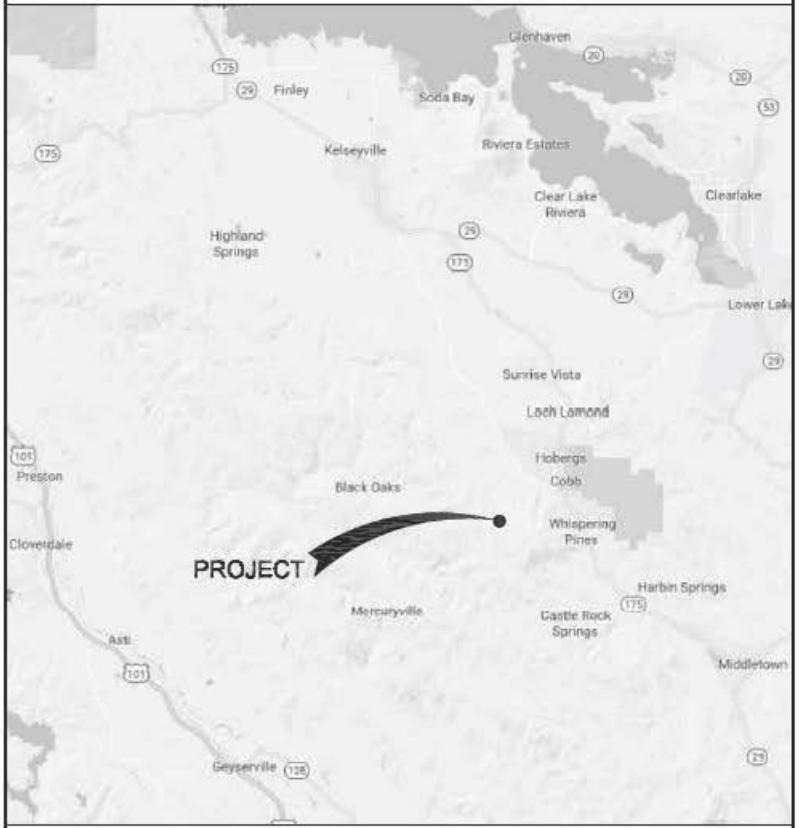
F. A copy of the last roiling permit, if any. NA

G. A check payable to "PRMD" (see current fee schedule). This fee includes any requested extensions for the calendar year.

H. A copy of the California Environmental Quality Act (CEQA) document. See attached

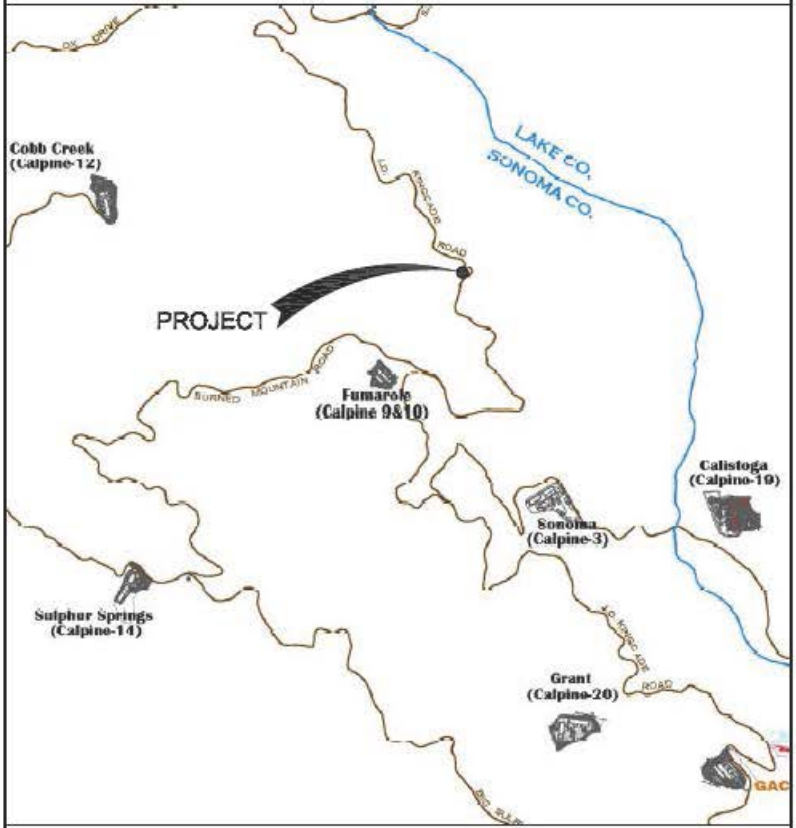
I. A copy of any approved County permit conditions (e.g. mining approval). See attached

LOCATION MAP

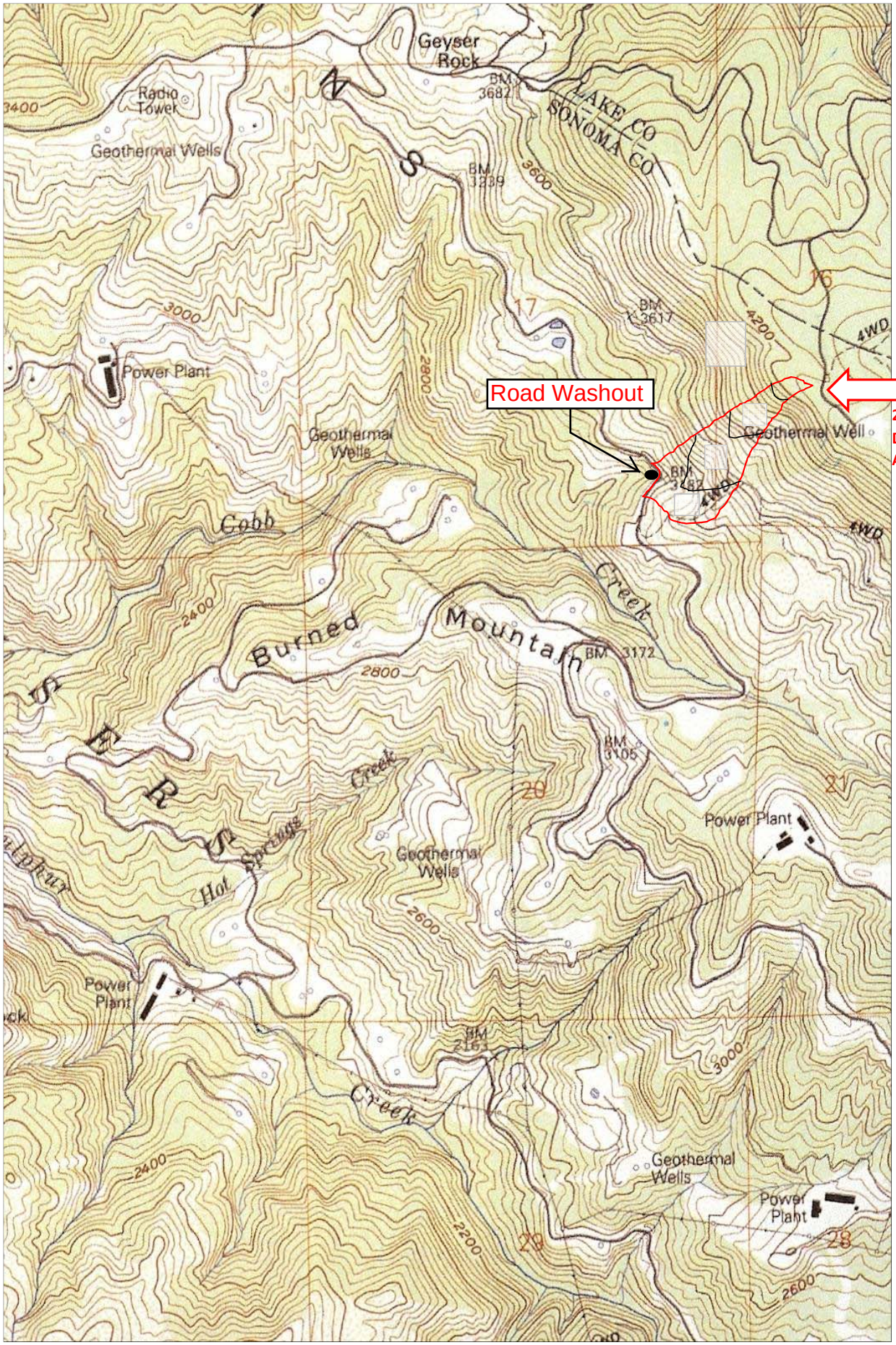


SONOMA & LAKE COUNTIES

VICINITY MAP



CALPINE GEYSERS


Geyser Rock
BM 3682
LAKE CO
SONOMA CO
Radio Tower
Geothermal Wells
BM 3239
3600
3000
17
16
BM 3617
4200
4WD
2800
Power Plant
Road Washout
24.2 acre Drainage Area
Geothermal Wells
Geothermal Well
BM 3187
Cobb
Creek
2400
Burned Mountain
BM 3172
2800
BM 3105
20
21
Power Plant
Hot Springs Creek
Geothermal Wells
2600
Power Plant
BM 2161
3000
Creek
Geothermal Wells
2400
Power Plant
2200
29
28
2600

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 17
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 6, 2017

Vote Requirement: Majority

Department or Agency Name(s): Probation

Staff Name and Phone Number:
Larissa Heeren (707) 565-6294

Supervisorial District(s):

Title: Professional Services Agreement for Juvenile Evening Reporting Center

Recommended Actions:

Authorize the Chief Probation Officer to execute a Professional Services Agreement with The Center for Social and Environmental Stewardship to provide a Juvenile Evening Reporting Center program to delinquent youth to support positive youth development for a term of July 1, 2017 through June 30, 2018, in an amount of $275,000.

Executive Summary:

The Probation Department requests Board approval to execute a Professional Services Agreement with The Center for Social and Environmental Stewardship to provide a Juvenile Evening Reporting Center program to youth involved in the Juvenile Justice System. Vista Academy is a Juvenile Evening Reporting Center where youth engage in a variety of programing including evidence based programs that have been shown to reduce recidivism, academic support, employment development, recreational and physical education activities, and other activities consistent with the positive development of youth. The program is designed to structure a youth's time while addressing their criminogenic needs (those needs shown to be linked to commission of crimes). Approximately 26 youth per year are provided this service. For fiscal year 2017-2018, funding from the Youthful Offender Block Grant has been allocated for this agreement. This amount was based on historical spending on this program. Funds not used for this agreement will be conserved for future use.

Discussion:

Description of Services
Vista Academy is an intensive, community-based, after-school program intended to supervise, assist, and serve juveniles who have been referred by Probation or Court-ordered to attend the program. Vista provides intensive services that are designed to structure a significant amount of a minor's free time over a period of several months and help youth gain skills and connections to support crime-free living. Ideal candidates are male or female, age 14-17, who struggle to maintain successful probation because of poor impulse control/ inadequate consequential thinking and would benefit from the structuring of

significant amounts of their free time and intensive behavior change services. Currently the program can serve a total of 24 youth at a time, including up to 6 girls and up to 18 boys.

Request for Proposals

In 2010 Probation conducted a Request for Proposals process for a Juvenile Evening Reporting Center. The Center for Social and Environmental Stewardship was the successful bidder in the process and held the contract until a subsequent RFP was completed in 2014. The Center was again the successful bidder in the 2014 process. A one year contract was executed for the 2014-2015 fiscal year and a subsequent two year agreement was executed covering fiscal years 2015-2016 and 2016-2017. The Probation Department would now like to execute a new one year agreement with the Center, further described below. A new RFP will be completed at the end of fiscal year 2017-2018 for this service.

New Agreement/Modification to Program

Probation intends to execute a one year contract with The Center for Social and Environmental Stewardship that would expire June 30, 2018. Currently the program can serve a total of 24 youth at a time, including up to 6 girls and up to 18 boys. However Probation has historically only referred a maximum of 16 youth at any given time to these services and the population of the girls program has hovered between zero and two girls over the last year. Many of the youth who might otherwise have participated in this program are being served through other intensive intervention programs in the community, such as Wraparound and Intensive Case Management provided by Seneca Family of Agencies and Assertive Community Treatment provided by Sunny Hills Services. The new agreement will reduce the size of the program to 16 boys and eliminate the girls program. Those girls who historically may have received this service will be served through other intensive programming in the community, which the Department believes will better address the gender-specific needs of our young female population. This new agreement will conserve funds while still providing needed services to delinquent youth.

Outcomes

Short term outcomes are reported to Probation annually for this program. While in Vista Academy, youth participate in a variety of programming. Some of the outcomes reported for Vista Academy during fiscal year 2015-2016 are listed below.

- A majority of participants reported increases in skills for dealing with feelings.
- A majority of participants reported increases in alternatives to aggression skills.
- A majority of participants reported decreases in overall aggressive responses.
- A majority of participants reported overall increase in moral judgement and empathy.
- 94% of those who submitted school progress documentation demonstrated evidence of earned credits, receipt of special school achievement or recognition, and/or all passing grades on report cards.

Furthermore, evaluations of programming used at Vista have shown positive, long-term impacts related to recidivism reduction.

Prior Board Actions:

Annually beginning 10/19/10 the Board has authorized agreements for the Juvenile Evening Reporting center and Youthful Offender Block Grant programs, including the most recent agreement for Vista Academy, authorized on June 16, 2015.

Strategic Plan Alignment	Goal 1: Safe, Healthy, and Caring Community

Vista Academy is an intensive, community-based, after-school program intended to supervise, assist, and serve juveniles who have been referred by Probation or Court-ordered to attend the program. Vista provides intensive services that are designed to structure a significant amount of a minor's free time over a period of several months and help youth gain skills and connections to support crime-free living.

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses		$275,000	TBD
Additional Appropriation Requested			
Total Expenditures		$275,000	**TBD**
Funding Sources			
General Fund/WA GF			
State/Federal		$412,000	TBD
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		$412,000	**TBD**

Narrative Explanation of Fiscal Impacts:

The total annual contract amount for this agreement is $275,000. For fiscal year 2017-2018, funding from the Youthful Offender Block Grant has been allocated for this agreement. This amount was based on historical spending on this program. Funds not used for this agreement will be conserved for future use.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

None

Attachments:

Professional Services Agreement with The Center for Social and Environmental Stewardship

Related Items “On File” with the Clerk of the Board:
NA

Standard Professional Services Agreement ("PSA")
Revision I – March 2017

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of July 1, 2017 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and The Center for Social And Environmental Stewardship, a California non-profit corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified California non-profit corporation, experienced in providing early intervention and prevention services for juvenile offenders; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for the provision of delivering counseling, educational, pro-social and cognitive behavioral programs for Sonoma County juvenile offenders.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

l. Scope of Services.

1.1 Consultant's Specified Services**.** Consultant shall perform the following services within the times or by the dates provided herein. Upon request of County and at the direction of the Sonoma County Probation Department, Consultant shall provide services for the benefit of Sonoma County juveniles pursuant to the "Juvenile Probation Program." The specific services Consultant shall provide under this Agreement are detailed in the Scope of Services which is attached to this Agreement as Exhibit "A" and incorporated herein. Should there be any conflict between this Agreement and the documents attached as Exhibit "A," the terms of this Agreement shall prevail. The County does not guarantee any minimum or maximum amount of work under this Agreement.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, including internal quality assurance processes appropriate to ensure the service is delivered as designed, as well as the

requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel. Consultant, and all of its subcontractors who provide services under this Agreement, shall comply with the following requirements regarding personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. All direct service personnel must pass a background examination and be fingerprinted before performing any services under this Agreement. Consultant's employees shall follow the fingerprinting procedure set forth in Exhibit "D", incorporated herein by this reference. Fingerprint reports shall be forwarded to the County's Chief Probation Officer for review. County's Chief Probation Officer shall have the discretion to approve Consultant's employees for working with the Youth served under this Agreement.

c. All persons assigned to perform services under this Agreement on behalf of Consultant are subject to background investigations performed by or under the direction of the Probation Department.

d. All persons assigned to perform services under this Agreement on behalf of the Consultant must comply with the requirements of the Prison Rape Elimination Act of 2003 (PREA) and Probation Department policies regarding PREA.

e. All licensed therapists assigned to perform services under this Agreement on behalf of Consultant shall submit copies of a valid licensure from the State of California.

f. All persons assigned to perform services under this Agreement on behalf of consultant shall submit certification of appropriate training to deliver proprietary programming.

g. Consultant shall notify the County in writing within 30 days of any change in personnel holding the positions of Executive Director or Financial Director within its organization. Consultant is responsible for arranging for training, as prescribed by the Auditor's Office, for the new Executive Director or Financial Director within 60 days of their assuming their new positions. Consultant's failure to comply with the

provisions of this Section shall be deemed a material breach of this Agreement and may result in a loss of funding and/or contract termination.

h. In the event that any Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

1.5 Program Referrals. The only individuals who may participate in the Consultant's programs under this Agreement are those who have been referred to the program by the County or who are eligible for the program based on criteria approved by the County. All referrals must be submitted on approved County forms. For all program services, Probation will contact minor and family participants to notify them of referral to services. Consultant shall contact family of referred minor and report the status of contacts within ten (10) business days of Probation's referral form. Participation of any individual not referred by the County or through the procedures established herein shall result in the disallowance of the Consultant's costs associated with the participation of that individual in Consultant's program.

1.6 Access to Probation Department Facilities. Consultant may be permitted access to Probation Department facilities for the purpose of performing the services required under this Agreement. Consultant shall ensure that persons not otherwise authorized to perform services hereunder do not enter the facilities with Consultant. Consultant agrees to comply with all Probation Department policies and procedures, and any directives issued by Probation Department staff, relating to safety and security while performing services in the facilities.

2. Payment.

2.1 Payment. For all services required and incidental costs incurred hereunder, Consultant shall be paid in accordance with the rates set forth in the estimated budget and Fee Schedule, attached hereto as Exhibit "B" and incorporated herein by this reference. The amount to be paid to Consultant for all services performed under this Agreement shall not exceed two hundred and seventy five thousand ($275,000). Such amount is not an estimate or minimum guarantee of payment under the Agreement; the amount to be paid under this Agreement shall be made in accordance with the terms set forth herein.

2.2 Monthly Billing Statements. The Consultant will submit Monthly Invoices within 10 business days after the end of the month in which the services were rendered. Each invoice shall be supported by Monthly Logs and Timesheets, in the formats attached hereto as Exhibit G as follows: (a) Client Sign-In Sheet; (b) Group Sign-In Sheet; (c) Client Tracking Sheet; and (d) Extension/ Suspension of Services Form. County shall provide descriptions or samples of the identified reports upon Consultant's request.

2.3 Funding and Program Changes. The County reserves the right to modify levels of funding for programs and renegotiate program budgets, if needed, due to increases or decreases in funding from the State. The County also reserves the right to request changes in

program design to accommodate a change in circumstances or a change in State requirements. The County Chief Probation Officer has authority to request and approve program design changes that do not significantly alter this Agreement.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from July 1, 2017 to June 30, 2018 unless terminated earlier in accordance with the provisions of Article 4 below. Consultant's obligations set forth in Sections 1.2, 5, 8, 9, and 15 shall survive after such termination.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Termination for Non-Appropriation**.** County may terminate this Agreement at any time, upon giving Consultant thirty (30) days written notice, for any of the following reasons:

a. County has exhausted all funds legally available for payments to become due under this Agreement;

b. Funds, which have been appropriated for purposes of this Agreement are withheld and are not, made available to County;

c. No appropriation of funds for payments has been made for purposes of this Agreement in the budget for the next fiscal year; or

d. An appropriation of funds for the next fiscal years has been made for purposes of this Agreement, but prior to actual release, such appropriation has been withdrawn.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain,

insurance as described in Exhibit E, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Confidentiality Requirements. Consultant and its directors, officers, employees, agents, and subcontractors shall comply with the provisions of Section 10850 of the Welfare and Institutions Code to ensure that:

9.1 All applications and records concerning any individual or client made or kept in connection with the administration of any provision of the services provided by this Agreement shall be CONFIDENTIAL, and shall not be open to examination for any purpose not directly connected with the administration of the services provided herein.

9.2 No person shall publish, disclose, use, permit, or cause to be published, disclosed, or used any confidential information pertaining to an applicant or recipient of services provided under this Agreement.

9.3 Consultant agrees to inform all of its directors, officers, employees, agents, and subcontractors of the provisions of Welfare and Institutions Code section 10850, and that any person knowingly and intentionally violating the provisions of this paragraph is guilty of a misdemeanor.

9.4 With respect to any media coverage, Consultant and its directors, officers, employees, agents and subcontractors shall comply with all confidentiality requirements as set forth above.

10. General Administration Requirements.

10.1 Client Entry and Exit Forms. Consultant shall complete Entry and Exit forms, to be provided by the County. Consultant shall provide the completed form to the County within five (5) days of the date the entry or exit occurred. County shall provide descriptions or samples of the identified reports upon Consultant's request.

10.2 Client Tracking Forms. Consultant shall complete a Client Tracking Form to be provided by the County. Consultant shall provide the completed form to the County on a semi-monthly schedule, on the tenth (10th) business day of every month, and on the last business day of every month. County shall provide descriptions or samples of the identified report upon Consultant's request.

10.3 Reporting Requirements. Consultant must comply with all data and information requests as required by California Government Code 30061 and Sonoma County Probation. Information provided in response to such requests must be accurate, complete, and provided on Sonoma County-approved formats only. Failure to report on approved program forms or complete all required fields of requested information shall result in the disallowance of the Consultant's costs associated with the participation of the particular Youth in Consultant's program. In addition, Consultant shall comply with the following:

10.3.1 Consultant shall provide separate reports (data and outcome measures) for each program as described in Exhibit C.

10.3.2 Consultant shall complete and file quarterly with County a Personnel and Collaborative Report, on the form provided by Sonoma County Probation.

10.4 Fiscal Management. Consultant shall maintain a financial management system to ensure control over the use of funds received by the Consultant in accordance with generally accepted accounting principles and cost allocations and 2 CFR 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular).

10.4 Audit Requirement. Consultant shall conduct an annual audit with respect to all grant funds received under this Agreement in conformity with the Single Audit Act Amendments of 1996, and in accordance with 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (The Super Circular), as appropriate. Consultant shall provide the results of such annual audits to County.

10.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement. Consultant shall maintain such records for a period of five (5) years following completion of work hereunder. If, at the end of the 5 years, there is ongoing litigation or an outstanding audit involving those records, the Consultant shall retain the records until resolution of the litigation or audit. Such records shall include:

a. Referral and enrollment information;

b. Notices of termination, and successful and unsuccessful completion;

c. Attendance records and time sheets for Youth;

d. All files referring to Youth, including personnel files;

e. All time sheets and documentation to support salary and benefit cost expenditures and service and supply expenditures; and

f. Any other documentation requested by the County that relates, directly or indirectly, to the services provided hereunder.

10.6 Records Disclosure. Consultant shall, during normal business hours and as often as any agent of the County, state or federal government may deem necessary, make available for examination and/or duplication all of its records with respect to all matters covered by this Agreement, including records to verify the consistent application of quality assurance processes as described in Exhibit "C". Consultant acknowledges that the above-named entities shall have the right to observe, monitor, evaluate, audit, examine, and investigate all activities of the Consultant associated with this Agreement.

10.7 Program Income Reporting. In the event that any activities conducted pursuant to the terms of this Agreement generate income to Consultant, Consultant shall report that income to the County for directions as to its disposition in accordance with instructions received by the County from the State of California. Consultant agrees to comply with any instructions it receives from County in this regard. In the event Consultant receives any compensatory credits and refunds, for which County has previously reimbursed Consultant, then Consultant shall remit such compensatory credits and refunds to the County.

11. Representations of Consultant.

11.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

11.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

11.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

11.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

11.5 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

11.6 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

11.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

11.8 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

11.9 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

11.10 Ownership of Work Product**.** All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. Consultant shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

11.11 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

12. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

13. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

14. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Attention: Probation Administration Sonoma County Probation Department 600 Administration Drive, #104J Santa Rosa, CA 94503 Larissa.herren@sonoma-county.org
TO: CONSULTANT:	The Center for Social and Environmental Stewardship 9619 Old Redwood Hwy Windsor, CA 95492 Phone: (707) 838-6641

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

15. Miscellaneous Provisions.

15.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

15.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

15.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

15.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT:

The Center For Social
and Environmental Stewardship

By: Nancy Lesa, Ph.D.
Executive Director

Date: May 22, 2017

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By:_____
Department Head

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: 5-17-17

EXHIBIT A
SCOPE OF WORK

Vista Academy Program

Vista Academy's strength-based elements will be delivered as trauma informed, psycho-educational group and individual activities focused on the unique psychological, social, and developmental needs of adolescents. Vista Academy's principal intervention strategy will align with the Positive Youth Justice model in a highly structured comprehensive framework of cognitive-behavioral techniques with activities and interactions designed to increase pro-social functioning to support each Participant's development of protective factors and new social assets to reduce likelihood of re-offending. Youth attending Vista Academy will continue to attend school, live at home, attend required court hearings and continue involvement in pro-social activities and other partnering agencies services as directed by Juvenile Probation or the Court. A daily maximum of 16 Boys will be served at Vista Academy. When all slots are not filled by youth participating in the full phased program, Probation may refer clients to participate in specialized programming for shorter durations.

Research has established the relationship between trauma exposure, traumatic stress, and behavior. The Center's trauma-responsive services are delivered with recognition of this relationship. The Center has served many juvenile justice involved youth who have life experiences imbued with trauma. Youth who have experienced trauma at home or in their communities have often resorted to maladaptive methods in an effort to feel safe. These methods may include behaviors such as carrying weapons, engaging in physical conflict in situations they perceive as calling for "self-defense," joining gangs, and self-medicating with drugs or alcohol. The Center recognizes that the effects of trauma continue to affect a youth's behavior in day-to-day interactions and may be exhibited by depression, fear, and anxiety; low self-esteem; self-destructive behavior; combative self-preservation; mistrust of adults; perceptions of unfairness; uncontrolled anger; deep sadness; and extreme sensitivity to rejection. With The Center's extensive training in trauma-informed care, coupled with training in adolescent development Vista Academy services will target dynamic criminogenic needs through a behavioral approach to support each Participant's development of pro-social skills as he adapts new patterns of positive behavior and increase in competencies relevant to becoming a successful adult. Vista Academy will also utilize an interactive approach through group activities where each Participant will interact in peer-to-peer skill rehearsal receiving guidance to build or increase efficacy in positive interactions with peers, educators, family members and the community.

Positive Youth Justice Principles combined with Trauma Informed Practice inform The Center's service delivery. Vista Academy will be operated as a trauma-informed program offering each Participant:

- An environment where he feels respected and supported, physically, socially and emotionally safe;
- Opportunities for Participants to have his voice heard, contribute and set personal goals;
- Self-awareness skill development with the opportunity to reflect and assess choices;
- Consistent schedules and procedures with sufficient notice and preparation when changes are necessary;
- Communication that is consistent, open, respectful, and compassionate; and
- Services that demonstrate an awareness that an individual's culture affects how people perceive trauma, safety, and privacy.

Vista Academy will provide each Participant with a coordinated developmentally rich activities designed to support increases in each Participant's social, moral, emotional, physical and cognitive competence. Vista Academy Participants will receive services in a safe, structured environment where he will experience: individual attention; a positive peer culture; personal goal setting and achievement; clear rules; high quality instruction; appropriately high expectations; opportunities to practice skills; increase in self-direction; experience strong respectful relationships with adults; and participation in service-learning activities in the community.

Vista Academy's components will align with the principles of Positive Youth Justice in core practice domains: work, relationships, health, education, community, creativity. Positive Youth Justice Domains will be delivered through Vista Academy Program elements and will incorporate Positive Youth Justice Key Assets: Learning/Doing and Attaching/Belonging:

Core Practice Domains	Vista Academy Elements
WORK	• Career Pathway Exploration • Financial Literacy education • Tackling the Tough Skills™ • Employment search practice • Interview practice • Resume creation
RELATIONSHIPS	• Moral Reconation Therapy® (MRT) • Aggression Replacement Training® (ART) • The Council for Young Men and Boys
HEALTH	• Recreation and Physical education activities • The Matrix Model for Youth and Young Adults
EDUCATION	• Homework assistance • Tutoring • Credit recovery support
COMMUNITY	• Environmental Education focused on community care • Guided service-learning/community service
CREATIVITY	• Expressive arts • Photography skill development

To extend the hours of intensive supervision and ensure the safety of Participants, Vista Academy Staff will provide transportation for Participants who reside within 30 miles of the Program site. Vista Academy Staff will use The Center's vehicles to transport Participants to Program and home. Each Participant's transportation plan will be discussed during the first meeting with Youth and Parent/Guardian. Vista Academy Staff will obtain parent or guardian permission to transport each Participant to Program, home and all off-site activities. If a Participant's Probation Officer determines that a Participant may self-transport, Vista Academy Staff will support the Participant to plan their own transportation to ensure they arrive on time at Vista Academy.

Vista Academy services will be provided Wednesday-Friday. During the school year, Vista Academy will operate from 2:00-8:00pm. During summer months, transport to the program begins at 11:00am and

transport home begins at 4:30pm. Hours will be adjusted during school holidays and school breaks. Vista Academy will be closed November 22, 23, 24 and December 27, 28 and 29.

Snacks and nutritional meals will be served daily.

Referral to services

- Probation will provide the Consultant's designated coordinator(s) with the referral form and all other pertinent documents.
- Consultant shall assign the referral to the appropriate staff.
- The staff shall contact family of referred minor and report the status of contacts to Probation within ten (10) business days of the date of Probation's referral.

Start of Services

- Consultant will email Probation to advise that the intake interview is scheduled and when services will begin. At that time, Probation provides any pertinent information regarding the current disposition of the client's case.
- Consultant shall provide the completed Entry form to the County within five (5) business days of the date services begin.

Completion of Services

- As the client nears completion of the program, Consultant or designated coordinator will request an Exit form from Probation.
- Consultant shall provide the completed exit form to the County within five (5) days of the last session. The Exit form includes the Consultant's evaluation information regarding the success of the client in the program and any further referral the Consultant believes would be beneficial.

Missed sessions

- Consultant shall notify Probation the business day following a missed, regularly scheduled appointment/class/meeting.

EXHIBIT B
BUDGET

Vista Academy Program
Budget July 2017- June 2018

Personnel

Title	Earnings	Benefits
Manager	$ 48,000.00	$ 12,574.00
Client Service Specialist	$ 31,200.00	$ 8,604.00
Client Service Specialist	$ 12,600.00	$ 2,698.56
Client Service Specialist	$ 36,000.00	$ 9,544.00
Client Service Specialist	$ 31,200.00	$ 8,604.00
	$ 159,000.00	$ 42,024.56

Total Earnings	$159,000.00
Total Benefits	$ 42,024.56
Total Personnel	$201,024.56

Program Expenses

Program Supplies	$ 3,350.00
Occupancy	$ 45,000.00
Communications	$ 1,700.00
Printing and Duplication	$ 900.00
Transportation Expenses	$ 4,350.00
Total Program Expenses	$ 55,300.00
Total Operating Expenses	$ 256,324.56
Indirect Expenses	$ 18,675.44
TOTAL	$ 275,000.00

EXHIBIT C
QUALITY ASSURANCE AND OUTCOMES

Consultant will use the following to monitor quality of program delivery and program outcomes. Information will be shared with Probation at quality assurance visits and in at least one written outcomes report per year.

Quality Assurance Activities – The following activities will be conducted by the Consultant for quality assurance purposes:

Quality Assurance Activity	**Frequency**	**Documentation**	**Quality Improvement Response**
ART "How I Think Questionnaire" Pre-Measure completed by Participant ART "Skillstreaming" Pre-Measure completed by Participant ART "Aggression Questionnaire" Pre-Measure completed by Participant	1 x at beginning of 10-week group cycle	How I Think Questionnaire Skillstreaming Checklist Aggression Questionnaire	Vista Academy Program Staff ensures that all Participants complete Pre-Measure documentation prior to start of 10-week group cycle
ART "How I Think Questionnaire" Post-Measure completed by Participant ART "Skillstreaming" Post-Measure completed by Participant ART "Aggression Questionnaire" Post-Measure completed by Participant	1 x at end of 10-week group cycle	How I Think Questionnaire Skillstreaming Checklist Aggression Questionnaire	Vista Academy Program Staff ensures that all Participants complete Post-Measure documentation at end of 10-week group cycle

The Council for Young Men and Boys Program Confidentiality and Responsibility Statement	1 x before 10-week group cycle	Program Confidentiality and Responsibility Statement Form	Vista Academy Program Staff ensures that all Participants read and sign Program Confidentiality and Responsibility Statement Form prior to start of 10-week group cycle

Outcome Measure	**Tool**
Participants increase their awareness of career clusters Participants acquire employment search skills Participants will have resume ready when applying for a job Participants gain interviewing skills	Career Exploration Inventory®, resume
Participants gain understanding of how to manage money and plan for future financial needs	FFL® worksheets
Participants gain increase in awareness and understanding about the health impacts of substance use	The Matrix Model for Teens and Young Adults group activities
Participants gain increase in school credits toward graduation	School progress reports

EXHIBIT D
Juvenile Probation Fingerprinting Procedure for Community Based Organizations

Any individual who may provide services, under this Agreement, or who otherwise has one-on-one contact with juveniles that County has referred to Consultant, must be fingerprinted as required by the County Probation Department guidelines. Accordingly, each individual must follow the procedures below:

1. Community Based Organization (CBO) contact will submit Direct Service Staff Roster to Probation contact, prior to contacting Probation HR Administrative Aide. This roster is the tool to communicate additions and deletions of CBO staff.

2. Prior to having livescan fingerprints taken, the individual will complete the "Agreement to Background Check" form (on the following page) and submit it to the Probation Administrative Aide or HR Liaison. Forms may be faxed to 565-2503.

3. CBO staff-member will contact the Probation HR, at 565-2798 or 565-4591 to begin the fingerprinting process and to receive instructions on scheduling the fingerprinting appointment.

4. CBO Staff-member will return the fingerprint form to the Probation Department following the appointment.

5. When background results have been determined, Probation HR Liaison will notify Probation contact. The Probation contact will notify CBO contact of background results.

Agreement to Background Check

I, _____, understand that I have a right to privacy guaranteed by the Constitution of the State of California. I further understand that in order for me to be considered for assignment to work with/provide services to clients of the Sonoma County Probation Department (Probation), it is necessary that a background check be run on me by Probation. I hereby consent and permit Probation to conduct such a background check on me. In addition, I hereby release and discharge Probation from and against any and all claims, liability, or damages that may result therefrom.

I understand that if I am assigned to perform work with Probation clients, I may come into contact with confidential and privileged documents. I further understand that in the course of being employed, I may hear privileged or confidential conversations. I agree that I will keep these conversations and documents private and confidential and will not disclose them to any person or entity unless required to do so by law.

Applicant Signature:_____ Date:_____

Witness Signature: _____ Date:_____

(Witness Signature must be completed before this form is sent to Probation HR)

EXHIBIT E
County of Sonoma Contract Insurance Requirements – Template #5

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Workers Compensation and Employers Liability Insurance

- **a.** Required if Consultant has employees as defined by the Labor Code of the State of California.
- **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
- **d.** *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

- **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- **d.** **County of Sonoma, its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance:*

- **i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
- **ii.** Certificate of Insurance.

Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

Professional Liability/Errors and Omissions Insurance

a. Minimum Limits: $1,000,000 per claim or per occurrence; $1,000,000 annual aggregate.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. *Required Evidence of Insurance*: Certificate of Insurance.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

a. The Certificate of Insurance must include the following reference: Sonoma County Probation Department – JJCPA.

b. All required Evidence of Insurance shall be submitted prior to the execution of this

Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
County of Sonoma, its Officers, Agents and Employees
Juvenile Probation - Department B
7425 Los Guilicos Road
Santa Rosa, CA 95409
Larissa.Heeren@sonoma-county.org

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit F
Monthly Invoice

CBO
Program

Monthly Invoice

_____
Invoice Number

_____
Billing Month and Year

_____
Date Received

	$###.##	##	$#,###.##
	$###.##	##	$#,###.##
	$###.##	##	$#,###.##
	$###.##	##	$#,###.##
Subtotal Program Billing			$#,###.##

	$#,###.##

Attach respective Client Sign-In Sheets, Group Service Logs, Client Tracking Forms, and Extension/ Suspension of Services Forms (if applicable) to this Invoice for payment.

EXHIBIT G
Client Sign-In Sheet/Group Sign-In Sheet,

Individual or Family Services

Instructions: This sheet must be completed in its entirety and the original submitted with Monthly Invoice for payment. Incomplete entries will not be paid.

Client Sign-In Sheet

CBO
PROGRAM

_____
Billing Month and Year

Date	Time In	Time Out	Client Name	Client Signature	Staff Name	Staff Signature

Group or Group Parenting Services

Instructions: This sheet must be completed in its entirety and the original submitted with Monthly Invoice for payment. Incomplete entries will not be paid.

Group Sign-In Sheet

CBO
PROGRAM

_____
Billing Month and Year

Date of Group	Start Time	End Time	Hours

Participants	
Name (print)	Signature
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Staff	
Name (print)	Signature

Client Tracking Sheet

PROGRAM - CBO								Success									
			Date	Date	Date	Date	Date	Unsuccess	Date	Date	Date	Date	Date	Date	Date	Date	Date
Probation File #	Last Name	First Name	Referral Date	Received Date	Opened Date	Entry Date	Closed Date	Exit Type	Session 1	Session 2	Session 3	Session 4	Session 5	Session 6	Session 7	Session 8	Session 9

Extension/ Suspension of Services Form

Extension / Suspension of Services Form

This form must be submitted with each incidence of an Extension of services or a Suspension of services provided to youth under the existing contract.

PFN:_____ Name: _____

Request Date:_____

Additional Staff Hours Required if applicable: _____

Service Provider:

Program Name:

Signature of Probation Officer:_____

☐ Extension of Services Requested ☐ Suspension of Services Requested

Dates Affected by this Request: _____

Explanation of Request:

In this section provide the reason for the request.
Examples:

- For an extension of services, is the client in need of extra weeks of services beyond the normal program scope due to a pending event that the service provider can assist with?
- For suspension of services, is the client incarcerated, or otherwise unable to participate in the program for a time, but will be rejoining the program once the issue has been resolved?

Provide specific information.

_____

_____

_____

_____

_____

_____

_____

_____

If approved, Signature of Authorized Probation Administration personnel

REFERRAL FORM

Sonoma County
Probation Department

Referral Form

7425 Rancho Los Guilicos Road
Juvenile Division: Department B
Santa Rosa, CA 95409
MAIN 707-565-6221
FAX 707-565-8639

Program/CBO	[redacted]	Referral Date	8/4/2015 10:27:32 AM

☒ Referred By Probation Officer

Probation Officer	[redacted]	Caseload Number	54
Phone	[redacted]		

Minor's Name	[redacted]	PFN	[redacted]	K#	[redacted]
Address	[redacted]				
Phone/Type	[redacted]	Phone/Type	[redacted]	Phone/Type	[redacted]
Sex	[redacted]	Race	[redacted]	DOB	[redacted]	Age	[redacted]
School	[redacted]			Grade Level	[redacted]

Parent	[redacted]	Phone	[redacted]
Parent	[redacted]	Phone	[redacted]

Sustained Offenses	BP 25608(a) ALCOHOL ON SCHOOL PROPERTY

Probation Notes	RISK LEVEL - HIGH

ENTRY INFORMATION IS DUE TO PROBATION DEPARTMENT WITHIN 14 DAYS OF DATE BELOW.

Processed By	kdiehl	Phone Number	707-565-8667	Date	8/4/2015

The following section is to be completed by Provider. Select "Entered", "Juvenile Refused", or "CBO Declined"; and date of action.

☐ Entered ☐ Juvenile Refused ☐ CBO Declined	Entry/Refusal Date	If CBO Declined: Assessment Begin Date: Assessment End Date:

Print Name	Name of person completing the form	Phone	
Signature	Signature of person completing the form	Date	Date the form is completed.

EXIT FORM

Sonoma County
Probation Department

Exit Form

7425 Rancho Los Guilicos Road
Juvenile Division: Department B
Santa Rosa, CA 95409
MAIN 707-565-6221
FAX 707-565-6329

Program/CBO	[redacted]		
Referral Date	[redacted]	Entry Date	[redacted]

Minor's Information

Name	[redacted]				
PFN	[redacted]	K#	[redacted]	DOB	[redacted]
Age at Entry	[redacted]	Sex	[redacted]	Race	[redacted]

Probation

Probation Completed Since Entry	[redacted]				
Sustained Offenses since Entry	[redacted]				
Number of Arrest(s) since Entry	[redacted]	Number of Violation(s) of Probation since Entry	[redacted]	Number of Detention(s) since Entry	[redacted]

Processed By	[redacted]	Phone Number	[redacted]	Date	[redacted]

Exit Date *	[redacted] Enter the date the client has completed the service
Result	[redacted] Successful or Unsuccessful

Outcomes Narrative	Enter any description of the client's participation level, attitude, etc.

*** EXIT FORM IS DUE TO PROBATION DEPARTMENT WITHIN 14 DAYS OF PROGRAM EXIT DATE.**

Print Name	Name of person completing form	Phone	
Signature	Signature	Date	Date form completed

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 18
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	June 6, 2017
Vote Requirement:	Majority
Department or Agency Name(s):	Probation and Public Defender
Staff Name and Phone Number:	David Koch 565-2731 Kathleen Pozzi 565-3876
Supervisorial District(s):	Countywide
Title:	Resolution eliminating Juvenile Fees

Recommended Actions:

Adopt Resolution to cease imposition and collection of fees associated with the care of juveniles detained in Juvenile Hall or Probation Camp, juvenile supervision, and representation of juveniles in delinquency proceedings effective July 1, 2017, and to effect the discharge of existing receivables associated with these fees.

Executive Summary:

The Probation Department and the Public Defender requests the Board adopt a resolution directing the Chief Probation Officer and Public Defender to cease collection and imposition of fees statutorily permitted to be imposed on juvenile offenders and their families for:

- Supervised drug testing
- Home detention or electronic monitoring, including costs to replace lost or damaged monitoring equipment
- Public Defender registration fees pursuant to Welfare & Institutions Code section 903.15
- Legal services for delinquency proceedings
- Cost of Care in a juvenile detention facility
- Transportation of detained youth

This resolution is proposed effective July 1, 2017, in order to better support the rehabilitative mission of the juvenile justice system. The resolution also directs staff to work to effect the discharge of accountability for all existing juvenile accounts effective July 1, 2017.

Discussion:

California Welfare and Institutions Code section 903 allows counties to levy fees to recoup reasonable costs from parents whose children are housed in a juvenile detention center, and from parents whose

children are on probation and subject to supervision, electronic monitoring and drug testing. The statute defines which costs may be reimbursed and sets caps on certain fees. It also limits the application of fees to only those parents who have an ability to pay, based on a financial evaluation process.

As authorized by that statute, the Board of Supervisors in 2015 approved Resolution 15-0154, setting the daily fee associated with the cost of care (youth housed in juvenile custodial facilities) at $32/day for both Juvenile Hall and the Probation Camp. Youth placed on probation are assessed a flat fee of $145; this was increased to $150 by Board action on May 9 of this year, effective July 1, 2017. Although allowed in the Welfare and Institutions Code, Probation does not assess youth fees for costs associated with electronic monitoring, transportation of youth, or chemical testing, unless specifically ordered by the Court.

Similarly, the Public Defender has the ability to assess a client registration fee of $50 pursuant to Welfare & Institutions Code Section 903.15, and juvenile attorney's fees, to the extent the parents or guardians have the ability to pay, to partially recover costs associated with the representation of juveniles in delinquency proceedings.

Probation Department staff are responsible for establishing reasonable payment schedules based on ability to pay, and make every effort to accommodate a person's payment of these court-ordered fees. Even with these efforts to support families, the total amount of juvenile fees in arrears currently tops $4 million; approximately $3 million of those arrearages were assessed over three years ago. Many accounts are over a decade old and are likely uncollectable.

Jurisdictions originally began imposing juvenile fees in an effort to curtail parental efforts to take advantage of the delinquency system to care for their misbehaving, but not seriously delinquent children. In recent years however, in Sonoma and many other counties throughout California, there have been significant reductions in the numbers of youth who are booked into juvenile hall and placed under probation supervision. Probation makes specific, targeted efforts to ensure that low-risk youth are not incarcerated and thereby brought unnecessarily into the delinquency system; such low-risk youth are now diverted into more appropriate community-based interventions and services. Accordingly, there is no present need for a financial disincentive to keep parents from taking advantage of the juvenile justice system.

Additionally, in the last decade, a better understanding of the demographic profiles of those families whose children are involved in the juvenile justice system has emerged. Despite efforts to reduce disproportionate minority representation in the juvenile justice system, minority youth are still overrepresented in Sonoma County's juvenile justice system. It is also true that most of those youth in the juvenile justice system come from economically disadvantaged families. As such, even a consistent application of juvenile fees – taking into account ability to pay – is therefore disproportionate in its effect on minority families and economically disadvantaged families. Additionally, recent research suggests that juvenile fees can exacerbate family stress, destabilize youth-parent relationships, and worsen juvenile recidivism outcomes (see, e.g., Jessica Feierman, "Debtors' Prisons for Kids? The High Cost of Fines and Fees in the Juvenile Justice System," 2016; Attachment 1). http://debtorsprison.jlc.org/documents/JLC-Debtors-Prison.pdf

Interest in this research is growing, and the media is increasingly reporting on it (see, e.g., Eli Hager, "Your child's been sent to jail, and then comes the bill," *The Washington Post*, March 2, 2017; Attachment 2).

Related to this proposal, Senate Bill 190 (introduced January 2017 by Senators Mitchell and Lara, with Senator McGuire as a co-author) takes aim at existing Welfare and Institutions Code language. Essentially, this legislation would eliminate the panoply of fees assessed youth, and their parents, involved in the juvenile justice system. This bill has passed out of the Senate's Public Safety Committee and been referred to the Appropriations Committee, where it is in Suspense file status.

Adopting the proposed resolution in no way impacts a juvenile offender's responsibilities to fulfill court-ordered victim restitution payments, nor the associated administration fees allowed under statute. The Department believes that an ancillary benefit of eliminating Cost of Care and other juvenile fees is that staff will be able to focus their work with youth and families on fulfilling restitution obligations, therefore expediting payments to victims.

Probation and Public Defender now request to cease collection and imposition of these fees effective July 1, 2017.

Prior Board Actions:

Annually, the Board adopts Probation's Fee Resolution for new or revised fees as needed.
December 11, 2012 – Public Defender Juvenile Registration Fee Implementation and Increase.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Adopting this resolution recognizes and attempts to address the disproportionate impact of juvenile fees and cost of care on economically disadvantaged populations in our community.

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

In fiscal year 2016-17, Probation is projecting revenue of approximately $317,000 from these fees. That figure is budgeted at $312,000 for fiscal year 2017-18. Loss of this revenue will present a funding challenge for the Probation Department going forward. Department fiscal staff will work with the CAO to determine the appropriate strategy to balance operational needs with alternative funding sources. Any necessary budgetary adjustments will come back to the Board in a future Board item.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment 1: Debtors' Prisons for Kids? The High Cost of Fines and Fees in the Juvenile Justice System
Attachment 2: "Your child's been sent to jail, and then comes the bill," *The Washington Post*, March 2, 2017

Related Items "On File" with the Clerk of the Board:

County of Sonoma
State of California

Item Number: _____

Date: June 6, 2017 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,

Whereas, as authorized by California Welfare and Institutions Code section 903, the Probation Department established a fee schedule to recover reasonable costs from parents and guardians whose children are housed in the Sonoma County Juvenile Hall or Probation Camp, and from parents or guardians whose children are on probation and subject to supervision; and,

Whereas, as authorized by California Welfare and Institutions Code section 903.1 (a) pertaining to legal services and section 903.15, the Public Defender juvenile registration fees, to the extent the parents or guardians have the ability to pay such fees, in order to partially recover costs associated with the representation of juveniles in delinquency proceedings; and

Whereas, the Probation Department bills, collects and determines the parent or guardian's ability to pay for juvenile fees specifically associated with the care of juveniles detained in the Juvenile Hall or Probation Camp, juvenile supervision, and representation of juveniles in delinquency proceedings.

Now, Therefore, Be It Resolved, the Chief Probation Officer and the Public Defender are hereby authorized and directed on behalf of the County of Sonoma, to cease imposition and collection of fees associated with the care of juveniles detained in Juvenile Hall or Probation Camp, juvenile supervision, and representation of juveniles in delinquency proceedings effective July 1, 2017; and

Be It Further Resolved, the Chief Probation Officer is authorized and directed to work with the Sonoma County Auditor-Controller/Treasurer-Tax Collector to effect the discharge of accountability of existing receivables associated with the care of juveniles detained in Juvenile Hall or Probation Camp, juvenile supervision, and representation of juveniles in delinquency proceedings.

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.

DEBTORS' PRISON FOR KIDS?

The High Cost of Fines and Fees in the Juvenile Justice System

Authored by Jessica Feierman
with Naomi Goldstein, Emily Haney-Caron, Jaymes Fairfax Columbo

2016

Juvenile Law Center
advancing the rights and well-being of children in jeopardy

DEBTORS' PRISON FOR KIDS?

The High Cost of Fines and Fees in the Juvenile Justice System

A Publication of Juvenile Law Center

Authored by:
Jessica Feierman
with Naomi Goldstein
Emily Haney-Caron
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Juvenile Law Center is the oldest public interest law firm for children in the United States. Juvenile Law Center uses an array of legal strategies and policy advocacy to promote fairness, prevent harm, ensure access to appropriate services, and create opportunities for success for youth who come into contact with the child welfare and justice systems.

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ACKNOWLEDGEMENTS

The authors give special thanks to Emily Blumenstein, Tiffany Faith, Ruth Friedman, Emily Keller, Marsha Levick, Chelsea Lewis, Karen Lindell, Susan Vivian Mangold, Kacey Mordecai, Robert G. Schwartz, Riya Saha Shah, Whiquitta Tobar, and Joanna Weiss for their insights and assistance, which have been instrumental in shaping this publication.

Work on this project was made possible by a grant from the Laura and John Arnold Foundation. Points of view or opinions in this document are those of the authors and do not necessarily represent those of the Laura and John Arnold Foundation.

INTRODUCTION

Across the country, youth and their families, including many in poverty, face monetary charges for a young person's involvement in the juvenile justice system. Too often, the inability to pay pushes the young person deeper into the juvenile justice system and exacerbates the family's economic distress. This report examines how and when youth and families face financial obligations, briefly looks at the economic consequences, and considers the legal consequences for failure to pay.

In Part A, the report provides an overview of the problem: the widespread imposition of costs, fines, fees, and restitution on youth; the significant legal consequences for failure to pay, including further juvenile justice system involvement and incarceration; the financial stress on youth and their families; the unique challenges young people face in attempting to pay fines because they are too young to work, must attend school, or can't find employment even if age-eligible; and the exacerbation of racial and economic disparities in the juvenile justice system resulting from such financial obligations.

In Part B, the report looks in detail at eight types of costs imposed on youth and families, including: probation/supervision, informal adjustment/diversion, evaluation/testing, cost of care, court costs, fines, expungement costs, and restitution. For each type of cost, we identify which states impose such costs by statutes, provide initial data on how widespread the practice is based on survey responses, and when possible, further illustrate the issue with stories from youth or families.

In Part C, the report documents the harms that costs may impose on youth living in poverty. For example, youth who can't pay for alternative programs may enter the juvenile justice system when a wealthier peer would not; youth may be charged with violations of probation for failure to pay costs; youth may be unable to expunge a juvenile record because they owe money to the court; and youth or their parents may be held in contempt, incarcerated, or have driver's licenses suspended for failure to pay. Court costs and fees can also cause families to go into debt and strain family relationships. In other words, children from families living in poverty may face harsher consequences than their more affluent peers, be deprived of diversion programs and rehabilitation options, and be pushed deeper into the juvenile justice system just because they cannot afford to pay court costs, fines, and fees.

In a companion publication, authored by criminologists Alex Piquero and Wesley Jennings, we present a case study, based upon data collected from Allegheny County, Pennsylvania, which specifically examines the inter-relatedness of these court-imposed financial obligations, recidivism, and key demographic characteristics such as race.[1]

While this report focuses on a problem—the imposition of costs on youth and families who cannot afford to pay and its relationship to recidivism—it also highlights solutions. Within each section, the publication identifies promising practices, as well as legislative remedies that could be replicated across the country. We also highlight jurisdictions which recently stopped imposing court costs, fees, and fines in the juvenile system.

Youth who can't pay for alternative programs may enter the juvenile justice system when a wealthier peer would not.

A. OVERVIEW

Significant research establishes that court costs, fees, and fines exacerbate poverty for individuals in the adult criminal justice system and their families.[2] The United States Department of Justice, for example, has recognized that

> the harm caused by unlawful practices [imposing costs without adequate due process] … can be profound. Individuals may confront escalating debt; face repeated, unnecessary incarceration for nonpayment despite posing no danger to the community; lose their jobs; and become trapped in cycles of poverty that can be nearly impossible to escape. Furthermore, in addition to being unlawful, to the extent that these practices are geared not toward addressing public safety, but rather toward raising revenue, they can cast doubt on the impartiality of the tribunal and erode trust between local governments and their constituents.[3]

Little is known, however, about these practices in the juvenile justice system nationally. To address this gap, Juvenile Law Center reviewed statutes in all 50 states and the District of Columbia to assess the legal framework for financial obligations placed on youth in the juvenile justice system and their families. We also conducted a national survey of lawyers, other professionals, adults with previous juvenile justice involvement, and families to collect information about local practices.[4] We received responses from 183 individuals in 41 states; in each of these states, respondents reported on the imposition of costs, fines, fees or restitution, and harms to youth or families as a result. In addition, we engaged in conversations with attorneys and young adults who had experiences with the juvenile justice system to further understand how cost of justice issues play out in practice. Again, we heard that costs were regularly imposed and that they posed significant problems for youth and families.

We conclude that the imposition of costs, fees, and fines is widespread and poses significant problems for youth and their families. Approximately one million youth appear in juvenile court each year.[5] In almost every state and the District of Columbia, youth may be charged for multiple court-related costs, fines, and fees. Across the country, the inability to make these payments subjects youth and families to possible incarceration, suspension of driver's licenses, an inability to expunge or seal records, and economic and social stress, among other consequences.

In 1899, the Illinois legislature established the first separate juvenile court system.[6] The new system was designed to recognize that youth are different from adults, and to respond with a focus on rehabilitation and child development.[7] Over the course of the next century, the idea of a separate juvenile system became firmly entrenched nationally.[8] While state juvenile justice systems have changed over time, they still maintain core goals of supporting youth, assisting rehabilitation, developing youth competency, and improving outcomes.[9] Juvenile court fines, fees, and costs risk undermining the core goal of the juvenile court system by increasing wealth disparities in the system, pushing youth deeper into the system based on inability to pay, penalizing youth well into adulthood, and heightening family stress.

Policymakers and professionals aiming to ensure that the juvenile justice system is structured to support positive outcomes for youth and families should take a hard look at the consequences of monetary sanctions on youth. They should safeguard the due process rights of youth and families and ensure that the juvenile justice system, designed primarily to support and rehabilitate, does not instead impose undue harm on youth and their families.

1. State Laws

This report provides an analysis of statutes in 50 states and the District of Columbia which impose myriad financial obligations on youth and families when young people enter the juvenile justice system. Our analysis is based on statutory provisions contained in state juvenile justice or children's codes only, and does not identify judicial interpretations of these statutes, rules of procedure, or statutes found outside the state's juvenile or children's code. Our research reveals that across the country, courts may require youth, parents,[10] or both to pay:

- court expenses (including witness fees, transportation, cost of prosecution, cost of court operations);
- fees for a public defender, sometimes even after a determination of indigence;
- costs for evaluations and testing;
- probation supervision fees and costs;
- fees and costs for participation in diversion programs (designed to keep youth out of the juvenile justice system);
- child support to the state;
- treatment costs, including mental health treatment and rehabilitative programming;
- health care costs;
- the cost of GPS monitoring;
- cost of care generally; and
- fines.

Many of these costs, including court expenses, public defender fees, and costs for evaluations and testing, may be imposed before the court has made a delinquency determination. Even if the individual is not adjudicated, the youth or family does not recoup the money paid.

In addition, every state juvenile justice system allows courts to impose restitution on youth or their parents or guardians. Because restitution is designed to make the victim whole rather than to fund courts or agencies, this report considers it separately from other costs, fines, and fees. However, restitution is part of the larger story about how poverty can push young people deeper into the juvenile justice system. As a result, the publication considers the structure and impact of restitution policies and provides examples of promising practices to support victims' rights without sacrificing youth rehabilitation.

In almost every state, youth and families are likely to pay not just one, but multiple costs for juvenile court involvement. As shown in Appendix A, most states have statutory provisions permitting the imposition of costs at numerous points in the delinquency system. In Arkansas, Kansas, Michigan, Montana, Oregon, Texas, and Washington, for example, statutes permit at least seven different categories of costs to be imposed on youth or families.

Even within one category of cost, an individual may be required to make multiple payments for different purposes. In some states, for example, where youth or families must pay for the "cost of care," a close look at the statutes reveals that they must pay for the cost of placement *and* the cost of programming or treatment. Indeed, there are often numerous "cost of care" statutes in any state.[11]

In almost every state, youth and families are likely to pay not just one, but multiple costs for juvenile court involvement.

Youth and families may also face additional costs not reflected in our detailed state-by-state analysis. For example, in a number of states, youth or families are charged costs or fees for public defenders, or are asked to reimburse the cost of counsel, even if they have been determined indigent. An analysis of these charges will be included in a forthcoming publication. In addition, survey respondents noted that the costs of system involvement itself—including transportation costs and the cost of phone calls for youth in placement—created serious financial burdens for low-income families.

2. State Practices

Because costs, fines, and fees are often established at the local level, we surveyed public defenders, other professionals, family members with juvenile justice-involved youth, and adults with previous involvement in the juvenile justice system to gather information about the prevalence of monetary sanctions and their impact on youth and families.

Although further research is needed, our survey suggests that costs, fines, and fees are often imposed, even in the absence of relevant statutes. In each section, we have highlighted states where survey respondents reported that the practice exists even though our legal research makes clear there is no statutory provision authorizing it.

In addition, our research suggests that in the many instances where costs, fines, or fees are discretionary under state law, they are frequently imposed on youth or families. One survey respondent, for example, reported that, even though the state statute requires judges to assess whether individuals are able to pay particular costs, in practice all families must pay regardless of their financial circumstances.

Conversations with advocates indicate that the county or municipality, rather than the state, often determines whether to impose a financial obligation. Since this study focused on state statutes and did not examine local court or agency rules, the burdensome cumulative costs presented in this report likely underestimate the extent of costs charged to youth and families.

"Some of these families are teetering on the brink [financially] when their children enter the juvenile justice system.... The added costs push them further."

3. The Burden of Legal Financial Obligations

Costs, fines, fees, and restitution may be burdensome individually; when considered cumulatively, they can be overwhelming to already financially stressed youth and families. Research on adults has shown that monetary sanctions in the criminal justice system exacerbate poverty for indigent adults and their families[12] and interfere with defendants' capacity to find permanent housing, manage drug or alcohol addictions, and maintain strong social bonds.[13] For young people, the consequences may be as harmful, if not more so.

Juvenile justice-related cost can be highly burdensome. One report in Alameda County, California, for example, concluded that the total fees to families for juvenile involvement, including investigation, GPS monitoring, placement, and public defender fees, added up to approximately $2,000 for an average case.[14] For young people incarcerated for extended periods of time, the costs can be significantly higher.[15] For a single-parent family making federal minimum wage, even the average payment constitutes approximately two months' salary.[16] While public assistance levels vary by state, in any state such payments would constitute several months of public benefits.[17]

Even seemingly minimal payments may require families to choose between buying basic necessities, such as groceries, and paying fees. Survey respondents reported that costs and fees cause families difficulty "surviving on a day to day basis" and that "[s]ome of these families are teetering on the brink [financially] when their children enter the juvenile justice system and the added costs push them further. I have seen single moms, which describes many of these cases, have difficulty scraping together 10 to 15 dollars out of their monthly budget

to pay on these fees, fines, and costs." Even that low cost "means the difference to some [families] between eating for a day or two." Another respondent indicated that even a single type of cost (e.g., cost for informal adjustment) "results in families not having funds for rent, food, groceries..."

Another survey respondent indicated that the costs imposed for juvenile justice involvement impact youths' siblings: "It can determine if another child in the family goes to college or not. Gets school clothes or not. Get[s] to do anything else other children get to do because money is being spent on the juvenile system."

The financial burden also undermines family relationships. One survey respondent explained that:

> The debt in effect creates a rift between parents and their children. I... spoke to a family where a grandmother had taken custody of her grandson but when facing these insurmountable fees, she was told (by a county employee) that the only way she could avoid paying was to hand over custody. Given her limited income, she has seriously considered giving up custody of her grandson, which would make him a ward of the state....

For young people, the consequences of costs and fines can be particularly devastating. Youth and families who cannot pay fees face criminal contempt, civil judgments that follow them into adulthood, probation violations, additional fees, incarceration, property liens, and ineligibility for expungement.

It is particularly problematic that youth who would otherwise remain at home with their families may be incarcerated because they can't afford fees even if they pose no public safety risk and have no need for services.[18] This, in turn, puts youth at risk of lasting harm. Youth facilities aren't safe, with high rates of physical[19] and sexual violence.[20] Youth in facilities are typically subjected to correctional practices that may be uniquely traumatizing to youth, including strip searches, restraints, and solitary confinement.[21] Youth placed in facilities tend to fall further behind in school and often drop out upon reentry into their communities.[22] Placement as a juvenile also increases a youth's chances of reoffending and future incarceration as an adult.[23] Ironically, juvenile justice placement is itself highly expensive[24] – and often the state places still further financial burdens on youth and families by charging them for the cost of placement or care.[25]

Youth who would otherwise remain at home with their families may be incarcerated because they can't afford fees.

Even in the absence of incarceration, costs and fees undermine the juvenile justice system's rehabilitative goals. In High Pain, No Gain, a recent report on juvenile fees and costs in Alameda County, California, the authors quote probation officers in more than one California county recognizing that the stress and strain of fees may hamper efforts to support positive outcomes for youth and families.[26] In our companion criminology study, criminologists Alex Piquero and Wesley Jennings demonstrate that costs and fees, and the amount of costs and fees owed, significantly increase the likelihood of recidivism.[27]

Not surprisingly, many youth simply have no way to obtain the money to pay costs and fines. Some youth in the system are not old enough to work at all, or at least cannot work full time under state and federal law,[28] and those who are old enough may have unique difficulty finding employment as significant numbers of teenagers are shut out of the labor market.[29] This is particularly true of youth from families living in poverty, who tend to have more difficulty finding employment than their more affluent peers.[30]

Ensuring opportunities to work, however—even if feasible—wouldn't wholly solve the problem. Pushing youth to work too much, too soon may lead to long-term negative consequences, including lower grades and increased school drop-out rates.[31] Although youth with higher economic status may be more likely to have jobs, those from more disadvantaged backgrounds tend to work longer hours.[32] Financial obligations that push young people into such work experiences may therefore further undercut the juvenile justice system's rehabilitative goals.

Costs, fines, fees, and restitution also exacerbate racial disparities in the juvenile justice system.

Financial obligations in the juvenile system also exacerbate the system's existing economic disparity. Children from families in poverty are over-represented in the juvenile justice system. Multiple factors contribute to these disparities, including unequal access to quality counsel, a "needs-based delinquency system" that allows children with access to private services to avoid justice system involvement entirely, high rates of crossover youth entering the juvenile justice system from the child welfare system, and disproportionate entry into the system by youth in highly policed schools and neighborhoods.[33] When an inability to pay deprives a young person of the opportunity to be diverted from the juvenile justice system, is considered a violation of probation, or otherwise results in heightened system involvement, it intensifies economic inequalities in the system. Juvenile costs and fees lead to inherently unequal treatment for youth in poverty.

Costs, fines, fees, and restitution also exacerbate racial disparities in the juvenile justice system. A recent Sentencing Project report shows that while the most stark racial disparities in the juvenile justice system arise in the context of arrest, such disparities are also evident at multiple decision points in the delinquency system, including diversion (away from formal court processing), detention (prior to hearing), probation, and commitment to placement.[34] These disparities persist despite similar offending rates among youth of color and white youth for most common juvenile offenses.[35] In our companion publication, criminologists Alex Piquero and Wesley Jennings present a study showing that youth of color in Allegheny County, Pennsylvania were more likely to have costs or fees owed after case closing, which, in turn, was related to higher recidivism rates, even after controlling for a host of other demographics and case characteristics.[36] Fee structures that push young people deeper into the system for failure to pay may contribute to racial disparities in the juvenile justice system nationally.

Problematic policies on costs, fees, and fines create, in some instances, modern-day debtors' prisons. As described in Part C, some state laws explicitly establish that youth or families may be incarcerated for failure to pay. Others establish that youth who fail to pay may have probation revoked, be turned away from diversion programs, or be held in contempt of court. Still other states revoke or suspend the driver's licenses of youth or parents. As one survey respondent explained, such suspensions "result in financial hardships to families and youth during periods of suspension as well as in costs associated with restoration privileges." We explore below how the imposition of such serious penalties—including a loss of liberty—for failing to pay costs, fines, and fees raises serious constitutional questions.

4. Changing the Story

If costs, fines, and fees cause harm to youth and families, what are the alternatives? A few jurisdictions have already taken steps to make their juvenile court systems more equitable. In Alameda County, California, a report examined the fiscal impact of court costs and fees and concluded that the county garners minimal benefit from fees. Although the county collects approximately $400,000 annually from families, it expends approximately $250,000 in collections, in addition to county personnel time spent on administration of fees.[37] After learning of the real harms to families and the minimal or negligible financial benefit, the county repealed the policy of imposing fees and costs in the juvenile justice system.[38] Other counties in California have also limited reliance on costs, fines, and fees.[39]

In Washington State, the legislature passed the Year Act, which eliminates juvenile diversion fees, juvenile court costs and appellate costs, collection fees for juvenile financial obligations, adjudication fees, and certain fines. The bill also permits youth to petition the court for modification or relief from legal financial obligations and directs the court to consider such factors as ability to pay, other debts, and restitution owed. In addition, it gives judges the discretion to consider a youth's ability to pay restitution and allows young people to have their juvenile records sealed if they have made a good faith opportunity to pay restitution.[40]

Counties and states across the country should consider a similar approach—eliminating harmful costs, fines, and fees, and ensuring that any orders of restitution are reasonable and effectively balance the victim's need to be made whole with the financial reality of youth and their families. For some states, the first step will be a fiscal analysis, like the one done in Alameda, to assess what kind of alternate revenue sources will be needed. Ultimately, however, state and local policymakers should establish more sustainable and effective models for funding court systems instead of attempting to get "blood from a turnip," as one of our survey respondents described it, by imposing costs on youth and families who just can't afford to pay.

B. TYPES OF LEGAL FINANCIAL OBLIGATIONS

In each section below, we provide the number of states with statutes authorizing or requiring such costs to be imposed. We also report on the number of states with survey respondents reporting youth or families making such payments. Because costs and fees can be imposed as a matter of practice, these survey responses sometimes identify costs imposed in states with no relevant statute.

1. Fees for Probation or Supervision

- **Statutes:** 20 states have statutes linking payment to probation or supervision. (See Table 1)
- **Practice:** Survey respondents in 18 states reported youth or families making such payments.[41]

Youth in the juvenile justice system or their families are often required to pay a cost or fee for probation or other supervision. In most jurisdictions, parents or youth are required to pay fees for the cost of supervision. In a small number of jurisdictions, they may instead be forced to put up a surety and then lose the money if the young person violates the terms of probation.[42]

These costs are often assessed monthly,[43] and failing to pay the fee each month can be treated like any other probation violation and constitute grounds for revocation of probation.[44] In addition, youth may be required to pay restitution, court costs, or other fees as a condition of probation.[45] Such additional costs are not reflected in this chart. As a result, youth who cannot meet the financial obligations imposed by probation fees or supervision costs risk being pushed further into the juvenile justice system, ultimately being placed outside the home when they otherwise would not have been. Of survey respondents who reported that youth or families were charged for probation, 62% reported that difficulty paying caused not only heightened juvenile justice system involvement, but also more frequent court contact, family debt, driver's license issues, and family stress and strain.

Among attorneys and other professionals surveyed, respondents in seven states reported that failure to pay probation costs can result in juvenile justice placement. As one survey respondent explained, if a young person can't afford the treatment ordered while he or she is on probation, "the juvenile is often charged with a probation violation, which results in a new sentence even though it's not the fault of the juvenile." Another noted that failure to pay could extend a youth's probation, creating a risk of additional probation violations that otherwise would not have occurred.

This extremely harsh consequence may create impossible choices for parents; one survey respondent (from a state in which failure to pay can result in probation revocation) reported, "I have seen families use their food budget to pay these fees." Accordingly, the best practice in this area is to not charge parents or children for probation or cost of supervision. In jurisdictions that persist in charging supervision fees, inability to pay should not be considered a probation violation, and failure to pay should never result in the youth being sent to placement.

TABLE 1: STATUTES ON PROBATION OR SUPERVISION FEES OR COSTS

STATUTES IMPOSING PROBATION OR SUPERVISION FEES OR COSTS ON YOUTH		
STATUTE	**# OF STATES**	**STATES**
Mandatory fees for probation	3	Colorado (37% or greater surcharge on fines imposed), Illinois, Massachusetts (minimum state costs as a condition of probation supervision)
Judicial determination*	10	Arkansas (monthly fee up to $20), California (cost of probation supervision), Georgia (initial fee of $10-200 and monthly fee of $2-30 for all youth under court's supervision), Indiana (initial fee of $25-100 and monthly fee of $10-25), Louisiana (monthly supervision fee of $10-100), Ohio (reimbursement of actual costs), Oregon (supervision fee), Oklahoma (up to $25/month), Texas (up to $15/month, court may waive for inability to pay), Washington (probation bond, with $10 nonrefundable)

STATUTES IMPOSING PROBATION OR SUPERVISION FEES OR COSTS ON PARENTS		
STATUTE	**# OF STATES**	**STATES**
Mandatory fees for probation	4	Arizona (monthly fee), Idaho (monetary fee of $1,000 for each breach of probation contract), Indiana (parent must pay for supervision costs), Kansas (parent is liable for cost of providing youth with probation services)
Judicial determination	14	California (cost of probation supervision), Connecticut (cost of supervision for youth on probation, including monthly fee), Florida ($1/day supervision fee for youth on probation or in nonsecure detention, waived or reduced for financial hardship), Georgia (initial fee of $10- 200 and monthly fee of $2-30 for all youth under court's supervision), Illinois (up to $50/month), Indiana (initial fee of $25-100 and monthly fee of $10-25), Kentucky (surety of up to $500 if parent's failure to control child was proximate cause of delinquency), Louisiana (monthly supervision fee of $10-100), Montana (as condition of consent agreement), North Carolina (fee for probation supervision), Oklahoma (up to $25/month), Oregon (supervision fee), Texas (up to $15/month, court may waive for inability to pay), Washington (probation bond, with $10 nonrefundable)

*Throughout this report, we use the category "judicial determination" to refer to a statute that is discretionary, presumptive, or mandates payment only if individual is financially able.

2. Fees for Informal Adjustment/Diversion

- **Statutes:** 22 states have statutes on costs or payment at informal adjustment or diversion. (See Table 2)
- **Practice:** Survey respondents in 26 states reported youth or families making such payments.[46]

Research has shown that when young people are diverted out of the juvenile justice system and into effective diversion programs or informal adjustment programs, they have better outcomes and are less likely to recidivate than their peers who are formally processed.[47] Diversion also allows young people to avoid the stigma of the juvenile justice system, reduces costs, and improves access to treatment.[48]

In a significant number of states, youth or their guardians are charged a fee for the youth to be diverted away from formal processing. This may be a one-time fee[49] or may be recurring, with a monthly charge until the informal adjustment or diversion conditions have been completed.[50] Diversion fees are often imposed as a matter of practice; in 14 states with no relevant statute, survey respondents reported that youth or families are charged for diversion.[51]

Youth in poverty…may be incarcerated while those able to pay benefit from community-based treatment.

Fees for diversion or informal adjustment function as a gatekeeping mechanism, leading youth in poverty into formal processing, while youth who can afford the fees remain in the community and avoid further system involvement. Youth may be required to pay a fee to participate in a program, or failure to pay may constitute a violation of the terms of the informal adjustment agreement that results in formal processing of the case.[52] Additionally, in some states, parents or youth may be required to comply with restitution or make other payments as a condition of diversion.[53] These additional costs are not included in our tally of diversion fees. Thus, youth in poverty may end up being processed formally instead of accessing diversion programs; they may be incarcerated while those able to pay benefit from community-based treatment.

Survey respondents in 14 states indicated that inability to pay for diversion sometimes resulted in a formal petition being filed, and respondents in 6 states reported that it resulted in youth being put in juvenile justice placements. In two additional states, respondents noted that youth who cannot afford to pay for diversion cannot participate in the programs. One survey respondent explained that "[d]iversion usually requires a theft offender class, substance abuse treatment, etc., which cost money that our low-income client population cannot afford. Diversion becomes more of a privilege for those who are privileged." Additionally, at least one survey respondent noted that paying for diversion can result in families not having funds for basic necessities such as rent and groceries.

Of survey respondents who reported that youth or families were charged for diversion, 60% reported consequences flowing from difficulty paying. In addition to facing formal juvenile justice system processing, respondents reported a variety of other consequences, including more frequent court visits, longer placement times, and conversion of the payment into a civil judgment.

Typically, diversion fees are charged in tandem with restitution (required as part of diversion in some states)[54] and costs of counseling or other rehabilitative programming.[55] As a result, even when diversion fees are minimal, the true costs of being diverted may be quite high for any one youth, potentially exceeding what the family could pay.

The best practice is to not charge a fee at all for participation in diversion programs. In jurisdictions that do charge a fee for diversion, fees should be based on a determination of ability to pay,[56] with clear guidelines to judges making such a determination; youth should not be denied access to diversion because they cannot pay;[57] and failure to pay should never be grounds for revocation of an informal adjustment agreement. As described in Part C, when youth face possible incarceration for failure to pay, due process protections must be put in place.

TABLE 2: STATUTES ON INFORMAL ADJUSTMENT OR DIVERSION FEES OR COSTS

STATUTES IMPOSING DIVERSION FEES OR COSTS ON YOUTH		
STATUTE	**# OF STATES**	**STATES**
Mandatory	4	Idaho (if county isn't insured), Illinois, Michigan, Nebraska
Judicial determination	15	Arkansas, Illinois, Indiana, Iowa, Louisiana, Mississippi, Nevada, Oklahoma, Pennsylvania, South Carolina, Texas, Utah, Washington, West Virginia (municipality or county has discretion to impose mandatory fee policy), Wisconsin

STATUTES IMPOSING DIVERSION FEES OR COSTS ON PARENTS		
STATUTE	**# OF STATES**	**STATES**
Mandatory	6	Indiana, Nebraska, New Hampshire, New Jersey, Oklahoma, Washington
Judicial determination	8	Arizona, Arkansas, Indiana, Montana, Nevada, Oklahoma, Pennsylvania, Wisconsin

3. Evaluation and Testing

- **Statutes:** 31 states have statutes on costs of evaluation or testing. (See Table 3)
- **Practice:** Survey respondents in 26 states reported youth or families making such payments.[58]

Although fees for exams or assessments—including mental health evaluations, drug and alcohol assessments, tests for sexually transmitted diseases, and DNA or blood tests—are not designed to be punitive, they place youth who cannot pay at risk of juvenile justice placement, as well as family strain and financial debt.

Of survey respondents who stated that youth or families had to pay for drug and alcohol testing or other testing, approximately 60% reported that such fees caused problems.[59] One survey respondent explained that "failure to obtain a mental health, offense specific evaluations ... can result in a failure to be given a bond...." This means that the youth "can't go home" but "has to remain in placement." In addition, failure to pay may constitute a violation of probation, leading the youth to be "resentenced through no fault of his own." Requiring youth or families to pay for these court-ordered evaluations adds to the existing financial burden from other costs, fines, and fees. Because these costs may create financial strain without serving any penological purpose, the better policy is to establish by statute that testing is paid for by the state or local entity.[60]

TABLE 3: STATUTES IMPOSING EVALUATION AND TESTING COSTS

STATUTES IMPOSING EVALUATION AND TESTING COSTS		
STATUTE	**# OF STATES**	**STATES***
Assessments, generally[61]	20	Alabama (mandatory for parents), Connecticut (parents), District of Columbia (parents), Hawaii (parents), Idaho (parents or youth), Iowa (parents), Louisiana (parents), Maine (parents), Mississippi (parents), Montana (parents), Nebraska (parents), New Hampshire (parents or youth – parent liable for parent's own evaluation, youth liable for youth's evaluation), North Carolina (parents), North Dakota (parents), Oregon (parents, for certain weapons possession charges, youth, for cost of evaluation for fitness to proceed), South Carolina (parents), Tennessee (parents), Virginia (county may seek reimbursement from parents), Wisconsin (parents), Wyoming (parents or youth)
Substance abuse evaluation or assessment	11	California (parents or youth), Indiana (mandatory for parents), Kansas (youth), Minnesota (youth, if determined to be a major traffic offender), Mississippi (parents), Nevada (parents or youth), New Hampshire (parents or youth – parent liable for parent's own evaluation, youth liable for youth's evaluation), Ohio (youth, if youth was adjudicated for a drug abuse offense), Washington (youth), Wyoming (parents)
DNA or blood tests	5	Arkansas (youth, for enumerated offenses), Michigan (mandatory for youth, if felony conviction), Oregon (parents or youth, for enumerated offenses), Texas (parents or youth), Utah (youth, for sex offenses)
HIV or STI test	4	Kansas (mandatory for youth if adjudicated for offense involving sexual act), New Jersey (youth if victim or other person suffered prick from needle if there is probable cause to believe that youth is an intravenous drug user, or there was contact involving likely transmission of bodily fluids), Oregon (parent or youth if act involves sexual act or transmission of bodily fluids), Wisconsin (parents)

*Statutes permit judicial discretion or allow judge to take into account ability to pay unless marked as mandatory.

4. Cost of Care

- **Statutes:** 47 states have statutes on cost of care, which can include the cost of child support, placement, programming, health care, and other support. (See Table 4)
- **Practice:** Survey respondents in 31 states reported youth and families paying for the cost of care.[62]

Almost all states charge parents for the care and support of youth involved with the juvenile justice system; a small but significant number place such charges on juveniles. Such charges may also occur at the local level: in 4 states without relevant statutes, survey responses indicated that youth or their families were paying for the cost of care. Cost of care charges include general funds for "expense and maintenance including food, clothing, shelter and supervision of the child,"[63] child support payments to the state,[64] charges for a child's custody,[65] detention,[66] confinement,[67] or placement in a residential facility.[68] Many states also have statutes specifically requiring the parent or child or both to pay specific costs related to the child's treatment; case management;[69] education programs;[70] tobacco, drug, and alcohol testing or programs;[71] and other program fees.[72] In addition, many states require youth or families to pay for a child's physical or mental health care while the child is in the custody of the juvenile justice system.[73]

Inability to pay for treatment can result in youth being deprived of treatment, held in violation of probation, or even facing extended periods of incarceration. Approximately half of respondents who reported such charges also stated that difficulty paying caused problems for youth and families.[74] One survey respondent explained that "if the family cannot pay for court-ordered treatment, and does not have insurance that can pay, sometimes the court-ordered treatment is simply not provided, leading to other complications in the child's behavior or increased seriousness of the child's condition."

A family's inability to pay for community-based treatment may force the youth to remain in placement longer. One survey respondent explained that youth remained in secure custody longer when the "family couldn't afford [the] cost of [the] treatment center" and the judge would not release youth until "appropriate treatment" was found. Another noted that inability to pay caused a "longer stay in detention because [the] family couldn't afford outpatient treatment."

The cost of medical treatment for families raises some unique challenges. While parents are responsible for medical care for children living with them at home, statutes imposing such costs on parents for youth in juvenile justice custody create different legal consequences, including contempt orders, for failure to pay.[75] Moreover, medication costs for families may be higher in detention than they would be in the community, leading to dangerous interruptions in medication. One survey respondent explained:

> Our juvenile placement facilities will NOT accept medication for the child when he is taken into detention. The family must bring prescription orders to the detention center, which then orders daily doses to be delivered from their own pharmacy, usually at a much higher cost than what the family was paying, and without insurance price reductions, and then those costs are billed back to the family. If the family does not have copies of the prescriptions, they have to either figure out how to obtain them or ask for the child to be reevaluated at the facility so that a new prescription can be obtained. In addition to the huge costs that are charged back to the family, this sometimes causes as much as a week's interruption in critical medications, which can create serious medical problems, especially for a child with asthma or diabetes. This

Inability to pay for treatment can result in youth being deprived of treatment, held in violation of probation, or even facing extended periods of incarceration.

issue is aggravated when the child is moved from one facility to another, as any extra prescriptions are thrown away rather than transferred with the child, and then the family is left with the challenge of getting medications properly set up at the next facility. Also, prescriptions are not kept between visits, so the problems are repeated with chronic offenders.

While statutes on health care costs for juvenile justice-involved youth typically impose liability on parents, at least two states also hold young people responsible for the costs of their own health care.[76]

Additionally, in a number of states, youth or families may be charged for multiple "costs of care," creating a particularly serious financial burden.[77]

The best practice is to improve coordination with health insurance whenever possible to avoid gaps in care and to eliminate any charges on parents for cost of care that cannot be covered by insurance. If such costs *are* imposed, however, state policy should ensure that a failure to pay does not result in a denial of treatment, a violation of probation, or incarceration.

TABLE 4: COSTS OF CARE

STATUTES IMPOSING COSTS OF CARE ON YOUTH		
TYPE OF COST	**# OF STATES**	**STATES**
Mandatory	3	California (substance abuse treatment upon reaching age 18), Iowa, Oklahoma
Judicial determination	14	Arizona, California, Colorado, Iowa, Idaho, Kansas, Michigan, Minnesota, Montana, Nevada, North Dakota, Ohio, Oklahoma, Pennsylvania, South Carolina, Virginia, Wisconsin

STATUTES IMPOSING COSTS OF CARE ON PARENTS		
TYPE OF COST	**# OF STATES**	**STATES**
Mandatory	12	Alabama, Alaska, Arizona, Arkansas, Connecticut, Indiana, Kentucky, Minnesota, Nevada, Ohio, Oklahoma, Virginia, Washington, Wisconsin
Judicial determination	44	Alaska (for parent's own treatment), Arizona, Arkansas, California, Connecticut, Colorado, Delaware (but only if the parent/guardian refuses to take custody of the child and the child enters detention), District of Columbia, Florida, Georgia, Hawaii, Idaho, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming

5. Court Costs and Fees

- **Statutes:** 25 states have statutes on court costs and fees for juveniles. (See Table 5)
- **Practice:** Survey respondents in 28 states reported that youth or families were charged court costs or fees.[78]

Court costs and fees range from a designated amount, which may be quite limited,[79] to an obligation to cover a broad array of costs for service, notice, deposition, travel expenses, prosecution costs, and other legal expenses, which could create a financial burden of thousands of dollars.[80] In a few states, costs are not imposed at trial, but youth or parents must pay for any appellate costs,[81] which may have a chilling effect on appeals.

Because court costs and fees are not designed for punishment, restitution, or rehabilitation, they serve no penological function. However, as with other financial obligations, such costs place significant stress on youth and families. As described earlier, one survey respondent noted that debt for such fees created a "rift" between parents and children. Another explained that certain court costs are assessed to youth on every adjudication and that youth are required to pay in cash, not community service. As a result, "[p]robation is sometimes extended so that the [youth] can come up with the money.... This causes there to be even more monthly probation supervision fees, more court appearances and more lost work for parents." Of survey respondents who reported youth or families being charged court fees, 65% reported that difficulty paying had caused problems for youth or families, the most common of which were debt, additional court visits leading to missed work or school, and the youth's case remaining open longer than it would have. Nonetheless, a significant number of state statutes include either mandatory or discretionary court cost provisions.

Even minimal costs, arising from either statutory obligations or local practice, may place youth and families at risk of serious legal consequences for failure to pay. For example, Wisconsin requires youth to pay a victim and witness assistance surcharge of $20 when disposition is imposed; failure to pay this surcharge may result in suspension of the youth's driver's license for at least 30 days and up to 5 years.[82] In Indiana, the statute mandates families to pay all court costs;[83] failure to pay any costs or fees ordered by the court can trigger a finding of contempt and the entering of a judgment for the outstanding amount.[84] Even when costs are discretionary or established as a matter of local practice, they may be imposed on youth or families who cannot afford to pay.[85] For these reasons, best practice is not to impose court costs on youth or families. If states do impose such costs, they must also explicitly provide that youth cannot be denied access to certain programs or services because of an inability to pay costs or fees.[86]

TABLE 5: COURT COSTS AND FEES

STATUTES IMPOSING COURT COSTS AND FEES ON YOUTH

STATUTE	# OF STATES	STATES
Mandatory	5	Indiana (but may be assessed against parents), Kentucky (but may be assessed against parents), Michigan, Mississippi, Texas
Judicial determination	12	Arkansas, Delaware, Kansas, Maryland, Massachusetts (for certain appeals only), Montana, Ohio (but shall not be held in jail for failing to pay), Oregon, Pennsylvania, South Dakota, Wisconsin, Wyoming

STATUTES IMPOSING COURT COSTS AND FEES ON PARENTS

STATUTE	# OF STATES	STATES
Mandatory	3	Alabama, Indiana, Texas
Judicial determination	18	Arkansas, Georgia, Hawaii, Iowa, Kansas, Kentucky (unless parent is a victim of the offense), Maryland, Missouri, Montana, Nevada, New Mexico, Oregon, Pennsylvania, South Dakota, Tennessee, Wisconsin, Wyoming (witness fees, travel expenses, service of process, other costs)

6. Fines

- **Statutes:** 43 states have statutes designating fines for youth in the juvenile justice system or their parents. (See Table 6)
- **Practice:** Survey respondents in 29 states reported youth or families paying fines. [87]

The vast majority of states impose fines on youth in the system, a significant number impose such costs on parents when the parent has played some role in the child's delinquency,[88] and some impose costs on parents without a separate requirement of parental responsibility. Fines may be imposed only for designated offenses, such as truancy,[89] established as an alternative to incarceration,[90] or available as a general dispositional option.[91]

At first blush, imposing a fine seems like a logical alternative to removal of the young person from his or her family and community, subjecting a youth to incarceration, or requiring costly services. However, this approach only works if the law doesn't penalize young people for economic disadvantage. Given the significant link between poverty and justice system involvement,[92] imposing fines on this population is often highly problematic.

Even when fines are not mandated by statute, they may be treated as mandatory in practice. In Arkansas, for example, there is a discretionary fine of up to $500 for truancy. One individual who had been in the juvenile justice system there reported that he spent three months in a locked facility at age 13 because he couldn't afford the truancy fine. He appeared in court without a lawyer or a parent and was never asked about his capacity to pay or given the option of paying a reduced amount. He assumed he had to either pay the full fine or spend time in jail. He explained, "my mind was set to where I was just like forget it, I might as well just go ahead and do the time because I ain't got no money and I know the [financial] situation my mom is in. I ain't got no money so I might as well just go and sit it out." He didn't want his mother with him in the courtroom because "I didn't want her to see me the way I was looking. I didn't want her to see her son being in the situation he was in...."[93] Of survey respondents who reported the imposition of fines on youth or families, 70% stated that difficulty paying had exacerbated financial hardship, increased court contact resulting in missed school or work, or led to deeper juvenile justice system involvement.

The best practice is to eliminate fines entirely. States that do continue to charge fines should consider setting low caps on fines,[94] assessing fines only after a determination of ability pay, allowing youth to participate in community service in lieu of paying a fine,[95] and maintaining a focus on rehabilitation.[96] These approaches can mitigate the harsh consequences of imposing fines in the juvenile justice system.

TABLE 6: FINES

STATUTES IMPOSING FINES ON YOUTH		
STATUTE	**# OF STATES**	**STATES**
Mandatory	10	California (restitution fine – fine imposed when restitution imposed); Delaware (driving on a revoked license), Idaho (for violation of curfew), Michigan, Mississippi (for youth in work program), Nevada, Oklahoma, Rhode Island (for youth ages 16-18 who habitually spend time in poolrooms, bars, and houses of ill-repute), South Carolina (for youth misrepresenting age at theater), Wisconsin
Judicial determination	40	Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Georgia (for traffic offenses), Illinois, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts (for traffic offenses), Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota (for specific vehicular offenses), Ohio, Oklahoma, Oregon (presumptive), Pennsylvania, South Carolina, South Dakota, Tennessee, Texas (for graffiti), Virginia, Washington, West Virginia, Wisconsin (forfeiture), Wyoming

STATUTES IMPOSING FINES ON PARENTS		
STATUTE	**# OF STATES**	**STATES**
Mandatory	2	Delaware, Nevada
Judicial determination	16	Alabama, Arizona, Arkansas, Massachusetts, Michigan, Mississippi, Nebraska (for child's absenteeism), Nevada (for fine imposed on child under 17), New Hampshire, Oklahoma, Oregon, Rhode Island, Tennessee, Texas (for graffiti), Virginia, Wisconsin

7. Expungement/Sealing

- **Statutes:** 11 states explicitly link payment to sealing or expungement by statute. (See Table 7)
- **Practice:** Survey respondents in 20 states reported payment requirements associated with sealing or expungement.[97]

Juvenile records have the potential to stymie a young person's path to economic independence by making it difficult for him or her to get into college, get a job, or find housing.[98] Juvenile records can also affect a young person's credit rating, further hampering the road to economic independence.[99] While many people assume that juvenile records are automatically sealed, expunged, or otherwise protected, that is generally not the case.[100] Rather, in most states, youth need to petition the court to seal or expunge their records. For the many youth who need an attorney's help with the complicated task of filing a petition, expungement may often be unaffordable.

A lack of funds makes it hard for young people to seal or expunge their juvenile records and move forward in their education, employment, and housing.

Even for young people proceeding without counsel, sealing and expungement can be costly. States may impose fees to file petitions seeking sealing or expungement, to obtain criminal history reports, and to effectuate sealing or expungement. This usually means that the youth must pay the fees before the request for sealing or expungement can be processed. Fees may be set by statute established through a statewide fee schedule[101] or established as a matter of local practice. Survey respondents in 12 states with no explicit legislation reported that youth were nevertheless required to pay a fee before they could have their records expunged. Such fees and costs dissuade many young people from seeking sealing or expungement, creating yet another barrier to employment and other opportunities.

Additionally, at least six states explicitly state that expungement will not be granted if the individual has remaining restitution or court costs.[102] The practice is likely much more widespread, as many other state statutes require that all conditions of probation be met, and payment of fees, fines, and restitution are common probation terms.[103] While requiring probation terms to be met prior to expungement may seem reasonable, conditioning expungement on obligations that fall unequally on youth based upon ability to pay allows poverty to pose a barrier to expungement.

Of survey respondents who reported that youth or families were charged for expungement, 57% reported that inability to pay had prevented the expungement of a juvenile record. A lack of funds makes it hard for young people to seal or expunge their juvenile records and move forward in their education, employment, and housing.

Best practice is to explicitly clarify by statute, as some states have done, that no fee will be associated with juvenile expungement[104] and that fees or restitution will not be considered in determining rehabilitation or eligibility for record sealing/expungement.[105] States should also consider establishing automatic sealing and expungement[106] so that youth are not dependent on counsel for filing.

TABLE 7: STATUTES LINKING EXPUNGEMENT AND SEALING TO PAYMENT

STATUTES IMPOSING PROBATION OR SUPERVISION FEES OR COSTS ON YOUTH		
STATUTE	**# OF STATES**	**STATES**
Expungement/Sealing only if previous fees are paid, filing fee is paid, or both	11	Arizona, Colorado, Delaware, Florida, Illinois, Kansas, Michigan, New Jersey, Oregon, Rhode Island, Utah

8. Restitution

- **Statutes:** All 50 states and the District of Columbia have statutes providing for juvenile restitution. (See Table 8)
- **Practice:** Survey respondents in all states reporting on this question confirmed that youth or families paid restitution charges.[107]

Every state juvenile code has a provision on restitution, including a few that mandate restitution payments.[108] A significant number of states place restitution obligations on parents in addition to youth.[109] Restitution may be imposed at various points in the juvenile justice system: as a condition of a diversion program designed to keep youth out of the juvenile justice system, as a probation condition, or as part of the child's disposition (the equivalent of a sentence in an adult case). Some states have multiple restitution statutes. For example, restitution may be a mandatory component of diversion programs, but optional at disposition; or it may be optional for some categories of offenses, but mandatory for others.

Although restitution can play an important role in holding juvenile offenders accountable and making their victims whole,[110] it can also undermine the rehabilitative purpose of the juvenile justice system. Youth living in poverty, in particular, may be driven deeper into the juvenile justice system for inability to pay restitution.

Of reporting respondents, 76% stated that difficulty paying restitution led to risk of more court visits, deeper contact with the juvenile justice system, debt, driver's license issues, or family stress and strain.

One survey respondent, for example, explained that "[t]he court has developed a special calendar to collect restitution. If the youth fails to appear and has not made a monthly payment a bench writ is issued for the youth's arrest." Moreover, even when a young person is not incarcerated, the financial obligation may create an emotional strain that undermines rehabilitation.

Restitution statutes should be carefully tailored to support positive outcomes for victims within the rehabilitative framework of the juvenile justice system. While further research is needed to assess the impact of varying restitution approaches, some promising approaches in state statutes that may make victims whole while still supporting youth rehabilitation include:

(1) Restitution determined at a judicial hearing with all parties.[111] All parties, including parents if they will be liable, are represented by counsel.

(2) Restitution imposed on parents only when they had a role in the delinquent act.[112]

(3) Work programs are available as an alternative to payment, and:

- don't interfere with a child's education;[113]
- are time limited;[114]
- are developmentally appropriate;[115]
- teach skills;[116]
- allow youth to keep some portion of their earnings; and[117]
- pay at least minimum wage.[118]

(4) As an alternative to a work program, probation may assist youth in finding a job, and the youth may then retain some portion of his or her wages.[119]

(5) Restitution offsets any civil liability so that youth or parents are not required to make payments both through the juvenile justice system and a civil court.[120]

(6) Failure to pay restitution does not lead to automatic probation revocation[121] or to incarceration.

(7) Restitution is capped at a reasonable amount tied to the youth's ability to pay, balancing the need to make the victim whole with the potential lasting burdens on youth and families in poverty.[122]

(8) Restitution has reasonable time limits in keeping with the rehabilitative goals of the juvenile justice system.[123]

TABLE 8: RESTITUTION

STATUTES IMPOSING RESTITUTION ON YOUTH

STATUTE	# OF STATES	STATES
Mandatory	9	Alaska, Arizona (full or partial, taking into account ability to pay), Colorado, Michigan (though parents may be ordered to pay if juvenile is unable and parents are able), Nevada, New Hampshire, Oregon, Texas, Washington
Judicial determination	47	Alabama, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming

STATUTES IMPOSING RESTITUTION ON PARENTS

STATUTE	# OF STATES	STATES
Mandatory	4	Alaska, Michigan, Nebraska, Nevada
Judicial determination	30	Alabama, Arizona, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Kentucky, Maryland, Minnesota, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, North Dakota, Oklahoma, Pennsylvania, Rhode Island, Texas, Utah, West Virginia, Wisconsin, Wyoming

C. PENALTIES AND CONSEQUENCES

When a failure to pay fines is punished with incarceration, it needlessly pushes youth deeper into the juvenile justice system. When failure to pay results in driver's license revocation or further fines, it pushes youth and families deeper into poverty. When it precludes young people from expunging their records, it poses an obstacle to education, employment, and self-sufficiency. Additionally, when youth or families are incarcerated or deprived of driver's licenses as a result, the penalties may not only be problematic, but also unconstitutional, as described below.

State statutes designate a wide variety of penalties and consequences for failure to pay costs, fines, fees, or restitution. Some statutes, for example, authorize courts to charge additional interest payments or fines on youth or families for previous nonpayment.[124] For youth without the money to make the initial payments, added interest can cause serious financial and emotional stress.

Many state statutes explicitly designate that a youth's payment for restitution or other costs, fines, and fees, can convert into a civil judgment,[125] allowing the financial obligation to extend even after the juvenile court no longer has jurisdiction over the case. Having a civil judgment itself can also put youth at risk of eviction, wage garnishment, a lien on property, and serious credit problems that may interfere with their ability to get loans for education or housing.[126] In a number of states, rather than transferring collection of the debt to a separate civil court, the juvenile court retains jurisdiction into the child's adulthood for the purpose of collecting payment for fines, fees, costs, or restitution.[127] The juvenile justice system was designed to give young people a chance to grow, mature, and move on from adolescent mistakes; these policies may burden youth well into adulthood and hinder their education and their employment opportunities.

Many statutes establish that youth can be incarcerated or otherwise face a loss of liberty when they fail to pay. The most problematic laws are those establishing incarceration as a consequence for nonpayment. Some states explicitly list incarceration as a consequence of failure to pay,[128] while others note that youth may be held in civil or criminal contempt[129] or may be found to have violated probation[130] for failure to make payments. Significant research has shown that juvenile justice placement, especially for low-level and non-violent offenses, makes youth more likely to recidivate than their peers.[131] Placing youth in facilities for failure to pay undermines the rehabilitative goal of the juvenile justice system while also imposing a serious financial burden on the state or county.[132] As discussed in the overview, these statutes exacerbate racial and economic disparities by increasing juvenile justice system involvement for youth of color living in poverty, while allowing their peers to avoid such contact.

Parents, too, face potential incarceration or further system involvement for failure to make payments. In a number of states, parents, like youth, may be found in contempt, either civil or criminal, for failure to pay.[133] Parents may also face increased financial liability through collection fees and interest accruing on payments,[134] as well as civil judgments for failure to pay.[135] Research has shown that strengthening families leads to better outcomes for youth involved with the juvenile justice system.[136] When parents face incarceration or mounting debt for failure to pay, they have even fewer resources to devote to educating, helping, and supporting their children.

In a few states, youth charged with certain tobacco-related offenses may be ineligible for a driver's license or may have a license suspended or revoked for failure to pay.[137] Such suspensions can make it difficult for youth or parents to get to school or work or to take care of their families.[138]

Finally, as described in the expungement section, an inability to pay off fees, fines, costs, and restitution may hinder a young person's ability to have a record expunged. This, too, can limit a youth's education and employment prospects.[139]

The juvenile justice system was designed to give young people a chance to grow, mature, and move on from adolescent mistakes; these policies may burden youth well into adulthood and hinder their education and their employment opportunities.

Our surveys for attorneys, professionals, and community members were designed to provide a preliminary assessment of the prevalence of certain consequences for failure to pay. In the 41 states with survey respondents, participants widely affirmed that youth experience these consequences:

- Case remained open longer (33 states[140])
- Youth was sent to juvenile justice placement (26 states)
- Youth remained in juvenile placement longer than he/she otherwise would have (26 states)
- Family took on debt (31 states)
- Additional court visits leading to missed school or missed work (34 states)
- Youth couldn't get records expunged (24 states)
- Civil judgment imposed (25 states)
- Formal petition filed for failure to pay diversion costs (15 states)

We also asked an open-ended question to gather information about additional consequences youth or families experience. Survey respondents echoed the concerns raised by statutes: they reported that youth or families faced extended probation; youth or parents had a driver's license suspended or revoked or were prevented from obtaining a license; youth were deprived of treatment; youth or parents were held in contempt; and youth faced arrest warrants. They also reported that families experienced added financial and familial stress; families were unable to visit youth in placement; and parents faced possible loss of custody or parental rights.

While it is beyond the scope of this publication to explore constitutional implications in detail, it is worth noting that the United States Supreme Court has made clear that an individual may not be incarcerated for nonpayment if the court does not first conduct an indigence determination and establish that the failure to pay was willful.[141] The Supreme Court has also held that courts must consider "alternative measures of punishment other than imprisonment"[142] for indigent defendants. Nonetheless, some states require neither willfulness nor capacity to pay in statute,[143] and only a few explicitly limit or prohibit incarceration for failure to pay.[144]

Additionally, the Supreme Court has held that "courts must provide meaningful notice and, in appropriate cases, counsel, when enforcing fines and fees."[145] This right is even more important for children, who lack both the developmental capacity and the legal knowledge to represent themselves.[146] Several states, such as Arizona and Wyoming, expressly provide access to counsel in contempt proceedings, and should serve as a model for state statutes that comply with constitutional standards;[147] the majority of states have no such provisions.

Further research is needed regarding the constitutional implications of imposing penalties on youth for failure to pay fines, fees, costs, and restitution. This research should take into account the United States Supreme Court's repeated admonition that constitutional protections must be calibrated to the unique developmental needs of adolescents.[148]

Policymakers and other professionals should consider these and other constitutional considerations as they develop policy and practice moving forward. Additionally, policies should ensure that youth are not pushed deeper into the juvenile justice system simply for failure to pay; such policies undermine both the rehabilitative goals of the juvenile justice system and the chances of youth becoming self-sufficient, productive adults. For youth still of school age and not old enough to work, financial burdens serve little or no benefit and impose serious stress, strain, and harm.

CONCLUSION

The juvenile justice system in each state is designed to help young people meet their potential, get back on track, and become productive members of their communities. Across the country, however, the imposition of costs, fines, fees, and restitution hinders these goals. For the many youth and families who cannot afford these payments, consequences can be dire, including recidivism (as shown by criminologists Piquero and Jennings), incarceration, and significant financial strain. As Piquero and Jennings also demonstrate, these policies have a racially disparate impact. This means that youth in poverty and youth of color may face harsher consequences and receive less rehabilitative treatment than their more affluent peers. Moreover, while further research is needed, existing studies suggest that court costs, fees, and fines have limited, if any, fiscal benefit to states and counties, given the difficulty in collecting from families in poverty and the high administrative costs in trying to do so.

It is time to re-focus the juvenile justice system on approaches that work: eliminating costs, fines, and fees placed on youth who are not yet old enough to enter into contracts or take on full-time work; prioritizing restitution payments that go directly to victims and are within the youth's ability to pay; and ensuring that restitution policies are developmentally appropriate by thoughtfully addressing the needs of victims in the context of the juvenile justice system's rehabilitative model. These approaches can hold youth accountable, ensure public safety, and support youth in realizing their own potential.

ENDNOTES

1 Piquero, A.R., & Jennings, W.G. (2016). *Juvenile System Imposed Financial Penalties Increase the Likelihood of Recidivism in a Sample of Adolescent Offenders*. Final Report submitted to the Juvenile Law Center, Philadelphia, PA.

2 *See, e.g.,* Alexes Harris, A Pound of Flesh: Monetary Sanctions as Punishment for the Poor (2016).

3 Letter from United States Department of Justice, Civil Rights Division, Office for Access to Justice (Mar. 14, 2016) at 3, *available at* https://www.justice.gov/crt/file/832461/download.

4 Available survey results are included throughout. For survey methodology, please see Appendix B. Because of the exploratory nature of the survey, the great variation in practices across counties, and the sample size, the results do not present a complete picture of costs and practices in any one state or even county. Instead, we present the number of states in which at least one respondent reported a particular cost. Additionally, we provide quotes from survey responses to illustrate the impact of costs and fees on individual children and families. It is impossible to draw a conclusion from states with no response regarding a particular cost. Such responses may be because we didn't connect with individuals in that state, because there are no costs imposed, or because survey respondents were not familiar with the costs charged.

5 Sarah Hockenberry & Charles Puzzanchera, Juvenile Court Statistics, 2013 (National Center for Juvenile Justice) 2015 at 6, available at www.ojjdp.gov/ojstatbb/njcda/pdf/jcs2013.pdf.

6 A Century of Juvenile Justice 42 (Margaret K. Rosenheim et al. eds., 2002).

7 *Id.*

8 *Id.* at 69.

9 *See OJJDP Statistical Briefing Book*, http://www.ojjdp.gov/ojstatbb/structure_process/qa04205.asp?qaDate=2012 (released on August 05, 2013); see also: Monahan, K., Steinberg, L., & Piquero, A.R. (2015). Juvenile justice policy and practice: a developmental perspective. In M. Tonry (Ed.), *Crime and Justice: A Review of Research* (vol. 44, pp. 577-619). Chicago: University of Chicago Press.

10 We use the term "parents" here to refer to parents, guardians, or others legally responsible for youth. Definitions vary slightly from state to state, but generally place financial responsibility on the adults legally responsible for the care of the child.

11 In Arizona, for example, statutes permit youth or their families to be charged for the cost of detention in a DUI offense, Ariz. Rev. Stat. Ann. § 8-343(M), the cost of medical and mental health care for youth committed to the custody of the department of juvenile corrections, Ariz. Rev. Stat. Ann. § 8-243(B), the cost of food, clothing, shelter, and supervision in a detention facility, Ariz. Rev. Stat. Ann. 8-§ 243(C), the cost of family counseling, Ariz. Rev. Stat. Ann. § 8-263 (A), (C), and the cost of foster care, treatment, or education in a setting other than a state institution for a juvenile. Ariz. Rev. Stat. Ann. § 8-243(A).

12 *See generally* Saneta deVuono-powell et al., *Who Pays?: The Trust Cost of Incarceration on Families* (2015), *available at* http://ellabakercenter.org/sites/default/files/downloads/who-pays.pdf (finding that costs often amount to one year's worth of income for families and may force families into significant debt).

13 *See* A Pound of Flesh, *supra* note 2 at 52-73.

14 Myles Bess, *Double Charged: The True Co$t of Juvenile Justice*, YOUTH RADIO (May 8, 2014), https://youthradio.org/news/article/double-charged-fines-and-fees/.

15 *Id.*

16 The federal minimum wage is $7.25 per hour. 29 U.S.C. § 206 (2012). For a single parent making $7.25 an hour, it would take 276 hours, or approximately seven 40-hour work weeks, to pay off justice costs of $2,000.00.

17 Ife Floyd & Liz Schott, *TANF Cash Benefits Have Fallen by More than 20 Percent in Most States and Continue to Erode,* Ctr, Budget Pol'y Priorities (Oct. 15, 2015), http://www.cbpp.org/research/family-income-support/tanf-cash-benefits-have-fallen-by-more-than-20-percent-in-most-states.

18 As described above and explored further in Part C, this may happen because a failure to pay constitutes civil or criminal contempt, because incarceration is a direct consequence of a failure to pay, because youth must pay for alternative diversion programs to avoid juvenile justice system involvement, or because failure to pay constitutes a violation of probation.

19 *See* John R. Vivian et al., *Assaults in Juvenile Correctional Facilities: An Exploratory Study*, 30 J. CRIME & JUST. 17 (2007).

20 *See* Romona R. Rantala & Allen J. Beck, *Survey of Sexual Violence in Juvenile Correctional Facilities, 2007-12 – Statistical Tables* (2016), *available at* http://www.bjs.gov/content/pub/pdf/ssvjcfo712st.pdf.

21 *See* Richard A. Mendel, Annie E. Casey Found., *No Place for Kids: The Case for Reducing Juvenile Incarceration* 5-22 (2011), *available at* http://www.aecf.org/m/resourcedoc/aecf-NoPlaceForKidsFull-Report-2011.pdf ; *see generally* Richard A. Mendel, Annie E. Casey Found., *Maltreatment of Youth in U.S. Juvenile Correction Facilities: An Update* 1 (2015), *available at* http://www.aecf.org/m/resourcedoc/aecf-maltreatmentyouthuscorrections-2015.pdf.

22 Anna Aizer & Joseph J. Doyle, Jr., *Juvenile Incarceration, Human Capital, and Future Crime: Evidence from Randomly Assigned Judges*, Q. J. ECON. 780-84 (2015).

23 *Id.* at 784-89.

24 Justice Policy Inst., *Sticker Shock: Calculating the Full Price Tag for Youth Incarceration* 16-19 (2014), *available at* http://www.justicepolicy.org/uploads/justicepolicy/documents/sticker_shock_final_v2.pdf.

25 *See infra* Section B.4.

26 Jeffrey Selbin & Stephanie Campos, *High Pain, No Gain: How Juvenile Administrative Fees Harm Low-Income Families in Alameda County, California* 15-17 (2016), *available at* http://papers.ssrn.com/sol3/papers.cfm?abstract_id=2738710.

27 *Supra* note 2.

28 The Fair Labor Standards Act sets 14 as the minimum age for most non-agricultural work. 29 C.F.R. § 570 (2012); *see also* U.S. Dept. Labor, *Fact Sheet # 43: Youth Employment Provisions of the Fair Labor Standards Act (FLSA) for Nonagricultural Occupations* (2010), *available at* https://www.dol.gov/whd/regs/compliance/whdfs43.pdf. While youth under 14 may work in a few designated jobs (such as babysitting or having a paper route), the vast majority of youth under 14 are simply can't earn the money they would need to pay off even minimal fees and costs.

29 While older youth may be legally capable of work, recent reports show that they are increasingly unable to access employment. One recent study found that the number of jobs held by teenagers between ages 14 and 18 shrank by 33% between 2001 and 2014. Career Builder, *The Changing Face of U.S. Jobs: Composition of Occupations by Gender, Race, and Age from 2001-2004* 13 (2015), *available at* http://careerbuilder-communications.com/pdf/changing-face-of-us-jobs.pdf. Another study found that the youth employment rate in 2011 was 26%, the lowest since World War II. JP Morgan Chase & Co., *Building Skills Through Summer Jobs: Lessons from the Field* 4 (2015), *available at* https://www.jpmorganchase.com/corporate/Corporate-Responsibility/document/54887-jpmc-summeryouth-aw2.pdf. Teens seeking jobs are now in competition with college graduates, workers over 55, and others competing for the same entry-level roles. Andrew Soergel, *Why Teens are Getting Shut out of the Workforce*, U.S. News & World Rep. (Mar. 26, 2015, 4:30 PM), http://www.usnews.com/news/blogs/data-mine/2015/03/26/studies-suggest-teens-getting-shut-out-of-workforce.

30 According to a report from the Center for Labor Market Studies at Northeastern University, only 21% of teenagers from low-income families worked at all, while 38% of wealthier teens had jobs. Andrew Sum et al., Ctr. Labor Mkt. Studies at Northeastern Univ., *The Dismal State of the Nation's Teen Summer Job Market, 2008-2012, and the Employment Outlook for the Summer of 2013* 4 (2013), *available at* https://repository.library.northeastern.edu/downloads/neu:mo406v58n?datastream_id=content.

31 According to one study, youth who work more than 20 hours a week "may have lower grade point averages and are more likely to drop out of school than those who work fewer hours." The study notes that "Overall, the negative effects of employment appear to be linked, not to whether students work, but how often and how long." Child Trends Data Bank, *Youth Employment: Indicators on Children and Youth* 2 (2015), *available at* http://www.childtrends.org/wp-content/uploads/2012/05/120_Youth_Employment.pdf.

32 *Id.* ("[s]ome studies show that longer work hours are more prevalent among minority and other disadvantaged students").

33 For a more detailed discussion of these and other factors leading to economic disparities in the system, *see* Tamar Birkhead, *Delinquent by Reason of Poverty*, 38 Wash U. J. L. & Pol'y 53 (2012).

34 *See* The Sentencing Project, *Racial Disparities in Youth Commitments and Arrests, 6* (2016), *available at* http://www.sentencingproject.org/wp-content/uploads/2016/04/Racial-Disparities-in-Youth-Commitments-and-Arrests.pdf.

35 *Id.*

36 *Supra* note 1.

37 Selbin & Campos, *supra* note 13, at 12-13.

38 Press Release, Alameda County is the First in State to Repeal Juvenile Justice Fees (July 12, 2016) (*available at* http://ebclc.org/in-the-news/ac-first-in-state-to-repeal-juv-fees/).

39 Selbin & Campos, *supra* note 13, at 16.

40 S.B. 5564, 64th Leg., Reg. Sess. (Wash. 2015).

41 In 18 of 38 states with respondents answering this question, at least one survey participant reported such a cost. The states are: Arkansas, California, Colorado, Florida, Idaho, Illinois, Indiana, Kansas, Louisiana, Massachusetts, Minnesota, New Jersey, Ohio, Pennsylvania, Tennessee, Texas, Wisconsin, and Wyoming.

42 *See, e.g., Idaho Code Ann. § 20-522* (monetary fee of $1,000 for each breach of contract).

43 *See, e.g.,* 705 Ill. Comp. Stat. Ann. 405/5-615(10) (requiring a $50/month supervision fee charged to youth or parents). Other jurisdictions use other payment schemes, including costs accruing daily. *See, e.g.,* Fla. Stat. Ann. § 985.039 (mandating a $1/day charge for parents of youth on probation or under other non-secure supervision).

44 *See, e.g.,* Ark. Code Ann. § 9-27-339. This statute establishes that "nonpayment of restitution, fines, or court costs may constitute a violation of probation, unless the juvenile shows that his or her default was not attributable to a purposeful refusal to obey the sentence of the court or was not due to a failure on his or her part to make a good faith effort to obtain the funds required for payment." Although this statute essentially creates an exception when the juvenile is unable to pay, the burden is on the juvenile to show that inability, and judges are given discretion in determining what constitutes a "purposeful refusal."

45 text: See, e.g. Del. Code Ann. tit. II § 1009A, Del. Code Ann. tit. II § 4218(a)(2).

46 In 26 of 38 states with respondents answering this question, at least one survey respondent reported a youth or family paying this cost. The states were: Alabama, Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Maryland, Massachusetts, Minnesota, Nebraska, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Texas, Utah, Virginia, Washington, Wisconsin, Wyoming.

47 Holly A. Wilson & Robert D. Hoge, *The Effect of Youth Diversion Programs on Recidivism: A Meta-analytic Review*, 40 Crim. Just. & Behav. 497, 504-09 (2012).

48 Models for Change, *Juvenile Diversion Guidebook* 11-12 (2011), *available at* http://www.models-forchange.net/publications/301.

49 *See, e.g.,* Ariz. Rev. Stat. Ann. §8-321(N).

50 *See, e.g.,* Ind. Code Ann. § 31-37-9-9. Or, as in Illinois, a minor may be required as a condition of diversion or "continuance under supervision" to "contribute to his or her own support at home or in a foster home." 705 Ill. Comp. Stat. Ann. 405/5-615(5)(f).

51 In each of the 16 states, at least one survey respondent reported these fees imposed.

52 *See, e.g.,* Okla. Stat. Ann. tit. 10A, § 2-2-104 (indicating that an informal adjustment agreement may include a requirement for payment of a fee, and establishing that failure to carry out the terms of the informal adjustment agreement may result in revocation).

53 *See, e.g.,* Nev. Rev. Stat. Ann. 62E.210.

54 *See, e.g.,* Alaska Stat. Ann. § 47.12.060(b)(3) (indicating that informal adjustment is not successfully completed unless the youth agrees to pay or has finished paying restitution).

55 *See, e.g.,* Ind. Code Ann. § 31-37-9-9.

56 *See, e.g.,* Ark. Code Ann. §9-27-323.

57 *See, e.g.,* Wash. Rev. Code Ann. §13.40.085.

58 26 of 38 states with respondents answering this question had at least one respondent reporting the costs imposed. The states were: Alabama, Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Kansas, Louisiana, Massachusetts, Minnesota, Nebraska, New Jersey, New York, North Carolina, North Dakota, Ohio, Pennsylvania, Tennessee, Texas, Virginia, Washington, Wisconsin, Wyoming. This includes data aggregated across two survey questions; respondents in 23 states reported youth or families are charged for drug or alcohol screening, and respondents in 18 states reported youth or families are charged for other types of assessments.

59 Drug and alcohol screening costs were reported problematic by 59% of respondents, and other assessments by 61% of respondents.

60 *See, e.g.,* Va. Code Ann. § 16.1-278.8:01 (the cost of such (drug or alcohol) testing ordered by the court shall be paid by the Commonwealth from funds appropriated to the Department for this purpose").

61 This includes a wide variety of assessments used for juvenile justice purposes, including behavioral assessments, mental health assessments, and general provisions around "examinations." It excludes medical exams for medical treatment purposes.

62 In 31 of 38 states with respondents answering this question, at least one survey respondent reported youth and families paying these costs. The states include: Alabama, Arkansas, California, Colorado, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Louisiana, Maine, Massachusetts, Minnesota, Nebraska, Nevada, New Jersey, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Tennessee, Texas, Utah, Virginia, Washington, Wisconsin, Wyoming. This includes data aggregated across two survey questions; respondents in 24 states reported youth or families are charged for child support or cost of care, and respondents in 29 states reported youth or families are charged for court-ordered treatment.

63 Ariz. Rev. Stat. Ann. § 8-243.

64 *See, e.g.,* Alaska Stat. Ann. § 47.12.230; Ind. Code Ann. § 31-40-1-5; Kan. Stat. Ann. § 38-2319; S.C. Code Ann. § 63-19-1680; Tenn. Code Ann. § 37-1-151; Tex. Fam. Code Ann. § 54.06; Vt. Stat. Ann. tit. 33, § 5116; W. Va. Code Ann. § 49-4-714(b)(4).

65 Wis. Stat. Ann. § 938.275.

66 Mont. Code Ann. § 41-5-1525; Ga. Code Ann. § 15-11-36.

67 Wash. Rev. Code Ann. § 13.40.220.

68 N.C. Gen. Stat. Ann. § 7B-2704.

69 *See, e.g.,* Me. Rev. Stat. tit. 15, § 3314-B.

70 *See, e.g.,* Ariz. Rev. Stat. Ann. § 8-243; Iowa Code Ann. § 232.141; Wash. Rev. Code Ann. § 13.40.220.

71 *See, e.g.,* N.H. Rev. Stat. Ann. § 169-B:21; Wis. Stat. Ann. §§ 938.34(f)(4); 938.361(2); Miss. Code. Ann. § 43-21-605; Okla. Stat. Ann. tit. 10A, § 2-2-509; Utah Code Ann. § 78A-6-1207; Wash. Rev. Code Ann. § 13.40.165; Wis. Stat. Ann. § 938.34(6)(b).

72 *See, e.g.,* Nev. Rev. Stat. Ann. 62E.210 (programs for arts, sports and physical fitness); N.H. Rev. Stat. Ann. § 169-D:17 (after-school or evening programs); N.J. Stat. Ann. § 2A:4A-71.1 (remedial education and counseling); S.C. Code Ann. § 63-19-1430 (youth mentor program); Utah Code Ann. § 78A-6-1207; Wash. Rev. Code Ann. § 13.40.640.

73 *See, e.g.,* Nev. Rev. Stat. Ann. § 62B.110 (West) ("If a child becomes subject to the jurisdiction of the juvenile court and the child receives ancillary services that are administered or financed by a county, including, but not limited to, transportation or psychiatric, psychological or medical services, the county is entitled to reimbursement from the parent or guardian of the child for all money expended by the county for such services."); Ariz. Rev. Stat. Ann. § 8-243(B) (parents liable for cost of medical and mental health care for juveniles committed to department of juvenile justice, based on their ability to pay); Ark. Code Ann. § 9-27-602(d)(1)-(2) (parents liable for cost of out of state mental health services, based on ability to pay).

74 Specifically, 47% of respondents aware of such costs reported cost of care/child support charges cause problems, and 54% reported that costs for treatment are problematic.

75 *See, e.g.,* S.D. Codified Laws § 26-7A-42 (Establishing parental liability for health care costs and stating that "[t]he court may issue such orders as necessary and appropriate to secure the payment of the costs of treatment of the child under this section ...."); *See also* Miss. Code. Ann. § 43-21-615(2) a parent who willfully refuses to pay medical expenses may be proceeded against for contempt).

76 *See* Minn. Stat. Ann. § 260B.188 (West) (county of residence is entitled to reimbursement from the child or the child's family for payment of medical bills to the extent that the child or the child's family has the ability to pay for the medical service); Ariz. Rev. Stat. Ann. § 8-243(B).

77 For example, Alabama statutes permit judges to require parents to pay for the cost of healthcare, detention/placement, child support, and other undefined costs for juveniles. Ala. Code § 12-15-109; Ala. Code § 12-15-215(f).

78 In 28 of 40 states with respondents answering this question, at least one survey respondent reported youth or families were charged court costs or fees. The states reporting such practices are: Alabama, Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Kansas, Louisiana, Maine, Maryland, Massachusetts, Nebraska, New Jersey, North Carolina, Ohio, Oregon, Pennsylvania, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, Wisconsin, Wyoming.

79 Ark. Code Ann. § 9-27-330(a)(6) (imposing a $35.00 court cost).

80 *See, e.g.,* Ga. Code Ann. § 15-11-36(c). In some states, youth may also incur separate costs for taking appeals., *e.g.,* Mass. Gen. Laws Ann. ch. 231, § 118.

81 *See, e.g.,* Mass. Gen. Laws Ann. ch. 231, § 118.

82 Wis. Stat. Ann. § 938.34(8d).

83 Ind. Code Ann. § 31-32-16-9.

84 Ind. Code. Ann. § 31-40-4-1.

85 In 12 states where statute gives judges discretion to impose costs, and in 14 states that have no statute on point, survey respondents reported that youth or families paid court costs or fees.

86 *See, e.g.,* Okla. Stat. Ann. tit. 10A, § 2-2-507.

87 In 29 of 39 states with respondents answering this question, at least one survey respondent reported that youth or families were paying fines. This included three states with no relevant statute on point. The states are: Alabama, Arkansas, California, Colorado, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Louisiana, Maine, Massachusetts, Minnesota, Missouri, Nevada, New Jersey, New Mexico, North Carolina, Ohio, Oregon, Pennsylvania, South Dakota, Tennessee, Utah, Virginia, Washington, Wyoming.

88 For example, Alabama imposes fines on parents if they interfere with the performance of duties by juvenile probation officers, Ala. Code. § 12-15-112, or if contribute to the delinquency, dependency, or need supervision of children. Ala. Code § 12-15-111.

89 *See, e.g.,* Ark. Code Ann. § 9-27-332(a)(7)-(8).

90 *See, e.g.,* Conn. Gen. Stat. Ann. § 46b-141a(b).

91 *See, e.g.*, Ala. Code § 12-15-215.

92 *See* N.C. Dep't Pub. Safety, *Family, School, Community and Economic Factors Associated with Juvenile Crime in North Carolina: A System Impact Assessment*, *available at* https://www.nccrimecontrol.org/div/gcc/juvcorr.htm.

93 Telephone Interview by Whiquitta Tobar with E.B. (Apr. 13, 2016).

94 Tennessee, for example, limits fines to $50 per offense. Tenn. Code Ann. § 37-1-131(a)(5).

95 Ohio Rev. Code Ann. § 2152.20.

96 *See, e.g.,* Ky. Rev. Stat. Ann. § 635.085 ("The imposition of a fine for an offense committed by a child shall be based upon a determination that such disposition is in the best interest of the child and to aid in his rehabilitation. Any such order shall include a finding that the child is financially able to pay the fine.").

97 In 20 of 41 states with respondents answering this question, at least one survey respondent reported youth paying a fee for expungement petitions. The states reporting such issues are: Alabama, California, Colorado, Delaware, Florida, Idaho, Illinois, Kansas, Louisiana, Massachusetts, Minnesota, New Jersey, North Carolina, Pennsylvania, Tennessee, Texas, Utah, Virginia, Washington, Wyoming.

98 Riya Saha Shah & Jean Strout, *Future Interrupted: The Collateral Damage Caused by Proliferation of Juvenile Records* 9-11 (2016), *available at* http://juvenilerecords.jlc.org/juvenilerecords/documents/publications/future-interrupted.pdf.

99 *Id.* at 13-15.

100 *Id.* at 6-9.

101 *See, e.g.,* fee schedule for Georgia at https://gbi.georgia.gov/sites/gbi.georgia.gov/files/related_files/document/GCICFees.pdf; fee schedule for Nebraska at https://supremecourt.nebraska.gov/self-help/7240/filing-motion-seal-juvenile-criminal-record.

102 Colorado (Colo. Rev. Stat. § 19-1-306(7)(e)); Arizona (Ariz. Rev. Stat. § 8-349); Washington (Wash. Rev. Code Ann. § 13.50.270(1)(v)); Iowa (Iowa Code § 232.150(1)(3)(c)); Rhode Island (R.I. Gen. Laws § 12-1.3-3(b)(1)); Utah (Utah Rev. Stat. § 78A-6-1105(c)(3)).

103 *See, e.g.,* 42 Pa.C.S 9123(a)(3)(establishing by statute that individuals are eligible for expungement five years after final discharge from probation) and Pa.R.J.C.P. 631 (establishing by court rule that probation is complete when all restitution, fines, and costs have been paid in full).

104 See, e.g., Cal. Welf. & Inst. Code § 781(D)(2) and (D)(3); Ohio Rev. Code. §§ 2151.356(C)(1).

105 See Cal. Welf. & Inst. Code § 781(D)(2) and (D)(3).

106 *See, e.g.*, N.M. Stat. § 32A-2-26.

107 In 39 of 39 states with respondents answering this question, at least one survey respondent reported youth or families being charged restitution. These states are: Alabama, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Louisiana, Maine, Maryland, Massachusetts, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, Wisconsin, Wyoming.

108 Still others have separate provisions creating parental liability for damages for the actions of their children. *See, e.g.,* Neb. Rev. Stat. § 43-801. Unless the provisions explicitly state that such liability can become a part of the disposition order, they are not included here.

109 Additionally, some states require parents to engage in "community restitution," which are work programs. Because those don't have an explicit financial liability component, they are not included here. *See, e.g.,* Ariz. Rev. Stat. Ann. § 8-341(S); Ariz. Rev. Stat. Ann. § 8-234(E)(3).

110 Indeed, a number of survey respondents reported that restitution should be considered separately from other costs because of its function of making the victim whole.

111 Ky. Rev. Stat. Ann. § 635.060.

112 *See, e.g.,* Conn. Gen. Stat. Ann. § 46b-140; Utah Code Ann. § 78A-6-1113.

113 Me. Rev. Stat. tit. 15, § 3314.

114 *Id.*

115 *Id.*

116 Nev. Rev. Stat. § 62E.580.

117 *See, e.g.,* Nev. Rev. Stat. Ann. § 62E.580; 42 Pa. Cons. Stat. Ann. § 6352.

118 Okla. Stat. Ann. tit. 10A, § 2-7-801; 42 Pa. Cons. Stat. Ann. § 6352.

119 R.I. Gen. Laws Ann. § 14-1-32.

120 Or. Rev. Stat. Ann. § 419C.450.

121 *See, e.g.,* S.D. Codified Laws § 26-8C-14; *See, e.g.,* Cal. Welf. & Inst. Code § 730.6(m).

122 *See, e.g.,* N.Y. Fam. Ct. Act § 353.6 (N.Y. Fam. Ct. Act § 758-a).

123 *See, e.g.,* Miss. Code. Ann. § 43-21-605.

124 *See, e.g.,* Fla. Stat. Ann. § 985.0301(5)(d); Fla. Stat. Ann. § 775.089(5) (establishing that an order of restitution may be enforced in the same manner as a judgment in a civil action; defendant is responsible for any interest, and costs and attorney's fees resulting from civil enforcement).

125 *See, e.g.,* Alaska Stat. Ann. § 47.12.170(a); Ariz. Rev. Stat. Ann. § 8-221(G); Cal. Welf & Inst. Code § 730(6); Colorado § 18-1.3-701; Fla. Stat. Ann. § 985.0301(5)(d); Fla. Stat. Ann. § 775.089(5); Me. Rev. Stat. tit. 15, § 3314; Nev. Rev. Stat. Ann. § 62B.420; N.D. Cent. Code Ann. § 27-20-31.2; Okla. Stat. Ann. tit. 10A, § 2-2-503 (c) (5); Or. Rev. Stat. Ann. § 419C.203(5); Or. Rev. Stat. Ann. § 419C.600); Tenn. Code Ann. § 37-1-131 (b)(2)(A); Vt. Stat. Ann. tit. 33 § 5235(k)(1) – (2); Wis. Stat. Ann. § 895.035; Wash. Rev. Code Ann. § 13.40.080(b)) (Wash. Rev. Code Ann. § 13.40.192(1).

126 Kathryn A. Sabbeth, The Prioritization of Criminal over Civil Counsel and the Discounted Danger of Private Power, 42 Fla. St. U. L. Rev. 889, 913-14 (2015). Indeed, rather than converting the judgment into a civil judgment, some states make these consequences explicit. *See, e.g.,* Utah Code Ann. § 78A-6-1101 (The court may enforce orders of fines, fees, or restitution through garnishments, wage withholdings, supplementary proceedings, or executions).

127 *See, e.g.,* Ala. Code § 12-15-117(c) (juvenile court shall retain jurisdiction over an individual of any age for the enforcement or modification of any prior orders requiring the payment of fines, court costs, restitution, or other money ordered by the court until paid in full); Florida (Fla. Stat. Ann. § 985.0301(5)(d) (the court may retain jurisdiction over a child and the child's parent or legal guardian whom the court has ordered to pay restitution until the restitution order is satisfied); Mo. Ann. Stat. § 211.185 (11) (a judgment of restitution ordered against a child may be executed upon after the child attains the age of 18); Oklahoma (Okla. Stat. Ann. tit. 10A, § 2-7-504(D)) (the court may retain jurisdiction over a child adjudged delinquent beyond the age of 18 to the extent necessary for the child to complete payment of court costs); Wash. Rev. Code Ann. § 13.40.300 (in no event may the juvenile court have authority to extend jurisdiction over any juvenile offender beyond the juvenile offender's twenty-first birthday except for the purpose of enforcing an order of restitution or penalty assessment).

128 *See, e.g.,* Wash. Rev. Code Ann. § 13.40.200(2)) (If the court finds that a respondent has willfully violated the terms of an order [including an order to pay a penalty assessment] ..., it may impose a penalty of up to thirty days' confinement; Ala Code § 12-15-117(d) (the juvenile court can incarcerate individuals 18 or older who have failed to pay fines, court costs, restitution, or other money ordered by the court).

129 *See, e.g.,* Ala. Code § 12-15-117(d) (the juvenile court can use any of the remedies available for the punishment for contempt to enforce any order requiring the payment of fines, court costs, restitution, or other money ordered by the court); Me. Rev. Stat. tit. 15, § 3314) (The court must give notice of its ability to enforce orders through contempt powers. For nonpayment of fine, court may use "in addition to its contempt powers" civil judgments); Oklahoma (Okla. Stat. Ann. tit. 10A, § 2-7-504(D)) (court may institute contempt proceedings against any person adjudged delinquent and ordered to pay court costs who neglects or refuses to pay).

130 Although these statutory provisions typically require a finding of willfulness, the wide discretion afforded judges to make determinations regarding willfulness or ability to pay may still result in probation violations for youth unable to afford payments. *See, e.g.,* Ark. Code Ann. § 9-27-339(f)) ("Nonpayment of restitution, fines, or court costs may constitute a violation of probation, unless the juvenile shows that his or her default was not attributable to a purposeful refusal to obey the sentence of the court or was not due to a failure on his or her part to make a good faith effort to obtain the funds required for payment."); Cal. Welf. & Inst. Code § 730.6(m) ("Probation shall not be revoked for failure of a person to make restitution pursuant to this section as a condition of probation unless the court determines that the person has willfully failed to pay or failed to make sufficient bona fide efforts to legally acquire the resources to pay").

131 Justice Policy Inst., *Sticker Shock: Calculating the Full Price Tag for Youth Incarceration* 16-19 (2014), *available at* http://www.justicepolicy.org/uploads/justicepolicy/documents/sticker_shock_final_v2.pdf.

132 Justice Policy Inst., *Sticker Shock: Calculating the Full Price Tag for Youth Incarceration* 4 (2014), *available at* http://www.justicepolicy.org/uploads/justicepolicy/documents/sticker_shock_final_v2.pdf.

133 *See, e.g.,* Minnesota (Minn. Stat. Ann. § 260B.331 (A parent or custodian who fails to pay without good reason may be proceeded against for contempt, or the court may inform the county attorney, who shall proceed to collect the unpaid sums, or both procedures may be used).

134 *See, e.g.,* Alaska § 47.12.170. (If the restitution recipient enforces or collects restitution through civil process, collection costs and full reasonable attorney fees shall be awarded. If the state on the restitution recipient's behalf enforces or collects restitution through civil process, collection costs and full reasonable attorney fees shall be awarded, up to a maximum of twice the amount of restitution owing at the time the civil process was initiated.)

135 *See, e.g.,* Alaska Stat. Ann. § 47.12.170. (A recipient of a restitution order, or the state on behalf of the restitution recipient, may enforce a restitution order against the minor and the minor's parent by any procedure authorized by law for enforcement of a civil judgment); Arizona (Ariz. Rev. Stat. Ann. § 8-221(G)) (if the court finds that the juvenile or parent or guardian has sufficient financial resources to reimburse, at least in part, the costs of an appointed attorney, the court will order payment and the order may be enforced as a civil judgment); Colo. Rev. Stat. § 19-2-114 (Any order for payment toward the cost of care entered by the court pursuant to subsection (1) of this section shall constitute a judgment which shall be enforceable by the state or the governmental agency that would otherwise incur the cost of care for the juvenile in the same manner as are civil judgments).

136 *See generally* Lili Garfinkel, *Improving Family Involvement for Juvenile Offenders with Emotional/Behavioral Disorders and Related Disabilities*, 36 Behav. Disorders 52 (2010).

137 Nevada (Nev. Rev. Stat. Ann. 62E.440(4)) (no hearing required, but requires willful non-payment); Oklahoma (Okla. Stat. Ann. tit. 10A, § 2-8-224(B)) (no hearing requirement); Wisconsin (Wis. Stat. Ann. § 938.34(8)) (no hearing requirement).

138 Harris, *supra* note 2.

139 *See supra* Part B, Section 7.

140 For each of these consequences, at least one survey respondent, and often more, in this many states reported the designated consequences.

141 *Bearden v. Georgia*, 461 U.S. 660 (1983). In *Bearden*, the Court opined that "punishing a person for his poverty…would deprive the probationer of his conditional freedom simply because, through no fault of his own, he cannot pay the fine. Such a deprivation would be contrary to the fundamental fairness required by the Fourteenth Amendment." *Id* at 671-73. *See also* Letter from United States Department of Justice, Civil Rights Division, Office for Access to Justice (Mar. 14, 2016) at 3, *available at* https://www.justice.gov/crt/file/832461/download, reiterating the importance of this principle.

142 *Bearden v. Georgia*, 461 U.S. 660, 672 (1983).

143 *See, e.g.,* S.D. Codified Laws § 26-7A-98. Several other states are silent on the issue of willful non-payment or indigency. *See, e.g.,* Indiana (IND. CODE ANN.§ 31-40-4-1), Michigan (Mich. Comp. Laws Ann. § 712A.18b), New Mexico (N.M. Stat. Ann. § 32A-2-28(C)), Tennessee (Tenn. Code Ann. § 37-1-151), and Utah (Utah Code Ann. § 78B-6-310).

144 *See* Me. Rev. Stat. tit. 17-A, § 1301-A (requiring courts to always consider the imposition of a fine instead of imprisonment for failure to pay, and preventing courts from incarcerating an individual based on inability to pay); Nev. Rev. Stat. Ann. *Rev. Stat. Ann.* § 62B.420(2) (preventing indigent individuals from being incarcerated due to failure to pay).

145 United States Department of Justice, *supra* note 3, at 5. (relying on *Mullane v. Cent. Hanover Bank & Trust Co.* and other Supreme Court cases regarding the constitutionality of incarcerating a defendant without counsel.)

146 *See In re Gault,* 387 U.S. 1 (1967) (explaining that youth need the "guiding hand of counsel" to ensure their rights are met).

147 *See* Ariz. Rev. Stat. Ann. § 8-221(G); Wyo. Stat. Ann. § 14-6-242) (requiring representation in accordance with Wyo. R. Crim. P. 42(c)(4)).

148 *See generally Roper v. Simmons*, 534 U.S. 551 (2005); *Graham v. Florida*, 560 U.S. 48 (2010); *J.D.B. v. North Carolina,* 564 U.S. 261 (2011); *Miller v. Alabama,* 132 S. Ct. 2455 (2012); *Montgomery v. Louisiana,* 136 S. Ct. 718 (2016). See also Monahan, Steinberg, & Piquero, *supra note* 8.

APPENDIX A – CUMULATIVE COSTS

	RESTITUTION	EXPUNGE	FINES	COURT	CARE	EVALUATION	DIVERSION*	PROBATION*	TOTAL
AL	•		•	•	•	•			5
AK	•				•				2
AZ	•	•	•		•		•	•	6
AR	•		•	•	•	•	•	•	7
CA	•		•		•	•		•	5
CO	•	•	•		•			•	5
CT	•		•		•	•		•	5
DE	•	•	•	•	•				5
DC	•		•		•	•			5
FL	•	•			•			•	4
GA	•		•	•	•			•	5
HI	•			•	•	•			4
ID	•		•		•	•	•	•	6
IL	•	•	•				•	•	5
IN	•			•	•	•	•	•	6
IA	•			•	•	•	•		6
KS	•	•	•	•	•	•		•	7
KY	•		•	•	•			•	5
LA	•		•		•	•	•	•	6
ME	•		•		•	•			4
MD	•		•	•	•				4
MA	•		•	•	•			•	5
MI	•	•	•	•	•	•	•		7
MN	•		•		•	•			4
MS	•		•	•	•	•	•		6
MO	•		•	•	•				4
MT	•		•	•	•	•	•	•	7
NE	•		•		•	•	•		5
NV	•		•	•	•	•	•		6
NH	•		•		•	•	•		5
NJ	•	•	•			•	•		5
NM	•		•	•	•				4
NY	•								1
NC	•		•		•	•		•	5
ND	•		•		•	•			4
OH	•		•	•	•	•		•	6
OK	•		•		•		•	•	5
OR	•	•	•	•	•	•		•	7
PA	•		•	•	•		•		5
RI	•	•	•		•				4
SC	•		•		•	•	•		5
SD	•		•	•	•				4
TN	•		•	•	•	•			5
TX	•		•	•	•	•	•	•	7
UT	•	•				•	•		4
VT	•				•				2
VA	•		•		•	•			4
WA	•		•		•	•	•	•	7
WV	•		•		•		•		4
WI	•		•	•	•	•	•		6
WY	•		•	•	•	•			5
TOTAL	51	11	43	25	47	32	22	21	

*This table identifies a state as having a statute on probation or diversion only if the statute designates a cost for those specific purposes. Youth or families may also be required to pay other costs, fines, fees, or restitution as a condition of probation, or a condition of participation in a diversion program. Because those costs are captured elsewhere in this chart, we have not listed them here.

APPENDIX B

Survey Methodology

To complement the statutory research presented in this report, researchers in the Psychology Department at Drexel University (Naomi Goldstein, PhD and Emily Haney-Caron, MS, JD) conducted a survey of professionals and non-professionals.

Participants

Survey respondents were 183 individuals, comprised of 96 attorneys, 50 other professionals working with justice-involved youth, 3 individuals with former juvenile justice system involvement, 13 family members of justice-involved youth, and 21 participants who did not identify with one of the above categories (including 4 students, 6 advocates, 2 educators, 1 researcher, 1 law enforcement officer, 1 academic researcher, and 2 individuals identifying with more than one role). Respondents are presented in two samples: the first, comprised of attorneys and other professionals, totaled 146 participants, and the second, comprised of all other respondents, totaled 37 individuals. An additional 12 participants discontinued immediately after indicating they agreed to participate. Among attorneys and other professionals, 19 participants (9 attorneys, 10 other professionals) discontinued immediately after selecting their role. In the second sample, 4 participants (1 formerly juvenile justice-involved individual, 1 family member, and 2 "other") discontinued immediately after identifying their role. All other respondents completed at least some of the substantive questions.

The sample of attorneys and other professionals ranged in age from 24-70 (mean = 46.98, standard deviation = 12.12). The sample was 72.8% female and 23.3% male (3.9% preferred not to answer). Participants identified as White (53.7% of respondents), Black or African American (4.1% of respondents), Asian (2% of respondents), American Indian or Alaskan Native (1.4% of respondents), and Native Hawaiian or other Pacific Islander (.7% of respondents); 5.4% identified as Hispanic or Latino, 53.7% as not Hispanic or Latino, and the remainder chose not to answer. Participants reported working in 39 states and at least 78 distinct counties.

The second sample, comprised of formerly juvenile justice-involved individuals and friends or family of justice-involved youth, ranged in age from 25-75 (mean = 45.25, standard deviation = 12.67) and was 70.4% female. Participants identified as White (40.5% of respondents) and African American (27.0% of respondents), with the remainder choosing not to answer; 2.7% identified as Hispanic or Latino, 54.1% as not Hispanic or Latino, and the remainder chose not to answer. Participants reported living in 15 states, and at least 25 distinct counties.

Including lay and professional participants, we received responses from 41 states and the District of Columbia.

Procedures

Participants were recruited via professional and family advocacy listservs, social media, and word of mouth. Participants were provided with information about the survey and were asked to either agree or decline to participate. Participants were asked to complete an online, anonymous survey approximately 10 minutes in length. Data were collected using Qualtrics, a software platform designed to conduct online research. Two slightly different survey versions were used: the first, for attorneys and other professionals, asked additional questions inappropriate for lay respondents (e.g., citations for relevant statutes); the second, for all other respondents, provided more explanation as needed regarding the meaning of legal terms included in questions. Attorneys and other professionals were asked to provide information about the juvenile justice system in the jurisdiction in which they work. All other respondents

were asked to provide information about the juvenile justice system in the county in which they live. All participants were asked questions about the frequency of costs related to 11 aspects of juvenile justice involvement (expungement, restitution, fees, fines, child support or cost of care, treatment, probation, diversion or informal adjustment, drug and alcohol testing, other assessments or testing, and phone calls and visits to/from placement) and the impact those costs have on youth and families. Participants were also asked about problems resulting from inability to pay each type of cost, including cases remaining open, youth being put in placement or staying in placement longer, family debt, additional court visits resulting in missed school or work, youth being prevented from having juvenile records expunged, civil judgments extending into adulthood, and other (with space for participants to write in additional problems resulting from each cost). Additionally, for diversion costs, respondents were asked about inability to pay resulting in a formal petition being filed. Finally, participants were asked demographic questions.

Method of Analysis

Because of the exploratory nature of this survey, only descriptive data are presented. The purpose of the survey was to collect preliminary information about the frequency and impact of various types of costs on juvenile justice-involved youth and their families to supplement the statutory analysis. Given the limited sample size and the approach to participant recruitment, as well as the varying policies and impacts across counties, the descriptive data cannot provide a complete picture of any jurisdiction, but does provide initial information regarding the perspectives of individuals working in and experiencing the juvenile justice systems regarding the costs imposed by those systems on youth and families.

www.JLC.org

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The Philadelphia Building
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215.625.0551 / 800.875.8887
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The Washington Post

National

Your child's been sent to jail. And then comes the bill.

By Eli Hager March 2

In dozens of one-on-one meetings every week, a lawyer retained by the city of Philadelphia summons parents whose children have just been jailed, pulls out his calculator and hands them more bad news: a bill for their kids' incarceration.

Even if a child is later proved innocent, the parents still must pay a nightly rate for the detention. Bills run up to $1,000 a month, and many of the parents of Philadelphia's roughly 730 detained children are so poor they can afford monthly installments of only $5.

The lawyer, Steven Kaplan — who according to his city contract is paid up to $316,000 a year in salary and bonuses, more than any city employee, including the mayor — is one agent of a deeply entrenched social policy that took root across the country in the 1970s and '80s. The guiding principle was simple: States, counties and cities believed that parents were shedding responsibility for their delinquent children and expecting the government to pick up the tab.

If parents shared the financial cost of incarceration, this thinking went, they would be more involved in keeping their children out of trouble.

"I mean, do we think the taxpayers should be supporting these bad kids?" Kaplan said in an interview.

Today, mothers and fathers are billed for their children's incarceration — in jails, detention centers, court-ordered treatment facilities, training schools or disciplinary camps — by 19 state juvenile-justice agencies, while in at least 28 other states, individual counties can legally do the same, a survey by the Marshall Project shows.

Groups of law students, juvenile defense lawyers and others have begun to challenge this payment system, arguing that it is akin to taxing parents for their child's loss of liberty — and punishing them with debt. In Philadelphia, the City Council is meeting Friday to consider abolishing the practice. In California — which incarcerates more children than any other state, at a typical cost to parents of $30 a night — activists have succeeded in getting the practice banned in three counties. Two senators have introduced a bill to ban it statewide.

"Aside from all the emotional stuff — holding my son together, holding myself together — now they're going to say, 'By the way, you owe us cash for this?' " said Tamisha Walker, one of the mothers who fought, successfully, for a moratorium in

California's Contra Costa County.

Because these parents are so often from poor communities, even the most aggressive efforts to bill them seldom bring in meaningful revenue. Philadelphia netted $551,261 from parents of delinquent children in fiscal 2016, a small fraction of the $81,148,521 the city spent on all delinquent placements, according to city records.

A similar pattern emerges in financial data gathered from all 50 states — significant operating budgets for collections officers and mailing out invoices but low amounts of money actually collected from the families.

Many juvenile-corrections administrators say the payment system is a way of keeping parents engaged with their children, whose food, clothing and medical expenses they would be paying for anyway.

"It increases buy-in. It keeps the parents' skin in the game," said James Bueche, who heads Louisiana's Office of Juvenile Justice, adding that in a state with severe budget problems, his department needs all the funding it can get.

Bueche and others also said the agencies are constrained by state laws, frequently outdated, that hold parents financially responsible for their children's transgressions, ranging from truancy and curfew violations to shoplifting to murder.

"It was a very different time, when too many parents frequently wanted to essentially 'dump' their adolescent children on juvenile courts when they found them unruly, ungovernable, uncontrollable," Linda O'Neal, executive director of the Tennessee Commission on Children and Youth, said of the era decades ago when the laws were implemented.

"This was put into the statute so courts could say . . . 'Okay, but you will have to pay the costs of detention,' " O'Neal said. "The experience was then parents would suddenly decide, maybe they could manage their children after all rather than pay."

Until recently, that logic had gone mostly unexamined, in part because juvenile defenders advocate for children, not parents, whose separate problems often go overlooked when a child is accused of a crime.

But family advocates have increasingly taken the position that detention payments introduce new obstacles for young people already struggling to succeed — and run counter to the juvenile-justice system's century-old mission to improve children's outcomes by helping them learn from their mistakes.

"Here's a family that needs support, and what we're going to do instead is put a whole lot of economic pressure on them?" said Jessica Feierman, associate director of Juvenile Law Center, a national advocacy group based in Philadelphia. "Parents don't choose for their kids to go to jail. They just don't."

States' practices vary

How juvenile-justice agencies go about charging mothers and fathers for their children's incarceration varies widely by state, but the basics are the same: a monthly bill, frequently in the low hundreds of dollars, that covers some but not all of the actual

costs of the child's imprisonment.

Florida's brochure on its "Cost of Care" program depicts the intertwined hands of an adult and a child, with a caption reading: "A joint effort between the parents and the State improves the quality of life for our children. Together we can reduce juvenile crime."

To calculate the amounts owed, at least a dozen states make use of an existing metric: standard child-support guidelines.

Other states operate a "parental reimbursement unit" that charges the parents a flat sum. The ones that detain youths in privately operated facilities tend to charge the highest rates.

When parents fail to pay on time, the state can send collection agencies after them, tack on interest, garnish 50 percent of their wages, seize their bank accounts, intercept their tax refunds, suspend their driver's licenses or charge them with contempt of court. Virginia, for instance, uses several of those methods to try to collect from parents, state officials and parents told the Marshall Project.

An ability-to-pay process, by which parents can provide pay stubs and documentation of their expenses to get the charges lowered, is usually offered. But it often entails navigating a maze of paperwork and rarely takes place before a judge or neutral third party. In many cases, it is no more than a correspondence or meeting between the parent and a representative of the state agency, like Kaplan.

Not all states take action to be reimbursed. Maryland seeks child support from parents only in certain circumstances, such as to defray costs from placement in a for-profit medical facility. The District does not collect any fees.

Anders Jacobson, director of the Colorado Division of Youth Corrections, which does not bill parents, said that any well-functioning juvenile-justice system depends on youths returning home to a stable environment. Thrusting parents into debt, he said, undercuts their ability to keep the lights on and the refrigerator stocked. Such households already are dealing with additional costs from the juvenile's crime, parents point out, including steep rates for phone calls, gas for long-distance visits, and thousands of dollars in restitution and public-defender fees.

As significantly, parents and advocates say, the goal of incarceration is not to address problems in the family the way a child-support order can do. They argue that detention facilities should exist for the larger societal purpose of public safety and getting young offenders back on the right track, for which all taxpayers ought to be responsible.

"I pay taxes every single year — isn't that supposed to be what pays for the justice system?" said Alison Devine, the parent of a formerly delinquent child in Philadelphia.

'Little financial gain'

When Mariana Cuevas's son was released from a California jail, after being locked up in a juvenile hall for more than 300 days for a homicide he did not commit, the boy's public defender, Jeffrey Landau, thought his work was done. The case had been dismissed; his client was free.

But at a celebratory dinner afterward, Cuevas, a Bay Area home cleaner, pulled out a plastic bag full of bills and showed Landau that the state had tried to collect nearly $10,000 for her child's imprisonment. She had been able to pay back only about $50 a month.

"Sure, your son was stolen from you for a year," said Landau, stunned, "but here's what it cost."

Animated by stories such as Cuevas's, juvenile defenders at the East Bay Community Law Center in Berkeley teamed up with students at the University of California at Berkeley School of Law to begin gathering county-level data to determine whether the payment requirement, so long ignored, was cost-effective.

It hardly was, they found. In fiscal 2014-2015, Alameda County, which contains Oakland, spent $250,938 collecting $419,830 from parents. An internal county report called that "little financial gain." By last March, in the wake of the group's findings, county officials had placed a moratorium on the practice. They later banned it outright, forgiving the debt of almost 3,000 families.

"From a macro level we weren't even aware this existed, but it hurt so many vulnerable people," said Richard Valle, a member of the Alameda County Board of Supervisors. "The parents deserve the credit — they came to the podium and spoke up." Valle also said there has been zero loss of services for children in juvenile hall, despite the lost revenue.

Then, in October, the Berkeley-based campaign won another moratorium in neighboring Contra Costa County, and later Cuevas's debt was frozen. Officials there are considering reparations for some of the parents who had already paid the detention fees.

In August, Judge Stephen Reinhardt of the U.S. Court of Appeals for the 9th Circuit weighed in forcefully on the side of Maria Rivera, a parent who sold her house and went bankrupt to pay Orange County more than $9,500 for her son's incarceration.

"Not only does such a policy unfairly conscript the poorest members of society to bear the costs of public institutions, operating 'as a regressive tax,' " Reinhardt wrote, "but it takes advantage of people when they are at their most vulnerable, essentially imposing 'a tax upon distress.' "

In Philadelphia last year, juvenile defenders learned about the city's collection practices from the parents of clients. They alerted a group of law students at Temple University, who then brought the issue to the attention of aides in the office of Mayor Jim Kenney (D).

Heather Keafer, a spokeswoman for Philadelphia's Department of Human Services, said that the students made a "compelling argument" and that the department has asked the state of Pennsylvania for a legal review as to whether abandoning the

practice would be allowable under existing state and federal regulations. “This has just been the way it works for so long that it has kind of proceeded as a matter of course,” Keafer said.

Kathaleen Gillis, a spokeswoman for the state’s Department of Human Services, said the matter is still under review, in part because a decision must be made not just for Philadelphia but for all counties, and practices vary widely.

Since the state’s decision may take months, Philadelphia City Councilman Kenyatta Johnson called for Friday’s hearing. “This whole thing reminded me of Ferguson,” said Johnson, drawing a straight line between the parental-billing practices and the debate around allegedly predatory fines and fees in the larger criminal-justice system — a controversial issue in Ferguson, Mo., even before the killing of an unarmed African American teen by a white officer there in 2014 brought tensions between police and the community to a head.

‘What did I just pay for?’

Steve Kaplan, who is 62 and has lived in Philadelphia for his entire life, calls himself the “most experienced child-support attorney in America.” He began collecting from the mothers and fathers of incarcerated children in 1998, when a friend of his — then-Philadelphia mayor and future Pennsylvania governor Ed Rendell (D) — instructed him to do so. Rendell did not respond to multiple requests for comment on the practice.

Kaplan is likely to be replaced by a collection agency when his contract expires March 31, Keafer said via email Thursday. The lawyer, who currently gets bonuses of up to $160,000 based on the amounts he can collect from the parents, would not comment late Thursday.

One of those parents was Jonelle Mills, a single mother and janitor whose teenage daughter has been in and out of juvenile facilities for over two years. Mills said Kaplan billed her nearly $3,000 for those stays and now the city is garnishing her paycheck. She also said her child returned home “institutionalized” and physically aggressive.

“What did I just pay for exactly?” she said. “It clearly didn’t buy any kind of rehabilitation.”

To Kaplan, that was still the wrong question. For 18 years, he said in the earlier interview, parents are obligated to pay for whatever housing their children are in — even if it’s a jail.

“Child support is child support is child support,” he said. “It really doesn’t matter if the kid lives with Mom, Dad, Aunt Betsy, or with me — Uncle Steve — in detention.”

This investigation was written for the Marshall Project, a nonprofit news organization that covers the U.S. criminal-justice system.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 19
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 6, 2017

Vote Requirement: Majority

Department or Agency Name(s): Regional Parks

Staff Name and Phone Number:
Steve Ehret 565-1107

Supervisorial District(s):

Title: Regional Parks As-Needed Professional Service Agreements - Extensions

Recommended Actions:

Authorize Chair to execute a one-year extension for forty-two (42) existing As-Needed Professional Service Agreements covering ten (10) different professional service disciplines. Regional Parks is recommending term extensions for all agreements, and also recommends adding a new "shall not exceed" amount for seven (7) of the agreements:

1. Appraisal and Acquisition: Associated Right of Way Services, Inc., Ward Levy Appraisal Group, Inc., and Kathy Wood & Associates;
2. Architectural and Access Compliance: Glass Architects, RossDrulisCusenbery Architecture, Inc., and STRATAap, Inc.;
3. Biological Resources: Environmental Science Associates (ESA), LSA Associates, Inc., Californian Environmental Services, Inc., Sonoma Ecology Center (add $50,000 to the "shall not exceed" amount for a new total contract amount of $150,000), Triple HS, Inc., dba H.T. Harvey & Associates, and WRA, Inc. (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000);
4. Civil Engineering - Boat Launch and Marinas: CLE Engineering, Inc., COWI, Inc., Moffatt & Nichol (add $100,000 to the "shall not exceed" amount for a new total contract amount of $350,000), and Noble Consultants, Inc.;
5. Cultural Resources: Alta Archaeological Consulting, LLC, Environmental Science Associates, Garcia and Associates, and Tom Origer & Associates;
6. Environmental and Regulatory Processing: Analytical Environmental Services (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000), Environmental Science Associates (ESA), LSA Associates, Inc. (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000), Prunuske Chatham, Inc. (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000), and Questa Engineering Corporation (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000);

7. Environmental Site Assessment: Analytical Environmental Services, EBA Engineering, Environmental Geology Services, Inc., Harris & Lee Environmental Sciences; and West Yost Associates, Inc.;
8. Geotechnical Engineering: Brunsing Associates, Inc., Kleinfelder, Inc., LACO Associates, Inc., Miller Pacific Engineering Group, and PJC & Associates, Inc.;
9. Land Surveying: BKF Engineers, Carlile Macy, Inc., Cinquini & Passarino, Inc., Susan D. Ruschmeyer, dba Pacific Land Surveys, and Ray Carlson & Associates, Inc.;
10. Traffic Engineering: TJKM Transportation Consultants, and Whitlock & Weinberger Transportation, Inc.

Executive Summary:

The adopted Five Year Capital Project Plan for Regional Parks contains numerous projects including both the renovation and improvement of existing park and trail facilities, as well as developing public access and opening new parklands and new class I trail facilities throughout the County. These projects require a range of professional services, and in order to expedite contracting for these services, Regional Parks proposes extending forty-two (42) previously approved, As-Needed Professional Service Agreements with several firms, covering ten (10) different frequently used disciplines. Regional Parks also proposes adding a new "shall not exceed" amount in seven (7) of the forty-two (42) agreements. In the case of all forty-two (42) of the agreements, the billing rates and all other terms remain unchanged.

When possible, Regional Parks will continue to use staff resources, and request professional services from other County staff, if appropriate, to perform work in support of project goals. However, regardless of whether these services are provided under an as-needed versus case-by-case contractual arrangement, there are often tasks that cannot be adequately provided by County staff, either due to workload capacity, or the need for specialized knowledge, skills, and/or professional licensure requirements. In these situations the As Needed consultants will be utilized.

Discussion:

The original forty-two (42) contracts were approved by your Board in March of 2014, and contracting for services using multi-year, As-Needed Professional Service Agreements is consistent with the practice utilized by Regional Parks since 2009. By way of additional background, in June of 2016, your board approved a one year extension of the group of eight (8) Civil Engineering As-Needed Agreements (also originally approved in March of 2014), that included a $150,000 increase in the "shall not exceed limit" of each contract. Extending this group of contracts for one of the more frequently used professional service disciplines used in the design and development of park improvements has allowed the department to manage the current and near-term project demands.

In addition to Civil Engineering, the three disciplines in which Regional Parks continues to realize significant and ongoing demand for services includes: Biological Resource Assessment, Environmental and Regulatory Processing, and Civil Engineering – Boat Launch and Marinas. All seven (7) of the contract extensions in which an increase in the "shall not exceed" amount is being requested fall within one of these three disciplines. In these cases the consultants are involved in projects that are ongoing or where additional phases of work are anticipated, and they have reached or are approaching the maximum amount available in their contracts. The department continues to coordinate with the

Purchasing Agent and County Counsel to develop and maintain an acceptable approach to establishing, and amending these agreements. Having As-Needed Agreements in place results in improved efficiency for Regional Parks, County Counsel, and Purchasing by significantly reducing the number of Professional Service Agreements needed to be processed in order to complete projects in the Department's Five Year Capital Project Plan. By eliminating the need to prepare individual requests for proposals, review and process numerous contracts and associated board reports, staff costs can be minimized, and project schedules can typically be shortened by two to six months. The expiration date for each extended Agreement shall be one year from the expiration date of the original contract expiration date. Additionally, each amendment includes language requiring consultants to comply with the living wage ordinance. Three months before the final expiration date of the active As-Needed Agreements, Regional Parks will publish a Request for Proposals for a new round of multi-year, As-Needed Agreements.

Staff will continue the practice of obtaining quotes from the multiple firms on the list for each particular project, thus ensuring the County is receiving the best price and product. As is standard with County As-Needed Agreements, there is no guarantee of any minimum amount of work for any consultant. The agreements' maximum shall-not-exceed amounts are based upon projects that are identified in the Department's approved Five Year Capital Project Plan. All the funds expended will be consistent with the amounts appropriated for each project by the Board of Supervisors. The contract amounts also include contracting capacity for unforeseen projects that arise over the course of the contract period.

Forty-two (42) As-Needed Agreements are being recommended for one-year extensions, as set forth below. In seven (7) of these 42 Agreements Parks is also requesting a new "shall not exceed" amount. Each consultant Agreement is listed with the new expiration date of their extended Agreement. In the case of the seven (7) consultant agreements in which new "shall not exceed" amounts are also being requested, additional details in terms of the amount remaining in the consultant Agreement, and the additional amount being added is also included.

Appraisal and Acquisition Services:

1. Associated Right of Way Services, Inc., Pleasant Hill – new expiration date: 04/16/18
2. Ward Levy Appraisal Group, Inc., Santa Rosa – new expiration date: 04/16/18
3. Kathy Wood & Associates, Sausalito – new expiration date: 05/05/18

Architectural and Access Compliance Services:

1. Glass Architects, Santa Rosa – new expiration date: 03/25/18
2. RossDrulisCusenbery Architecture, Inc., Sonoma – new expiration date: 03/25/18
3. STRATAap, Sonoma – new expiration date: 03/25/18

Biological Resources:

1. Environmental Science Associates (ESA), Petaluma – new expiration date: 04/22/18
2. LSA Associates, Inc., Point Richmond – new expiration date: 04/22/18
3. Californian Environmental Services, Inc., Fremont – new expiration date: 04/22/18
4. Sonoma Ecology Center, Eldridge – new expiration date: 04/22/18 (add $50,000 to the "shall not exceed" amount for a new total contract amount of $150,000; current remaining = $62,334)
5. Triple HS, Inc., dba H.T. Harvey & Associates, Los Gatos – new expiration date: 04/22/18

6. WRA, Inc., San Rafael – new expiration date: 04/22/18 (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000; current remaining = $0)

Civil Engineering – Boat Launch & Marinas:

1. CLE Engineering, Inc., Novato – new expiration date: 03/25/18
2. COWI, Inc., Oakland – new expiration date: 03/25/18
3. Moffatt & Nichol, Walnut Creek – new expiration date: 03/25/18 (add $100,000 to the "shall not exceed" amount for a new total contract amount of $350,000; current remaining = $1,468)
4. Noble Consultants, Inc., Novato – new expiration date: 03/25/18

Cultural Resources:

1. Alta Archaeological Consulting, LLC, Santa Rosa – new expiration date: 03/25/18
2. Environmental Science Associates (ESA), Petaluma – new expiration date: 03/25/18
3. Garcia and Associates, San Anselmo – new expiration date: 03/25/18
4. Tom Origer & Associates, Rohnert Park – new expiration date: 03/25/18

Environmental and Regulatory Processing:

1. Analytical Environmental Services, Sacramento – new expiration date: 03/25/18 (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000; current remaining = $36,613)
2. Environmental Science Associates (ESA), Petaluma – new expiration date: 03/25/18
3. LSA Associates, Inc., Point Richmond – new expiration date: 04/22/18 (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000; current remaining = $8,096)
4. Prunuske Chatham, Inc., Sebastopol – new expiration date: 04/22/18 (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000; current remaining = $0)
5. Questa Engineering Corporation, Point Richmond – new expiration date: 03/25/18 (add $100,000 to the "shall not exceed" amount for a new total contract amount of $200,000; current remaining = $12,018)

Environmental Site Assessment:

1. Analytical Environmental Services, Sacramento – new expiration date: 04/16/18
2. EBA Engineering, Santa Rosa – new expiration date: 04/11/18
3. Environmental Geology Services, Inc., Petaluma – new expiration date: 04/15/18
4. Harris & Lee Environmental Sciences, Santa Rosa – new expiration date: 04/15/18
5. West Yost Associates, Inc., Santa Rosa – new expiration date: 04/15/18

Geotechnical Engineering:

1. Brunsing Associates, Inc., Santa Rosa – new expiration date: 04/22/18
2. Kleinfelder, Inc., Santa Rosa – new expiration date: 04/22/18
3. LACO Associates, Inc., Eureka – new expiration date: 04/22/18
4. Miller Pacific Engineering Group, Petaluma – new expiration date: 04/22/18
5. PJC & Associates, Inc., Rohnert Park – new expiration date: 04/22/18

Land Surveying:

1. BKF Engineers, Santa Rosa – new expiration date: 04/22/18
2. Carlile Macy, Inc., Santa Rosa – new expiration date: 04/22/18
3. Cinquini & Passarino, Inc., Santa Rosa – new expiration date: 04/22/18
4. Susan D. Ruschmeyer, dba Pacific Land Surveys, Gualala – new expiration date: 04/22/18
5. Ray Carlson & Associates, Inc., Santa Rosa – new expiration date: 04/22/18

Traffic Engineering:

1. TJKM, Pleasanton – new expiration date: 04/22/18
2. Whitlock & Weinberger Transportation, Inc., Santa Rosa– new expiration date: 04/22/18

Prior Board Actions:

June 24, 2016, Board approved an amendment to Regional Parks As-Needed Agreement – Terms Extensions for Civil & Bio Engineering Services only (eight (8) agreements).

May 24, 2016 Board Approved Regional Parks 5-Year Capital Project Plan for 2016-2021.

March 25, 2014, Board approved fifty (50) As-Needed Professional Agreements with Regional Parks – Including the forty-two (42) original agreements.

Strategic Plan Alignment Goal 2: Economic and Environmental Stewardship

The As-Needed contracts with multiple firms are a tool that support Regional Parks allowing planners to more efficiently and cost effectively meet park improvement project goals.

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

No funds are specifically committed to these as-needed contracts. When work is required under one of these contracts it will be paid for from funds already committed to the particular project for which the contract is being utilized.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Related Items "On File" with the Clerk of the Board:

Forty-two (42) - Extension amendments to existing As-Needed Professional Agreements, including seven (7) with new "shall not exceed" contact amounts (4 copies each, by professional service discipline).

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 20
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors		
Board Agenda Date:	June 6, 2017	**Vote Requirement:**	Majority
Department or Agency Name(s):	Sheriff's Office		
Staff Name and Phone Number:	Sharon Post, 565-1119	**Supervisorial District(s):**	All
Title:	Agreement with U.S. Army Corps Of Engineers to Provide Law Enforcement Services at Lake Sonoma		

Recommended Actions:

Authorize the Sheriff to execute an agreement with the U.S. Army Corps of Engineers in the amount of $183,242 to provide law enforcement services and ensure greater public safety during the summer season at Lake Sonoma for the term May 19, 2017 through September 24, 2017. Authorize the Sheriff to make revisions to the documents that do not substantially change the content, with approval of County Counsel.

Executive Summary:

The Sheriff's Office is seeking approval to execute an agreement with the U.S. Army Corps of Engineers, allowing the Marine Unit to be reimbursed up to $183,242 for providing law enforcement services on Lake Sonoma during the busiest boating time of the year.

Discussion:

Since 1985 when Lake Sonoma opened, the Sheriff's Office Marine Unit has provided a baseline level of service for the Warm Springs Dam area. This area is the busiest waterway with the most calls for service, the most accidents, and the most law enforcement contacts of all the County waterways.

Also since 1985, the U.S. Army Corps of Engineers has contracted with the Sonoma County Sheriff's Office and provided reimbursement for a portion of the law enforcement services provided on Lake Sonoma during the busy summer months. In addition to the reimbursement provided in the contract, Army Corps also provides the Marine Unit with an office at Lake Sonoma to use as a substation, a storage container, and docking spaces on the lake for the Unit's vessels and personal water crafts.

The Sheriff's Office has received the contract from Army Corps for the period from May 19, 2017 through September 24, 2017. The amount available for reimbursement to the County for the provision of law enforcement services is $183,242. The contract allows the County to request reimbursement for

0.5 FTE Deputy Sheriff II salary and benefit costs, some overtime, holiday time, and Sergeant support. Additional reimbursable expenses include the cost of two patrol vehicles, mileage, County-wide overhead, and Sheriff's Office overhead. Reimbursement revenue and corresponding expenditures are included in the Sheriff's Office adopted FY 16-17 and recommended FY 17-18 budgets.

The Sheriff's Office is legally responsible for providing law enforcement services to the County's waterways regardless of federal reimbursement. If the contract is not approved, the County will forego funding reimbursement up to $183,242 for the provisions of law enforcement services at Warm Springs Dam Lake Sonoma.

Prior Board Actions:

Law enforcement agreements with the U.S. Army Corps of Engineers have been approved annually since 1985, most recently on June 14, 2016.

Strategic Plan Alignment

Entering into a law enforcement services contract with the U.S. Army Corps of Engineers will allow the Sheriff's Office to ensure that boating activities at Lake Sonoma are safe during the busy summer season.

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses	55,000	128,242	
Additional Appropriation Requested			
Total Expenditures	**55,000**	**128,242**	
Funding Sources			
General Fund/WA GF			
State/Federal	55,000	128,242	
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	**55,000**	**128,242**	

Narrative Explanation of Fiscal Impacts:

The contract will reimburse actual expenditures up to $183,242. An estimated $55,000 will be expended in FY 16-17. The remaining $128,242 in revenue and expenditures is included in the Sheriff's Office FY 17-18 recommended budget.

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
N/A			
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Related Items "On File" with the Clerk of the Board:			
U.S. Army Corps of Engineers Contract #W912P7-17-C-0005			

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 21
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	June 6, 2017
Vote Requirement:	Majority
Department or Agency Name(s):	Transportation and Public Works
Staff Name and Phone Number:	Susan R. Klassen, (707) 565-2231
Supervisorial District(s):	Fourth and Fifth
Title:	Agreement for Water Systems Maintenance and Operations for County Service Area No. 41, Fitch Mountain, Freestone, Jenner, and Salmon Creek water systems.

Recommended Actions:

Authorize the Chair to execute an Agreement for Water Systems Maintenance and Operations for County Service Area No. 41 with Russian River Utility Company for a total annual contract not to exceed amount of $455,000 per year for monthly base service and additional services required, and an initial contract term expiring June 30, 2022, with two one-year extension options.

Executive Summary:

The Department of Transportation and Public Works (Department) administers four small County Service Area No. 41 water systems, Fitch Mountain, Freestone, Jenner, and Salmon Creek, providing safe potable water for residential and commercial users within the district. With oversight from the Department, routine operations and maintenance of the systems are performed by a contracted local operator. The current operations contract term expires in June of 2017 so a Request for Proposals was advertised and County staff reviewed the single proposal submitted in response. Russian River Utility Company was determined to meet all of the qualifications for providing operation and maintenance services needed to comply with State drinking water standards. County staff is recommending that Russian River Utility Company be awarded the Agreement for Water System Maintenance and Operations Services for County Service Area 41 for an initial term of five years expiring June 30, 2022, with a total annual contract not-to-exceed amount of $455,000 per year.

Discussion:

A Request for Proposals for Water System Operation and Maintenance Services for County Service Area No. 41 was posted on the Purchasing portal and advertised for bids from March 24 to April 17, 2017. Proposals were due by 2:00 p.m. on April 17, 2017. One Proposal was received from Russian River Utility Company. The Proposal was opened on April 18, 2017 and was reviewed by staff from the Department of Transportation and Public Works and the County's Auditors office on April 20, 2017. Russian River Utility Company's Proposal was determined to meet all of the qualifications for providing operation and

maintenance services needed to comply with State drinking water standards. Russian River Utility has been providing routine and emergency maintenance and operations services for the Fitch, Jenner, and Salmon Creek water systems since February 1989 and for Freestone since July 1997. Russian River Utility Company provides quality and timely service and is located within Sonoma County, offers living wages to all of its employees that perform the services detailed in the Agreement, and is registered with the California State Division of Industrial Relations.

The Agreement will include routine services, including but not limited to:

- Servicing system filtration and disinfection facilities and maintenance of wells, pumps, tanks and supply facilities; providing disinfection chemicals and other fluids.
- Testing, monitoring and reporting of water sources.
- Monthly meter reading of approximately 600 water meters.
- Customer service including preparation of monthly bills, managing customer complaints and required repairs, delivering late notices, and other tasks.
- Preparing monthly reports on water usage history, average water use, water loss, etc.

The Agreement also authorizes the Director of Transportation and Public Works, or designee, to request non-routine services, including installing new water services, constructing improvements and replacements, managing contracts for engineering services, removing and disposing of accumulated sludge and chemical waste, and preparing applications for grants and/or low-interest loans on a time and material basis. Finally, the Agreement authorizes emergency repairs on a time and materials basis for any repair work and emergency calls performed outside of normal working hours with notification and an estimated cost to the County within 48 hours. The Agreement has a not-to-exceed amount of $455,000 per year to cover all monthly fees, and routine, non-routine, and emergency costs that will be financed by water service rates paid by the Fitch, Jenner, Freestone and Salmon Creek water systems.

The chart below shows the increase to the contracted amount for each of the four water systems.

Water System	Current Monthly Fees	Proposed Monthly Fees	Monthly Increase	Percent Increase
Fitch Mountain	$10,852	$11,338	$487	4.49%
Freestone	$2,154	$4,141	$1,986	92.19%
Jenner	$5,474	$6,026	$552	10.08%
Salmon Creek	$3,690	$4,210	$520	14.09%
Total	$22,170	$25,715	$3,545	15.99%

The significant increase for Freestone represents ongoing daily trips to the Freestone water treatment plant to review the performance of the treatment plant and perform daily maintenance on the filtration system needed to keep the plant operational. In order to reduce the overall monthly cost to the Freestone Water System, the Proposal from Russian River Utility Company includes the installation of a Supervisory Control and Data Acquisition System that will provide:

- An advanced alarm system to notify personnel of events such as low system pressure and pump failures, plus the ability to view all triggered alarms;
- A secure method for operators to put pumps online or offline;
- A secure website for operations to view all operations and up-to-the-minute equipment status including diagrams showing the current state of the system; and

- Downloadable reports for gallons pumped, energy used, efficiency, and total runtime hours.

The Supervisory Control and Data Acquisition System, estimated at approximately $42,000 for purchase and installation, will allow Russian River Utility operators to monitor the Freestone water treatment plant from their offices instead of traveling to the treatment plant every day, in the same way that it currently monitors the other three treatment facilities. It will take four to six weeks for the Supervisory Control and Data Acquisition System to be delivered which will be installed by a licensed electrician and water operator. In addition, Russian River Utility Company has proposed to amortize the cost of the Supervisory Control and Data Acquisition System over 60 months at a cost of $699.69 per month to the Freestone Water System, thus allowing Freestone to utilize the Supervisory Control and Data Acquisition System quickly without searching and securing an alternative funding source. Once the Supervisory Control and Data Acquisition System is installed and operational, and Russian River Utility can monitor the Freestone treatment plant from its offices, the monthly fees for Freestone will decrease to $2,432 which includes the $699.69 for the purchase of the system. This decrease represents the reduction from daily trips to only those trips necessary to respond to alarms and other immediate needs, including emergencies. All increases with the new operating agreement can be absorbed by recently approved water rates.

The routine and non-routine operations and maintenance services detailed in the Agreement are necessary and must be provided in order to meet the requirements of Health and Safety Code Sections 4010-4039.5; California Code of Regulations, Title 22, Sections 64401 through 64666; and the Water Supply Permits granted to the County of Sonoma by the California Department of Public Health.

Prior Board Actions:

2/26/13: Board approved the Second Amendment to the Agreement for Water System Maintenance and Operations with Russian River Utility adding customer service tasks to the scope of work and increasing the monthly service fee for each district. 11/1/11: Board approved the First Amendment to the Agreement for Water System Operation and Maintenance with Russian River Utility increasing the monthly service fee for each district. 07/15/08: Board approved the Agreement with Russian River Utility, terminating all prior agreements with Russian River Utility.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

County staff continues to work to provide drinking water that meets the State of California safe drinking water standards at the lowest possible cost to the customers of the County Service Area No. 41 Water Systems.

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses		327,583	337,410
Additional Appropriation Requested			
Total Expenditures		**327,583**	**337,410**
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		327,583	337,410
Use of Fund Balance			
Contingencies			
Total Sources		**327,583**	**337,410**

Narrative Explanation of Fiscal Impacts:

Effective July 1, 2017 the proposed agreement includes an annual not-to-exceed amount of $455,000 that will be financed by water service rates and includes all customer service, routine operations and maintenance, non-routine operations and maintenance, and emergency services. Values in table above reflect current estimated annual costs based on fixed routine expenses and an allowance for additional non-routine and emergency services and included in the FY 17/18 recommended budget. A fiscal year 2017-18 first quarter adjustment will be requested to adjust operational costs to align with adjustments to contract costs.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Agreement for Professional Services – Water Systems Operation and Maintenance for County Service Area 41.

Related Items "On File" with the Clerk of the Board:

AGREEMENT FOR PROFESSIONAL SERVICES
WATER SYSTEM OPERATION AND MAINTENANCE
FOR COUNTY SERVICE AREA 41

This agreement ("Agreement"), dated as of July 1, 2017 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "COUNTY "), and Russian River Utility, a California corporation, (hereinafter " OPERATOR").RECITALS

WHEREAS, OPERATOR represents that it is a duly qualified firm, experienced in operating and maintaining public water systems and related services; and

WHEREAS, in the judgment of the Board of Supervisors of COUNTY, it is necessary and desirable to employ the services of OPERATOR for routine operation and maintenance, including monitoring, testing, notification, meter reading, and customer service, associated with Fitch Mountain, Freestone, Jenner, and Salmon Creek public water systems in County Service Area No. 41; and

WHEREAS, in the judgment of the Board of Supervisors of COUNTY, it is deemed necessary and desirable to employ the services of OPERATOR for non-routine work such as improvements and replacements to above mentioned systems as deemed necessary by the Director of Transportation and Public Works.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services

1.1 OPERATOR’s Specified Services.1.1 Specified Services

(a) Routine Services to be Provided by OPERATOR. OPERATOR shall provide all labor, tools, supplies and equipment to perform the following services detailed in Tasks 1 – 8 listed below. Routine services shall be paid according to the terms in Section 2.1 below.

Task 1. Routine servicing of system filtration and disinfection facilities by an appropriately licensed Water Treatment Plant Operator. All disinfection chemicals to be paid for by OPERATOR. Any additional fluids and/or chemicals required specific to each of the four water treatment systems (“Systems”), such as calibration fluid for turbidimeters.

Task 2. Routine maintenance of all wells, pumps, tanks, and supply facilities. Proposer shall provide miscellaneous materials when material cost is less than $100.00.

Task 3. Testing, monitoring and reporting of the water sources and applicable notification of customers as dictated by the State Water Resources Control Board, Division of Drinking Water (DIVISION) in accordance with Health and Safety Code Sections 4010 through 4039.5; California Code of Regulations Title 22, Chapters 15, 16 and 17; and the Water Supply Permit.

Task 4. Reading of all meters on a monthly basis during the second and third business week of the month. Provide annual technical support/maintenance fee specific to the hand-held meter reading devices for the Fitch Mountain Water System.

Task 5. Maintenance of records for all work performed. Copy COUNTY on all correspondence with customers, suppliers (if payable by CSA No. 41), regulatory agencies, etc. Said records shall be open to COUNTY at reasonable times for audit for a period of five (5) years after the termination of this Agreement.

Task 6. Maintain a staffed office from 9:00 to 5:00 p.m., Monday through Friday, except for observed national holidays, to receive routine phone calls and process routine mail. Maintain a 7-day/week, 24-hour/day, emergency telephone number and pager system.

Task 7. Maintenance of dedicated phone lines, fax machines, internet connections, and radio links to receive treatment plant operation, pump and storage status information, and transmit control signals, including alarms, and emergency pager information, and communications charges for the same.

Task 8. Investigation of complaints involving water service or illegal service connections.

Task 9. Provide membership in the Underground Service Alert (U.S.A.) program.

(b) Customer Relations Services to be Provided by OPERATOR. OPERATOR shall provide all labor, tools, supplies and equipment to perform the following services detailed in Tasks 9 – 14 listed below. Customer relations services shall be paid according to the terms in Section 2.1 below.

Task 10. Prepare and mail monthly customer billings, based on data provided by COUNTY according to Section g(1) below, for each System based on the meter charges, meter usage rates, and other identified rates, as adjusted annually, detailed in the governing ordinance approved by the COUNTY.

Task 11. Provide replacement of all billing stationery stock and postage for monthly billing.

Task 12. Provide customer relations involving communicating with customers, accepting 24-hour calls, responding to comments, delivering late notices, and placing telephone calls as needed.

Task 13. Prepare and respond to all work orders relating to customer complaints and repairs.

Task 14. Communicate via email with the COUNTY collection department regarding water bill payments on customer accounts, as needed. Recommend issuance of lien notices, as needed.

Task 15. Provide monthly System Total Reports on water usage history, average water usage, percent of water loss, water production (amount pumped or purchased versus amount sold), status of each system, account fiscal status

(reports may include Adjustments, Billing Register, Exceptional Usage (greater than 10,000 gallons), Past Due Customers, Receipts This Month, Unread Meters (double checks that all customers are accounted for), Sales and Receipts), and other available information, via email to the COUNTY engineer or designee.

(c) Non-Routine Services to be Provided by OPERATOR. OPERATOR shall provide all labor, tools, supplies and equipment to perform the following services detailed in Tasks 16 – 20 listed below. All non-routine services described in Tasks 16 and 17 are not required to have prior COUNTY approval. All non-routine services described in Tasks 18 – 20 below shall be required to have prior COUNTY approval before the task(s) are conducted by OPERATOR. Non-routine services shall be paid according to the terms in Section 2.2 below.

Proposer shall provide all labor, tools, supplies and equipment to perform the following services that do not require prior County approval:

Task 16. Chemicals used in corrosion control and filtration treatment processes.

Task 17. Installation of new water services with prior written approval of the COUNTY, Director of Transportation and Public Works or designee.

Proposer shall provide all labor, tools, supplies and equipment to perform the following services when directed in writing by the Director of Transportation and Public Works or designee:

Task 18. Contract management for services provided by engineering and administrative consultants.

Task 19. Remove and dispose of all sludge and chemical waste accumulated at each treatment plant.

Task 20. Prepare applications for grants and/or low-interest loans, including submission of operations plans and planning documents.

(d) Emergency Non-Routine Services to be Provided by OPERATOR. OPERATOR shall provide all labor, tools, supplies and equipment to respond to treatment plant emergencies, alarms and shutdowns, and reinstate normal operations in a timely manner, all on a 24-hour/day basis, and to perform the following services detailed in Tasks 21 – 22 listed below. Emergency non-routine services shall be paid according to the terms in Section 2.2 below.

Task 21. Emergency notification of customers and COUNTY of any violations of drinking water standards. Notification shall be by posting, mailing or other form of communication required by the DIVISION and applicable regulations.

Task 22. Emergency repairs as needed on a time-and-materials basis. Emergency repairs are defined as replacement of pumps, controls, telemetry and pipelines when the material cost exceeds $100.00 or any such repair work and emergency calls performed outside of normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday). OPERATOR shall notify

COUNTY of all emergency repairs within forty-eight (48) hours with an estimate of the total costs of any such emergency repairs.

(e) Additional Services. OPERATOR may provide additional related services as directed in writing by the Director of Transportation and Public Works, or designee, including, but not limited to, that described in Tasks 23 – 24 below.

Task 23. Installation of a Supervisory Control and Data Acquisition (SCADA) system for the Freestone water treatment facility with the necessary communications infrastructure. Payment for services associated with this task shall be paid according to the terms in Section 2.4 below.

Task 24. Provide labor, tools, materials and equipment, based on a not-to-exceed budget approved by the Director of Transportation and Public Works or designee, to construct improvements and replacements, and perform other work when directed in writing by the Director of Transportation and Public Works or designee. All additional services under Task 24 shall be paid according to the terms in Section 2.5 below.

(f) Materials and Services to be provided by COUNTY. COUNTY shall provide the following:

1. Current lists of connections and the names and addresses of customers and property owners in alphabetical or Assessor's Parcel Number order.
2. Copy of the Water Supply Permit.
3. Copies of correspondence related to operation and maintenance, and capital construction of the water system.
4. Copies of all ordinances or resolutions affecting system operations.
5. All payments for all of the following items: routine and special lab tests, corrosion control chemicals, disposable filters, water hauling, PG&E, and City of Healdsburg electricity and water bills.
6. Hand-held meter reading devices for the Fitch Mountain Water System.
7. Immediate notification of any directives received by COUNTY from DIVISION for violations of Surface Drinking Water Act regulations, which are beyond the control of OPERATOR.
8. The cost of any fees and/or re-inspections levied by DIVISION for violations of Surface Drinking Water Act regulations, which are beyond the control of OPERATOR.
9. The cost of notification for violations of Surface Water Treatment Act when such violations are beyond the control of OPERATOR.
10. COUNTY staff shall process all Water Systems billing payments and provide a copy of the deposit log to OPERATOR on a daily or regular basis.

1.2 Cooperation With COUNTY. OPERATOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.

1.3 Performance Standard. OPERATOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in OPERATOR's profession. COUNTY has relied upon the professional ability and training of OPERATOR as a material inducement to enter into this Agreement. OPERATOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of OPERATORS's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of OPERATOR 's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require OPERATOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require OPERATOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. OPERATOR shall assign only competent personnel to perform work hereunder. In the event that at any time COUNTY, in its sole discretion, desires the removal of any person or persons assigned by OPERATOR to perform work hereunder, OPERATOR shall remove such person or persons immediately upon receiving written notice from COUNTY.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by COUNTY to be key personnel whose services were a material inducement to COUNTY to enter into this Agreement, and without whose services COUNTY would not have entered into this Agreement. OPERATOR shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of COUNTY. With respect to performance under this Agreement, OPERATOR shall employ the following key personnel:

   James Dunton, Grade II Water Treatment Plant Operator
   Greg Passalacqua, Grade II Water Treatment Plant Operator
   Robert Sherod, Grade II Water Treatment Plant Operator
   James Dunton, Grade II Water Distribution Operator
   Greg Passalacqua, Grade II Water Distribution Operator
   Robert Sherod, Grade II Water Distribution Operator

c. In the event that any of OPERATOR's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of OPERATOR's control, OPERATOR shall be responsible for timely provision of adequately qualified replacements.

2. Payment.2.1 OPERATOR shall be paid at the rate shown below per month for services described in Section 1.1(a), Tasks 1-14, upon monthly submission of progress reports, verified claims and invoices. Payment for satisfactory performance includes salary, fringe benefits, overhead, profit and all other expenses except as otherwise provided in this Agreement. Payment shall be made within 30 days of receipt of invoice and progress reports. Such lump sum amount shall be allocated to the four water systems as follows:

Monthly Service Fee for Routine Service Tasks 1-8 and Customer Relations Service Tasks 9-14.

Water System	Monthly Fee
Fitch Mountain	$11,338.36
Salmon Creek	$ 4,210.25
Freestone	$ 4,140.50
Jenner	$ 6,025.75
TOTAL	$25,714.86

Upon completion of Task 23 above, the Monthly Service Fee for Freestone shall be reduced to the following:

Water System	Monthly Fee
Freestone	$ 2,432.55

MONTHLY TOTAL WITH FREESTONE REVISION $24,006.91

The monthly fee shall be adjusted effectively January 1 of each calendar year based upon the U.S. Bureau of Labor Statistics consumer price index for all urban consumers (CPI-U) as approved by the California Public Utilities Commission.

2.2 COUNTY shall reimburse OPERATOR at actual cost for materials, chemicals and outside contractual services plus fifteen percent (15%) for profit and overhead for services rendered in accordance with Section 1.1(c), Tasks 16 – 22 upon submission of progress reports, verified claims and invoices. The labor charges shall be at the rates listed in Exhibit A – Labor Rates. Such non-emergency work shall have prior COUNTY approval.

2.3 In no event shall the total amount for Tasks 1 – 22 of this Agreement exceed $455,000/year. The reimbursement for work included in Tasks 23 and 24 shall be excluded from the total limit stated in Section 2.3.

2.4 Payment for services for Task 23 described above shall be a monthly charge of $699.69 for sixty (60) consecutive months for the purchase of the SCADA system with payments to begin upon completion of installation. If the COUNTY does not extend the term of the Agreement according to Section 3 below, and if any remaining monthly payments are due to the OPERATOR, then the final amount due to the OPERATOR shall be paid by the termination of the Agreement but no later than June 30, 2022. The monthly purchase charges shall not be subject to consumer price index adjustments described in Section 2.1 above.

2.5 The reimbursement for work included in Task 24 shall be approved by the Director of Transportation and Public Works or designee on an as-needed basis. COUNTY shall reimburse OPERATOR at actual cost for Tasks 24 services plus fifteen percent (15%) for profit and overhead for services rendered in accordance with Section 1.1(c), upon submission of progress reports, verified claims and invoices. The labor charges shall be at the rates listed in Exhibit A – Labor Rates. Such non-emergency work shall have prior COUNTY approval.

2.6 All payments will be made in accordance with Board of Supervisors Resolution No. 62627, dated December 19, 1978.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of COUNTY business after presentation of an invoice in a form approved by the COUNTY for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the COUNTY.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the COUNTY shall withhold seven percent of the income paid to OPERATOR for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if OPERATOR does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If OPERATOR does not qualify, COUNTY requires that a completed and signed Form 587 be provided by the OPERATOR in order for payments to be made. If OPERATOR is qualified, then the COUNTY requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the OPERATOR agrees to promptly notify the COUNTY of any changes in the facts. Forms should be sent to the COUNTY pursuant to Article 12. To reduce the amount withheld, OPERATOR has the option to provide COUNTY with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date, and shall be for five (5) years, terminating on June 30, 2022, unless terminated earlier in accordance with the provisions of Article 4 below. The term may be extended for up to two (2) one (1) year periods on all the same terms and conditions, as mutually agreed to by the OPERATOR and COUNTY, and approved in writing by the Director of Transportation and Public Works, or designee. Upon termination of this Agreement, all duties and responsibilities of OPERATOR will immediately return to the COUNTY or its designee."
4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, COUNTY shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to OPERATOR.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should OPERATOR fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, COUNTY may immediately terminate this Agreement by giving OPERATOR written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, OPERATOR, within 14 days following the date of termination, shall deliver to COUNTY all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by OPERATOR or OPERATOR's subcontractors, contractors, and other agents in connection with this Agreement and shall submit to COUNTY an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by COUNTY, OPERATOR shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by OPERATOR bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, OPERATOR shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if COUNTY terminates the Agreement for cause pursuant to Section 4.2, COUNTY shall deduct from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by OPERATOR.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the COUNTY. In addition, the Purchasing Agent or Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the COUNTY.

5. Indemnification. OPERATOR agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including OPERATOR, that arise out of, pertain to, or relate to OPERATOR's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. OPERATOR agrees to provide a complete defense for any claim or action brought against COUNTY based upon a claim relating to such OPERATOR's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. OPERATOR's obligations under this Section apply whether or not there is concurrent or contributory negligence on COUNTY's part, but to the extent required by law, excluding liability due to COUNTY's conduct. COUNTY shall have the right to select its legal counsel at OPERATOR's expense, subject to OPERATOR's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for OPERATOR or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, OPERATOR shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B – Insurance Requirements, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute OPERATOR's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for OPERATOR's performance of this Agreement shall be extended by a number of days equal to the number of days OPERATOR has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of OPERATOR to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter OPERATOR shall be entitled to no compensation whatsoever for the performance of such work. OPERATOR further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

9. Representations of OPERATOR.

   9.1 Standard of Care. COUNTY has relied upon the professional ability and training of OPERATOR as a material inducement to enter into this Agreement. OPERATOR hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of OPERATOR 's work by COUNTY shall not operate as a waiver or release.

   9.2 Status of OPERATOR. The parties intend that OPERATOR, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. OPERATOR is not to be considered an agent or employee of COUNTY and is not entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits COUNTY provides its employees. In the event COUNTY exercises its right to terminate this Agreement pursuant to Article 4, above, OPERATOR expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

   9.3 No Suspension or Debarment. OPERATOR warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. OPERATOR also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the OPERATOR becomes debarred, OPERATOR has the obligation to inform the COUNTY.

   9.4 Taxes. OPERATOR agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. OPERATOR agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the United States or to the State of California as a consequence of OPERATOR 's failure to pay, when due, all such taxes and obligations. In case COUNTY

is audited for compliance regarding any withholding or other applicable taxes, OPERATOR agrees to furnish COUNTY with proof of payment of taxes on these earnings.

9.5 Records Maintenance. OPERATOR shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to COUNTY for inspection at any reasonable time. OPERATOR shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. OPERATOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. OPERATOR further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by COUNTY, OPERATOR shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with COUNTY disclosing OPERATOR 's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. OPERATOR agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, OPERATOR expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, OPERATOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. OPERATOR agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. OPERATOR assigns to COUNTY all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by OPERATOR in

connection with this Agreement. OPERATOR agrees to take such actions as are necessary to protect the rights assigned to COUNTY in this Agreement, and to refrain from taking any action which would impair those rights. OPERATOR's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as COUNTY may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of COUNTY. OPERATOR shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of COUNTY.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by OPERATOR or OPERATOR's subcontractors, contractors, and other agents in connection with this Agreement shall be the property of COUNTY. COUNTY shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, OPERATOR shall promptly deliver to COUNTY all such documents, which have not already been provided to COUNTY in such form or format, as COUNTY deems appropriate. Such documents shall be and will remain the property of COUNTY without restriction or limitation. OPERATOR may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of COUNTY.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of OPERATOR.

10. Prevailing Wages

10.1 General. OPERATOR shall pay to persons performing operating and maintaining public water systems hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. OPERATOR shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the Department of Transportation and Public Works and will be made available to any person upon request.

10.2 Subcontracts. OPERATOR shall insert in every subcontract or other arrangement which OPERATOR may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1),

OPERATOR shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

10.3 Compliance Monitoring and Registration: This work specified above is subject to compliance monitoring and enforcement by the Department of Industrial Relations. OPERATOR shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). OPERATOR and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

10.4 Compliance With Law. In addition to the above, OPERATOR stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

11. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits COUNTY's right to terminate this Agreement pursuant to Article 4.

12. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

COUNTY: Department of Transportation and Public Works
Trish Pisenti, Operations Manager
2300 County Center Dr., Suite. B100
Santa Rosa, CA 95403
Phone: (707) 565-7958; Fax: (707) 565-2620
Trish.Pisenti@sonoma-County.org

OPERATOR: Russian River Utility
James Dunton, President

P.O. Box 730
Forestville, Ca 95436
Phone: (707) 887-7735; Fax: (707) 887-9445
rruwater@sonic.net

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by COUNTY of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. OPERATOR and COUNTY acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. OPERATOR and COUNTY acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

14.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

14.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

14.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

OPERATOR:
RUSSIAN RIVER UTILITY

By: _____

Name: _____

Title: _President_____

Date: _____

COUNTY:
COUNTY OF SONOMA,

CERTIFICATES OF INSURANCE
ON FILE WITH AND APPROVED
AS TO SUBSTANCE BY DEPARTMENT

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

_____
Clerk of the Board

Russian River Utility
P.O. Box 730
Forestville • CA 95436-0730
Phone (707) 887-7735
Fax (707) 887-9445

EXHIBIT A

The following represent our Schedule of Rates for 2017-2019:

Engineering Consultant	$120/hour
Supervising Operator Consultant	$90/hour
Administrative/Fiscal	$60/hour

Field Crew (includes vehicles & tools):

Operator I, II, III	$85/hour – regular $100/hour – overtime
General Laborer	$60/hour – regular $75/hour – overtime
General Secretary	$60/hour
Meter Reader	$60/hour
Temporary Office Help	$30/hour

Materials	Cost + 15% Profit and Overhead

Equipment – Construction Projects

Compressor & Jackhammer	$100/day
Service Truck with Tools	$100/day

Special Services

Hal Wood – Consultant Engineer C-11759	
Depositions	$200/hour
Court Appearances and Direct Preparation	$300/hour

The above rates are effective through June 30, 2019, and include vehicle, small tools, labor costs, benefits, insurance, profit and overhead.

Exhibit B – Insurance Requirements

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   - **a.** Required if Contractor has employees as defined by the Labor Code of the State of California.
   - **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **d.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
   - **e.** *Required Evidence of Insurance*:
     - **i.** Subrogation waiver endorsement; and
     - **ii.** Certificate of Insurance.

   If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If

the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

d. Insurance shall be continued for one (1) year after completion of the Work.

e. [insert exact name of additional insured]shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the Work under this Agreement.

f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.

i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

j. *Required Evidence of Insurance*:

i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

a. The Certificate of Insurance must include the following reference: Water System Operation and Maintenance for County Service Area 41.

b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1 – 3 above.

a. The name and address for Additional Insured endorsements and Certificates of Insurance

is:

County of Sonoma
Department of Transportation and Public Works
2200 County Center Drive, Suite B100
Santa Rosa, CA 95403

c. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

e. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

6. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Independent Professional Service Contracts: Administrative Policy #4-6
Criteria for Determining Independent Contractor Status (Checklist)

Name of Contractor: Russian River Utility

County Department: Transportation and Public Works Date: May 10, 2017

Dept. Contact Person: Trish Pisenti Phone: 565-7958

SECTION I *- Please Answer the Following Questions For Determining Consistency with IRS Contractual Relationships:*

		YES	NO
a.	Do I, as the employer, have the right to control not only the result of the work, but also the way in which it is done?	☐	☒
b.	Am I setting the independent contractor's hours?	☐	☒
c.	Is the independent contractor restricted from taking jobs from other businesses at the same time he/she is working for me?	☐	☒
d.	Do I or other departments, to the best of my knowledge, have employee(s) with similar duties as the independent contractor? (Consult with the Personnel Department.)	☐	☒
e.	Does the County supply assistants to the contractor?	☐	☒
f.	Does the County furnish training, tools, or equipment to the contractor?	☐	☒

SECTION II *- Please Answer the Following Question for Determining Compliance with County Administrative Policy #4-6:*

		YES	NO
a.	Have you executed more than one contract (or any renewal, reissuance, change order, or extension of a contract) with this vendor for the same scope of work in the same fiscal year?	☐	☒

Signature: Donna L Caldwell Date: 5/10/17

Department Head or Authorized Representative

COUNTY COUNSEL REVIEW *(for consistency with IRS criteria for independent contractual relationships):*

☐ All questions in Section I. have a "NO" response and personal service contract is less than $100,000; therefore, County Counsel signature not required.

☐ All questions in Section I. have a "NO" response and contract is less than $150,000 for ISD, GS, ACTTC, & CAO; therefore, County Counsel signature not required.

☒ Approved, even though a "yes" is marked Linda Schultz 5/11/17

County Counsel *Date*

County Counsel explanation of exception (use back of form if necessary):

No "Yeses" are marked.

☐ Not approved _____ _____

County Counsel *Date*

Instruction for Distribution:

This form must accompany all independent contractor agreements submitted to County Counsel for approval, the Board or Purchasing Agent for execution, and the Auditor-Controller/Treasurer-Tax Collector Department for payment. The Purchasing Agent shall not execute, nor Auditor-Controller/Treasurer-Tax Collector pay, any contract not approved. All contracts marked "not approved" will be returned to the department.

☐ IRS Form W-9 included for first time contract or Vendor No. _____ data incorrect.

☒ EFS Vendor No. 00000001356 has correct 1099 information.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 22
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 6, 2017

Vote Requirement: 4/5

Department or Agency Name(s): Department of Transportation and Public Works

Staff Name and Phone Number:
Susan Klassen (707) 565-2231

Supervisorial District(s):

Title: Airline Agreement and Lease – United Airlines

Recommended Actions:

Authorize the Chair to execute a Signatory Airline Operator Agreement and Lease Form with United Airlines for commercial passenger service at the Charles M. Schulz – Sonoma County Airport for a five year term with an option to extend the term for an additional year, and authorize the Airport Manager to approve additional documents required to fully execute this agreement. These documents include, but are not limited to, the Department of Transportation Disability Accommodation Statement and the Affiliate operator Agreement.

Executive Summary:

As the largest commercial airport serving the North Bay and Redwood Empire, the Sonoma County Airport has been approached by United Airlines, Inc. (United) to reestablish daily service to San Francisco International Airport (San Francisco). The proposed service would utilize a 50 seat Bombardier CRJ200 Regional Jet and include three daily roundtrip flights. The goal of the service is to provide Sonoma County resident's access to over 90 worldwide destinations served by United Airlines from San Francisco as well as provide United Airlines with passenger data for future route planning from the Sonoma County Airport. The proposed Agreement is for five-years with a one-year extension option.

Discussion:

United Airlines is the world's largest airline providing service to 235 domestic markets and 138 international destinations in 60 countries across Asia, the Americas, Europe, and Oceania. The proposed five year agreement utilizes the template drafted by County Counsel in conjunction with the Airport's outside legal counsel for both Alaska and American Airlines. Included in the Airline Operating Agreement template is an industry standard that allows either party with a ninety (90) day notice to cancel the Agreement before the end of the term without cause. The Board of Supervisors approved these agreements on February 21, 2017.

The terms of the agreement allocates up to three departures per day, includes $500,000,000 of aircraft liability insurance and names the County of Sonoma, its Officers, Agents, and Employees as additional

insured on the United Airlines policy. In addition, the Agreement includes certain Airport incentives such as waiving of Airport landing fees, terminal rent, aircraft parking fees, and joint use fees for twelve months from the June 8, 2017 commencement of service. These fee waivers mirror the incentives approved by the Board of Supervisors in February 2017 for American Airlines to initiate service to Phoenix, Arizona and per Federal Aviation Administration guidelines can extend up to 24 months in duration.

In addition to providing Sonoma County residents improved air service, United's operations will also increase Airport revenue through the collection of passenger facility charges as well as an increase in Airport related activities such as: vehicle parking, on premise car rental, and fuel flow fees. After completing twelve months of continuous service, United Airlines will be subject to all applicable Airport fees outlined in Airport fee schedule approved by the Board of Supervisors on May 9, 2017. A more detailed explanation of the anticipated financial impact of approving this agreement is discussed in the "Fiscal Impacts" section of this document.

Airport Master Plan and Air Transportation Element

The agreement for United Airlines is in compliance with the current Airport Master Plan and the Air Transportation Element of the Sonoma County General Plan approved by the Board on January 24, 2012. The aforementioned plans allow for additional flights to be added in response to passenger demand, as long as the total number of commercial passenger departures does not exceed 21 flights per day. In addition, the Bombardier CRJ200 Regional Jet proposed for this service meets the noise restriction requirements of the Air Transportation Elements required of the County's 2020 General Plan prepared by the Permit and Resources Management Department.

Legal Authority

The Airline Operator Agreement includes terms for the lease of certain space in the terminal and Airport Administration Building for office, ticket counters, gate counters and operational needs at the Airport for the airlines' operational needs. The Board of Supervisors has authority under California Government Code section 25536 to enter into a lease of County property for airport purposes for a term of less than 99 years without compliance with the procedural processes of Government Code sections 255520 et seq. Upon a 4/5 vote.

Therefore, it is requested that the Chair execute the agreements with United Airlines to continue and enhance commercial airline service at the Airport.

Prior Board Actions:

February 21, 2017: Agenda Item #50 Airline Agreement and Lease – Alaska Airlines and American Airlines - Authorized the Chair to execute agreements with Alaska Airlines and American Airlines for commercial airline passenger service at the Charles M. Schulz – Sonoma County Airport and authorized the Airport Manager to execute any other documents associated with these agreements.; January 24, 2012: Agenda Item #46 Adopt resolutions certifying the Final Environmental Impact Report, General Plan Amendments and approving the updated Airport Master Plan.

Strategic Plan Alignment Goal 3: Invest in the Future

This action supports the Airport's mission to successfully manage a key component of the County's transportation infrastructure and continue to be a significant contributor to a strong and diverse economy that supports job growth retention for Sonoma County. It advocates for a well maintained transportation network that promotes mobility, health, safety, connectivity, and convenience.

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other		600,000	752,000
Use of Fund Balance			
Contingencies			
Total Sources		**600,000**	**752,000**

Narrative Explanation of Fiscal Impacts:

Airport staff does not anticipate a material impact on operational expenses as a result of this agreement during the current fiscal year. However, during fiscal year 2017/18 the Airport anticipates an annual increase in revenue from additional parking fees, various concession fees, and passenger facility charges of approximately $600,000. This increase in revenue was anticipated and is included in the proposed 2017/18 budget. In addition, when the 12 month waiver period for Airport fees ends, the agreement will generate approximately $152,000 in additional fees each year from terminal use, landing, and aircraft parking fees beginning in fiscal year 2018/19. During fiscal year 2017/18 Airport management monitor the impact of this agreement on operations, customer service, and public safety and appropriate Airport staffing levels.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

There are no staffing impacts to the Airport associated with the agreement.

Attachments:

Related Items "On File" with the Clerk of the Board:
United Airlines Operating and Lease Agreement with Exhibits A-O.

SIGNATORY AIRLINE OPERATOR AGREEMENT AND LEASE FORM

AIRLINE: United Airlines

TABLE OF CONTENTS
TO BE CREATED

SIGNATORY AIRLINE OPERATOR AGREEMENT AND LEASE FORM

This Signatory Airline Operator Agreement and Lease Form ("Agreement") dated as of _____, 2017 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and United Airlines, Inc., a Delaware corporation doing business as United Airlines ("Airline"). The County and the Airline are sometimes collectively referred to in this Agreement as the "Parties" and singularly, a "Party."

RECITALS

This Agreement is made with the reference to the following recitals:

A. WHEREAS, The County, through its Board of Supervisors, is the owner and proprietor of the Charles M. Schulz-Sonoma County Airport ("Airport") located in Sonoma County, California, and operates the Airport for the promotion, accommodation, and development of air transportation and commerce;

B. WHEREAS, The County has adopted the Air Transportation Element of the Sonoma County General Plan ("Air Transportation Element") (Exhibit "A") to establish policies to guide future growth and development of aviation activity and airport facilities in a manner consistent with the goals and policies established in other elements of the Sonoma County General Plan;

C. WHEREAS, The County has adopted an Airport Ordinance and Minimum Standards for Aeronautical Service Providers ("Minimum Standards") that govern the operation of the Airport and set County policy for and govern the conduct of aeronautical activities at the Airport;

D. WHEREAS, The Airline is an airline engaged in the business of providing air transportation of persons, property, cargo, and mail and is certificated or otherwise authorized by the United States of America to engage in such business;

E. WHEREAS, The Airline is a scheduled airline and desires to conduct scheduled airline service at the Airport as such service is described in the Air Transportation Element and in this Agreement;

F. WHEREAS, The Airline intends to operate three (3) arrivals and three (3) departures per day at the Airport in connection with its scheduled airline service;

G. WHEREAS, The Airline intends to utilize the specific types of aircraft (individually and collectively "the Airline's Aircraft") listed in Exhibit "B", attached to this Agreement, or aircraft with substantially equivalent performance, air emissions, and noise characteristics, in providing scheduled airline service at the Airport;

H. WHEREAS, this Agreement is being entered into in furtherance of the policies and objectives stated in Article 4.5 (commencing with section 21690.5) of Chapter 4 of Part I of Division 9 of the California Public Utilities Code and with consideration of the factors set forth in section 21690.9 of the California Public Utilities Code;

I. WHEREAS, The Airline desires to lease certain premises and obtain certain rights, services and privileges in connection with the use of the Airport and its facilities, and the County is willing to grant and lease the same to the Airline upon the terms and conditions stated in this Agreement;

J. WHEREAS, The County, acting through its Board of Supervisors, has completed an environmental review process pursuant to the California Environmental Quality Act (CEQA) in support of amendments to the 2012 Airport Master Plan Update and to the Sonoma County General Plan Air Transportation Element that was certified on January 24, 2012 prior to making its decision on this Agreement and finds that the EIR was prepared in compliance with CEQA and is the appropriate environmental document for this Agreement; and

K. WHEREAS, the following individuals have the required authority to execute this Agreement on behalf of the Airline; **_____.**

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree to the following:

OPERATING AGREEMENT AND LEASE

1. DEFINITIONS. For purposes of this Agreement, the following words, terms and phrases whenever used in this Agreement shall have the following meanings:

1.1 Affiliate. “Affiliate” shall mean an Air Transportation Company that is (a) a parent or subsidiary of the Airline, or (b) shares an International Air Transport Association (IATA) code with the Airline at the Airport (code-sharing partner), or (c) otherwise operates under essentially the same trade name as the Airline at the Airport and uses essentially the same livery as the Airline; provided that no “major” airline (as defined by the FAA) shall be classified as an Affiliate of another “major” airline, unless either provision (a) or (c) above defines the relationship between such airlines at the Airport.

1.2 Air Carrier Access Act (“ACAA”). “Air Carrier Access Act (ACAA)” shall mean 49 United States Code, Section 41705, as may be amended or replaced from time to time.

1.3 Aircraft Operation. “Aircraft Operation” shall mean a takeoff or a landing by an air carrier aircraft that is being used on a scheduled commercial passenger airline flight.

1.4 Airline. “Airline” shall mean the Passenger Carrier signing this Agreement.

1.5 Airline-Airport Affairs Committee (AAAC). “Airline-Airport Affairs Committee” (AAAC) shall mean a committee composed of authorized representatives of each Signatory Airline, which shall meet periodically with the Airport Manager to receive information and provide input with regard to selected matters related to airline operations at the Airport.

1.6 Airline Rates and Charges. "Airline Rates and Charges" shall mean all rates, fees, rents, and charges payable to the County by the Airline as specified in this Agreement.

1.7 Airport. "Airport" shall mean the Charles M. Schulz – Sonoma County Airport, Santa Rosa, California.

1.8 Airport Logo. “Airport Logo” shall mean the logo including the character Snoopy depicted on “Exhibit “C”.

1.9 Airport Manager. "Airport Manager" shall mean the Airport Manager, of the Charles M. Schulz – Sonoma County Airport, or his or her designated representative.

1.10 Air Transportation Company. “Air Transportation Company” shall mean a company that provides carriage of persons, cargo or property by aircraft for compensation or hire, or the carriage of mail, by aircraft, in commerce as defined in the Federal Aviation Act of 1958, as amended.

1.11 Americans with Disabilities Act (ADA). “Americans with Disabilities Act (ADA)” shall mean 42 United States Code, Sections 12101 et seq., as may be amended from time to time.

1.12 Average Daily Scheduled Departures. “Average Scheduled Daily Departures” shall mean for any calendar month the total number of aircraft departures scheduled from the Airport based on published flight schedules from a reputable publication such as the Official Airline Guide divided by the number of calendar days in such month.

1.13 Board of Supervisors. "Board of Supervisors" shall mean the elected (or duly appointed) members of the Board of Supervisors of the County of Sonoma, as governing body of the County and proprietor of the Airport through its Airport Manager, or his or her designated representative, as appropriate.

1.14 Common Areas. "Common Area" shall be that area of the Terminal that may be used on a nonexclusive basis, in common with other airlines and tenants, such as restrooms, sidewalks, waiting areas, etc., as shown on Exhibit “E”.

1.15 County. "County" shall mean the County of Sonoma, a political subdivision of the State of

California.

1.16 DOT. "DOT" shall mean the United States Department of Transportation.

1.17 Enplaned Passenger. "Enplaned Passenger" shall mean any revenue passenger boarding at the Terminal, including any such passenger who previously disembarked from another aircraft of the same or a different air transportation company or from the same aircraft, then operating under a different flight number.

1.18 Environmental Impact Report or EIR. "Environmental Impact Report" or "EIR" shall mean the Draft and Final Environmental Impact Report prepared and certified on January 24, 2012 for the Airport Master Plan Implementation Project.

1.19 Exclusive Use Area. "Exclusive Use Area" shall mean the space and facilities that the County has granted the Airline the right to use on an exclusive use basis during the term of this Agreement. The Airline's Exclusive Use Area is shown on Exhibit "F" and is located in the building commonly known as the Airport Terminal located at 2200 Airport Boulevard in Santa Rosa, California.

1.20 FAA. "FAA" shall mean the Federal Aviation Administration created under the Federal Aviation Act of 1958, or such successor agency, as may from time to time have similar jurisdiction over the Airline or its business, and the Airport.

1.21 FAA Regulations. "FAA Regulations," commonly referred to as "FARs," shall mean the provisions of 14 Code of Federal Regulations (CFR) Parts 1 through 199, as such regulations currently exist or as they may be amended during the term of this Agreement.

1.22 FAR Part 36 Advisory Circular Takeoff Chart (AC 36-3H). "FAR Part 36 Advisory Circular Takeoff Chart (AC 36-3H)" refers to the most recently published FAA Advisory Circular ("AC") that provides listings of estimated airplane takeoff noise levels in units of A-weighted sound level in decibels ("Dba").

1.23 Ground Service Equipment. Ground Service Equipment ("GSE") shall mean any auxiliary power unit, mobile stairs, aircraft support equipment, machinery, or other equipment used by any qualified air carrier in support of its operations, or stored at Airport.

1.24 Ground Service Equipment (GSE) Storage Area. "Ground Service Equipment ("GSE") Storage Area" shall mean any area of the Airport Premises designated by the Airport Manager and used by the Airline to store or park GSE when not in use.

1.25 Hazardous Substances. "Hazardous Substances" are defined in Section 8.8 of this Agreement.

1.26 Joint Use Area. "Joint Use Area" shall mean the space and facilities that may be used on a nonexclusive basis, in common with other airlines and tenants, as shown on Exhibit "E".

1.27 Minimum Standards. "Minimum Standards" shall mean the Minimum Standards for Aeronautical Service Providers adopted by the County's Board of Supervisors to govern the conduct of aeronautical activities at the Airport, as set forth in Exhibit "K".

1.28 Non-Signatory Airline. "Non-Signatory Airline" shall mean any airline providing less than daily scheduled service to the Airport and not renting land or facilities at the Airport.

1.29 Non-Stormwater Discharge. "Non-Stormwater Discharge" shall mean any discharge to storm sewer systems that is not entirely composed of storm water. "Non-Stormwater Discharge" includes "Unauthorized Discharges" and "Authorized Non-Stormwater Discharges" as defined by the California Environmental Protection Agency State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Discharges of Stormwater Associated with Industrial Activities Excluding Construction Activities.

1.30 Passenger Carrier. "Passenger Carrier" shall mean an air carrier certificated by the United States

Secretary of Transportation as a Passenger Carrier pursuant to 49 U.S.C. § 41102.

1.31 Passenger Facility Charge or PFC. "PFC" shall mean federally approved Passenger Facility Charges or passenger facility fees, imposed on each passenger enplaned at an airport, as authorized by 49 U.S.C. § 40117 and regulated by 14 CFR Part 158, as such statute and regulation currently exist or as they may be amended during the term of this Agreement.

1.32 PFC Regulations. "PFC Regulations" shall mean the provisions of 14 CFR Part

158, as such regulations currently exist or as they may be amended during the term of this Agreement.

1.33 Premises. "Premises" shall mean the Exclusive Use Area as set forth in

Exhibit "F". The terms "Premises" and "Exclusive Use Area" shall have the same meaning for purposes of this Agreement.

1.34 Rentable Space. "Rentable Space" shall mean that space made available in the Terminal for rental to the Airport's tenants as specified in Exhibit "I" to this Agreement.

1.35 RON. "RON" shall be used to refer to the Airline's aircraft remaining parked overnight at the Airport in parking spaces designated by the Airport Manager for such use.

1.36 Signatory Airlines. "Signatory Airlines" shall mean those airlines providing air transportation of passengers or property by air to and from the Airport that rent land or facilities at the Airport and have executed agreements with the County that are substantially similar to this Agreement.

1.37 Stormwater. "Stormwater" shall mean storm water runoff, snowmelt runoff, and storm water surface runoff and drainage.

1.38 Stormwater Pollution Prevention Plan (SWPPP). Stormwater Pollution Prevention Plan (SWPPP) shall mean the Airport's current approved Stormwater Pollution Prevention Plan.

1.39 Terminal. "Terminal" shall mean the commercial passenger terminal, passenger

screening/hold building, and appurtenant areas at the Airport, as may be modified at any time during the term of this Agreement.

1.40 Terminal Area. "Terminal Area" shall mean the land identified in Exhibit "D" attached hereto, including the Security Identification Display Area (SIDA) and, except as otherwise provided in this Agreement, all facilities, equipment and improvements now or hereafter located thereon.

1.41 Transportation Security Administration (TSA). "TSA" shall mean the Transportation Security Administration of the United States Department of Homeland Security or any successor organization or agency.

2. TERMINATION OF PRIOR AGREEMENTS.

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3. PREMISES.

3.1 Exclusive Use Areas. By this Agreement, the County has leased and does hereby lease to the Airline, and the Airline does hereby take and hire from the County, the Exclusive Use Area as set forth in Exhibit "F". The Airline acknowledges that the Airline will personally observe the Premises prior to commencing its operations on the Premises and that the County has made no representation or warranty regarding the condition of the Premises and that the Premises is leased in an "as is" condition except for any environmental conditions identified in Section 8 of this Agreement.

3.2 Joint Use Area. By this Agreement, the County shall also make available to the Airline for the Airline's use in common with other air carriers and tenants the Joint Use Areas at the Airport as set forth in Exhibit "E".

3.3 Reallocation of Space. From time to time during the term of this Agreement, part or all of the Airline's Exclusive Use Area may be required (1) for implementation of improvements at the Airport; (2) for accommodation of the traveling public; or (3) to maximize the use of the Terminal and related facilities by Passenger Carriers (including the Airline) and other tenants, lessees, permittees, and users of the Terminal. If a reallocation of space is necessary, the County shall provide at least ninety (90) days advance written notice regarding the reallocation and of the schedule for implementation of such reallocation unless necessitated by an emergency. In any such reallocation, the actual, reasonable requirements of the Airline shall be given consideration, and the County shall use reasonable efforts to satisfy those requirements. The Airport Manager and the Airline may agree to reasonable extensions of time necessary to accommodate such a reallocation.

3.3.1 The Airline hereby agrees to comply with any reallocation requirements. All moving costs resulting from relocation of the Airline in a County initiated reallocation of space shall be funded by the County, subject to rate recovery under Section 6 of this Agreement. The Airline shall be entitled to reimbursement for moves necessitated by Airport initiated reallocation of space within the Joint Use Area.

3.3.2 With respect to any Airline trade fixture and other movable property, if removal from the existing premises and reinstallation at the Airline's new premises is possible and not unreasonable, the Airline shall not be entitled to a new fixture or to new property; the Airline shall, however, remove all trade fixtures and other movable property of the Airline from the existing premises whether or not reinstallation is possible.

3.3.3 Except pursuant to Section 5.3 of this Agreement, if the Airline's Exclusive Use Area is reduced or enlarged by a County reallocation, the Airline's rent may be decreased or increased on a per square foot basis provided that rent shall not increase without the prior written consent of the Airline.

4. TERM

4.1 Agreement Term. The initial term of this Agreement will be for a period of five (5) years from the Commencement Date of this Agreement. The Parties shall execute an acknowledgement of the Commencement Date and attach it to this Agreement as Exhibit "H" once the initial term commences. Except as otherwise set forth in this Agreement, the initial term of this Agreement shall end on _____, 2022. The parties agree that this Agreement may be extended for one (1) additional one-year period. The Airline will advise the County, or its designee, 90 days prior to the end of the initial term, as set forth in this Agreement, whether the Airline plans to continue with the Agreement.

4.2 Termination. Notwithstanding any other provision of this Agreement, any Party hereto may terminate this Agreement, with or without cause, upon ninety (90) days written notice to all other Parties.

4.3 Airline's Duty to Surrender. At the expiration or earlier termination of the term, The Airline shall surrender to the County, the possession of the real property and the improvements constituting the Exclusive Use Area or any portion thereof in the case of a partial termination, in good condition, ordinary wear and tear excepted. Surrender or removal of improvements, fixtures, and trade fixtures shall be as directed in Section 13 of this Agreement. If The Airline fails to surrender the Exclusive Use Area by the expiration or sooner termination of this Agreement, the Airline shall indemnify and hold the County harmless against all loss, liability, cost or expense directly resulting from or arising out of the Airline's failure to surrender the Exclusive Use Area, including, without limitation, any amounts required to be paid to any tenant or prospective tenant who was to have occupied the Exclusive Use Area after said termination or expiration and any related attorneys' fees and brokerage commissions. Notwithstanding the foregoing, no termination of this Agreement shall release the Airline from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or date of surrender if it be later.

4.4 Holding Over. If the Airline shall continue to occupy or possess the Exclusive Use Area after the termination of this Agreement with the County's express written consent, then the Airline shall be a tenant on a

month-to-month basis. All the terms, provision and conditions of this Agreement shall apply to such a month-to-month tenancy at a rent determined by the County, but in no event less than the rent payable under this Agreement during the last full month before the date of expiration or earlier termination of this Agreement. The month-to-month tenancy shall be on the terms and conditions of this Agreement except as provided in the preceding sentence. The County's acceptance of rent after such holding over with the County's written consent shall not result in any other tenancy or in a renewal of the original term of this Agreement. If the Airline remains in possession of the Exclusive Use Area after expiration or earlier termination of this Agreement without the County's written consent, the Airline's continued possession shall be on the basis of a tenancy at sufferance and the Airline shall pay as rent during the holdover period an amount equal to two hundred percent (200%) of the monthly rent for the Exclusive Use Area in effect under this Agreement during the month which includes the day immediately prior to the date of the expiration or termination of this Agreement. Nothing in this Section 4 shall be construed as implied consent by the County to any holding over by the Airline. The County expressly reserves the right to require the Airline to surrender possession of the Exclusive Use Area to the County as provided in this Agreement. The provisions of this Section 4.4 shall not be considered to limit or constitute a waiver of any other rights or remedies of the County provided in this Agreement or at law.

5. AIRPORT DEVELOPMENT.

5.1 Airport Capital Improvements. The Airport has a Capital Improvement Plan to preserve, protect, enhance, and otherwise improve the Airport. The current 10-year Capital Improvement Plan ("CIP") for the Airport is attached as Exhibit "M".

5.2 Alterations to Terminal Building and Terminal Areas. The Airline understands and agrees that during the term of this Agreement, the County may alter or expand the existing terminal building and associated facilities, make adjustments to the configuration of existing facilities, and/or reassign spaces within the terminal area. The County will work with the Airline to reach mutually agreed upon changes, alterations, and development.

5.3 New Airport Terminal Building. If, during the term of this Agreement, the County constructs a new airport terminal building, the County may move the Airline and other airlines operating at the Airport to the new terminal building, subject to terms and conditions to be negotiated and agreed upon by the County and the Airline prior to such move.

5.4 Non Exclusive Use. Nothing in this Agreement shall be interpreted as requiring the construction of a new airport terminal building with Commercial Airline Space nor shall it be construed as granting the Airline an exclusive right to conduct any of the uses permitted under this Agreement in a new airport terminal building.

6. AIRLINE RATES AND CHARGES.

6.1 Rate Making Methodology. Airline Rates and Charges shall be established annually based on the procedure set by the County. The County, subject to consultation with the AAAC, may amend such Airline Rates and Charges. The Airline Rates and Charges are developed under a commercial compensatory rate making methodology for the terminal cost center and a hybrid methodology for the airfield cost center. The rates and charges will be calculated and set at the beginning of each Fiscal Year.

6.2 Terminal Building. The terminal cost center consists of the current Terminal Building, including passenger ticketing areas, the holdrooms, baggage claim facilities, baggage make-up facilities, passenger loading bridges/regional boarding ramps, and all public area, concession, and other leasable areas. For purposes of rate setting calculations, modular buildings (temporary airline ticket offices and temporary gate facilities) will be considered to be attached to and a part of the main terminal building.

6.2.1 Terminal Building Rental Rate. Terminal Building Operating Requirement is calculated by summing the elements of the Airport operating requirement allocated to the Terminal Building cost center. Currently, this includes Operations and Maintenance ("O&M') Expenses, O&M Reserve Requirement (if any), Capital Outlay (if any), and Debt Service and applicable Debt Service Coverage ("Capital Charges"). The Terminal Building Operating Requirement is then divided by Rentable Space to obtain the Terminal Building Rental Rate. The Terminal Building Rental Rate is then multiplied by the sum of the total terminal Exclusive Use Area Premises

and Joint Use Area Premises to calculate the Airline Terminal Building Requirement for the Signatory Airlines. The Airline Terminal Building Requirement is then reduced by a rental rate credit to be established at the County's discretion to the extent such amounts are available to calculate the Adjusted Signatory Airline Terminal Building Requirement. The Adjusted Terminal Building Requirement is then divided by the sum of the total terminal Exclusive Use Area Premises and Joint Use Area Premises to calculate the Terminal Building Rental Rate.

6.2.2 Airline Joint Use Charge. The Airline Joint Use Charge requirement shall be calculated by multiplying the Terminal Building Rental Rate by the sum of the total space of Joint Use Areas in the Terminal Building, including but not limited to holdrooms, baggage claim, baggage screening, ticket counters, ticket queueing (as applicable), and airline kiosk areas. The Joint Use Charge to be collected by the County from the Airline for each Enplaned Passenger shall be the greater of (1) the Joint Use Charge requirement divided by annual Enplaned Passengers budgeted by the County for the applicable Fiscal Year or (2) $1.60 per Enplaned Passenger.

6.3 Airfield Area. The Airfield Area cost center consists of those areas of land and Airport facilities that provide for the general support of air navigation, flight activity and other aviation requirements of the Airport. The airfield includes runways, taxiways, the terminal apron, aircraft service areas and those ramp areas not included in any other cost center, approach and clear zones, safety areas and infield areas, together with all associated landing navigational aids and Airport facilities, aviation controls, and other systems related to the airfield. It also includes areas of land acquired for buffer requirements for the landing areas of the Airport, all land acquired for Airport expansion until the land is used or dedicated to another cost center, and all Airport noise mitigation facilities or costs.

6.3.1 Landing Fee Rate. The Airfield Area operating requirement is the sum of O&M Expenses allocated to the Airfield Area, O&M Reserve Requirement (if any), Capital Outlay (if any), and Debt Service and applicable Debt Service Coverage ("Capital Charges"). The Airfield Area operating requirement is then divided by the Certified Maximum Gross Landed Weight (CMGLW) of all of the Airlines' Revenue Aircraft Arrivals to determine the Airlines' Landing Fee Rate. This Landing Fee Rate multiplied by the estimated CMGLW of the Signatory Airlines' Revenue Aircraft Arrivals establishes the Airlines' Landing Fee revenue requirement. The Airline Airfield Area requirement is then further reduced by a rate credit to be established at the County's discretion to the extent such amounts are available to calculate the Adjusted Airline Airfield Area requirement. The Adjusted Airfield Area Requirement is then divided by the CMGLW of all Airlines' Revenue Aircraft Arrivals to determine the Adjusted Airlines' Landing Fee Rate.

6.4 Other Charges. The County expressly reserves the right to assess and collect the following:

6.4.1. Reasonable and non-discriminatory fees and charges for services or facilities not enumerated in this Agreement, but provided by the County and accepted by the Airline, including, but not limited to, special maintenance of the Airline premises, 400 Hertz electric power charges, equipment/vehicle storage areas, disposal fees, utility fees, and remote ramp aircraft parking fee.

6.4.2. Pro-rata shares of any charges for the provision of any services or facilities which the County is required to provide by any governmental entity (other than the County acting within its proprietary capacity) having jurisdiction over the Airport.

6.4.3 The County reserves the right to charge the Airline or its employees a reasonable and non-discriminatory fee for use of the employee parking area(s) provided at the Airport.

6.4.4. The Airline shall pay the required fees for all permits and licenses necessary for the conduct of its air transportation business at the Airport. The Airline shall also pay all taxes, assessments, and charges, which during the Term of this Agreement may become a lien or which may be levied by the State, the County, a City, or any other levying body, upon any interest by the Airline acquired in this Agreement, or any possessory right which the Airline may have in or to the premises or facilities leased hereunder, or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as taxes, assessments, and/or charges on property, real or personal, owned by the Airline in or about said premises.

6.4.5. The County reserves the right to charge the Airline an administrative fine for violation of

the Airport Rules and Regulations by the Airline, its officers, employees, and agents. The Airline shall be notified in advance of the adoption or modification of a schedule of administrative fines and the Airline may appeal in writing to the County within ten (10) days its objection to any notification of violation and assessment of an applicable administrative fine.

6.5 Non-Signatory Airline Terminal Rates. Airlines that are not Signatory Airlines will be charged non-signatory Airline Rates and Charges established by the County, currently at a thirty (30) percent premium, as may be amended from time to time.

6.6 Information to be Provided by the Airline.

6.6.1 Activity Reports. Not later than the 10th day of each month, the Airline shall file written reports ("Activity Reports") in a format approved by the Airport Manager for all aviation activity conducted by the Airline during the prior month and for all aviation activity handled by the Airline for other Air Transportation Companies not required, by an agreement with the County, to submit their own activity reports. Activity Reports shall include, but not be limited to, aircraft landings and departures by aircraft type; gross landing weight and total landing weight by aircraft; total revenue passengers and non-revenue passengers enplaned and deplaned at the Airport; and total pounds of freight, mail, and baggage enplaned and deplaned at the Airport.

6.6.2 County Reliance on Activity Reports. The County shall have the right to rely on the Airline's Activity Reports in determining rentals and charges due under this Agreement. The Airline shall be solely responsible for the accuracy of its Activity Reports. Payment deficiencies resulting from incomplete or inaccurate Activity Reports shall be subject to late charges as set forth in Section 7.4. The County's assessment of such late charges shall be in addition to any other remedies that the County may have in law or in equity, including termination and revocation of this Agreement and all rights and privileges granted herein.

6.6.3 Records; Audits. The Airline shall at all times maintain and keep accurate records reflecting the Airline's aviation activity at the Airport to be reported pursuant to this Section 6.6. The Airline shall retain these required records for a period of three (3) years subsequent to the activities reported therein, or such other retention period as set forth in applicable Federal Aviation Regulations. Upon prior written notice to the Airline all required records shall be made available, at no cost to the County, at the Airline's corporate office for audit and/or examination by the County or its duly authorized representative during all normal business hours.

6.6.4 Audit Costs. The cost of an audit shall be born by the County; provided, however, the total cost of said audit shall be borne by the Airline if either or both of the following conditions exist:

(1) The audit reveals an underpayment of more than ten percent (10%) of rentals, fees, and charges due on an annual basis hereunder, as determined by said audit; or

(2) The Airline has failed to maintain true and complete records in accordance with Section 6.6.3, minor, non-intentional error excepted.

7. CONSIDERATION.

7.1 Subject to the provisiosn of Section 7.1.1 and Exhibit "O". Beginning on the Commencement Date, the Airline shall pay to the County the rates and charges established in Exhibit "G", in accordance with the procedures established in this Section 7.1, as consideration for the Airline's use of the Premises. Because the County's fiscal year begins on July 1 and ends on June 30, for purposes of this Agreement the term "Lease Year" shall mean (except for the first Lease Period) a twelve-month period beginning on July 1 and lasting through June 30 of the following year, unless the context clearly means a calendar year. The first Lease Period shall begin on the Commencement Date. Charges are established in an Airport Rates and Charges Resolution, adopted annually by the Board of Supervisors and reviewed by Aviation Commission.

7.1.1 Fee Waiver Provision. The County forgives payment of the following fees for the Airline's first twelve (12) consecutive months of service provided pursuant to this Agreement: landing fees, parking fees for aircraft remaining overnight (RON), hold room fees, and terminal building exclusive use, preferential use, and joint

use fees. The County will forgive payment of the fees for a total period of twelve (12) months from the date the Airline's service commenced at the Airport. All parties acknowledge that the Airline must pay any and all taxes and that taxes are not included in this fee waiver.

7.1.2 Exclusive Use Areas Terminal Rents. Each month the Airline shall pay to the County one-twelfth (1/12) of the total annual Terminal Rents for the Airline's Exclusive Use Areas in advance on the first day of each month. Monthly Exclusive Use Areas Terminal Rents shall be delinquent if not paid in full by the fifth (5th) calendar day of the month, in which case a late charge as specified in Section 7.4 shall apply to any overdue rent and shall be paid by the sixth (6th) of the month.

7.1.3 Airline Joint Use Charges. The Airline's Joint Use Charges shall be due and payable monthly in arrears on the twentieth (20th) day of each following calendar month and shall be delinquent if not paid in full by the twenty (20th) of the month, in which case a late charge as specified in Section 7.4 shall apply to any overdue rent and shall be paid by the twenty sixth (26th) of the month.

7.1.4 Landing Fees. The Airline's Landing Fees shall be due and payable monthly in arrears on the twentieth (20th) day of each following calendar month and shall be delinquent if not paid in full by the twenty (20th) of the month, in which case a late charge as specified in Section 7.4 shall apply to any overdue Landing Fees and shall be paid by the twenty sixth (26th) the month.

7.1.5 Airline RON Fees. The Airline's Prepaid Monthly RON Fees shall be due and payable monthly in advance on the first day of each calendar month and shall be delinquent if not paid in full by the fifth (5th) calendar day of the month, in which case a late charge as specified in Section 7.4 shall apply to any overdue fees and shall be paid by the sixth (6th) of the month. Other RON fees incurred by the Airline shall be due and payable monthly in arrears on the twentieth (20th) day of each following calendar month and shall be delinquent if not paid in full by the twenty (20th) of the month, in which case a late charge as specified in Section 7.4 shall apply to any overdue Landing Fees and shall be paid by the twenty sixth (26th) the month.

7.1.6 GSE and Aircraft Apron Storage Rent. Each month the Airline shall pay to the County one-twelfth (1/12) of the total annual rents due for the Airline's GSE and Aircraft Apron Storage Areas in advance on the first day of each month. Monthly GSE and Aircraft Apron Storage Rents shall be delinquent if not paid in full by the fifth (5th) calendar day of the month, in which case a late charge as specified in Section 7.4 shall apply to any overdue fees and shall be paid by the sixth (6th) of the month.

7.1.7 Other Fees and Charges. The Airline agrees to pay to the County any other applicable fees or charges imposed by the County at the Airport at the rate set forth in the latest schedule established by the County from time to time in its adopted rates and charges. All such fees or charges shall be due and payable monthly according to the type of payment owed, and shall be delinquent if not paid within five (5) calendar days thereafter or twenty (20) calendar days, in which case a late charge as specified in Section 7.4 shall apply to any overdue rent. The Airport fees and charges in effect on the Commencement Date of this Agreement are attached hereto as Exhibit "G".

7.1.8 Additional Rent. In addition to the Airline Rates and Charges described above, the Airline shall pay and discharge when the same shall become due as additional rent (hereafter referred to as "Additional Rent"), all other amounts and obligations which the Airline assumes or agrees to pay or discharge pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, all amounts payable by the Airline to or on behalf of the County under this Agreement, whether or not expressly denominated as Rent, shall constitute rent for the purposes of the UNITED STATES BANKRUPTCY CODE, 11 United States Code (USC) §502(b)(6).

7.2 Annual Review of Rates and Charges. The projected Airline Rates and Charges established in Exhibit "G" are for informational purposes only and are subject to review and change annually by the County.

7.3 Manner of Payment of Rent. Monthly Rent for any partial month shall be prorated at the rate of 1/30th of the monthly rent per day. The Rent and any other sums payable by the Airline hereunder shall be paid by the Airline without notice, demand or offset at the Office of the Airport Manager at the Airport, or at such other

place or places as may from time to time be designated in writing by the County.

7.4 Late Charge. The Airline agrees to pay a late charge of ten percent (10%) of the amount overdue on any unpaid Rent.

7.5 Operating Expenses. The Airline agrees to pay all of its operating expenses, including, without limitation, taxes, insurance, maintenance and repair, utilities, and the like, so that this Agreement is a triple-net lease.

7.6 Taxes and Assessments.

7.6.1 Obligation to Pay. The Airline is fully responsible for and agrees to pay, all real and personal property taxes (including any tax levied on a possessory interest, as defined in California Revenue and Taxation Code Section 107 or successor statute, if applicable), general and special assessments, and other applicable charges (collectively "Taxes"), levied on or assessed against the Exclusive Use Area, personal property located on or in the land or improvements, the leasehold estate, or any subleasehold estate, to the full extent of installments falling due during the term. The Airline shall make all such payments directly to the assessing authority, at least ten (10) days before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any, or all, of the above items, in installments (whether or not interest accrues on the unpaid balance), the Airline may, at the Airline's election, utilize the permitted installment method, but shall pay each installment, with any interest, before delinquency.

7.6.2 Airline's Right to Contest. The Airline may contest the legal validity or amount of any taxes, assessments, or charges for which the Airline is responsible under this Agreement, and may institute such proceedings as the Airline considers necessary. If the Airline contests any such tax, assessment or charge, the Airline may withhold or defer payment, or pay under protest, but shall protect the County and the Exclusive Use Area from any lien by adequate surety bond or other appropriate security.

7.6.3 Proof of Compliance. The Airline shall furnish to the County within fourteen (14) days of receipt by the Airline of the written request of the County, copies of receipts or other appropriate evidence establishing payment of any applicable taxes. The Airline may comply with this requirement, but is not obligated to do so, by retaining a tax service to notify the County whether the taxes have been paid.

7.7 Passenger Facility Charge. The Airport currently collects, and if authorized by FAA in the future, the County, as proprietor of the Airport, may impose Passenger Facility Charges (“PFCs”) at the Airport in order to raise revenue to pay allowable costs of approved airport projects.

7.7.1 County May Impose PFC. The County expressly reserves the right to impose PFCs on airline passengers for the use of the Airport in accordance with 49 U.S.C. Section 40117 and the PFC regulations as now in force or hereafter amended, or any act or regulation in substitution thereof.

7.7.2. Airline Obligations. The Airline shall hold in trust for the County the net principal amount of all PFCs that it or its agents or affiliates collect on behalf of the County. For the purposes of this Paragraph, net principal amount shall mean the total principal amount of all PFCs that are collected by the Airline or its agents or affiliates on behalf of the County, reduced by any amount that the Airline is permitted to retain pursuant to 49 U.S.C. Section 40117 and the PFC Regulations. Monthly PFCs collected by the Airline shall be remitted to the County no later than the last day of the following calendar month or if that date falls on a weekend or holiday, the first business day thereafter. In addition, PFCs collected by the Airline shall be remitted to the County at the Airport Manager’s office or at such other place as designated by the County.

7.7.3 Penalties. Should the Airline fail to remit the net principal amount of all PFCs to the County within five (5) days following the remittance date specified above, the Airline shall be deemed to be in default of this Agreement. In addition, any late payment of PFCs shall be subject to late fees computed at the rate of one and one-half percent (1.5%) of the payment due and unpaid plus one hundred dollars ($100) per month or the highest rate allowable under applicable state law from the due date until paid.

7.7.4 Federal Law Takes Precedence. Nothing contained in this Agreement shall be construed to supersede the rights and obligations provided in 14 CFR Part 158 regarding Passenger Facility Charges. In the event that a conflict exists between such federal regulation and this Agreement, the federal regulation shall govern.

8. USES, PURPOSES, AND OPERATIONAL REQUIREMENTS.

This section addresses authorized uses of the Premises described in Section 3 of this Agreement and of the Public Airport Facilities described in Section 8.2 of this Agreement.

8.1 Authorized Uses. The Airline's authorized uses are addressed in Exhibit "N" which is attached hereto and incorporated into this Agreement by this reference.

8.1.2 Right to Select Vendors. The Airline shall have the right to have its aircraft and other equipment serviced by suppliers of its choice. Such suppliers may provide materials and services, including, but not limited to, aviation fuel, ground vehicle fuel, lubricating oil, greases, parts, and all other materials and supplies and services required by the Airline in the conduct of its air transportation service. The Airline shall insure that all of its suppliers strictly comply with all the terms of this Agreement, all applicable laws and regulations, and the Minimum Standards.

8.1.3 Limitation. The Airline shall not conduct any business at the Airport other than that of a scheduled airline pursuant to this Agreement without the prior written consent of the County's Airport Manager.

8.1.4 Requests from Airport Manager. The Airline shall cooperate with any reasonable request from the Airport Manager regarding use of the Airport or operations at the Airport.

8.2 Use of Public Airport Facilities. The County grants the Airline the nonexclusive right to use of all public Airport facilities including, but not limited to, taxiways, runways, navigational aids and facilities relating thereto for purposes of landings, takeoffs and taxiing of the Airline's aircraft. All such use shall be in accordance with the laws of the United States of America, the State of California, and the rules and regulations promulgated by their authority with reference to aviation and air navigation, and in accordance with all reasonable and applicable rules, regulations, and ordinances of the County now in force or hereafter prescribed or promulgated by ordinance or by law. The use of Common Areas, Exclusive Use Area, and public airport facilities shall be subject to the control and regulation of the Airport Manager.

8.2.1 Reservations to County. This Agreement for non-exclusive use is subject to all rights reserved by the County to license, permit, authorize, regulate and relocate concessionaires and other Airport tenants, including but not limited to, booths, counters, hold room, offices, lockers, advertising space, and wall space.

8.3 Affiliates.

8.3.1 Designation by Signatory Airline. A Signatory Airline must designate any Air Transportation Company that will operate as an Affiliate of the Signatory Airline at the Airport in writing to the Airport Manager. It is the intent of the Airline to use SkyWest Airlines as its affiliate upon the commencement of service and if the affiliate operator changes during the term of this Agreement, Airline must notify Airport in writing to the Airport Manager.

8.3.2 Affiliate Agreement Required. Before operating at the Airport, all Affiliates shall be required to execute an Affiliate Agreement with the County for operations conducted on behalf of the Airline and shall comply with all insurance, indemnification, and other Airline operating requirements established by the County.

8.3.3 Payment of Affiliate's Rates and Charges. The Signatory Airline shall pay the Affiliate's rentals, fees, and charges at the Signatory Airline rates, provided the Signatory Airline:

(1) Remains a Signatory Airline to this Agreement (if the Signatory Airline is the Airline, or an agreement in form and substance similar to this Agreement if the Signatory Airline is not the Airline), and

(2) Agrees to be and shall be obligated to serve as a financial guarantor for all rentals, fees, and charges incurred by any Affiliate of such Signatory Airline at the Airport.

8.3.4 Unpaid Rentals, Fees, and Charges. The Airline shall be responsible for any and all unpaid rentals, fees, and charges, and the reporting of monthly aviation activity, as required by Section 6.6 of this Agreement, of any Affiliate while such Affiliate operates at the Airport on behalf of the Airline.

8.4 Operational Requirements. The Airline shall abide by the following conditions and requirements during the term of this Agreement:

8.4.1 Environmental Review, Air Transportation Element, Airport Master Plan.

(1) The Airline agrees to comply with the goals, objectives, and policies of the Air Transportation Element and any amendments thereto. In addition, the Airline understands and acknowledges that this Agreement shall be subject to the EIR, the Airport Master Plan Update, and future updates adopted by the County Board of Supervisors, and the Airline hereby agrees to comply with such Airport Master Plan and any documents related thereto.

(2) The County has determined that this Agreement and the use of the Airline's aircraft are consistent with the Air Transportation Element and the EIR certified by the County in 2012 in connection with adopting the amended Air Transportation Element and the 2012 Airport Master Plan Update. Accordingly, the Airline expressly recognizes and agrees that any change by the Airline in the type of aircraft the Airline uses to provide scheduled airline service at the Airport under this Agreement shall be subject to the County's prior written consent and may require additional environmental review.

(3) The environmental review conducted by the County in connection with adopting the amended Air Transportation Element and the 2012 Airport Master Plan Update studied 21 Average Daily Scheduled Departures. The County cannot authorize operations exceeding the study limit of 21 Average Daily Scheduled Departures unless further environmental review is first completed. When the County receives indications from airlines of interest in exceeding 21 Average Daily Scheduled Departures, it shall convene the Airline-Airport Affairs Committee to discuss and determine the costs of and payment for required further environmental review. Nothing in this Section 8.4.1(3) shall obligate the County to pay for all or any portion of the cost of such further environmental review.

8.4.2 County's Written Pre-Approval of Aircraft Types. Except due to operational necessity, the Airline agrees not to operate any aircraft at the Airport that has not been previously approved, in writing, by the County for use at the Airport and listed on Exhibit "B".

8.4.3 Daytime Operations. The Airline agrees to restrict its daytime aircraft operations at the Airport (6:00 a.m. to 10:00 p.m.) to those types of aircraft analyzed in the EIR and having a departure single-event noise level of 83.2 Dba (Lmax) or less, as specified in the most recently published FAR Part 36 Advisory Circular Takeoff Chart (AC 36-3H).

8.4.4 Nighttime Operations. The Airline agrees to restrict its nighttime aircraft operations at the Airport (10 p.m. to 6:00 a.m.) to those types of aircraft having a departure single-event noise level of 72 Dba (Lmax) or less, as specified in the most recently published FAR Part 36 Advisory Circular Takeoff Chart (AC 36-3H). The Airline agrees it will not schedule the arrival or departure of any of the Airline's aircraft at the Airport for later than 9:45 p.m. unless the aircraft meets the noise level criteria for both daytime and nighttime aircraft operations at the Airport.

8.4.5 Nighttime Arrivals. In the event that an arrival of the Airline's aircraft scheduled before 10:00 p.m. is delayed until after 10:00 p.m. and the aircraft meets the agreed upon noise level criteria for daytime aircraft operations at the Airport but does not meet the agreed upon criteria for nighttime aircraft operations, the aircraft may land at the Airport but the Airline agrees to use its best efforts, as determined by the Pilot in Command, to assure that the aircraft lands as quietly as possible without endangering passengers or the aircraft. The Airline agrees to notify the County's Airport Manager within one (1) business day of the reason for the delayed arrival.

8.4.6 Flight Schedule Changes. The Airline shall make reasonable efforts to provide information regarding flight schedule changes to the County, in writing, at least fifteen (15) days in advance.

8.4.7 Fueling Operations. The Airline shall not perform any fueling operations at the Airport without prior written approval of the Airport Manager.

8.4.8 Airport Security.

(1) Local Security. The Airline will comply with its Aircraft Operator Standard Security Program ("AOSSP") and as directed by the County with applicable terms of the Airport's Airport Security Program ("ASP").

(2) Federal Security. As of the date of this Agreement, the TSA provides for all passenger and baggage screening conducted at the Airport. At some point during the term of this Agreement, the Airport or another entity may be authorized to provide these security services in lieu of the TSA.

(3) Penalties and Fines. The Airline shall pay any penalties for which the Airline is responsible pursuant to a final determination or adjudication within seven (7) days. These penalties include but are not limited to, civil penalties or fines assessed against the Airport or the Airline, by the FAA, TSA or any other governmental agency for the violation of any security related laws, rules, policies or regulations at the Airport.

8.4.9 Compliance with County-Held Licenses and Certificates. The Airline shall comply with any certificate or license that is held by the County necessary for the operation of the Airport, including, but not limited to, the FAR Part 139 Airport Operating Certificate and Stormwater Management Permit. This compliance includes the responsibility for any fines, penalties, awards or damages that may be levied against the Airport that are directly or indirectly caused by the Airline, its agents, employees or others operating on their behalf ("including penalties"). Airline will comply with laws, ordinances, governmental rules and regulations without prejudice to the right of the Airline to undertake appropriate legal action to contest any such requirements for violations of any such requirements, and Airline will not be considered in breach hereof during the course of any such contest. Upon final adjudication of any contest by Airline, Airline will pay any fines levied against Airline as a result of any violation by law Airline or any fines levied against Airport as a result of any violation of law by Airline.

8.4.10 Deicing Operations. The Airline shall conduct any necessary aircraft de-icing operations using the Airline's best management practices pursuant to a written procedure that has been approved in advance by the County's Airport Manager. The Airline's deicing operations shall be in compliance with the Airport's SWPPP.

8.4.11 Control of Rates, Fares, or Charges. The County shall have no control whatsoever over the rates, fares, or charges that the Airline may prescribe for any of its services to, from, through, or at the Airport, or between the Airport and the Airline's ticket offices or other stopping places in Sonoma County.

8.4.12 War or National Emergency. This Agreement and all the provisions of this Agreement shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

8.4.13 Circumstances Which Excuse Performance. If either Party to this Agreement shall be delayed or prevented from the performance of any act required under this Agreement by reason of acts of God, restrictive governmental laws or regulations or other cause without fault and beyond the control of the Party obligated (except for financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Section 8 shall excuse the Airline from the prompt payment of any rental or other charge required of the Airline except as may be expressly provided elsewhere in this Agreement.

8.4.14 Airline Employee Parking. The Airline acknowledges that there is no parking for its employees or customers adjacent to the Exclusive Use Area. The Airline shall require its employees to park in the Airport's Employee Parking Lot. The County shall issue County-owned identifications placards to the Airline's employees and the Airline or Airline's employees shall be responsible for paying applicable parking fees and for

returning all placards to the County.

8.4.15 Texting While Driving. The Airline shall take all reasonable steps to ensure that the Airline's agents, employees, contractors, and invitees do not text and drive upon the Airport property. Pursuant to the adopted policies of the Federal Aviation Administration, as applicable to the County, the Airline is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Agreement.

8.5 Aircraft Parking.

8.5.1 Assignment of Parking Spaces; Duration. The Airport Manager shall have the right, in his or her sole discretion, to assign aircraft parking spaces, including spaces for aircraft remaining overnight (RON), and to limit the time aircraft may occupy assigned spaces.

8.5.2 Movement of Aircraft at Direction of Airport Manager. If, in the judgment of the Airport Manager, it becomes necessary to move the Airline's aircraft in order to insure public safety, improve ramp area efficiency or otherwise, then the Airline shall immediately move said aircraft to the location designated by the Airport Manager.

8.5.3 Disabled Aircraft. Should any aircraft owned or operated by the Airline, through accident or for any other reason, become disabled or abandoned in any area which could interfere with the continuous, normal operations of any of the landing and field facilities at the Airport, the Airline shall:

(1) Immediately remove said aircraft to a location designated by the Airport Manager, unless such aircraft is required to remain in place pending investigation by a regulatory agency or agencies of the federal government; and

(2) In the event of any accident where federal agency investigation in place is required, the aircraft and any related wreckage or debris shall be moved as soon as authorized to the area(s) designated by said federal agency authorizing such removal; otherwise, such aircraft wreckage and debris shall be immediately removed from the Airport or stored at a location approved by the Airport Manager.

8.5.4 Failure to Remove Aircraft. If the Airline should fail to remove the aircraft, or if aircraft owned or operated by the Airline are abandoned on the Airport, the County shall have the right to remove such aircraft by any means the Airport Manager deems necessary under the circumstances, and the Airline shall keep and hold the County harmless from any and all costs, loss, liability, damage or expense incurred by the County or claimed by anyone by reason of removal of said aircraft, injury to persons or property or damages to such aircraft caused by such removal as well as moving and storage costs incurred.

8.5.5 Parking Restriction. The Airline agrees that it may not independently make arrangements for aircraft parking space at the Airport without express written consent of the Airport Manager, which may be withheld in the Manager's sole discretion.

8.6 Compliance with Laws, FAA Regulations and Minimum Standards.

8.6.1 The Airline shall comply with all laws and regulations that are applicable to its occupancy and to its operations under this Agreement, including, without limitation, all Federal Aviation Regulations (FARs), the Air Carrier Access Act of 1986 (49 U.S.C. 41705) (Air Carrier Act), the Americans with Disabilities Act of 1990 (42 U.S.C. 12181), the goals, objectives and policies of the Air Transportation Element of the Sonoma County General Plan and any amendments thereto. Additionally, the Airline shall not knowingly and intentionally allow the Exclusive Use Area to be used for any unlawful purpose.

8.6.2 This Agreement is subject to Title 49 CFR Part 1500 et. seq., Title 14 CFR Part 107, Title 14 CFR Part 139, and any Executive Orders and TSA mandates or FAA Regulations relating to safety and security. The Airline hereby acknowledges that the Airline is familiar with and has access to copies of such regulations. If any

violation of these federal regulations occurs at the Airport by reason of any act, negligence, or willful conduct of the Airline, the Airline shall be liable to reimburse the County for the full amount of any fine or penalty resulting directly therefrom. This Agreement is also subject to certain assurances mandated by the FAA for inclusion in Agreements. These assurances are set forth in Exhibit "J" attached hereto and incorporated in this Agreement by this reference.

8.6.3 All of the Airline's operation at the Airport must strictly comply at all times with FAA and TSA rules and regulations (as they now exist and as they may be amended).

8.6.4 At all times the Airline shall conduct its uses and its operations in conformance with all then applicable laws and the Airport Minimum Standards, as the same currently exist and as they may be modified from time to time. A copy of the Minimum Standards in effect as of the Commencement Date is attached hereto as Exhibit "K".

8.7 Waste. The Airline shall dispose of all sewage and industrial waste in accordance with all applicable regulations and laws of those governmental agencies having jurisdiction or authority over the Exclusive Use Area. The Airline shall ensure that all solid waste materials are placed in appropriate covered containers designed for use with the type of waste involved, which shall remain covered, and that said containers are maintained within enclosures located on said Exclusive Use Area and designated to keep said trash containers out of the flow of traffic and in a location approved by the Airport Manager. The Airline shall not knowingly and intentionally use the Exclusive Use Area or Common Use Areas in any manner that will constitute waste. The Airline shall not use the Exclusive Use Area or Common Use Areas for sleeping, washing clothes, or the manufacture or mixing of anything that might emit any unreasonable odor or objectionable odor, noises or lights onto adjacent properties.

8.8 Hazardous Substances And Environmental Compliance.

8.8.1 Hazardous Substances. As used in this Agreement, the term "Hazardous Substances" shall mean any hazardous or toxic substance, material or waste which is or shall become regulated by any governmental entity, including but not limited to the County acting in its governmental capacity, the State of California or the United States Government. The term "Hazardous Substances" includes, without limitation, any material or substance which is (i) defined or listed as a "hazardous waste," "extremely hazardous waste," "restrictive hazardous waste," "hazardous material" or "hazardous substance" or considered a waste, condition of pollution or nuisance under any Environmental Law; (ii) petroleum or a petroleum product or fraction thereof; (iii) asbestos or asbestos-containing materials; (iv) flammable or explosive substances; (v) mold, mold spores or fractions thereof; and/or (vi) substances designated by any governmental entity to cause cancer and/or reproductive toxicity.

As used in this Agreement, the term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, code, judgment, order or regulation pertaining to the environment, Hazardous Substances, pollutants, occupational safety and health, public health and safety, industrial hygiene or the environmental conditions on, under or about the Airport, and includes, without limitation the following: (i) the CLEAN AIR ACT, 42 USCA Section 7401, et seq. (ii) CLEAN WATER ACT, 33 USCA Section 1251, et seq.; (iii) the COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, as amended by the SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 ("CERCLA"), 42 U.S.C. Section 9601 et seq.; (iv) 49 CFR, Sections 173.5 (Transportation of Hazardous Materials); (v) the SOLID WASTE DISPOSAL ACT, as amended by the RESOURCE CONSERVATION AND RECOVERY ACT OF 1986 and HAZARDOUS and SOLID WASTE amendments of 1984 ("RCRA"), 42 U.S.C. Section 6901, et seq.; (vi) the OIL POLLUTION ACT of 1990, 33 USCA Section 2701, et seq. (vii) the FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. Section 1317, et seq.; (viii) the SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986, CALIFORNIA HEALTH AND SAFETY CODE Section 25249,5 et seq.; (ix) the CALIFORNIA HEALTH AND SAFETY CODE Sections 25100, 25395.7, 25915, et seq.; (x) the CALIFORNIA WATER CODE Section 1300, et seq.; (xi) the CALIFORNIA CIVIL CODE Section 3479, et seq.; (xii) Stormwater Discharge Rules, 40 C.F.R. Section 122.26, 122.30-37; and (xiii) All other state laws, rules, orders, directives, and codes, regulations judgments, and orders relating to (a) emissions, discharges, releases, or threatened releases of Hazardous Substances into the environment (including but not limited to ambient air, surface water, groundwater, land surface or subsurface strata); and (b) the manufacture, processing, distribution, use, generation, treatment,

storage, disposal, transport or handling of Hazardous Substances, as such laws are amended, and the regulations and administrative codes applicable thereto.

The Airline agrees that it shall abide by all Hazardous Substances laws and rules and regulations relating to hazardous substances including, but not limited to, 49 CODE OF FEDERAL REGULATIONS, Parts 171, et seq. The Airline agrees it will not knowingly carry Hazardous Substances on aircraft that are not permitted by law to be carried by passenger aircraft. Final determination of violations by the Airline or any of its agents or employees of any Hazardous Substance laws or regulations related to the Airline's operations at the Airport are grounds for termination of this Agreement.

The Airline shall comply with all Environmental Laws and shall not engage in any activity on or about the Airport that violates any Environmental Law. In conducting its operations and maintenance on the Airport under this Agreement, the Airline shall comply with such regulations regarding the storage, distribution, processing, handling and/or disposal, including the storm water discharge requirements, of Hazardous Substances including, but not limited to, gasoline, aviation fuel, jet fuel, diesel fuel, lubricants and/or solvents, whether the obligation for such compliance is placed on the owner of the land, owner of the improvements or user of the improvements.

The Airline shall at its own expense take all investigatory and remedial action required or ordered by any governmental agency or Environmental Law for cleanup, removal and disposal of any contamination involving any Hazardous Substances caused by the Airline. In conducting a cleanup of a Hazardous Substance under this Agreement, the Airline shall comply with applicable Environmental Laws.

The Airline shall not allow or cause the entry of any Hazardous Substances under its control into the Airport Stormwater drainage system unless authorized by Environmental Law, the Airport's Stormwater Discharge Permit and the Airport's SWPPP. The Airline shall not allow or cause the entry of any Unauthorized Non-Stormwater Discharge that is under its control into the Stormwater drainage system of the Airport or into the Stormwater drainage system of any of its surrounding communities, unless such substances are first properly treated by equipment installed with the approval of the County for that purpose, and the Airline complies with recommendations made by the State and/or Federal Environmental Protection Agency and the Airport's Stormwater Discharge Permit requirements.

The Airline shall bear all costs and any other expenses related to the prohibited entry of such oil, fuel or other Hazardous Substances into said drainage systems prohibited by Environmental Law and arising solely from the Airline's use of the premises.

The Airline shall provide all notices required pursuant to the SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986, CALIFORNIA HEALTH AND SAFETY CODE Section 25249, et seq. The Airline shall provide prompt written notice to the County within five (5) days of receipt of all written notices of violation of any Environmental Law received by the Airline.

8.8.2 Environmental Indemnification.

To the fullest extent authorized by law, the Airline shall indemnify, defend, and hold harmless the County, its officers, and employees, from and against any and all Environmental Law claims, (including, without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings, judgments, damages, (including punitive damages), penalties, fines, costs, liabilities, losses, orders, and lawsuits arising directly or indirectly out of any actions by the Airline, the Airline's operations at the Airport or any action arising from and which involve the Airline's officers, agents, subcontractors, and employees, including the cost of defense arising therefrom, including but not limited to the following:

(1) The Airline's placing, disposing, allowing or releasing of Hazardous

Substances upon or within the Airport including any such claims, demands, liabilities and/or obligations related to the Airline 's release of Hazardous Substances on the Airport since the time the Airline first occupied the Airport.

(2) The Airline's release of Hazardous Substances upon or within the Airport.

(3) The Airline's violation of any Environmental Law, except that the Airline's obligations under this paragraph shall not extend to known conditions that are, as of the date of this Agreement, the subject of investigation and remediation by the County or others, or remediation conditions that arise from operations of third parties that are not affiliated with the Airline that take place off of the Airport. For purposes of this Section 8, a party shall be deemed to be affiliated with the Airline if it is an employee, officer, director, agent, subtenant, contractor or subcontractor of the Airline or if it is controlled by or under common control with the Airline.

(4) The Airline's causing or allowing any discharge into the Airport Drainage System that is prohibited by this Section 8 of this Agreement.

This indemnification includes, without limitation, reasonable attorney's fees/costs and other costs incurred by the County in connection with any investigation of site conditions or any cleanup, remedial, removal, disposal, restoration or monitoring work required or performed by any Federal, State or local governmental entity because of any Hazardous Substances being present or suspected to be present in the soil or groundwater under the Airport. However, the Airline's indemnity obligation shall not apply in the event of any claims for any loss, damage or expense arising from the sole or active negligence or willful misconduct of the County or agents, servants or independent contractors who are directly responsible to the County.

In the event the indemnitees described in this Agreement above are named as defendants or respondents in any lawsuit or administrative proceeding, the Airline shall, at the request of the County, represent the indemnitees with qualified counsel that the County determines, in its sole and exclusive discretion, is acceptable to the County, unless the County, at its sole and exclusive discretion, undertakes legal representation, in which event the Airline shall reimburse the County for the reasonable costs incurred by it in defending such lawsuit or administrative proceeding, including reasonable attorney's fees, expert and consultant's fees, and investigative and court costs.

In the event that a monetary judgment is awarded against the County and the Airline because of the concurrent negligence of the County and the Airline or their respective officers, subcontractors, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Both the County and the Airline agree that neither party shall request a jury apportionment. Nothing stated in this Agreement and in this indemnity obligation shall be construed as authorizing any award of attorney's fees in any action to enforce the terms of this Agreement.

The rights and obligations set forth in this indemnification shall survive the termination of this Agreement.

8.8.3 Conflict with Environmental Law Provisions.

In the event that any of the terms of these environmental requirements codified in this Section 8 conflict with any other terms of this Agreement, the Environmental requirements contained in this Section 8 shall apply.

8.8.4 CUPA Business Plan, Certification Statement, and Annual Updates.

The Airline shall provide copies of its Certified Unified Program Agency (CUPA) Business Plan, Certification Statement, and all annual updates, if required by law, to the Airport Manager within ten (10) days of any update.

8.8.5 Vacating of Premises.

Prior to vacating the Premises, in addition to all other requirements under this Agreement, the Airline shall remove any Hazardous Substances placed on the Premises during the Term by the Airline, or as a result of the Airline's use or occupancy of the Premises and shall demonstrate such removal to the County's reasonable

satisfaction.

8.9 Dedicated Electrical Sub-Meter. If the Airline desires to have a dedicated electrical sub-meter installed at the Airport for its GSE, it shall obtain prior written permission from the Airport Manager and shall pay all costs associated with such installation.

8.10 Janitorial Services. The Airline is responsible for cleaning the Exclusive Use Area and retaining appropriate janitorial services to keep the Exclusive Use Area free from litter, debris and refuse. The Airline shall also maintain in a neat, clean and orderly condition the Exclusive Use Area, Common Areas, or other areas affected by the Airline's operation.

8.11 Reservations to County.

8.11.1 County's Right to Grant Easements. The County reserves the right to install, lay, construct, maintain, repair and operate sanitary sewers, drains, storm water sewers, pipelines, manholes and connections; water, oil and gas pipelines; telephone and telegraph power lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across, under and along any part of the Airport; and to enter the Exclusive Use Area for any and all such purposes. The County also reserves the right to grant franchises, easements, and rights of way and permits in, over, upon, through, across, under and along any and all portions of the Airport. No right reserved by the County in this Section shall be exercised in any way that will interfere unreasonably with the Airline's operations under this Agreement.

(1) Restoration of Airport Premises. The County agrees that rights granted to third parties by reason of this Section shall contain provisions that the surface of the land shall be restored as nearly as practicable to its original condition upon the completion of any construction. The County further agrees that should the exercise of these rights temporarily interfere with the Airline's use of any or all of the Exclusive Use Area, the Airline shall only be entitled to a reduction in the rent payable to the County during the period of interference, which shall be reduced in proportion to the interference with the Airline's use of the Exclusive Use Area. The Airline shall not be entitled to any other form of compensation.

(2) Notice. The County agrees that, except in an emergency, any right set forth in this Section 8.11.1 shall not be exercised unless thirty (30) days prior written notice of is given to the Airline. In an emergency, the County will give such written notice as is possible under the existing circumstances.

8.11.2 Reserved Easements. There is hereby reserved to the County, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on, the Airport.

8.11.3 Development and Maintenance of Landing Area. The County reserves the right, but shall not be obligated to the Airline, to further develop, improve, maintain and repair the landing area and aprons of the Airport, and all publicly owned facilities of the Airport, as it sees fit, regardless of the desires or view of the Airline. Notwithstanding anything stated to the contrary in this Agreement, in the event any activity undertaken by reason of this subsection materially interferes with the Airline's use of the Exclusive Use Area and such interference continues for five (5) or more days, the rent due pursuant to this Agreement shall be abated to the extent of such interference for such period.

8.11.4 New Development. The County expressly reserves the right but shall not be obligated to develop a new airport terminal and other airport facilities and to enter into agreements with other commercial airlines or other similar operators.

8.11.5 Agreements with Other Airlines. The County expressly reserves the right to enter into agreements with other airlines to provide service at the Airport. During the term of this Agreement, the County agrees not to enter into agreements with other airlines containing more favorable terms than this Agreement without additionally offering such terms to the Airline.

8.11.6 Other Rights. All oil, gas, geothermal and mineral rights are expressly reserved from this Agreement, provided that neither the County nor the County's agent, assignees, licensees or lessees under any oil, gas, geothermal or mineral lease may enter on the Exclusive Use Area, or otherwise interfere with the Airline's use, under any asserted right inferred from this provision.

8.11.7 County's Right to Inspection, Clean and Make Repairs. The County, acting through its Airport Manager or other duly authorized representative, shall have the right to enter upon the Exclusive Use Area at any and all reasonable times during the normal business day throughout this Agreement term for the purpose of inspecting the same and posting any notices required or permitted under law. Following notice to the Airline and a reasonable opportunity to perform, the County may enter the Exclusive Use Area and any other portion of the Premises that is utilized by the Airline to maintain, clean or perform repairs such Area or portion of the Premises as the County may deem reasonably necessary if the Airline fails to perform such obligations and to recover the actual cost of such maintenance, cleaning or repairs on the next Rent Due Date.

9. AIRPORT-OWNED SUPPORT EQUIPMENT/FACILITIES.

9.1 Mobile Passenger Ramp.

9.1.1 Mobile Passenger Ramp. The County licenses the Airline to utilize the County's mobile passenger ramp apparatus in conjunction with the Airline's airport operations on a non-exclusive non-preferential basis with other authorized users thereof.

9.1.2 Responsibility for Use and Training. The County shall provide to all Airline personnel initial and periodic training on the use of the mobile passenger ramp apparatus. When the Airline utilizes the apparatus, the Airline, not the County, shall be responsible for providing the personnel necessary to operate the apparatus. The Airline's personnel shall operate the apparatus in conformance with all verbal and written operating instructions and recommendations promulgated by the manufacturer of the apparatus. The Airline's personnel shall also abide by all rules and regulations promulgated by the County and other local, state and federal agencies having jurisdiction over the Airport, and by all other written and verbal directives of the County employees in their use and operation of the apparatus.

9.1.3 Storage, Maintenance and Repair of Mobile Passenger Ramp. The County shall be responsible for the storage, maintenance and repair of the apparatus. The Airline shall perform any necessary checks of the apparatus before using it. If the apparatus needs maintenance, the Airline shall notify the Airport Manager or designee in writing of the unit's status. The Airline shall be obligated to reimburse the County for the cost of all repairs necessitated by the Airline's negligent operation of the apparatus, or operation of the apparatus contrary to manufacturer's written instructions and recommendations.

9.2 Ground Power Receptacle.

9.2.1 Ground Power Receptacle. The County has a fully functioning Ground Power Receptacle installed on the ramp. The County licenses the Airline to utilize such Ground Power Receptacle in conjunction with the Airline's airport operations on a non-exclusive non-preferential basis with other authorized users thereof.

9.2.2 Responsibility for Use and Training. The County shall provide to all Airline personnel initial and periodic training on the use of the Ground Power Receptacle and associated equipment. When the Airline utilizes the Ground Power Receptacle, the Airline, not the County, shall be responsible for providing the personnel necessary to operate the Ground Power Receptacle. The Airline's personnel shall utilize the Ground Power Receptacle in conformance with all verbal and written operating instructions and recommendations promulgated by the manufacturer or the County. The Airline's personnel shall also abide by all rules and regulations promulgated by the County and other local, state and federal agencies having jurisdiction over the Airport, and by all other written and verbal directives of the County employees in their use and operation of the Ground Power Receptacle.

9.2.3 Maintenance and Repair of Ground Power Receptacle. The County shall be responsible for the maintenance and repair of the Ground Power Receptacle. The Airline shall perform any necessary checks of the Ground Power Receptacle before using it. If the Ground Power Receptacle needs maintenance or repair, the

Airline shall notify the Airport Manager or designee in writing of the receptacle's status. The Airline shall be obligated to reimburse the County for the cost of all repairs necessitated by the Airline's use of the Ground Power Receptacle contrary to manufacturer's or the County's written instructions and recommendations.

10. USE OF LOGOS.

10.1 Airport Logo. The Airport's logo, including the character Snoopy, shall not be used for any purpose without the express, prior written consent of Peanuts Worldwide LLC and the County.

10.2 Airline Logo. The Airline's logo shall not be used for any purpose without the express, prior written consent of the Airline.

11. IMPROVEMENTS PROPOSED BY THE AIRLINE.

11.1 Prior Approval Required. Prior to performing any work on or making any improvement to Premises, the Airline shall obtain all necessary permits, comply with all applicable environmental review or compliance requirements related to the proposed improvement, and prepare and file any necessary environmental documents. The Airline shall keep on file with the County copies of permits, environmental documents, and any other documents related to the Airline's improvements that are required by any governmental body.

11.1.1 Advance Written Approval. The Airline shall submit four (4) complete sets of all improvement plans to the Airport Manager for advance written approval. The Airline shall not change the plans without the Airport Manager's advance written approval.

11.1.2 Permits. The Airline shall obtain all permits required by law prior to performing work for which permits are required, and shall file copies of permits with the Airport.

11.1.3 Notice of Intent to Construct. The Airline shall provide ten (10) days advance written notice of its intent to construct improvements. This notice shall specify the location of all improvements. The Airport Manager may waive the ten (10) day notice requirement of this subparagraph.

11.1.4 Build to Plans. The Airline shall build all improvements in accordance with the plans submitted to the Airport Manager for approval and as approved by the permitting agency.

11.1.5 Signs. The Airline shall obtain the Airport Manager's prior written approval of the number, type, size, design and location of signs, logos, and any other promotional materials. Signs identifying and/or advertising the business of the Airline shall be substantially uniform in size, type and location with those of other Air Carriers.

11.2 Americans with Disabilities Act; Air Carrier Access Act.

11.2.1 The Airline shall be solely and fully responsible for ensuring that the Airline's operations, wherever the operations may occur at the Airport, and any improvements made by the Airline pursuant to Section 11, shall comply with the ADA and the ACAA. The Airline shall develop a work plan to correct or avoid any violations or non-compliance with the ADA or the ACAA. The Airline shall deliver to the County, upon the County's request, a copy of each such report and work plan. The County's approval of or acceptance of any aspect of the Airline's activities under this Agreement shall not be deemed or construed in any way as a representation that such item, activity or practice complies with the ADA or the ACAA. The Airline agrees to indemnify, defend, and hold the County harmless from any and all costs incurred by the County with respect to the Airline's failure to comply with the ADA or the ACAA for the Airline's operations or any improvements made by the Airline at the Airport.

11.2.2 The County shall comply with the ADA and the ACAA as may be applicable to any facilities constructed by the County and any improvements made by the County at the Airport.

12. MAINTENANCE, ALTERATIONS.

12.1 As-Is Condition. The Airline hereby acknowledges that, except as may be expressly set forth elsewhere in this Agreement, neither the County nor anyone acting for or on behalf of the County, has made any representation, warranty or promise to the Airline concerning the physical aspects or condition of any portion or part of the Exclusive Use Area, Joint Use Areas, Common Areas, or Premises or improvements, the feasibility, desirability or convertibility of the Exclusive Use Area into any particular use, the fixtures, the conditions of the soil, subsoils, ground water, or surface waters or the presence or absence of any toxic waste or hazardous substances or material, and that by entering into this Agreement the Airline has not relied on any representation, statement or warranty of the County, or anyone acting for or on behalf of the County, and that all matters concerning the Exclusive Use Area and Joint Use Areas shall be independently verified by the Airline, and that the Airline shall lease the Exclusive Use Area on the Airline's own examination thereof, AND THAT THE AIRLINE IS LEASING THE EXCLUSIVE USE AREA IN "AS IS" PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR. The Airline does hereby waive, with respect to conditions existing as of the date of this Agreement, and the County does hereby disclaim all warranties of any type or kind of description, with respect to conditions existing as of the date of this Agreement, including, without limitation, but only those with respect to conditions existing as of the date of this Agreement, those of fitness for particular purpose, tenantability, habitability and use. Except as set forth in this Agreement, the Airline hereby expressly assumes the risk that adverse physical conditions existing as of the date of this Agreement and the full extent thereof, may not be revealed by the Airline's inspections, reviews and studies of the Exclusive Use Area. It is an expressly bargained-for agreement herein that the Airline shall be responsible, at the Airline's sole cost and expense, for causing the improvements constructed by the Airline on the Exclusive Use Area to comply in all respects with all applicable federal, state or local laws, rules, ordinances, policies and guidelines, whether presently existing or enacted in the future.

12.2 Airline's Duty to Maintain Exclusive Use Area. Throughout the term, the Airline shall, at the Airline's sole cost and expense, maintain the Exclusive Use Area and all improvements, fixtures, and trade fixtures in good condition and repair, and in accordance with (a) all applicable federal, state and local laws, rules, ordinances, orders, regulations and other requirements, and (b) the requirements of all applicable insurance policies. The Airline's maintenance and repair obligations shall be absolute and total, except for any maintenance or repair work caused by or arising from the negligence or willful misconduct of the County, its agents, employees, or representatives, and that the County shall have no obligation or responsibility for such work, and that this provision has been specifically negotiated by the Parties and the rent payable by the Airline reflects this negotiation. Any Casualty Loss (as defined in subsection 12.3.2 below) to any part or portion of the Exclusive Use Area caused by the willful or negligent act or omission of the Airline or the Airline's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, shall be promptly repaired by the Airline at the Airline's sole cost and expense, to the satisfaction of the County. The County may (but shall not be obligated to) make any repairs that are not made by the Airline within a reasonable amount of time (except in the case of emergency when such repairs can be made immediately), and charge the Airline for the actual reasonable cost of such repairs as additional rent. The Airline shall be solely responsible for the design and function of all improvements constructed on the Exclusive Use Area by the Airline. Unless otherwise set forth in this Agreement, and excluding any improvement made by the Airline, as defined in Section 11 of this Agreement, the County shall be responsible for maintaining central heat and air conditioning systems, the roof, and for maintaining the structural portions of the Terminal Area, Exclusive Use Area, and the Common Areas.

12.3 Damage and Destruction. It is the intent of the Parties that the Airline shall be responsible for the repair and restoration of the Exclusive Use Area to its condition as of the Commencement Date of this Agreement, and any part thereof, in the event of any Casualty Loss, regardless of when it occurs during Agreement term. No damages, compensation or claim shall be payable by the County for any inconvenience, any interruption or cessation of the Airline's business, or any annoyance, arising from any damage to or any destruction of all or any portion of the Exclusive Use Area, except and excluding any damage or any destruction caused by the negligence or willful misconduct of the County, its officers, agents, employees or representatives. The Airline shall not receive any abatement in or reduction of rent as a result of any damage or destruction to the Exclusive Use Area or any loss of use of the Exclusive Use Area (or any part thereof) as a result thereof; provided, however, the Airline shall be entitled to a proportional abatement and reduction in rent during the entire period of any loss of use and/or

enjoyment of the Exclusive Use Area caused by the negligence or willful misconduct of the County, its officers, agents, employees, or representatives.

12.3.1 Damage During Term. The Airline shall promptly and diligently repair, restore and replace at its sole cost and expense any part of the Exclusive Use Area affected as required to maintain or comply with the terms of this Agreement, or to remedy any Casualty Loss to all or any part of the improvements (in no event shall such work be commenced later than one hundred eighty (180) days following such Casualty Loss). In the event of any Casualty Loss rendering either reasonable access to or use of the Exclusive Use Area commercially impracticable for two hundred seventy (270) days or more (based upon a certificate of an architect chosen and paid by the Airline and reasonably acceptable to the County), the Airline may elect, in its sole discretion, either (a) not to repair or restore the Exclusive Use Area after such Casualty Loss, and instead the Airline may by notice to the County elect to demolish and rebuild the damaged or destroyed Exclusive Use Area, or (b) to demolish the improvements constructed by the Airline and restore the Exclusive Use Area to its original condition, wear and tear excepted, on the Commencement Date and terminate this Agreement. The Airline shall make such election by providing the County written notice within sixty (60) days of the County accepting the certificate of the Airline's architect. In the event the Airline elects to demolish the improvements constructed by the Airline and restore the Exclusive Use Area to its original condition this Agreement shall be deemed terminated one hundred eighty (180) days following the Airline's election. Demolition shall be done in accordance with industry standards. The completed work of maintenance, compliance, repair, restoration or replacement shall be at least equal in cost to the original cost of the improvements, except as expressly provided to the contrary in this Agreement. The County shall not be required to furnish any services or facilities, or to make any repairs or alterations of any kind in or on the Exclusive Use Area. In the event that the Airline does not commence such repair or restoration within one hundred eighty (180) days of the Casualty Loss, the County may (but shall not be obligated to) undertake at the Airline's sole cost and expense (which shall be payable as additional rent) such repairs or restoration. The County's election to perform any obligation of the Airline under this provision on the Airline's failure or refusal to do so shall not constitute a waiver of any right or remedy for the Airline's default, and the Airline shall promptly reimburse, defend, and indemnify the County against all liability, loss, costs and expense (including attorneys' fees) arising from it. Nothing in this provision defining the duty of maintenance shall be construed as limiting any right given elsewhere in this Agreement to alter, modify, demolish, remove or replace any improvement, or as limiting provisions relating to condemnation or as otherwise set forth in this Agreement. Except where expressly provided otherwise in this Agreement, no deprivation, impairment or limitation of use resulting from any event or work contemplated by this Section 11.3 shall entitle the Airline to any offset, abatement, or reduction in rent nor to any extension of the term.

12.3.2 Definition of Casualty Loss. For purposes of this Agreement the term "Casualty Loss" shall mean any casualty, injury, damage, or destruction to the Exclusive Use Area or any part thereof.

12.4 Casualty Loss – Minimum Standards. In the event a Casualty Loss renders the Exclusive Use Area out of compliance with Airport's Minimum Standards in effect at the time the Casualty Loss occurs, the Airport Manager may grant a temporary waiver of Minimum Standards or applicable requirements of this Agreement, but the Airport Manager shall not be obligated to grant a temporary waiver.

13. OWNERSHIP OF IMPROVEMENTS.

13.1 During Term. All improvements constructed on the Exclusive Use Area by the Airline as permitted by this Agreement shall be owned by the Airline until expiration of the term and all extensions thereof. The Airline shall not, however, remove any improvements from the Exclusive Use Area during the term or any extension thereof, except as otherwise provided in this Agreement, unless immediately replaced with a substitute improvement of equal or greater value on a depreciated basis, nor waste or destroy any improvements on the Exclusive Use Area except as permitted by this Agreement.

13.2 Improvements - Treatment at End of Agreement. All improvements made by or for the Airline, whether temporary or permanent in character shall automatically at the end of the term, whether by expiration or earlier termination of this Agreement, become the County's property, and shall be surrendered to the County in good condition upon expiration of the term or termination of this Agreement without compensation to the Airline and without further instrument of transfer; provided, however, that the County, by notice to the Airline (in the manner provided in this Section), may specify all or any of the improvements and the Airline shall, at the Airline's sole

expense remove from the Exclusive Use Area such improvements (or that portion of the improvements required by the County to be removed by the Airline) and repair all damage to the Exclusive Use Area caused by such removal. The County shall provide the Airline with ninety (90) days written notice of any improvements requiring removals and all such improvements shall be removed within thirty (30) days of receipt of such notice. The Airline shall comply with the notice before the expiration date for normal termination, provided the County provided such notice at least ninety (90) days prior to the normal termination, and within ninety (90) days after receiving the notice in all other circumstances.

13.3 Trade Fixtures and Personal Property - Treatment at End of Agreement. On expiration or termination of Agreement, the Airline shall, without expense to the County, remove or cause to be removed on or before the expiration or termination of Agreement term any trade fixtures, items of furniture, equipment, freestanding cabinetry work, and other items of personal property. The Airline shall, at the Airline's sole expense, repair all damage or injury that may occur to the Exclusive Use Area caused by the Airline's removal of those items and shall restore the Exclusive Use Area to its original condition giving consideration to normal wear and tear of the Exclusive Use Area.

14. INSURANCE.

14.1 Airline's Duty to Maintain Insurance. With respect to operations under this Agreement, the Airline shall maintain insurance as described in Exhibit "L", which is attached hereto and incorporated into this Agreement by this reference.

14.2 County's Insurance - Cancellation of Insurance; Increase in Insurance Rates. The Airline shall not knowingly and intentionally do, bring, or keep anything that will cause a cancellation of any insurance covering the Airline's activities hereunder. If the rate of any insurance carried by the County specifically related to the Airline's operations under this agreement is increased as a result of the Airline's use, other than and except as authorized, permitted and/or contemplated by this Agreement, the Airline shall pay to the County within thirty (30) days before the date the County is obligated to pay a premium on the insurance or within thirty (30) days after the County delivers to the Airline a certified statement from the County's insurance carrier stating that the rate increase was caused by an activity of the Airline, except as authorized, permitted, and/or contemplated by this Agreement, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

15. INDEMNITY, EXCULPATION.

15.1 Indemnity. The Airline shall indemnify, hold harmless and defend the County, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, reasonable attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including the Airline, arising out of or in connection with any of the following circumstances:

(1) Offering, Providing, or Conducting Commercial Air Service by Airline.

(2) Use of Exclusive Use Area, Joint Use Areas, Common Areas, and Premises by the Airline or any authorized employee, agent, contractor, representative, subtenant, licensee or invitee, including any use of the Exclusive Use Area, Joint Use Areas, Common Areas, and Premises in manners not allowed under this Agreement.

(3) Use of the Airport outside of the Exclusive Use Area, Common Areas, and Premises by the Airline or any authorized employee, agent, contractor, affiliate or representative, invitee, subtenant, licensee, patron or contractor, and the agent, employee, invitee, subtenant, licensee, patron or contractor of any subtenant, provided such party whose act or omission caused such action, claim, damage disability or expense to arise was acting in the course of his/her duties or under the direct control of the Airline (or subtenant, as the case may be), including any use of the Airport in manners not allowed under this Agreement.

(4) Any breach by the Airline of the terms, covenants or conditions contained in this Agreement.

(5) Any other activities of the Airline, its agents, employees, assigns, contractors, subcontractors, and subtenants whether or not there is concurrent negligence on the part of the County, but excluding liability due to the

sole active negligence or sole willful misconduct of the County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the Airline or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

15.2 Exculpation of the County. Except as otherwise provided in this Agreement, the County, its officers, agents, and employees, shall not be liable to the Airline for any loss or damage to the Airline or the Airline's property from any cause. The Airline expressly waives all claims against the County, its officers, agents, and employees, for injury or damage to person or property arising for any reason, unless such injury or damage is caused by or due to the breach of the terms, covenants or conditions or this Agreement or the negligence or willful misconduct of the County, its authorized employees, agents, contractors or representatives.

16. ASSIGNMENT AND SUBLEASING.

The Airline shall not assign or transfer this Agreement or any interest in this Agreement, and shall not sublet all or any portion of the Exclusive Use Area, Joint Use Areas, Common Areas, or Premises without the prior written consent of the County, and this Agreement or any interest in this Agreement shall not be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise without the prior written consent of the County, which consent shall not be unreasonably withheld.

17. PUBLIC RECORDS.

The Airline understands that written information submitted to and/or obtained by the County from the Airline related to this Agreement, either pursuant to this Agreement or otherwise, may be open to inspection by the public pursuant to the California Public Records Act (Government Code sections 6250, *et seq.*) as now in force or hereafter amended, or any act in substitution thereof. The County will make reasonable efforts, within the limits of applicable law, to protect such information as may be deemed proprietary in nature and exempted from release to members of the public.

18. NOTICES.

18.1 Notices; Method of Delivery. All notices (including requests, demands, approvals, or other communications) under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

(1) When personally delivered to the recipient, notice is effective on delivery.

(2) When mailed first class to the last address of the recipient known to the Party giving notice, notice is effective on delivery.

(3) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.

(4) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.

18.2 Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

18.3 Addresses. Addresses for purposes of giving notice are set forth below. Either Party may change its address or fax number by giving the other Party written notice of the change.

County: Airport Manager
Charles M. Schulz – Sonoma County Airport
2290 Airport Boulevard
Santa Rosa, CA 95403

Airline: United Airlines, Inc.
Attention: _____
_____
_____, __ _____
Fax: ___-___-____

19. MEDIATION.

19.1 Mediation of Disputes. The Parties agree to use good faith efforts to attempt to resolve any dispute arising out of or related to this Agreement through mediation. Any decision of the mediator shall be non-binding, and for purposes of this Agreement, the Parties shall mediate until the mediator determines that there is an impasse in order to fulfill their obligations under this Section.

19.2 Qualifications of Mediator. The mediator shall be experienced in mediating airport and airline operational issues and shall be mutually agreed upon by both parties.

19.3 Venue. Hearings shall be held in Santa Rosa, California or another venue determined by mutual agreement of the Parties.

19.4 Demand and Limitation on Claims. Any demand for mediation must be made in writing to the other Party. No demand for mediation may be made after the date on which the institution of civil legal proceedings based on the claim, dispute, or other matter is barred by the applicable statute of limitations.

19.5 Costs and Fees of Mediator. Costs and fees of the mediator shall be borne equally by the Parties.

20. MISCELLANEOUS PROVISIONS.

20.1 Joint and Several Obligations. If the Airline consists of more than one person or entity, the obligation of all such persons is joint and several.

20.2 Captions. The captions of the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.

20.3 Gender. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the masculine and neuter, and each includes corporation, partnership or other legal entity when the context so requires.

20.4 Singular and Plural. The singular number includes the plural wherever the context so requires.

20.5 Exhibits, Addenda. All exhibits and addenda to which reference is made in this Agreement are incorporated in this Agreement by the respective references to them, whether or not they are actually attached, provided that they have been signed or initialed by the Parties. Reference to the "Agreement" includes matters incorporated by reference.

20.6 Merger. This Agreement is intended both as the final expression of the Agreement between the Parties hereto with respect to the included terms, and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure §1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both Parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by either Party. Each Party has relied on its own examination of this Agreement, the counsel of its own advisors, and the warranties,

representations, and covenants in the Agreement itself. This Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement. The failure or refusal of either Party to inspect the Exclusive Use Area before commencing its operation on the Premises, to read Agreement or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

20.7 Successors. Subject to the provisions of this Agreement on assignment and subletting, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective Parties.

20.8 Applicable Law and Forum. This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

20.9 Covenants and Conditions. All provisions of this Agreement, whether covenants or conditions on the part of the Airline, shall be deemed to be both covenants and conditions and such covenants shall survive termination.

20.10 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

20.11 No Discrimination. The Airline shall comply with all applicable federal, state laws, rules and regulations relating to non-discrimination in employment and services because of race, color, ancestry, national origin, religion, sex, marital status, sexual orientation, age, medical condition and handicap.

20.12 AIDS Discrimination. The Airline has reviewed the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment and services because of AIDS or HIV infection. The Airline agrees to comply with such provisions during the term of this Agreement.

20.13 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the Parties do not intend to create any rights in third parties.

20.14 Construction of Agreement; Severability. To the extent allowed by law, the terms, covenants, conditions, provisions and agreements in this Agreement shall be construed and given effect in a manner that avoids any violation of statute, regulation or law. The County and the Airline covenant and agree that in the event any term, covenant, condition, provision or agreement in this Agreement is held to be invalid or void by court of competent jurisdiction, the invalidity of any such term, covenant condition, provision or agreement shall in no way affect any other term covenant, condition provision or agreement in this Agreement.

20.15 Relationship. The Parties by entering this Agreement do not intend to create a partnership, joint venture, or joint enterprise.

20.16 Waiver of Jury Trial. The Airline and the County hereby waive any right to a trial by jury in any litigation arising under this Agreement.

20.17 Standards of Consent. Unless a different standard is expressly set forth in this Agreement, any time the County's consent is required, the County shall not unreasonably withhold such consent.

20.18 Good Faith. The County and the Airline shall at all times act in good faith in connection with the exercise and discharge of their respective rights and obligations under this Agreement.

20.19 Recording. This Agreement shall not be recorded. However, either Party may record a memorandum of this Agreement, provided both Parties consent to the form thereof, with consent shall not be unreasonably withheld, conditioned or delayed and filing and like charges shall be paid by the requesting Party.

20.20 Counterparts. This Agreement may be executed in more than one counterpart, each of which when so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument. This Agreement may also be executed by delivery by fax to the Parties set forth above of an executed counterpart original of this Agreement. The Parties shall thereafter exchange the original documents bearing original signatures, but the failure to do so shall not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed this Agreement as of the Effective Date.

AIRLINE: _____
a _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

COUNTY: THE COUNTY OF SONOMA, a political subdivision of the State of California

By: _____
Supervisor Shirlee Zane, Chair
Board of Supervisors

ATTEST:

_____,
County Clerk and ex officio
Clerk of the Board of Supervisors

CERTIFICATES OF INSURANCE ON
FILE WITH DEPARTMENT:

_____
Jon G. Stout, AAE, CAE, Airport Manager

APPROVED AS TO SUBSTANCE
FOR COUNTY:

_____
Susan Klassen
Director of Transportation and Public Works

APPROVED AS TO FORM FOR
Airline:

_____
_____, Counsel
For Airline

APPROVED AS TO FORM FOR
FOR COUNTY:

_____
Deputy County Counsel

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 23
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 6, 2017	**Vote Requirement:** Majority
Department or Agency Name(s): Transportation and Public Works	
Staff Name and Phone Number:	**Supervisorial District(s):**
Susan Klassen (707) 481-0124	5

Title: Americans with Disabilities Act Phase 3 Project – Occidental Sidewalk and Accessibility Improvements

Recommended Actions:

Approve Resolution authorizing the Chair to execute a Right of Way Contract for a partial fee simple purchase, authorizing a payment of $1,750.00, which includes $0 for severance damages; authorizing transfer of taxes on said land; and authorizing refunds, if applicable, pursuant to §5096 of the Revenue and Taxation Code; lands of The Roman Catholic Bishop of Santa Rosa, a Corporation Sole. Project No. C18001.

Executive Summary:

The Department of Transportation and Public Works is requesting the Board of Supervisors approve a resolution for, and authorize the Chair to execute a Right of Way Contract – Public Highway, for the purchase of a small strip of land required for the Occidental Americans with Disabilities Act Improvements Phase 3 project. The project is the result of a settlement agreement between Holylnn Delil and the County of Sonoma. The project will construct sidewalk and accessibility improvements at various locations in the Town of Occidental that include sidewalks, sidewalk ramps, and various road and parking lot pavements into compliance with Americans with Disabilities Act standards and provide safer access for all pedestrians within the commercial downtown area of the community of Occidental.

Project construction is expected to begin in summer 2017. No other properties require right-of-way acquisition.

Discussion:

The Roman Catholic Bishop of Santa Rosa property is an 8,798 square foot lot located a few blocks north of the downtown area of Occidental between Graton Road and Occidental Road. The site fronts Bohemian Highway on its westerly property line. The property is improved with a single family dwelling and

according to public records, the building is comprised of 1,658 square feet. The project requires a strip of land comprising 57 square feet along the property's frontage within an existing driveway.

The property owner has signed a Right of Way Contract and a Grant Deed conveying fee simple title to the County of Sonoma for purchase price of $1,750.

This Project is funded with Road Division Capital Improvement funds. California Environmental Quality Act environmental clearance was obtained on October 27, 2016 for this project. If this purchase is not approved, it could cause significant delays in project schedule as alternative methods of acquiring the necessary right of way such as eminent domain proceedings could become necessary. That could cause further damages being awarded to Holylynn Delil if the defined project schedules in the settlement agreement are not met.

Prior Board Actions:

11/15/2016 Board awarded Contract for Graton ADA Improvements Phase 2; 10/20/15 Board awarded Contract for Graton ADA Improvements Phase 1; 3-10-15 Board approved Settlement Agreement between Hollynn Delil and the County of Sonoma

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

The project invests in the future by improving accessibility in the Town of Occidental

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses	1,750		
Additional Appropriation Requested			
Total Expenditures	**1,750**		
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance	**1,750**		
Contingencies			
Total Sources	**1,750**		

Narrative Explanation of Fiscal Impacts:

Appropriations for the project are included the FY 16/17 Road Division Capital Improvements budget utilizing available road fund balance.

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Resolution; Resolution Exhibit A; Location Map; Acquisition Map; Agreement; Certificate of Acceptance			
Related Items "On File" with the Clerk of the Board:			
Grant Deed			

County of Sonoma
State of California

Item Number: _____

Date: June 6, 2017 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Execution of One (1) Right of Way Contract – Public Highway; Authorizing a Payment totaling $1,750, including $-0- Severance for the Herein Described Conveyance from The Roman Catholic Bishop of Santa Rosa, a Corporation Sole; Authorizing Proration and Transfer of Taxes on Said Lands; and Authorizing Refunds, if Applicable Pursuant to §5096 of the Revenue and Taxation Code; Americans with Disabilities Act (ADA) Phase 3 Project, Occidental; lands of The Roman Catholic Bishop of Santa Rosa, a Corporation (APN: 074-300-033); Project C18001.

Whereas, a Right of Way Contract dated April 24, 2017 and a copy of a Grant Deed dated April 24, 2017, conveying land described therein to the County of Sonoma, a Political Subdivision of the State of California, has been tendered to this Board of Supervisors by The Roman Catholic Bishop of Santa Rosa, a Corporation Sole; and

Whereas, the County of Sonoma is desirous of securing said land for a sidewalk improvement project along sections of Bohemian Highway in Occidental.

Now, Therefore. Be It Resolved that the Board does hereby accept said deed according to terms set forth herein.

Now, Therefore, Be It Resolved that the Chair of the Board be and hereby is authorized and directed to execute the Right of Way Contract – Public Highway in connection with said conveyance to the County of Sonoma, a Political Subdivision of the State of California.

Be It Further Resolved that the financial consideration for said property purchase totals $1,750.

Be It Further Resolved that as part of the total financial consideration above, the County Auditor and Treasurer be and hereby are authorized and directed to draw their warrant on the Roads Budget, in the sum of $1,750 payable to First American Title Company, Escrow No. 4904-5200748 payable to The Roman Catholic Bishop of Santa Rosa, a Corporation Sole; said sum representing the financial consideration agreed upon in connection with the herein described conveyance.

Be It Further Resolved that pursuant to §4986 and §5096 of the Revenue and Taxation Code of the State of California, the County Auditor and Assessor be and hereby are authorized and directed to prorate, transfer and refund (if applicable) the taxes as of this date on the herein described lands conveyed to the County of Sonoma more particularly described as follows:

See Exhibit “A”

Be It Further Resolved that the County Recorder be and hereby is authorized to record said deed at no cost to the County as provided under Government Code 6103.

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.

EXHIBIT A

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LAND OF ROMAN CATHOLIC BISHOP OF SANTA ROSA, A CORPORATION SOLE, AS DESCRIBED BY DEED RECORDED AS BOOK 2067 OFFICIAL RECORDS PAGE 367, SONOMA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON PIPE AT THE NORTHEAST CORNER OF PARCEL ONE AS SHOWN ON PARCEL MAP NO. 2163, RECORDED IN BOOK 152 OF MAPS PAGE 32, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTH LINE OF SAID PARCEL ONE, SOUTH 70°14'02" WEST 109.36 FEET TO THE **TRUE POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 70°14'02" WEST 2.03 FEET TO THE NORTHWEST CORNER OF SAID PARCEL ONE; THENCE LEAVING SAID NORTH LINE AND ALONG THE WESTERLY LINE OF SAID PARCEL ONE SOUTH 27°28' EAST 29.64 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 19°22'21" EAST 2.75 FEET; THENCE NORTH 27°28' WEST 27.48 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 57 SQUARE FEET, MORE OR LESS.

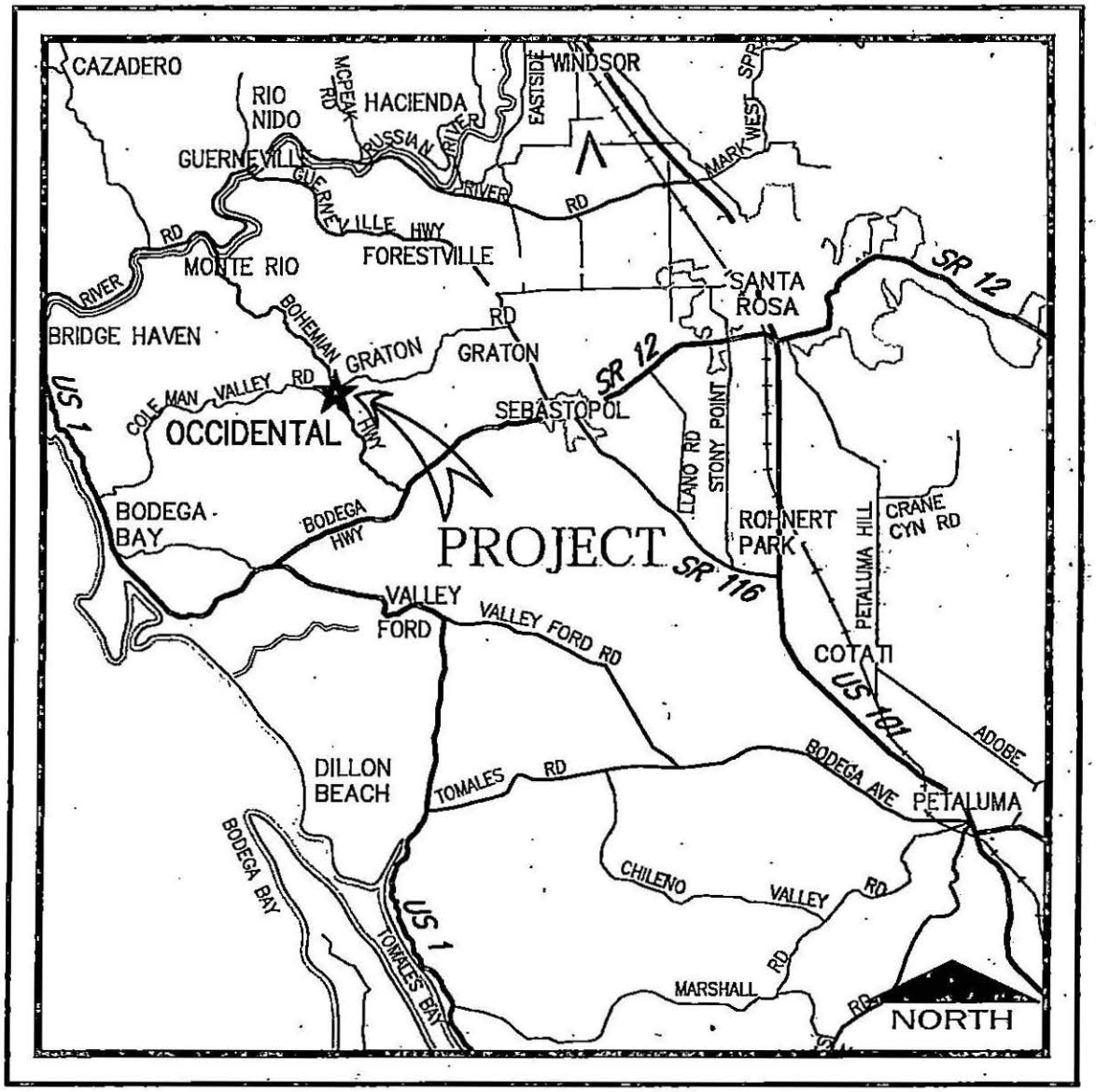
APN: 074-300-033 DATE: JULY 22, 2016

PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS JOB NO.: 4177

PROJECT LOCATION MAP

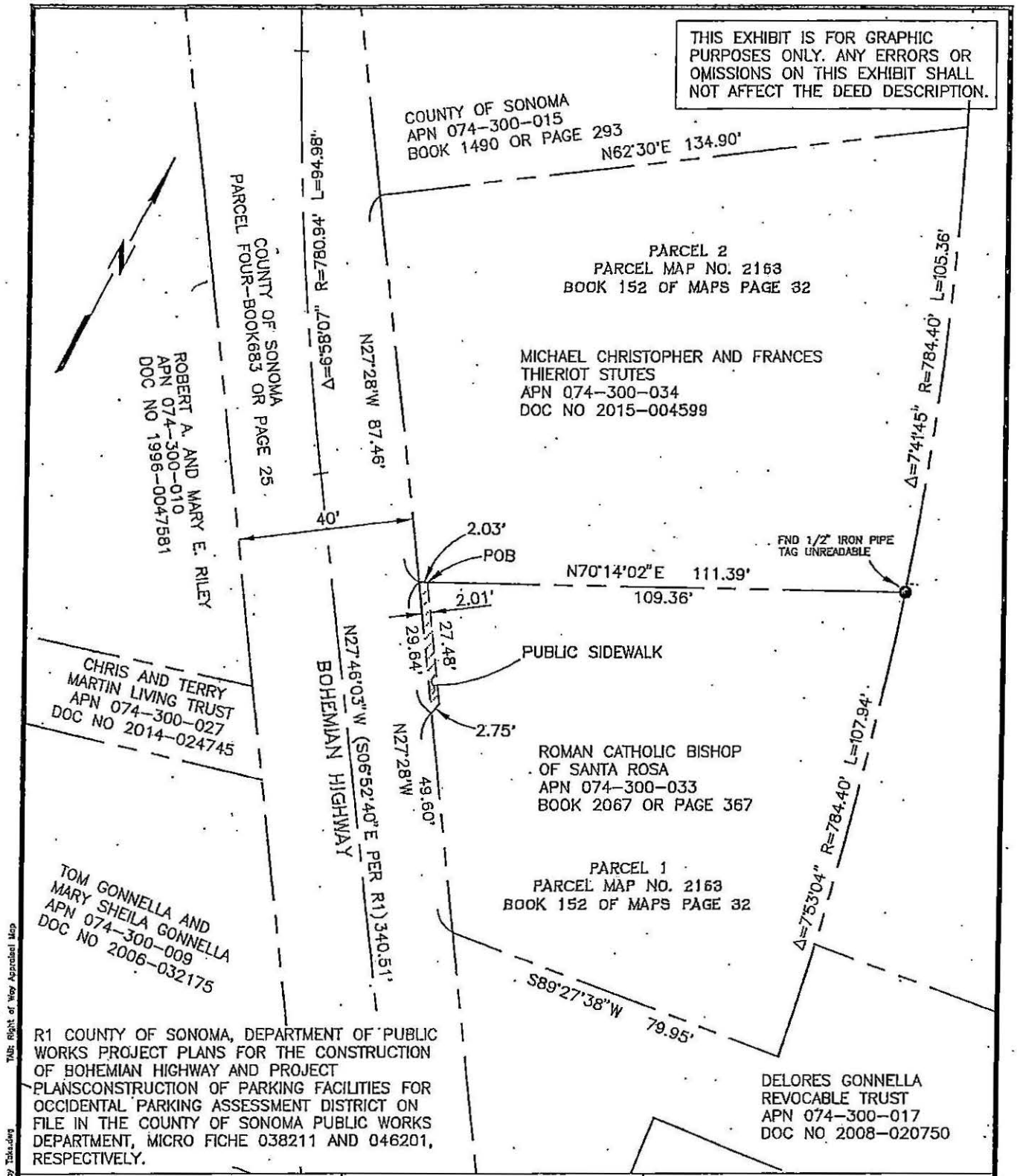
AMERICANS WITH DISABILITIES ACT (ADA) PHASE 3 PROJECT

OCCIDENTAL, CA



NOT TO SCALE

EXHIBIT B



R1 COUNTY OF SONOMA, DEPARTMENT OF PUBLIC WORKS PROJECT PLANS FOR THE CONSTRUCTION OF BOHEMIAN HIGHWAY AND PROJECT PLANSCONSTRUCTION OF PARKING FACILITIES FOR OCCIDENTAL PARKING ASSESSMENT DISTRICT ON FILE IN THE COUNTY OF SONOMA PUBLIC WORKS DEPARTMENT, MICRO FICHE 038211 AND 046201, RESPECTIVELY.

OWNER AND MAILING ADDRESS	PROPERTY AREAS	COUNTY OF SONOMA
ROMAN CATHOLIC BISHOP OF SANTA ROSA P.O. BOX 339 OCCIDENTAL, CA 95465-0339 C/O ST. PHILIP RECTORY	TAKE: 57 SQ. FT.± REMAINDER: 8741 SQ. FT. ± TOTAL: 8798 SQ. FT. ±	PUBLIC SIDEWALK
A.P. No. 074-300-033 BOOK 2067 OR PAGE 367	COUNTY ACQUISITION DEED O.R. No.	SCALE: 1"=30' DATE: JULY 2016 DWN. APPROVED FILE No. CHK. R.

DATE story \4177\map\4177-Right of Way Take.dwg TAB: Right of Way Appraisal Map

COUNTY OF SONOMA
DEPT. OF TRANSPORTATION AND PUBLIC WORKS
Santa Rosa, California

April 10, 2017

Owner: The Roman Catholic Bishop of Santa Rosa, a Corporation Sole
A.P. Number: 074-300-033
Project Name: Americans with Disabilities Act (ADA) Phase 3 Project – Occidental, CA
County Project No.: C18001

RIGHT OF WAY CONTRACT - PUBLIC HIGHWAY

Exhibit A, in the form of a Grant Deed covering the property particularly described in the above instrument, has been executed and delivered to Sonoma County Department of Transportation and Public Works on behalf of the acquiring agency, the County of Sonoma ("County").

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Sonoma of all further obligation or claims on the account, or on account of the location, grade or construction of the proposed public improvement.

   (B) Grantee requires said property described in Exhibit A, and depicted in Exhibit B for County sidewalk purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.

   (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. The County of Sonoma shall:

(A) Pay the undersigned Grantor the sum of $1,750 for the property interest and appurtenances therein, conveyed by the above document when title to said property interest vests in the County of Sonoma free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

b. Covenants, conditions, restrictions and reservations of record, or contained in the above referenced document.

c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

d. Such matters as may be waived by the County of Sonoma's Right of Way Manager, or designated representative.

(B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.

(C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

3. Any or all monies payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s) be made payable to the mortgage(s) or beneficiary(s) entitled thereunder; said mortgage(s) or beneficiary(s) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

4. Grantor hereby authorizes County to prepare and file escrow instructions in accordance with this Contract on behalf of both parties. This transaction will be handled by First American Title Company, 627 College Avenue, Santa Rosa, CA 95404; Escrow No. 4904-5200748.

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the permanent property rights being purchased by the County of Sonoma, including the right to remove and dispose of improvements, shall commence upon acceptance of this contract by the Sonoma County Board of Supervisors and deposit of funds in escrow controlling this transaction, or upon the close of escrow, whichever occurs first, and that the amount of $1,750 includes, but is not limited to, full payment for such possession and use and damages, if any, from said date for any claims of loss or damage of any nature arising from the conveyance described herein, or from the location, grade, or construction within the proposed improvement.

6. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor further agrees to hold the County of Sonoma harmless and reimburse the County of Sonoma for any and all of their losses and expenses

occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.

7. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.

8. At no expense to the Grantor and at the time of the project construction, County shall construct the following improvements as shown on approved plans on file with the Department of Transportation and Public Works:

All site improvements and utilities located within the proposed acquisition areas will be repaired, replaced or relocated as a cost to the project unless otherwise accounted for herein.

9. All work done under this agreement shall conform to all applicable building, fire, and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the County of Sonoma, shall be left in as good condition as found.

10. The Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the property which may have occurred prior to Grantor taking title to the property.

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under federal or state law, the County may elect to recover its clean-up costs from those who caused or contributed to the contamination.

11. County agrees to indemnify and hold harmless Grantor from any liability arising out of County's operations under this agreement. County further agrees to assume responsibility for any damages proximately caused by reason of County's operations under this agreement and County will, at its option, either repair or pay for such damage.

12. This agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this agreement.

13. Grantor understands that this agreement is subject to the approval of the Sonoma County Board of Supervisors. Further, that this agreement shall have no force or effect unless and until said approval has been obtained.

14. In the event of a breach of this agreement by Grantor, County shall be entitled to pursue any and all remedies available to it against Grantor, including without limitation, claims for all damages attributable to Grantor's breach, and specific performance of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

By GRANTOR this 24 day of April, 2017.

By COUNTY this ____ day of _____, 20____.

GRANTOR: Roman Catholic Bishop of Santa Rosa, a Corporation Sole

By: Robert F. Vasa

Robert F. Vasa
PRINTED NAME

Its: President
TITLE

COUNTY OF SONOMA:

By: _____
Chair, Board of Supervisors

Attest:

By: _____
Clerk, Board of Supervisors

Reviewed as to Substance:

By: _____
Director, Department of
Transportation and Public Works

Date: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

By: Kathy Wood
Right of Way Manager

Date: 5/4/17

By: _____
Project Engineer

Date: _____

EXHIBIT A

GRANT DEED

RECORDING REQUESTED BY

COUNTY OF SONOMA

WHEN RECORDED, RETURN TO
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for public works project.

GRANT DEED

THE ROMAN CATHOLIC BISHOP OF SANTA ROSA, A CORPORATION SOLE

GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

ROMAN CATHOLIC BISHOP OF SANTA ROSA,
A CORPORATION SOLE

By:_____

_____
PRINTED NAME

Its: _____
TITLE

Dated_____, 20_____

EXHIBIT A

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LAND OF ROMAN CATHOLIC BISHOP OF SANTA ROSA, A CORPORATION SOLE, AS DESCRIBED BY DEED RECORDED AS BOOK 2067 OFFICIAL RECORDS PAGE 367, SONOMA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

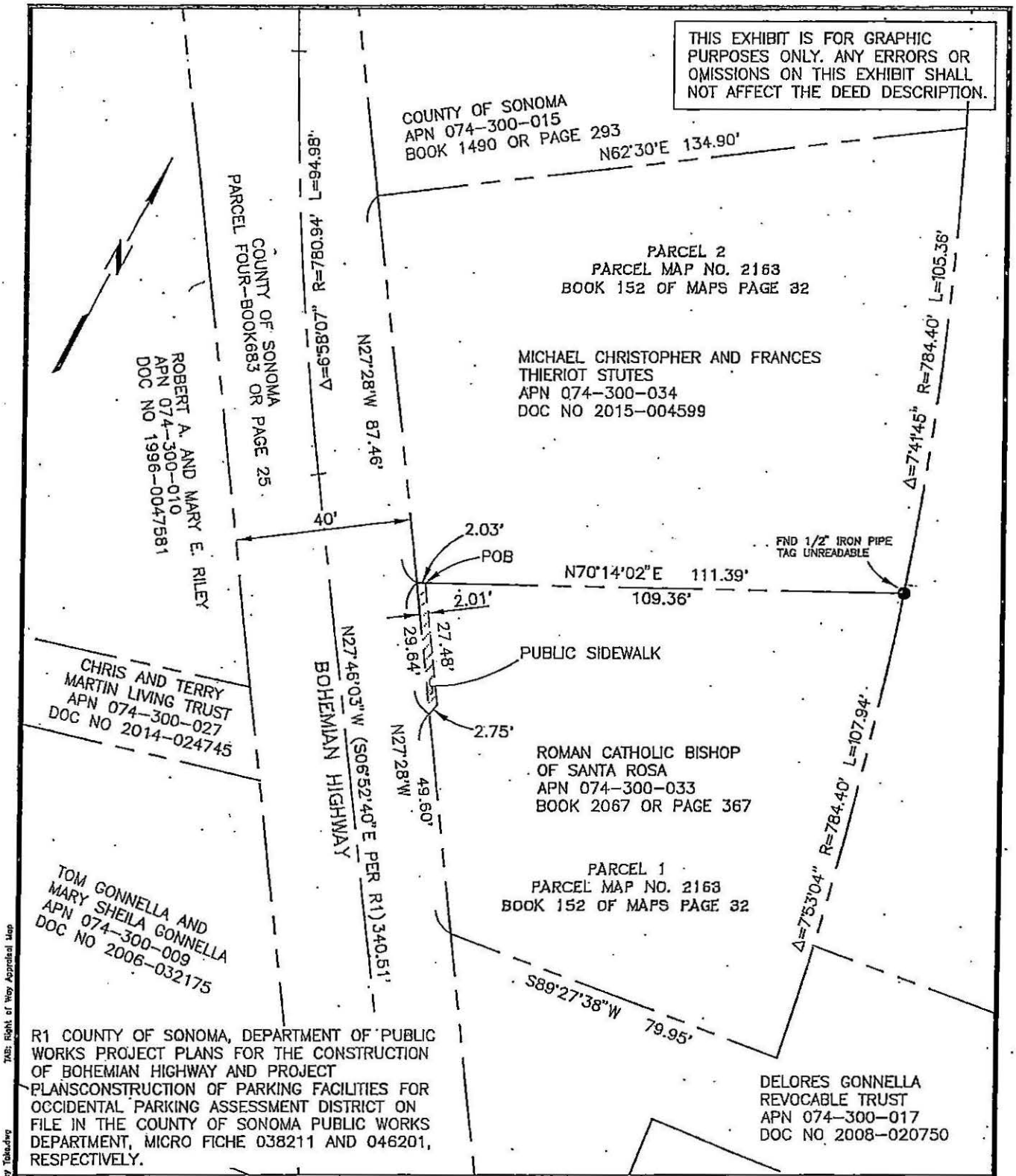
COMMENCING AT A FOUND 1/2" IRON PIPE AT THE NORTHEAST CORNER OF PARCEL ONE AS SHOWN ON PARCEL MAP NO. 2163, RECORDED IN BOOK 152 OF MAPS PAGE 32, SONOMA COUNTY RECORDS; THENCE ALONG THE NORTH LINE OF SAID PARCEL ONE, SOUTH 70°14'02" WEST 109.36 FEET TO THE **TRUE POINT OF BEGINNING** OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 70°14'02" WEST 2.03 FEET TO THE NORTHWEST CORNER OF SAID PARCEL ONE; THENCE LEAVING SAID NORTH LINE AND ALONG THE WESTERLY LINE OF SAID PARCEL ONE SOUTH 27°28' EAST 29.64 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 19°22'21" EAST 2.75 FEET; THENCE NORTH 27°28' WEST 27.48 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 57 SQUARE FEET, MORE OR LESS.

APN: 074-300-033 DATE: JULY 22, 2016

PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS JOB NO.: 4177

EXHIBIT B



R1 COUNTY OF SONOMA, DEPARTMENT OF PUBLIC WORKS PROJECT PLANS FOR THE CONSTRUCTION OF BOHEMIAN HIGHWAY AND PROJECT PLANSCONSTRUCTION OF PARKING FACILITIES FOR OCCIDENTAL PARKING ASSESSMENT DISTRICT ON FILE IN THE COUNTY OF SONOMA PUBLIC WORKS DEPARTMENT, MICRO FICHE 038211 AND 046201, RESPECTIVELY.

OWNER AND MAILING ADDRESS	PROPERTY AREAS	COUNTY OF SONOMA
ROMAN CATHOLIC BISHOP OF SANTA ROSA P.O. BOX 339 OCCIDENTAL, CA 95465-0339 C/O ST. PHILIP RECTORY	TAKE: 57 SQ. FT.± REMAINDER: 8741 SQ. FT. ± TOTAL: 8798 SQ. FT. ±	PUBLIC SIDEWALK
A.P. No. 074-300-033 BOOK 2067 OR PAGE 367	COUNTY ACQUISITION DEED O.R. No.	SCALE: 1"=30' DATE: JULY 2016 DWN. APPROVED FILE No. CHK. R.

TAB: Right of Way Appraisal Map
story \4177\mxp\4177-Right of Way Takeaway
DATE

CERTIFICATE OF ACCEPTANCE – (Government Code §27281) – This is to certify that the interest in real property conveyed by a Grant Deed, dated April 24, 2017, from The Roman Catholic Bishop of Santa Rosa, a Corporation, to the County of Sonoma, a Political Subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of the County of Sonoma on _____, 2017, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20_____

By:_____
Chair of the Board of Supervisors of
Sonoma County

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 24
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	June 6, 2017
Vote Requirement:	Majority
Department or Agency Name(s):	Board of Supervisors
Staff Name and Phone Number:	Supervisor Lynda Hopkins 565-2241
Supervisorial District(s):	Fifth District
Title:	Re-appointment

Recommended Actions:

Re-appoint Eric Koenigshofer to the Agricultural Preservation & Open Space District Fiscal Oversight Commission for a four-year term from February 26, 2017, to February 25, 2021. (Fifth District)

Executive Summary:

Discussion:

Prior Board Actions:

Eric Koenigshofer is an incumbent member of the Fiscal Oversight Commission.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
None.
Related Items "On File" with the Clerk of the Board:
None.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 25
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	June 6, 2017
Vote Requirement:	Majority
Department or Agency Name(s):	Board of Supervisors
Staff Name and Phone Number:	Supervisor David Rabbitt 565-2241
Supervisorial District(s):	Second District
Title:	Re-appointment

Recommended Actions:

Re-appoint Todd Mendoza to the Agricultural Preservation & Open Space District Fiscal Oversight Commission for a four-year term from June 17, 2017, to June 16, 2021. (Second District)

Executive Summary:

Discussion:

Prior Board Actions:

Todd Mendoza is an incumbent member of the Fiscal Oversight Commission.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
None.
Related Items "On File" with the Clerk of the Board:
None.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 26
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	June 6, 2017
Vote Requirement:	Majority
Department or Agency Name(s):	Board of Supervisors
Staff Name and Phone Number:	Supervisor Lynda Hopkins 565-2241
Supervisorial District(s):	Fifth District
Title:	Appointment

Recommended Actions:

Appoint Jacob Bayless to the Bicycle Pedestrian Advisory Committee for a two-year term beginning June 6, 2017, and ending June 5, 2019. (Fifth District)

Executive Summary:

Discussion:

Prior Board Actions:

None.

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
None.
Related Items "On File" with the Clerk of the Board:

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 27
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: June 6, 2017

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane
(707) 565-2241

Supervisorial District(s):

Third District

Title: Appointment

Recommended Actions:

Approve appointment of Tawny Tesconi to Agricultural Preservation and Open Space District Advisory Committee, Agricultural Representative, for a term of two years, beginning June 6, 2017, and ending June 6, 2019. (Third District)

Executive Summary:

Approve appointment of Tawny Tesconi to Agricultural Preservation and Open Space District Advisory Committee, Agricultural Representative, for a term of two years, beginning June 6, 2017 and ending June 6, 2019. (Third District)

Discussion:

Prior Board Actions:

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Related Items "On File" with the Clerk of the Board:

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 28
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 6, 2017

Vote Requirement: Majority

Department or Agency Name(s): Human Services, District Attorney, Sheriff

Staff Name and Phone Number:

Human Services: Gary Fontenot, 565-5931
District Attorney: Jill Ravitch, 565-2311
Sheriff: Thomas Peirsol, 565-7697

Supervisorial District(s):

Title: Elder and Dependent Adult Abuse Awareness Month

Recommended Actions:

Adopt a resolution designating June 2017 as Elder and Dependent Adult Abuse Awareness Month in Sonoma County

Executive Summary:

The Sonoma County Human Services Department requests that the Board of Supervisors designate June 2017 as Elder and Dependent Adult Abuse Awareness Month in Sonoma County. In 2016, the California Association of Area Agencies on Aging (C4A) created and sponsored the "Know Abuse, Report Abuse" campaign in collaboration with a number of statewide organizations, including the County Welfare Directors Association (CWDA). The campaign strives to educate Californians about the different types of abuse, how to recognize and report abuse to local Adult Protective Services (APS) agencies, Long-Term Care Ombudsman and local law enforcement. Sonoma County agencies will conduct a local awareness effort during Elder and Dependent Adult Abuse Awareness Month.

Discussion:

During June, in recognition of Elder and Dependent Adult Abuse Awareness Month, cities across Sonoma County will display banners asking, "Notice a Senior in Crisis?" and including hotline numbers for both Adult Protective Services and the Senior Advocacy Services Ombudsman Program. In addition, all senior centers in the County will display purple flags representing each case of elder abuse reported in 2016 in their respective communities. The Elder Justice Coalition Community Speakers group will conduct presentations titled "Fraud, Scams and Other Types of Abuse" to community groups, churches, retirement communities, and other interested groups. *Sonoma Seniors Today*, published by the Council on Aging, and several senior center newsletters will feature articles on the incidence and prevention of

elder and dependent adult abuse. If approved, Supervisor Shirlee Zane (Third District) will present a Gold Resolution from the Board of Supervisors supporting Elder and Dependent Adult Abuse Awareness Month at the June 8th convening of the Sonoma County Elder Justice Coalition, at 3:00 p.m., in the Sheriff's Conference Room. Supervisor Zane, Sonoma County District Attorney Jill Ravitch and Gary Fontenot, representing the Human Services Department, will welcome coalition partners from law enforcement, hospitals, the Ombudsman Program, legal services, financial institutions, homeless shelters, among other organizations that serve victims.

No single agency can provide all of the care and services needed to address the growing problem of elder and dependent adult abuse. In the past 10 years, reports of suspected elder abuse have risen by 110%. Sonoma County's Elder Justice Coordinator (Coordinator), funded by the Victims of Crime Act (VOCA) through the California Office of Emergency Services (Cal-OES), is working to strengthen the current safety net of community-based services and supports. The Coordinator's efforts to date have included coordinating elder abuse awareness events, organizing the June 8 Elder Justice Coalition convening, scheduling two elder abuse trainings in Fall 2017 for law enforcement, working with the Financial Abuse Specialist Team, and working to enhance the Santa Rosa and Petaluma Elder Abuse Multidisciplinary Teams.

Adult Protective Services, the Long-Term Care Ombudsman, the District Attorney's Office, the Sheriff's Office and community volunteers are among the Elder Justice Coalition members that are working to collaborate in bringing a more comprehensive response to individual victims of elder and dependent adult abuse.

Adult Protective Services

Elder abuse investigation and prevention are the responsibility of the Human Services Department, Adult and Aging Services Division. Through its 24-hour hotline, Adult Protective Services received 4,763 reports of suspected elder and dependent adult abuse in calendar year 2016. The trend for 2017 indicates that the number of reports will continue to grow. Adult Protective Services is staffed by Human Services Department social workers as well as Department of Health Services staff co-located at Adult and Aging Services Division.

Long-Term Care Ombudsman

Senior Advocacy Services Ombudsman Program responded to 793 reports of elder abuse and neglect in licensed care facilities in Sonoma County in calendar year 2016. The residents were able to obtain resolution for their complaints more than 85% of the time by working with the state certified Ombudsman staff and volunteer Ombudsman advocates. Additionally, the staff and volunteer Ombudsman provided more than 6,600 informational and referral consultations to long-term care residents and the community. The Program also conducted elder abuse outreach and education to the community through 26 community presentations.

District Attorney's Office

The Sonoma County District Attorney's office works closely with Adult Protective Services, law enforcement and other community organizations to ensure that elder abuse investigations and prosecutions are prioritized and that elder crime victims are treated with dignity. The office has

appointed a chief deputy district attorney, two full-time deputy district attorneys, a district attorney investigator and two elder advocates to the District Attorney's Elder Protection Unit. Members of the Elder Protection Unit participate in the Financial Abuse Specialist Team and the Santa Rosa and Petaluma Elder Abuse Multidisciplinary Team meetings. The District Attorney's office also participates in the Elder Justice Coalition's Speakers Group, speaking with elder groups and public service organizations on a regular basis to educate seniors about the risks of fraud, undue influence, physical and social isolation, assault and neglect. In April 2017, the speakers group delivered training for the Sonoma County Ombudsman Program in collaboration with Legal Aid of Sonoma County. In Fall 2017, they will provide education at the two law enforcement trainings organized by the Elder Justice Coordinator and training for attorneys on prosecuting elder financial abuse sponsored by the Sonoma County Bar Association. When crimes are committed against an elder, the District Attorney's office and law enforcement partners aggressively pursue justice in the courts, including protective orders to help keep elder victims safe, obtain court-ordered restitution, counseling and other services. The District Attorney has worked closely with Human Services to provide legal services aimed at maintaining elder safety and hired a Care Coordinator who works out of the Family Justice Center to guide elder victims to critical community resources. As a result of these and other successful collaborative efforts, more elders in Sonoma County are receiving the security, services, and support they need to lead healthy, productive lives.

Sheriff's Office

The Sheriff's office takes elder abuse very seriously and is committed to collaborative efforts to prevent these cases. The Sheriff's office aggressively investigates any and all allegations of elder abuse and works with the District Attorney's office to bring those guilty of preying on the elderly to justice.

Community volunteers

The Elder Justice Coalition Community Speakers Group members make community presentations about elder abuse prevention to senior groups and other interested audiences around the County. The workgroup is comprised of Area Agency on Aging Advisory Council members, District Attorney representatives, Adult Protective Services and Ombudsman staff and community volunteers. The Financial Abuse Specialist Team volunteers are retired and working professionals who support law enforcement and the District Attorney's Office in researching and documenting cases.

Prior Board Actions:

Approved annually by the Board of Supervisors
6-16-16 – Board designated June 15, 2016, as World Elder and Dependent Adult Abuse Awareness Day in Sonoma County
6-9-15 – Board designated June 15, 2015, as World Elder and Dependent Adult Abuse Awareness Day in Sonoma County.
6-10-14 – Board designated June 15, 2014, as World Elder and Dependent Adult Abuse Awareness Day in Sonoma County.
6-4-13 – Board designated June 15, 2013, as World Elder and Dependent Adult Abuse Awareness Day in Sonoma County.

Strategic Plan Alignment	Goal 1: Safe, Healthy, and Caring Community
Creates awareness of elder abuse to increase prevention efforts and abuse reporting resulting in increased health and safety for Sonoma County seniors.	

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	**0**	**0**	**0**

Narrative Explanation of Fiscal Impacts:

None

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

There are no fiscal impacts resulting from this administrative action

Attachments:

Resolution

Related Items "On File" with the Clerk of the Board:

None

County of Sonoma
State of California

Item Number: _____

Date: June 6, 2017 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, designating June 2017, as Elder and Dependent Adult Abuse Awareness Month in Sonoma County

Whereas, the issue of elder abuse affects isolated and vulnerable citizens of Sonoma County; and

Whereas, elderly and dependent adults have the right to be protected under the law from all types of abuse, including financial, physical, psychological, sexual, or neglect; and

Whereas, the issue of elder abuse prevention requires continual community awareness and education; and

Whereas, the Sonoma County Human Services Department provides the Adult Protective Services program, including social workers and

Whereas, Senior Advocacy Services, through the Long-Term Care Ombudsman, investigates reports of elder abuse and neglect in licensed care facilities; and

Whereas, the Sonoma County District Attorney's office investigates and prosecutes cases of elder abuse and the Victim Services Division provides advocacy, assists with restitution and other claims, and conducts outreach to raise awareness about threats to elder victims in the community; and

Whereas, the Sonoma County Sheriff's office provides safety for victims, investigates allegations, and arrests offenders of elder abuse; and

Whereas, the Sonoma County Area Agency on Aging Advisory Council works to increase public awareness; and

Whereas, the Elder Justice Coalition and the Financial Abuse Specialist Team are comprised of volunteers working to educate the community about elder abuse and the

Elder Justice Coordinator is working to strengthen the safety net of agencies charged with protected elder and dependent adults, and

Whereas, all citizens should be aware and educated about elder abuse prevention, and all members of the community, especially the most vulnerable citizens, should be able to live safe and secure lives without fear, neglect, pain or exploitation; and

Whereas, elder abuse should not be ignored nor endured.

Now, Therefore, Be It Resolved, that June, 2017, be designated as Elder and Dependent Adult Abuse Awareness Month in Sonoma County

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 29
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 6, 2017

Vote Requirement: Majority

Department or Agency Name(s): County Administrator's Office

Staff Name and Phone Number:
Sheryl Bratton, (707) 565-2431

Supervisorial District(s):
All

Title: Auditor-Controller-Treasurer-Tax Collector Interview and Consideration of Appointment

Recommended Actions:

Interview and consider appointment of Erick Roeser as Auditor-Controller-Treasurer-Tax Collector effective June 6, 2017, through January 7, 2019, to complete the unexpired term of Donna Dunk.

Executive Summary:

The Auditor-Controller-Treasurer-Tax Collector (ACTTC) position became vacant on May 27, 2017, as a result of the retirement of Donna Dunk on May 26, 2017, prior to the completion of her term.

County Counsel affirms that California Government Code (section 25304) requires the Board of Supervisors to fill by appointment all vacancies that occur in any elective county office. Pursuant to State Statute, the Board is required to interview and to make the appointment of a successor in a public meeting of the Board. Pending such appointment, per California Government Code Section 24105, the qualified assistant or deputy Auditor Controller will temporarily discharge all duties of the elected position until the vacancy in the office is filled in a manner provided by law.

This report recommends the interview and consideration of appointment of Erick Roeser, Assistant Auditor-Controller-Treasurer-Tax Collector to fill the vacancy through the expiration of Ms. Dunk's term, and provides an alternative approach for the Board's consideration and discussion if necessary.

Discussion:

Background

Donna Dunk was appointed to the post of Sonoma County Auditor-Controller-Treasurer-Tax Collector (ACTTC) on April 5, 2016 to complete the unexpired term of David Sundstrom, who had been elected ACTTC in June 2014 with a term set to expire January 7, 2019. In April 2017, Donna Dunk announced her retirement effective May 26, 2017.

Pursuant to California Government Code (section 25304), the Board of Supervisors must fill, by appointment, all vacancies that occur in any elective county office, and the Board is required to interview and to make the appointment of a successor in a public meeting of the Board. Pending such appointment, per California Government Code Section 24105, the qualified assistant or deputy will temporarily discharge all duties of the elected position until the vacancy in the office is filled in a manner provided by law.

Qualifications for an Appointee

The qualification is the appointee must reside in California and be registered to vote in Sonoma County by the date of appointment (California Government Code Section 1020).

In many cases throughout California, there are separate Auditor-Controller and Treasurer-Tax Collector offices. Sonoma County's position combines all roles – Auditor-Controller/Treasurer-Tax Collector. The Board of Supervisors established the qualifications requiring that the individual must meet the statutory requirements for **both** the office of Auditor-Controller and Treasurer-Tax Collector (Sonoma County Code Sec. 2-33.14) which are summarized below:

Any appointee for Auditor-Controller must meet at least one of the following requirements (Government Code Section 26945):

a) Possess valid California certification as a certified public accountant (CPA); or
b) Possess baccalaureate degree from an accredited university or college with a major in accounting or its equivalent and have served within the last five years in a senior fiscal management position in a county, city, or other public agency, a private firm, or a nonprofit organization dealing with similar fiscal responsibilities for a continuous period of not less than three years; or
c) Possess a valid certificate as a professional internal auditor, with a minimum of 16 college semester units, or their equivalent, in accounting, auditing, or finance; or
d) Service as a county auditor, chief deputy county auditor, or chief assistant county auditor for a continuous period of not less than three years.

AND

Any appointee for Treasurer-Tax Collector must meet at least one of the following requirements (California Government Code Section 27000.7):

a) Have served in a senior financial management position in a county, city, or other public agency dealing with similar financial responsibilities for a continuous period of at least three years, including, but not limited to, treasurer, tax collector, auditor, auditor-controller, or the chief deputy or assistant of these offices; or
b) Possess B.A., M.A, or Ph.D. in business administration, public administration, economics, finance, accounting, or a related field, with a minimum of 16 semester units, or equivalent, in accounting, auditing, or finance; or
c) Possess valid California certification as a certified public accountant (CPA); or
d) Possess valid certification as a Chartered Financial Analyst; or
e) Possess valid certification as a Certified Cash Manager.

Recommendation

Staff recommends the Board interview and consider appointing Erick Roeser as Auditor-Controller-Treasurer-Tax Collector effective June 6, 2017, through January 7, 2019. County Counsel and Human Resources have confirmed that Mr. Roeser meets the minimum qualifications for the position by meeting qualification “b” for Auditor-Controller and “a” and “b” for Treasurer-Tax Collector. Mr. Roeser has a B.A. in Management with an Accounting emphasis from Sonoma State University and has served as the County's Assistant Auditor-Controller-Treasurer-Tax Collector since 2016. Mr. Roeser’s prior experience includes being a senior manager since 2007 for different divisions of the Auditor-Controller-Treasurer-Tax Collector’s Office including general accounting and property tax accounting. Mr. Roeser has worked for the County of Sonoma for over 23 years, the last 16 of which were with the ACTTC's Office. His appointment would provide long tenured leadership, experience, and knowledge of the Office, as well as stability in the oversight of the County's finances. Elected positions have a “flat rate” salary, which means the salary doesn’t have a range and elected/appointed officials receives the designated salary. The current salary for the position is $228,039.

Alternative for Filling the Current Vacancy

The alternative to the immediate appointment of Mr. Roeser is for the Board to direct staff to initiate a recruitment. To do this, the Board would publicly announce the vacant office and direct staff to solicit applications/resumes and to review submissions for statutorily determined minimum qualifications and other criteria established by the Board. The most highly qualified candidates would be presented to the Board for consideration. The Board would then have the option to interview any/all candidates on the regular calendar of a publicly noticed board meeting, and appoint the chosen candidate as ACTTC at that same, or a later publicly noticed board meeting.

As required by statute, Mr. Roeser is attending today's meeting and is prepared to be interviewed by the Board and discuss his possible appointment. If Mr. Roeser is appointed, he would complete the term of the Office which is through January 7, 2019 and would have to run for election in 2018 to continue and fill the next term.

Prior Board Actions:	
April 5, 2016: Appointed Donna Dunk to complete the unexpired term of David Sundstrom.	
Strategic Plan Alignment	Goal 2: Economic and Environmental Stewardship
This appointment will provide responsible, professional management of the County's fiscal operations.	

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

There are no fiscal impacts to this recommended action. The salary and benefits for the Auditor-Controller-Treasurer-Tax Collector are already budgeted.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

N/A

Attachments:

Attachment A: Erick Roeser's Resume

Related Items "On File" with the Clerk of the Board:

ERICK ROESER

ASSISTANT AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

QUALIFICATIONS

SONOMA COUNTY EXPERTISE

Twenty-three years' experience with the County of Sonoma serving in positions ranging from Account Clerk II to Assistant Auditor-Controller-Treasurer-Tax Collector. Strengths include extensive and complex financial investment management, and property tax administration experience. Thorough knowledge of the general ledger, financial statements, financial analysis, budgeting, cash management, internal and external reporting, and auditing. Strong management experience managing four divisions within the Auditor-Controller-Treasurer-Tax Collector's Office.

EDUCATION

- B.A. Management/Accounting Emphasis — Sonoma State University, Graduate
- A.A. Management/Accounting Emphasis — Santa Rosa Junior College, Graduate

PROFESSIONAL EXPERIENCE

Assistant Auditor-Controller-Treasurer-Tax Collector — 2016-to present

County of Sonoma

- Manage four divisions within the Auditor-Controller-Treasurer-Tax Collector's (ACTTC) Office, including the General Accounting, Property Tax Accounting, Client Accounting Services, and Enterprise Financial System (EFS) Support divisions.
- Participate in strategic planning, budget planning, departmental goal setting, and day to day departmental decision making activities.
- Support the Department Head in managing the day to day activities.
- Support all County departments by providing accounting expertise and establishing Countywide accounting policies.
- Interpret and implement all new Governmental Accounting Standards Board Pronouncements.
- Participate in the implementation and upgrade of global accounting systems for Sonoma County, including the EFS, Timesaver timekeeping system, and the Human Resources Management System.
- Oversee accounting activities for Sonoma County, including preparation of the Comprehensive Annual Financial Report (CAFR), Popular Annual Financial Report (PAFR), Single Audit, countywide budget, State reporting, property tax administration, and contracted accounting services to County departments and agencies.
- Serve as member of the statewide Policy & Interpretations subcommittee of the State Association of County Auditors.

General Accounting Manager — 2013-2016

County of Sonoma

- Manage preparation of GFOA award-winning CAFR, PAFR, Single Audit, countywide budget, Cost Plan, and State reporting.
- Oversee pension, long-term debt, and capital asset accounting.
- Support all County departments by providing accounting expertise and establishing Countywide accounting policies.

- Interpret and implement all new Governmental Accounting Standards Board Pronouncements, including GASB 68 – accounting and financial reporting for pensions.
- Manage countywide disbursements and cash balancing.
- Participate in the implementation of the EFS.

Property Tax Accounting Manager 2007-2013
County of Sonoma

- Manage countywide property tax accounting activities including dissolution of redevelopment agencies.
- Oversee ad valorem calculations (e.g.-school bonds rates), parcel tax levies, extension of property tax bills, and distribution of approximately $1 billion annually.
- Participate in development of statewide Property Tax Guideline Committee of the State Association of County Auditors including development of Redevelopment Dissolution Guidelines.
- Serve as Treasurer of the statewide Property Tax Managers subcommittee of the State Association of County Auditors.

Sonoma County Positions - including Accountant I/II and Accountant- Auditor I/II 1993-2007
County of Sonoma

- Prepare financial statements, budgets, and state reports.
- Perform pension, long-term, and state mandate (SB90) accounting.
- Serve as Treasurer of the statewide Accounting and Reporting Managers of the State Association of County Auditors.
- Perform accounting services for several County departments and agencies including SCWA, EDB, Tourism, SMART, SCTA, and CDC.

PROFESSIONAL ASSOCIATIONS

- State Association of County Auditors: subcommittee member Policy and Interpretations, Accounting and Reporting Managers, Property Tax Managers, Property Tax Guidelines, Redevelopment Guidelines, State Mandated Test Claims; Accounting and Reporting Manager Treasurer; Property Tax Manager Treasurer

VOLUNTEER/COMMUNITY WORK

- Project Grad Night, Cardinal Newman High School 2014-2015
- Community Youth Involvement through Sports Sponsorship 2003-2012
- Youth sport's coach: YMCA, CYO, Santa Rosa American Little League 2004-2011
- Volunteer Firefighter, Windsor Fire Department 1992-1994

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 30
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors of the County of Sonoma
Board Agenda Date:	June 6, 2017
Vote Requirement:	Majority
Department or Agency Name(s):	County Administrator/Human Resources
Staff Name and Phone Number:	Sheryl Bratton, 707-565-2431 Christina Cramer, 707-565-2988
Supervisorial District(s):	All
Title:	Personal Services Agreement Amendment – Director of Child Support Services

Recommended Actions:

Authorize the Chair to execute an amendment to the Personal Services Agreement with Jennifer Traumann as the Director of Child Support Services, placing her at the "G" step of the position's salary range including eligibility for other County benefits in accordance with Salary Resolution 95-0926 as amended, with the agreement term of November 11, 2017 through November 11, 2020.

Executive Summary:

Ms. Jennifer Traumann has been the County's Director the Child Support Services Department since November 11, 2014. Ms. Traumann's recent performance evaluation demonstrated her achievements and success as the leader of the Department. The Board desires to extend Ms. Traumann's personal services agreement with a new term commencing November 11, 2017 and ending on November 11, 2020.

Discussion:

The Child Support Services Department has approximately 96 employees and a budget of $14.5 million. The Department establishes and enforces court orders for child support, paternity and medical coverage; assists with locating the parent; collects and distributes support payments; maintains accounting records; modifies court orders; and provides legal and case management services to ensure child and medical support orders are maintained. Over the past few years, the department reviewed its vision for the program and embraced a new approach to reaching the needs of parents and children. The goal is to focus on the "whole family" by providing services to all parents (both custodial and non-custodial) and reach fair agreements to support their children. Focusing on individual families as opposed to the entire caseload has been extremely successful. This philosophy helps find solutions to the obstacles of paying child support and reduces costly and emotional legal proceedings. When parents are engaged in the outcome of their child support agreement with the emphasis on the child, the support to the family greatly increases.

Of the 52 California counties, the Department is currently ranked #3 by the State based on performance measures. During Federal Fiscal Year 2016, the Department collected over $31 million for families, which was the highest collections in five years.

After an extensive recruitment process, Ms. Traumann was appointed by the Board of Supervisors as the Director on November 11, 2014. Directors appointed by and reporting to the Board of Supervisors are reviewed periodically by the Board. Ms. Traumann's performance has been exceptional; therefore, the recommended action amends the Personal Services Agreement with Jennifer Traumann as the Director of Child Support Services, placing her at the "G" step ($166,284/yr.) of the position's salary range including eligibility for other County benefits in accordance with Salary Resolution 95-0926 as amended, with the agreement term of November 11, 2017 through November 11, 2020.

Prior Board Actions:

12/9/14 Board approved Personal Services Agreement with Jennifer Traumann as Director of the Sonoma County Department of Child Support Services commencing on November 11, 2014 through November 10, 2017.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

The Director of Child Support Services leads the department responsible for ensuring that children receive the services regarding parentage and financial support to which they are legally and morally entitled. The support and services fundamentally enrich and shape a child's future.

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

The salary and benefit costs for the Director of Child Support Services is included in the department's current and ongoing budget.

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Not applicable			
Attachments:			
Attachment A - J. Traumann Personal Services Agreement Amendment			
Related Items "On File" with the Clerk of the Board:			
None.			

FIRST AMENDMENT TO AGREEMENT FOR PERSONAL SERVICES

DIRECTOR OF CHILD SUPPORT SERVICES

This Amendment to the Agreement for Personal Services is made this _6th__ day of __June_____, 2017, by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "COUNTY") and Jennifer Traumann (hereinafter called "EMPLOYEE").

WITNESSETH:

WHEREAS, on December 9, 2014, COUNTY and EMPLOYEE entered into a Personal Services Agreement for a three (3) year term for the position of Director of Child Support Services which commenced on November 11, 2014; and,

WHEREAS, the Parties agree to amend the Personal Services Agreement for a three (3) year term commencing November 11, 2017 and ending on November 11, 2020; and

WHEREAS, the Parties agree to amend the Personal Services Agreement to provide that Employee's salary range shall be set at the "G" step of the salary range as provided for in the Sonoma County Salary Resolution 95-0926, and may be amended from time to time during the term of this Agreement; and

NOW, THEREFORE, BE IT AGREED by and between the Parties that Employee's salary range shall be set at the "G" step, commencing on the pay period starting on ____May 9_____, 2017, and a new 3-year term is established starting on November 11, 2017, and ending on November 11, 2020.

All other terms and conditions of the Personal Services Agreement and Amendment to Agreement for Personal Services shall remain in full force and effect.

ATTEST:

_____
Clerk of the Board

COUNTY OF SONOMA

By_____
Chair, Board of Supervisors

EMPLOYEE

_____
Jennifer Traumann

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 31
(This Section for use by Clerk of the Board Only.)

To:	Sonoma County Board of Supervisors, Board of Directors of the Sonoma County Water Agency
Board Agenda Date: June 6, 2017	**Vote Requirement:** No Vote Required
Department or Agency Name(s):	General Services, Facilities Development and Management
Staff Name and Phone Number:	**Supervisorial District(s):**
Toni Anthony Holland: 707-565-3425	All
Title:	Capital Improvement Plan 2017-2022 Facility Needs

Recommended Actions:

Accept the Five-Year Capital Improvement Plan for the period Fiscal Year 2017-2018 through Fiscal Year 2021-2022.

Executive Summary:

The Fiscal Year 2017-2018 through Fiscal Year 2021-2022 Capital Improvement Plan (Plan) is prepared consistent with Sonoma County Code (Section 2, Division 2-8L), which requires the County Administrator to recommend to the Board of Supervisors a long term capital project program including project priorities, costs, and methods of financing. Receipt by your Board of the draft 2017-2022 Plan does not authorize budgetary appropriations. Funding decisions for the Capital Improvements Budget are made as part of the budget process for each participating agency. The overall Plan is a compilation of separate capital improvement plans prepared by General Services, Regional Parks, Transportation and Public Works and Sonoma County Water Agency. Every year your Board accepts the five year Plan. The plan is updated to reflect scope changes, if any, and budgets are revised accordingly.

Discussion:

The Capital Improvement Plan identifies the need for continued upstream investment strategies to both maintain County owned property asset values and to address the deferred maintenance backlog. The County as stewards of over one billion dollars in property replacement value recognizes the need for sustainable progress on deferred maintenance backlog. The construction of a new County Government Center alone would alleviate over $226 million in deferred maintenance backlog.

The Plan contains descriptions of proposed Capital Projects, their estimated cost and a narrative explaining the relationship to short term needs and longer term objectives. The Plan is a five year planning document that indicates infrastructure improvement needs. Funding sources are suggested where potential funding has been identified for a project, however Board acceptance of the Plan does not fund projects. Final determination of project funding is made during the annual Capital Projects Budget process.

A mix of different funding sources and strategies are needed to meet the needs across all County owned infrastructure; buildings, roads, and parks. Specific project funding may include maximizing state and federal funding opportunities, utilizing proceeds from the sale or lease of surplus County property assets, use of dedicated fund sources, bond issuances, use of third party development and operations agreements and/or use of the County General Fund.

Plan Development Process: Each fall General Services convenes a meeting with all departments to review the process and timeline for the Plan. For General Government Capital Projects, Project Requests are submitted for inclusion in the Plan. Project Requests are prioritized and ranked according to the Administrative Policy 5-2: Policy for Capital Project and Asset Responsibility. Project requests are subsequently reviewed by the County Administrator's Office for inclusion in the budget process.

An overview of the Capital Improvement Plan was presented to the Department & Agenda Head Association meeting on May 17, 2017. The list of prioritized projects was provided to Department Heads for review, and the County Administrator's Office's projects proposed for funding were identified.

Staff will return to your Board for consideration of specific financing strategies for proposed plans and projects as described in the Capital Improvement Plan.

Prior Board Actions:

May 24, 2016: Received Fiscal Year 2016-2021 Capital Project Plan and referred the Plan to the Planning Commission. Received prior Five-Year Capital Project Plans.

Strategic Plan Alignment	Goal 3: Invest in the Future

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources			

Narrative Explanation of Fiscal Impacts:

There is no fiscal impact in adopting this plan. Project funding is appropriated during the annual budget process to the highest priority projects.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment 1: General Government Projects Organized by Categories
Attachment 2: 2017-2022 Capital Improvement Plan
Attachment 3: Capital Improvement Plan PowerPoint Presentation
Attachment 4: New Funding Summary

Related Items "On File" with the Clerk of the Board:

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Project Total	Funded	FY 17-18 Need	FY 18-19 thru FY 20-21 Need
			MANDATED	87,247	32,687	14,259	40,301
39	R160018	ACTIVE	Main Adult Detention Facility - Housing Safety and Security Requirements	11,813	0	2,096	9,717
42	R120004	ACTIVE	Main Adult Detention Facility - Re-Roof	4,252	1,944	900	1,408
44	R130004	ACTIVE	Fire Garage (Volunteer) - Lakeville	927	15	415	512
46	R010001	ACTIVE	County Hazardous Materials Abatement - All Buildings	2,747	1,592	355	800
48	R110032	ACTIVE	Main Adult Detention Facility - Inmate Transfer Connection to Courthouse	12,719	9,764	2,954	0
50	R160015	REQUEST	Sheriff - 911 Dispatch Console Replacement	433	0	433	0
57	R170021	REQUEST	Sheriff - Jail Management System	801	0	801	0
68	R140152	ESTIMATED	Main Adult Detention Facility - Reinforce/Upgrade Lobby Doors	126	0	126	0
58	R100001	ACTIVE	Radio-Communications County Microwave System (Links)	2,193	551	202	1,440
60	R150038	ACTIVE	Build 2050: County Government Center Development	65,175	475	300	64,400

All values presented in thousands (1 x 1,000)

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Project Total	Funded	FY 17-18 Need	FY 18-19 thru FY 20-21 Need
69	R150084	ACTIVE	Transportation & Public Works Santa Rosa Road Yard Emergency Generator	300	150	150	0
73	R160210	ACTIVE	Probation Camp-Office Expansion	419	0	419	0
63	R130003	REQUEST	Fire Garage (Volunteer) - Two Rock	1,272	0	0	1,272
64	R130005	REQUEST	Fire Garage (Volunteer) - San Antonio	1,096	0	0	1,096
51	R170004	REQUEST	Human Services Department - Valley of the Moon Childrens' Center Heating, Ventilation and Airconditioning Isolation	316	0	0	316
77	R180012	REQUEST	Department of Health Services - Lobby Enlargement/Security Enhancement-Animal Services	194	0	80	114
80	R160056	REQUEST	Human Services Department - Neighborhood Placed Service	2,750	0	700	2,050
83	R180020	REQUEST	North County Detention Facility - Lobby/Intake Ergonomic Upgrades	588	0	588	0
88	R180005	REQUEST	Human Services Department - Door for Paulin Reception	25	0	0	20
92	R180011	REQUEST	Department of Health Services - Festoon Hose System-Animal Services	0	0	0	0
94	R180007	REQUEST	Human Services Department - Paulin Parking Lot Lights	53	0	0	53
97	R180009	REQUEST	Department of Health Services - Staff Only Driveway-Animal Services	95	0	95	0
101	R180019	REQUEST	Probation - Modular Trailer-Supervised Adult Crew Yard	0	0	0	0
104	R180027	REQUEST	2017-2022 Capital Improvement Plan	100	0	100	400
			DEFERRED MAINTENANCE	**72,102**	**3,094**	**7,044**	**61,964**
41	R120002	ACTIVE	Hall of Justice Elevator Life Extension Updates	687	336	351	0
61	R120009	ACTIVE	Central Mechanical Plant - Boilers	557	407	150	0
72	R150001	ACTIVE	Board of Supervisors/County Administrator's Office - Carpet	1,305	231	1,074	0
52	R160023	REQUEST	General Government - Facility Condition and Asset Preservation	64,000	0	3,877	60,123
53	R180018	REQUEST	Information Systems Department - Data Center Power Improvements	464	85	85	294
54	R070004	REQUEST	Permits and Resource Management - Roofing Replacement	836	0	80	756

All values presented in thousands (1 x 1,000)

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Project Total	Funded	FY 17-18 Need	FY 18-19 thru FY 20-21 Need
55	R100013	REQUEST	Veterans/Community Bldgs. Maintenance & Repairs Annual Costs	3,626	2,035	800	791
76	R160005	REQUEST	Fair - Grace Pavilion Roofing Replacement	369	0	369	0
70	R160007	ACTIVE	Human Services Department - Adult & Aging Expansion	191	0	191	0
62	R120010	REQUEST	Library - Guerneville North & East Side Rot Repair	230	0	50	180
66	R150011	REQUEST	Main Adult Detention Facility - Central Control Remodel	275	25	250	0
78	R130007	REQUEST	Library - Guerneville Renovation	3,828	0	367	3,461
81	R180017	REQUEST	Information Systems Department - Reprographics Space Repurpose	0	0	0	0
84	R150032	REQUEST	Probation Camp-Paving	438	0	175	263
86	R170001	REQUEST	Clerk-Recorder-Assessor - Registrar of Voters Reconfiguration	75	0	75	0
89	R160014	REQUEST	Sheriff-Russian River West County Public Safety Building	4,860	0	45	4,815
91	R150008	REQUEST	Information Systems Department - Data Center Power Improvements	998	0	40	958

All values presented in thousands (1 x 1,000)

General Government

Projects Organized by Categories

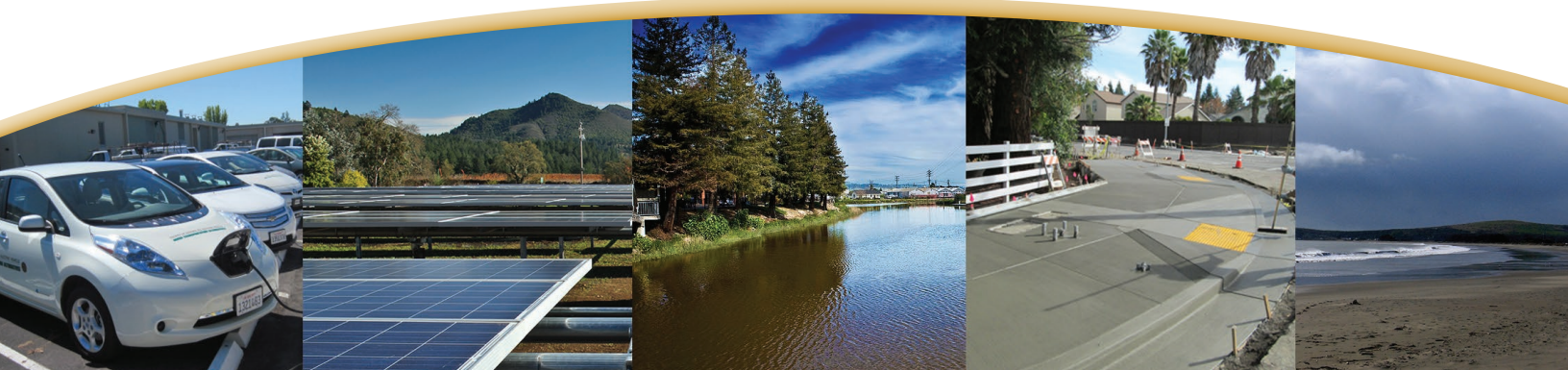
Detail Sheet	Request #	Phase	Name	Project Total	Funded	FY 17-18 Need	FY 18-19 thru FY 20-21 Need
95	R180008	REQUEST	Department of Health Services - Surveillance Cameras-Animal Services	41	0	41	0
98	R100003	REQUEST	Radio - Network Monitoring System	300	0	0	300
100	R180014	REQUEST	Department of Health Services - Reconfigure Parking Lot-Animal Services	240	0	0	0
103	R170005	REQUEST	Human Services Department - Westwind Conference Room Conversion	315	0	0	315

All values presented in thousands (1 x 1,000)

COUNTY OF SONOMA AND
SONOMA COUNTY WATER AGENCY

Five Year Capital Improvement Plan

2017 — 2022



COUNTY OF SONOMA
AND
SONOMA COUNTY WATER AGENCY

Five Year Capital Improvement Plan
2017 — 2022

Board of Supervisors & Administrative Staff

First District	Susan Gorin
Second District	David Rabbitt (Chair Pro-tem)
Third District	Shirlee Zane (Chair)
Fourth District	James Gore (Vice Chair)
Fifth District	Lynda Hopkins
County Administrator	Sheryl Bratton
Assistant County Administrator	Christina Rivera
Deputy County Administrator	Vacant
Deputy County Administrator	Peter Rumble
Deputy County Administrator	Rebecca Wachsberg
Auditor-Controller-Treasurer-Tax Collector	Donna Dunk

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EXECUTIVE SUMMARY

Executive Summary

On behalf of the General Services Department, I am pleased to submit to your Board the draft County of Sonoma Five-Year Capital Improvement Plan for fiscal years 2017-2018 through 2021-2022.

The Sonoma County Code (Section 2, Division 2-8L) requires the County Administrator to "recommend to the Board of Supervisors a long term capital Improvement program including project priorities, costs, and methods of financing." Therefore, this draft Capital Improvement Plan indicates project priorities and estimated funding needs for your Board's consideration in the course of subsequent budget discussions.

Board Consideration

County Department staff request review and input from your Board regarding the content of the Plan and the projects proposed. Once direction is given by your Board in the course of the subsequent budget process, the FY 2017-22 Capital Improvement Plan will be updated as needed, and submitted to the Planning Commission for review consistent with the General Plan. Review of the Plan by your Board does not authorize appropriations or finalize funding decisions. Such decisions will be made by your Board as part of the fiscal year's budget, and as project contracts are brought to your Board for award.

The Capital Improvement Plan — What is It?

The overall Plan is a compilation of several County agencies or department's individual Five-Year Capital Improvement Plans. Each individual Capital Improvement Plan is developed by the corresponding department or agency, and describes improvements to the facilities and infrastructure managed and/or operated by the relevant agency.

Sonoma County strives to provide safe and code compliant facilities for employees and the public, and to maintain the asset value of our diverse property portfolio. The County's net investment in capital assets are described annually in the County's Comprehensive Annual Financial Report. The maintenance of land and buildings is an essential component of the County's fiscal health. Sonoma County's capital asset portfolio includes 130 buildings comprising 2.5 million square feet. These assets include buildings and parking for all County government functions serving both the public and employees. The Capital Improvement Plan describes the anticipated forward investments in property assets and presents a prioritization of infrastructure needs.

The General Services Department is responsible for compiling the separately developed department and agency Capital Improvement Plans into a single plan. Individual Capital Improvement Plans included in this year's overall Capital Improvement Plan are provided by General Services Department, Regional Parks, Transportation and Public Works, and the Sonoma County Water Agency. Additionally, County Fire is responsible for certain outlying fire equipment garage facilities included in the Plan. New or continuing capital project requests for new or additional financing reflected in prior year Capital Improvement Plans were not submitted by the Agricultural Preservation and Open Space District or Community Development Commission.

Projects described in the Capital Improvement Plan and their associated costs are forecasted over a five year fiscal period. Funding is not available for all projects proposed. Each

responsible department or agency sets priorities and may make recommendations as to funding, or identifies certain projects as "Funded" when project-specific funding is available. High priority projects in the first year of the General Government Plan are offered for your Board's consideration in the annual Capital Projects Budget.

Capital Projects — What are They?

Capital projects by definition are: acquisition of land and building improvements that cost $25,000 or more, and infrastructure costs of $100,000 or more. "Improvements" add new use, capacity, or useful-life to an existing facility or avoid impairment. Examples might be a major building or infrastructure addition, a major remodel, or significant changes to a facility to comply with the Americans with Disabilities Act. The construction of a new building is also capitalized when the value is $25,000 or more.

Certain major repair and replacement projects help sustain existing facilities and equipment to reach or extend their functional life span. These may include re-roofing, replacement of equipment, and road or parking lot repaving projects. Repairs and replacements of building components of $25,000 or more that add value are typically capitalized. On the other hand, certain capital projects improve facilities and are proposed in order to better serve the client group housed, or the programs provided, rather than to preserve the asset. Please refer to individual Capital Improvement Plans for further details and narrative summaries.

Reference maps included in this document show the geographic location of facilities, e.g. County Administration Center, Los Guilicos, and Chanate.

Description, Organization, Development Process

Description

The Five-Year General Government Capital Improvement Plan (the Plan) lists and prioritizes capital investments for funding consideration by the Board of Supervisors. The Plan addresses County-owned facilities that serve General Government departments. General Services Department manages these General Government facilities and has responsibility for developing the Plan.

Facilities serving Human and Health Services Department divisions may include General Government facilities when owned by the County. Many Health and Human Services staff and programs are otherwise served by non-County-owned leased space.

The Plan contains descriptions of proposed capital projects, their estimated cost, and a narrative explaining the relationship to shorter term needs and longer term objectives.

Relation to the Capital Projects Budget

The Plan is a five-year planning document that indicates general government facility improvement needs and prioritizes those needs. Funding sources are suggested where potential funding has been identified for a project, however Board acceptance of the five-year Plan does not fund projects. Rather, the Board's adoption of the annual Capital Projects Budget during the overall County budget development process provides funding for projects. Final determination of project funding is made in the annual Capital Projects Budget.

Funding

General Government capital projects rely largely on General Fund dollars as well as on Criminal

Executive Summary

Justice Funds for eligible Criminal Justice projects.

In limited instances, funds from allocated Tobacco Settlement securities may be used for capital improvements only.

Use of General Fund dollars is discretionary. This distinguishes the General Government Plan from other department and agency capital project plans that have dedicated uses for funds. For example Transportation and Public Works' funding is dedicated to roads and bridges, or Water Agency funds dedicated for use on water delivery infrastructure. Therefore, given the many needs in the Plan and the relatively limited funding, prioritization plays a large role in the funding of General Government projects.

Available General Fund dollars for capital projects is $3.9 million, plus an additional allowance of $1.6 million for Americans with Disabilities Act barrier removal. Competing needs and limited revenue have left the level of funding consistently and significantly below what is required to meet recognized needs.

Capital projects funded by other revenue sources and managed by other departments or agencies are in separate sections of the overall Capital Project Plan, such as projects for Transportation and Public Works, Regional Parks, and Water Agency. For uniformity in approach, and in some cases to maximize value and impact, County-wide programs such as access compliance work may be managed by General Services on behalf of these other agencies.

As in previous years, limited financial resources mean funding is available for only the highest priority asset preservation and client-program-driven improvement projects.

Organization of the Plan

The Plan includes:

- A description of the process by which the Plan is developed
- A discussion of opportunities, challenges and significant projects
- Additional significant accomplishments and future projects
- Charts and tables summarizing proposed project costs
- A tabular listing of all projects contained in the current Plan with funding status, project name, and brief description
- Individual project detail sheets on projects under consideration for funding

Plan Development Process

Inform

Each fall, General Services convenes a meeting with all impacted General Government departments to review the annual Plan development process, including discussion of ranking criteria and the time-frame. This is one of the first steps in assisting departments with identifying and prioritizing capital investment needs. In many cases, needs will have been previously identified by the General Services Department staff and impacted departments as needs surface throughout the year.

Request

General Government department capital project requests are then submitted by the individual departments to General Services Department for inclusion in an overall project request database. Submitting departments are asked to also update any previous requests from prior

years. Additionally, each department is asked to rank their requests in order of importance and criticality to the department.

Plan Review

General Services Department staff reviews project requests for completeness, adding further information to the project request database as needed, along with estimated project costs, proposed funding time-frame, and – where quantifiable – anticipated net cost changes associated with maintenance, program staff, and/or utilities.

Prioritize

To prioritize project requests from an "organization-wide" perspective, preliminary prioritization scores for each project are established based on criteria described in Administrative Policy 5-2, Policy for Capital Project and Asset Responsibility. Per Administrative Policy 5-2, all projects in the General Government Capital Project Plan must first serve to implement, or be consistent with, master plans for major County complexes and facilities, and with the County's overall long-range strategic goals. Project criteria and related scoring are reviewed with submitting departments in the informational phase of the process:

1. Required to meet compelling health, safety, legal or code compliance, a mandate of the Board of Supervisors, or a court order. (Projects with legal and urgent health/safety considerations are ranked highest of all).
2. Previously approved phases of a project, which are integral to completing its initial scope.
3. Required to keep an existing building, facility or complex operational. Provides measurable economic benefit or avoids economic loss to the County. Serves to maintain or improve infrastructure of the County as a general benefit to County operations and services (in some instances, the need to protect asset value is deemed urgent).
4. Alleviates constraints and impediments to effective public access and service such as improvements regarding space limitations or inefficient layout of space in County buildings or facilities, provisions for expanded or changed programs or services, or improvements to heating, ventilation or other work environment conditions.
5. Improves the environmental quality or aesthetics of County facilities and complexes.

The highest ranked projects are those that are urgently needed to preserve the value of an asset; address compelling legal, regulatory, or contractual obligations; address urgent safety needs. For more complete description, see General Government Overview.

Next order-of-priority projects are those that have accumulated high scores based on the number of other criteria from Administrative Policy 5-2 (http://sc-intranet/cao/admin_policy.htm) that are addressed. Organization-wide considerations being equal, individual department priorities are given consideration.

A project funded by an outside, non-General Fund source may be given separate consideration to avoid losing those funds, as long as the project conforms to an appropriate master plan or strategic objective.

All General Government Plan projects and their prioritizations receive further review and confirmation by the General Services-convened Facility Planning Group, which includes the County Administrator's Office staff representation. General Services' staff subsequently provides information regarding preliminary project prioritization to the submitting departments as the

draft Plan moves on to the County Administrator's Office for final review.

Funding

Actual capital project funding levels are determined during the budget process, and not simply with acceptance of this Plan. Therefore, the Five-Year Plan uses the term "Funded" to mean that a project has previously been funded, or has identified funding from a dedicated source – not necessarily that funds have already been appropriated to the project. Project for which limited annual funding has not been identified remain categorized as "Unfunded". In some instances the designation is "Partially Funded", where partial dedicated project funding is identified and available. However, partially funded projects cannot move forward until full funding is made available by way of the adopted Capital Projects Budget.

Funding focuses on priority work to occur in the first year (FY 2017-18) of the Five-Year Plan. Exceptions may include a phased project that must receive funding over multiple years in order to be completed, a high-priority project specifically recommended for funding in a future Plan year, or projects for which other non-General Fund sources are identified in advance.

Project Descriptions and Details

Project descriptions are provided for all projects, along with individual project detail sheets for projects recommended for funding in FY 2017-18, or which have partial funding identified. Please refer to the tabular descriptions and individual detail sheets further below.

Project Cost

The Plan reports costs (project budgets) on the basis of estimated total project cost, not just construction cost. Cost assumptions are based on the descriptions provided in this document and, where needed, additional background research. Project Cost is the total cost of delivering a complete project. Project Cost may include many sub-costs such as design and engineering fees, surveys, geotechnical investigation, hazardous materials sampling or removal, environmental review, permit fees, utility fees, hard construction costs, inspections, furnishings, ergonomic consulting, move coordination and move costs, telecommunications and data connectivity, and staff administration and project management time.

Operations and Maintenance Cost

Projects that impact the cost of Operations and Maintenance will have costs included. If no impact is determined, the value will be zero. Estimates are typically calculated based on square footage increases or decreases using cost estimates for similar building space.

Opportunities, Challenges and Significant Projects

Funding Levels

As in recent years, the demand for capital improvements far exceeds available funding capacity. Consequently, only the highest priority projects are recommended for funding, while many worthy projects are not. As funding remains below the levels identified in the County's facility condition assessment for the most necessary asset preservation projects, facility conditions will continue to decline over time. Additionally, certain key projects may not be undertaken, resulting in long-term operational inefficiencies. Identification of an ongoing funding source to adequately address facility asset preservation, mitigation of deferred maintenance and capital asset replacement remains a challenge.

Construction cost and rent escalation, recently creeping upward again in the Bay Area, is an additional challenge to cost-effective solutions.

Summary of Department Requests

General Government Capital Improvement Plan

The FY 2017-18 to FY 2021-22 Capital Improvement Plan identifies needs of approximately $261 million for County owned facilities. Funding available for this work is limited to $5.5 million.

As noted, use of General Fund dollars for capital projects is discretionary and limited. Therefore, a prioritization process is used. General Government departments may submit single or multiple new capital project requests in any given year.

Projects are listed in four categories:

- **Legal and Urgent**
- **Legal OR Urgent Projects**
- **Deferred Maintenance**
- **All Others**

Regional Parks Capital Improvement Plan

The Five Year Capital Improvement Plan for FY 2017-18 to FY 2021-22 totals $80.6 million, of which $36.1 million is needed for regional trails, $11.8 million for river and coastal access parks, $16.4 for community and regional parks, $12 million for regional open space parks & preserves, $4.3 for marina improvements in Bodega Bay.

Over $13.3 million of the Five-Year Capital Plan is currently funded, including $5.4 million in pending grant applications and agreements. The Five-Year Capital Plan considers an assortment of new grant opportunities as new funding programs are released. Regional Parks pursues a diverse grant portfolio to provide financial stability and diversity in types of projects. This Five-Year Capital Project Plan includes secured funding from 53 separate funding sources, frequently with multiple projects from the same funder. Regional Parks' financial strategy for capital projects begins with the only dedicated funding source for park capital projects, Park Mitigation Fees collected from new residential development in the unincorporated county. Regional Parks maximizes the value of those fees in two ways. The fees are used as seed money to develop project descriptions and cost estimates in order to jump start successful funding proposals for individual projects. Additionally, Regional Parks leverages those fees as a local match towards competitive federal, state, local, and private grants at a 13 to 1 ratio.

The economic recession impacted local, state, and federal revenue sources traditionally used by Regional Parks for acquisition, planning, and development. However, after a significant decline, local revenue from Park Mitigation Fees, sales-tax generated Measure M (Sonoma County Transportation Authority) and Measure F (Sonoma County Agricultural Preservation and Open Space District) has stabilized and is gradually increasing to pre-recession levels. In addition, after several years of reduced state bond-funded grants, the Proposition 1 Water Bond was approved by voters in November 2014 and other major new bonds are being considered by state legislators that could result in significant funding for park capital projects. Potential bonds being evaluated include a second Water Bond and a Parks Bond.

Funding for ongoing operations and maintenance associated with new parks, trails and visitor

amenities has been funded by the Sonoma County Transient Occupancy Tax, park user fees, leases, and other revenue sources. Additionally, the Agricultural Preservation and Open Space District has contributed funding for new parklands transferred to Regional Parks for the first 3 years of operations and maintenance. The operations and maintenance expenses associated with park acquisition and development are included in the department's FY 2017-18 budget submittal. This current fiscal year, Transient Occupancy Tax provides $2.65 million of funding, and Regional Parks is working with the County Administrator's Office to determine future sources of funding for operations and maintenance that could include additional Transient Occupancy Tax, fees, donations or other sources. Regional Parks will be returning to the Board for approval on a project by project basis to present and request funding for operations and maintenance costs associated with new parks, trails and visitor amenities.

Water Agency Capital Improvement Plan

The Water Agency's FY 2017-18 to FY 2021-22 Capital Improvement Plan identifies approximately $200 million in projects to be implemented over the next five years for meeting the Water Agency's mission and mandate. The Capital Improvement Plan supports efforts to enhance service reliability, provide a more resilient water supply, protect public and environmental health, meet regulatory compliance needs, and promote renewable energy resources. Some of those efforts include: replacement and rehabilitation of aging infrastructure that has served its useful life; implementation of projects required under the Biological Opinion for water supply operations along the Russian River and protection of salmonids; implementation of natural hazard reliability projects to increase systems reliability following a major earthquake along the Rodgers Creek Fault; and projects to sustain local water supplies by offsetting other demands, such as through providing recycled water to offset the use of imported Russian River water and local groundwater use.

Within this plan, $146 million is programmed for the Water Supply and Transmission Funds; $6.3 million is planned within the Water Agency's Flood Control Zones; and $48 million will be expended within the various Sanitation Districts and Zones administered by the Water Agency. Approximately $430,000 is planned for the Internal Services Fund. Two projects currently funded in Internal services are electric vehicle charging stations and a solar photovoltaic upgrade.

Transportation and Public Works Capital Improvement Plan

The FY 2017-18 to FY 2021-22 Capital Improvement Plan for Transportation and Public Works totals $231.7 million. The five-year plan for the Roads Division accounts for $172.4 million of the department total which includes: bridge replacement and seismic retrofit projects and road improvement projects including $67.4 million in General Fund contributions towards Pavement Preservation projects representing the Board's local commitment to improving the County's road network. The Airport Division projects include plans for Phase II of the runway extension, terminal improvements, a parking lot, fence enhancements, and other miscellaneous building and facility maintenance projects ($55.6 million). The Integrated Waste Division projects include maintenance work to be performed on five of the closed landfill locations ($2.3 million). The Transit Division has one project valued at $1.2 million for future remodel of the main Transit facility.

Table 1

Table 1

Table 1 provides a roll-up summary of all funding resource needs identified for this 2017-2022 Five Year Capital Improvement Plan broken down by each department. This table summarizes and reflects the total estimated value of projects for each Department or Agency of the overall Capital Improvement Plan. The Grand Total shows what it would cost if all projects in the plan were to be fully funded. Projects with partial funding are shown below with full project value indicated. For partially funded amounts, see Project Detail Sheets.

Department/ Agency	Funding Status	Prior FYs	Current FY 2016-17	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5 YR Total	Future FYs	Cumulative Project Total
General Government	Agency Total	24,136	16,421	30,845	58,365	75,471	28,670	28,159	221,510	3,185	265,252
	Funded/Funded by Others	11,704	1,600	3,504	1,915	1,600	1,600	1,600	8,000	3,185	24,489
	Partially Funded	11,957	14,160	13,149	26,624	53,707	6,553	6,720	106,753	0	132,871
	Unfunded	475	660	14,193	29,826	20,163	20,518	19,839	104,538	0	105,673
Regional Parks	Agency Total	17,074	15,592	13,163	22,634	16,741	23,392	4,048	79,977	30,677	143,320
	Funded/Funded by Others	4,555	3,022	1,482	130	105	53	5	1,565	0	9,122
	Partially Funded	12,519	12,570	11,681	22,304	16,115	22,859	3,543	76,501	29,677	131,267
	Unfunded	0	0	0	200	521	480	500	1,701	1,000	2,701
Transportation & Public Works	Agency Total	36,173	33,595	52,191	44,036	48,067	45,052	42,308	231,654	68,867	370,289
	Funded	25,510	27,494	39,346	14,813	19,770	21,312	20,675	115,916	0	168,921
	Partially Funded	10,663	6,101	12,645	27,423	28,297	23,740	21,633	113,738	68,867	199,369
	Unfunded	0	0	200	1,800	0	0	0	2,000	0	2,000
Water Agency	Agency Total	32,647	13,393	55,302	57,520	41,808	25,157	21,303	201,090	121,342	368,472
	Funded/Funded by Others	26,878	12,749	52,354	38,468	19,176	17,970	10,453	138,421	16,217	194,265
	Partially Funded/ Funded by Others	5,769	644	2,948	19,052	22,632	7,187	10,850	62,669	105,125	174,207
GRAND TOTAL		110,031	79,000	151,501	182,555	182,087	122,271	95,818	734,231	224,071	1,147,333

All values presented in thousands (1 x 1,000)

GENERAL GOVERNMENT CAPITAL IMPROVEMENT PLAN OVERVIEW

General Government 5–Year Capital Improvement Plan

Overview

General Government FY 2017-18 to FY 2021-22 Capital Improvement Plan identifies needs of approximately $261 million for County owned facilities. Projects are listed in four categories:

- **Legal and Urgent:** Projects are listed in this category if they address issues of safety, meet contractual obligations to other agencies and/or where significant risk to the County may result as a failure to resolve a deficiency. Included in the Legal and Urgent category are the Accessibility Barrier Removal projects.
- **Legal OR Urgent:** Projects listed in this category are intended to address less critical, but mandated needs of county agencies and facilities.
- **Deferred Maintenance:** Since 2009, a shortfall in funding has resulted in a backlog of routine preventative maintenance to preserve the useful life of an asset which includes heating, ventilation and air conditioning (HVAC) systems, electrical, sealants, roofing and finishes including carpeting. The scope of work identified in each building is described in the Facilities Condition Assessment completed by VFA Associates in 2014 and is attached as an appendix to this document.
- **All Others:** Projects listed in this category are intended to meet needs of county agencies and facilities that are not categorized as Legal and/or Urgent.

Projects Completed in FY 2016-17 ($22,961,438)

Prior year enabled the completion of the following projects in FY 2016-17:

MADF Roof Replacement – Phase I	$1,397,295
MADF R MOD Security Barrier Improvements	$849,403
MADF C MOD Security Barrier Improvements	$464,629
MADF Bunk Anti-Ligature Modifications	$319,495
MADF Body Scanner Installation	$106,184
MADF Recreation Yard Window System Repair	$123,156
MADF Clothing Conveyor Replacement	$313,595
Sheriff's Evidence Storage Facility	$2,031,507
Courthouse Coordination/Bridging Documents	$606,965
Paulin Well Relocation	$545,000
HOJ South Elevator Repair	$326,546
Moonraker Radio Vault	$805,000
Sears Point Communications Tower/ Vault Design	$109,947
Siri Communications Tower/Vault	$1,310,251
Meyers Grade Communications Tower/Vault	$1,393,807
HSD Paulin Lobby Advisory Services	$1,566,940
La Plaza A HVAC Replacement	$207,403
Fleet Facility	$9,514,088
Additional Miscellaneous Projects Total	$154,306

General Government 5–Year Capital Improvement Plan

Accessibility Barrier Removal Projects	$815,921
MADF D Mod Design Only	
La Plaza A & B Path of Travel & Parking	
Registrar of Voters Auto Door Opener	
SETP Update	
Fair Administration Path of Travel	
Sonoma Veteran's Center Auto Door Opener	
Accessibility Database Migration to VFA/Accruent	

Projects Requiring Additional Phases ($8,520,954)

The following projects were completed in FY 2016-17 as phases of a larger program of similar scope:

MADF Roof Replacement Phase 2	$2,843,533
Subsequent funding required identified in this Plan (FY1)	$1,408,085
MADF F MOD Housing Safety	$475,000
Subsequent funding required identified in this Plan (FY1)	$2,095,503
CMP 2nd Boiler Burner Replacement	$346,833
Subsequent funding required identified in this Plan (FY1)	$150,000
Detention Facility Electronic Security	$135,000
Subsequent funding required Identified in this Plan (FY1)	$1,067,000

Projects Active (Funded/Partially Funded) in FY 2016-17 ($3,450,648)

Projects where work is underway are listed below. Projects active and partially funded but require additional funding for construction are:

Veterans Sonoma Kitchen - Construction	$330,792
Veterans Petaluma Kitchen - Construction	$304,747
Veterans Guerneville HVAC - Construction	$226,855
Sears Point Communications Tower/Vault - Design	$109,947
Sears Point Communications Tower/Vault - Construction	$1,300,000
MADF Roof Replacement Phase 3B - Design	$178,307
MADF Roof Replacement Phase 3B - Construction	$700,000
MADF Dayroom Cameras Phase I - Construction	$300,000

Funding Needed FY 2017-18 ($6,100,085)

Examples of projects include:

Inmate Transfer Connection to Courthouse	$2,685,000
Main Adult Detention Facility Roof	$1,408,085
Microwave Radio Equipment Replacement	$107,000
Build 2050 County Center Development	$300,000
Accessibility Barrier Removal	$1,600,000
Registrar of Voters Restrooms	
Cloverdale Veterans Building	
Fairgrounds Building Path of Travel	
Fairgrounds Showcase Café Restrooms	
Transportation and Public Works	
Signalized Intersections	
Regional Parks	
Airport Restroom Upgrades	
Facilities Development and Management	
Administrative Allocation	

Deferred Maintenance Projects FY 2017-18 ($7,044,000)

Deferred maintenance is defined as the backlog of routine preventative maintenance to perserve the useful life of an asset. Costs for deferred maintenance projects identified in the Capital

General Government 5–Year Capital Improvement Plan

Improvement Plan total over $69 million.

Hall of Justice Elevator Life Extension Updates	$351,000
Central Mechanical Plant - Boilers	$150,000
Board of Supervisors/County Administrator's Office - Carpet	$1,074,000
General Government - Facility Condition and Asset Preservation	$3,877,000
Information Systems Department - Data Center Power Improvements	$85,000
Permits and Resource Management - Roofing Replacement	$80,000
Veterans/Community Buildings Maintenance and Repairs Annual Costs	$800,000
Fair - Hall of Flowers Roofing Replacement	$258,000
Fair - Grace Pavilion Roofing Replacement	$369,000

Programs

Projects can be identified individually or bundled into "programs" to help simplify the Capital Improvement Plan and to provide some flexibility in resource management and budgets. Examples of this "bundling" include: Accessibility, Facility Condition and Asset Preservation, Demolition, Veterans, Radio Towers, and others.

Americans with Disabilities Act

The County's 2009 updated Americans with Disabilities Act Self-Evaluation and Transition Plan includes a database of the physical barriers in County facilities that limit the accessibility of its programs, activities, or services to individuals with disabilities. It also provides a twelve-year schedule for removing those barriers. Barrier removal projects are the responsibility of General Services and other Departments with responsibility for facility management including County Fair, Regional Parks, Sonoma County Water Agency, and Transportation and Public Works. Accessibility Barrier Removal funds are distributed across these departments in proportion to the cost of barrier removal in facilities they manage. A portion of the funding also goes towards web-compliance, training, and program administration by the Human Resources Department. In addition to the specific barrier removal funds expended under the Transition Plan, barrier removal is also provided in individual capital project as part of the project scope, as required by the California Building Code. At the time of publication of this document, the 2009 updated Transition Plan is in its eighth year of implementation, continuing to address barrier removal in accordance with Board-accepted and code-mandated Transition Plan priorities.

Significant proposed FY 2017-18 Accessibility Barrier Removal projects totaling $1,600,000 include:

- Americans with Disabilities Act proposed barrier removal projects under the County of Sonoma 2009 updated Self-Evaluation Transition Plan for FY 2017-18 (Ninth Year Projects) includes work at the Fairgrounds, Registrar of Voters, Cloverdale Veteran's Center, Regional Parks and TPW Signalized Intersections. See accessibility project detail sheet for description of projects.

Facility Condition and Asset Preservation

In the first half of FY 2014-15, a comprehensive facility condition assessment was performed on the County's owned buildings, commissioned by the General Services Department. Results of the assessment confirmed the County's owned portfolio is at best in "Fair" condition, on average, with several facilities in, or trending towards, "Poor" condition. Many County facilities need major component repairs or replacements in the

near future in order to protect the value of the asset and prevent further deterioration. Individual high-priority asset preservation projects currently identified in the Plan align with the findings of the assessment.

Going forward, "must do" priorities such as detention security electronics, emergency back-up lighting or power distribution, along with an allowance for building components expected to need replacement in any given year, constitute a significant funding need – over $15 million annually for the next five years and beyond. $3 million of this is needed to address the "must do" priorities alone in FY 2017-18 (see Project Request #R160023, General Government-Facility Condition and Asset Preservation). If funding is available, the Plan proposes a $15.4 million annual project starting with Plan year FY 2018-19 to address needs identified in the Facility Condition Assessment identified in this year.

Data from the Comprehensive Facility Condition Assessment has been incorporated into the Project Request sheets to inform the Capital Improvement Plan review. "Capital Asset Preservation Policy" will be brought to your Board for consideration.

Significant proposed FY 2017-18 repair and replacement projects totaling $4,067,792 include:

- Roofing replacements at the Main Adult Detention Facility, and Permit and Resource Management Department.
- Detention facility upgrades at the Main Adult Detention Facility including D Module security, reinforcing Lobby Doors, Dental Office remodel, new Dayroom cameras and Central Control upgrades.

More broadly speaking, asset preservation projects also include projects that help keep existing County facilities functional relative to the services provided within them. In this respect, a renovation project may also be viewed as an "asset preservation" project. Where the cost of achieving renovation is reasonable, worthwhile projects will continue to be recommended for funding. Because most of the County's owned buildings are now more than fifty years old and are beyond their normal useful life, investing in these older buildings must be weighed against the potential advantages of leasing space, acquiring a newer facility, or constructing a new building.

Demolition Program

Several facility assets have been identified for demolition and hazardous mitigation. Assets currently included in this program are: the Porto Bodega Bay Pier, the vacant Russell Avenue house, the Old Valley of the Moon Children's Home at Los Guilicos, the Old Juvenile Hall at Los Guilicos, Crime Lab Modular at Los Guilicos and the house at the Meyers Grade radio tower location. All of these facilities are vacant, beyond their useful life and are being minimally maintained. Demolition of these facilities would allow for other potential uses for the property and redirection of maintenance dollars to other facilities.

Veterans Memorial Halls, Community Center

The County owns Veterans Memorial Halls, in Sonoma, Petaluma, Cotati, Sebastopol, Santa Rosa, Guerneville, and Cloverdale, and one Community Center in Occidental. Of the Veterans Halls, General Services Department operates Petaluma, Cotati, Sonoma, Cloverdale and Santa Rosa, while Regional Parks operates Occidental Community Center. The Sebastopol Veterans Hall

is operated by the non- profit Sebastopol Center for the Arts. All of these facilities are in need of component replacements and renewals in order to adequately serve veterans and the general public. Facility needs range across a variety of items such as exterior wall finishes, windows and roofing, heaters, sound systems and kitchen equipment. Sufficient funding to address these needs remains an ongoing challenge. Certain dedicated funding has allowed Americans with Disabilities Act barrier removal work to continue.

Significant proposed FY 2017-18 projects at Veterans Memorial Halls totaling $800,000 include:

- Guerneville Veterans Building HVAC and Structural Upgrades
- Petaluma and Sonoma Kitchen Improvements (design only)

Real Estate Space Needs

Several General Government departments are challenged to consolidate operations or have experienced program growth that exceeds existing space. General Services Department has received space requests from:

- Auditor-Controller-Assessor-Tax Collector
- Clerk-Recorder-Assessor
- County Administrator's Office
- County Counsel
- Department of Health Services
- Human Resources
- Human Services
- Information Systems Department
- Probation
- Public Defender
- Regional Parks

Buildings at the County Administration Center are fully occupied; opportunities to accommodate additional staff are very limited. Small- scale additions or expansions are not cost-effective. Off-campus leased space may provide opportunities to meet space needs, but lease rates are also expected to rise. Longer-term, consolidation of the County's General Government service operations into new, efficient multi-story buildings that replace the obsolete buildings at the County Administration Center could solve much of the space and service delivery challenges facing the County. Until agreed-upon financing strategies are identified for a longer term solution, interim solutions must be found.

Significant proposed FY 2017-18 planning project to address these totaling $300,000 include:

- Build 2050: County Government Center Development – Plan to revitalize County Center campus, and develop property for mixed use office, retail and housing.
- If a new County Government Center is constructed, the following Capital Improvement Projects totaling approximately $229,000,000 would not be required. These projects include:

General Government - Facility Condition and Asset Preservation, including accessibility barrier removal	$217,096,010
Information Systems Department - Data Center Power Improvements	$379,000
Permits and Resource Management - Roofing Replacement: cost included in General Government Facility Condition and Asset Preservation	
Central Mechanical Plant - Boilers	$171,000

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County Counsel Consolidation	$61,000
Human Services Department - Adult & Agiong Expansion	$191,000
Information Systems Department - 2300 Professional Reconfiguration	$1,393,000
Board of Supervisors/County Administrator's Office - Carpet	$1,074,000
General Government - Facility Condition and Asset Preservation	$3,877,000
Information Systems Department - Data Center Power Improvements	$379,000
Veterans/Community Buildings Maintenance and Repairs Annual Costs	$800,000
Fair - Hall of Flowers Roofing Replacement	$258,000
Fair - Grace Pavilion Roofing Replacement	$369,000

New Santa Rosa Courthouse

The California State Judicial Council has begun design of the new multi-story Santa Rosa courthouse. The new courthouse will be built just to the east of the existing Hall of Justice. Design is in progress and construction is expected to begin in 2018, with occupancy scheduled for 2020. Related County projects will also begin to modify adjacent County infrastructure, facilities and grounds that are impacted by the construction of the new State courthouse. Included in these projects are storm drainage improvements, and the construction of a secure inmate transfer connection between the Main Adult Detention Facility and the new courthouse.

Significant proposed FY 2017-18 projects related to the new State court house totaling $3,311,758 include:

- Installation of new storm drain infrastructure at parking lot at the Central Mechanical plant at 2680 Ventura Avenue.
- Secure inmate transfer connection between the Main Adult Detention Facility and new State court house (design phase).

Fire and Emergency Services

Fire and Emergency Services has previously acquired a number of fire engines for their volunteer fire fighting units with federal grant assistance. The cost of these investments and the need to ensure that the equipment be operational at all times mandates that the units be housed in environments that safeguard reliability and promote longevity. In addition, the grant conditions stipulate that the apparatus must be housed in structures of a certain quality. Currently, several fire engines continue to be stored in scattered, private barns within the response area. This dispersal has a resultant effect on response times. The ongoing projects to secure sites and construct fire stations and/or storage garages are a component of the solution to meet this requirement. In addition to the existing Mountain Fire Company facility on Sharps Road, the most recent addition was the new fire equipment garage constructed at the Annapolis Road Yard. Construction of these basic garages enhances response time, delivers superior protection for the equipment investment, provides a focus for community activities and may lower fire insurance rates for the District's citizens.

Significant proposed FY 2017-18 Fire and Emergency Services projects totaling $415,000 include:

- Design of a new "Truck Garage" apparatus storage facility on Lakeville Road in Petaluma.
- Real Estate will continue its preliminary due diligence for acquisition of property for a new "Truck Garage" apparatus storage facility and associated sleeping quarters for support of

volunteer fire departments in the San Antonio and Two Rock areas of southwest Sonoma County.

- As of the writing of this Plan, State funding for these projects has not been committed. Standards of Cover may modify priorities of Fire and Emergency Services projects.

Adult Detention

Projects benefitting Justice Services and Public Safety-related departments continue to account for a significant number of projects requested in the overall Plan. Public Safety Realignment (Assembly Bill 109) and Proposition 47 impacts on jail demographics continue to drive many facility modifications associated with County-owned detention facilities. Detention and other criminal justice projects proposed for consideration in the General Government Plan are guided by longer term objectives contained in the Criminal Justice Master Plan.

In November, 2015, the County was awarded a $40,000,000 grant from the State of California under Senate Bill 863 for the construction of a new behavior health housing unit and programs at the Main Adult Detention Facility. The County has provided the required 10% matching funds and is moving forward with the design of the facility. Construction of the new facility is anticipated to be complete in 2020.

The updated Criminal Justice Master Plan confirmed operational deficiencies exist within the County's adult detention facilities, and recommended that the County continue to utilize the Five-Year Capital Improvement Plan to implement the required housing unit improvements at the Main Adult Detention Facility, to enable safe and effective management of special populations.

Significant proposed FY 2017-18 detention projects totaling $1,868,150 include:

- Detention Facilities-Electronic Security and Communications Improvements. An assessment was completed in FY 2014-15 and identified the most urgent project(s).
- Implementation of a new Jail Management System. The jail management system will manage all jail operations, including classifications, booking, visitation, inmate programs and other programs as required under the Penal Code. $500,000 in funding exists for this program.

Radio Towers and Infrastructure – Communications

Radio tower and infrastructure projects support law enforcement, fire, public safety and other important county-wide radio communications. These projects promote the improvement of critical public safety communications and data processing functions. Radio tower upgrade projects (towers, foundations, access roads, power lines, equipment vaults) represent large investments, yet have a useful life of several decades. Meanwhile, the needs of the associated radio communication equipment must also be met. Equipment investments recur over the shorter useful lives of the equipment – measured in years, not decades. Between these two types of investment, ongoing annual funding will be necessary to maintain the functionality of the overall County-wide radio communications network.

Significant proposed FY 2017-18 radio communications projects totaling $1,950,000 include:

- Improvements to radio communication towers and supporting communication infrastructure at Sears Point, Rockpile and Tracen Two Rock.

General Government 5–Year Capital Improvement Plan

Planning Program

Significant Accomplishments in FY 2016-17

Significant, fully funded projects to be completed in the 2016-17 fiscal year include:

- Chanate Property – Awarded Exclusive Negotiating Agreement with Chanate Community Development Partners for sale of the Chanate Campus.
- Relocation of the Fleet Light Operations and Materials Testing Laboratory facility to a new site at the County Administration Center
- Construction of Meyers Grade radio tower and upgrade at Moonraker (Sea Ranch) communication site
- Subdivision of Main Adult Detention Facility R-mod dayroom
- Construction of new Sheriff evidence storage building

Cost Summary — Tables

Estimated Costs

The estimated project cost of all proposed work in the rolling five year time-frame for the current General Government Capital Improvement Plan FY 2017-22 is summarized in tables that follow. The tables also show estimated costs for projects initiated within, but extending beyond, the five-year time frame, for total project costs.

Funding Sources

Potential funding sources for projects in the General Government Plan include the General Fund and, for qualifying projects, the Criminal Justice Construction Fund. Staff will also search for grant funding and other sources throughout the year.

Funding Priorities

The current Five-Year Plan identifies thirty-one high-priority projects with compelling legal, regulatory, urgent safety or asset preservation needs for funding consideration in FY 2017-18 of the current Plan.

Additionally, funding for other important asset preservation, departmental space improvement, communications and public safety needs are listed for consideration during the budget process.

These tables describe:

- General Government Prioritized Project Description List (pg. B-24).
- General Government Project Funding Sources organized by Prioritized Projects (pg. B-27).
- General Government projects organized by Available Funding Sources (pg. B-36).
- General Government projects organized by four categories: Mandated, Operational Improvement, Deferred Maintenance and All Others (pg. B-41).
- General Government Funding Need by Functional Area – Project List (pg. B-45).

General Government

Prioritized Project Description List

Rank #	Detail Sheet	Request #	Phase	Name	Cumulative Project Total	Prior FYs Funding	Current Year FY 2016-17	FY1 2017-2018	FY2-FY5 2018 thru 2022
1	B-54	R110040	ACTIVE	Radio-Infrastructure (Various Communication Towers)	17,488	5,771	0	1,950	9,767
2	B-55	R160018	ACTIVE	MADF-Housing Safety and Security Requirements	12,288	475	0	2,096	9,717
3	B-56	R150044	ACTIVE	Detention-Electronic Security and Communications Improvements	11,474	0	135	1,067	10,272
4	B-57	R120002	ACTIVE	HOJ Elevator Life Extension Updates	717	336	0	381	0
5	B-58	R120004	ACTIVE	MADF-Re-Roof	4,252	1,944	900	1,408	0
6	B-59	R090002	ACTIVE	County Accessibility Barrier Removal	24,489	11,704	1,600	1,600	6,400
7	B-60	R130004	ACTIVE	Fire Garage (Volunteer) - Lakeville	927	15	0	401	512
8	B-61	R160012	ACTIVE	DHS-Animal Services Grand Jury Mitigation	1,075	175	432	268	200
9	B-62	R010001	ACTIVE	County Hazardous Materials Abatement - All Buildings	2,797	1,592	0	365	840
10	B-63	R110028	ACTIVE	New State Courthouse: Coordination Support	1,333	50	925	358	0
11	B-64	R110032	ACTIVE	MADF-Inmate Transfer Connection to Courthouse	12,450	75	9,689	2,686	0
12	B-65	R180026	ACTIVE	SHR-Seaview Tower Removal	91	0	0	91	0
13	B-66	R160015	REQUEST	Sheriff-911 Dispatch Console Replacement	433	0	0	433	0
14	B-67	R170004	REQUEST	HSD-Valley of the Moon Children's Center HVAC Isolation	316	0	0	0	316
15	B-68	R160023	REQUEST	GG-Facility Condition and Asset Preservation	64,000	0	0	3,877	60,123
16	B-69	R180018	REQUEST	ISD-Data Center Power Improvements	464	0	85	85	294
17	B-70	R070004	REQUEST	PRMD-Roofing Replacement	836	0	0	80	756
18	B-71	R100013	REQUEST	Veterans/Community Bldgs. Maintenance & Repairs Annual Costs	3,406	244	1,791	800	571
19	B-72	R160017	REQUEST	MADF-Dental Office Ergonomic/Safety Upgrade	292	0	0	292	0
20	B-73	R170021	REQUEST	Sheriff-Jail Management System	801	0	0	801	0
21	B-74	R100001	ACTIVE	Radio-Communications County Microwave System (Links)	2,193	360	191	202	1,440
22	B-75	R090005	ACTIVE	MADF-Dayroom Cameras - Phase 2	2,053	191	0	324	1,537

All values presented in thousands (1 x 1,000)

General Government

Prioritized Project Description List

Rank #	Detail Sheet	Request #	Phase	Name	Cumulative Project Total	Prior FYs Funding	Current Year FY 2016-17	FY1 2017-2018	FY2-FY5 2018 thru 2022
23	B-76	R150038	ACTIVE	Build 2050: County Government Center Development	65,175	475	0	300	64,400
24	B-77	R120009	ACTIVE	CMP-Boilers	497	347	0	150	0
25	B-78	R120010	REQUEST	Library-Guerneville North & East Side Rot Repair	230	0	0	50	180
26	B-79	R130003	REQUEST	Fire Garage (Volunteer) - Two Rock	1,272	0	0	0	1,272
27	B-80	R130005	REQUEST	Fire Garage (Volunteer) - San Antonio	1,096	0	0	0	1,096
28	B-81	R180001	REQUEST	CC-County Counsel Consolidation	61	0	0	20	41
29	B-82	R150011	REQUEST	MADF-Central Control Remodel	275	0	25	250	0
30	B-83	R170026	REQUEST	DHS-Animal Services Relocation or Major Improvements	1,663	0	0	438	1,225
31	B-84	R140152	ESTIMATED	MADF-Reinforce/Upgrade Lobby Doors	126	0	0	126	0
32	B-85	R150084	ACTIVE	TPW-Santa Rosa Road Yard Emergency Generator	300	150	0	150	0
33	B-86	R160007	ACTIVE	HSD-Adult & Aging Expansion	1,904	0	0	1,904	0
34	B-87	R150163	ACTIVE	ISD-2300 Professional Reconfiguration	1,393	0	0	194	1,199
35	B-88	R150001	ACTIVE	BOS/CAO-Carpet	1,304	231	0	1,074	0
36	B-89	R160210	ACTIVE	Probation Camp-Office Expansion	419	0	0	419	0
37	B-90	R130021	REQUEST	Probation Camp Expansion	936	0	0	0	936
38	B-91	R160004	REQUEST	Fair-Hall of Flowers Roofing Replacement	258	0	0	258	0
39	B-92	R160005	REQUEST	Fair-Grace Pavilion Roofing Replacement	436	0	0	436	0
40	B-93	R180012	REQUEST	DHS-Lobby Enlargement/Security Enhancement-Animal Services	194	0	0	80	114
41	B-94	R130007	REQUEST	Library-Guerneville Renovation	3,028	0	0	0	3,028
42	B-95	R160028	REQUEST	Radio-Dispatch Audio Recorder Replacement	107	0	0	107	0
43	B-96	R160056	REQUEST	HSD-Neighborhood Placed Service	2,750	0	0	700	2,050
44	B-97	R180017	REQUEST	ISD-Reprographics Space Repurpose	365	0	0	200	165
45	B-98	R180016	REQUEST	DHS-Storage Warehouse Building-Animal Services	94	0	0	94	0
46	B-99	R180020	REQUEST	NCDF-Lobby/Intake Ergonomic Upgrades	588	0	0	588	0

All values presented in thousands (1 x 1,000)

General Government

Prioritized Project Description List

Rank #	Detail Sheet	Request #	Phase	Name	Cumulative Project Total	Prior FYs Funding	Current Year FY 2016-17	FY1 2017-2018	FY2-FY5 2018 thru 2022
47	B-100	R150032	REQUEST	Probation Camp-Paving	438	0	0	175	263
48	B-101	R170027	REQUEST	LG-Master Planning	220	0	0	110	110
49	B-102	R170001	REQUEST	CRA-ROV Reconfiguration	75	0	0	75	0
50	B-103	R130008	REQUEST	CRA-Consolidation Project	4,327	4	0	258	4,065
51	B-104	R180005	REQUEST	HSD-Door for Paulin Reception	25	0	0	25	0
52	B-105	R160014	REQUEST	Sheriff-Russian River West County Public Safety Building	4,860	0	0	45	4,815
53	B-106	R180003	REQUEST	HSD-Security Cameras in Various HSD Locations	106	0	0	36	70
54	B-107	R150008	REQUEST	ISD-Data Center Power Improvements	998	0	0	40	958
55	B-108	R150009	REQUEST	ISD-Com-Cell Phone Booster	575	0	575	0	0
56	B-109	R180007	REQUEST	HSD-Paulin Parking Lot Lights	53	0	0	0	53
57	B-110	R180008	REQUEST	DHS-Surveillance Cameras-Animal Services	41	0	0	41	0
58	B-111	R180010	REQUEST	DHS-Replace Play Yard Fencing-Animal Services	135	0	72	63	0
59	B-112	R180009	REQUEST	DHS-Staff Only Driveway-Animal Services	95	0	0	95	0
60	B-113	R100003	REQUEST	Radio-Network Monitoring System (NMS)	300	0	0	0	300
61	B-114	R120048	REQUEST	Radio-700 MHz Trunked System	3,000	0	0	2,000	1,000
62	B-115	R180014	REQUEST	DHS-Reconfigure Parking Lot-Animal Services	240	0	0	15	225
63	B-116	R180019	REQUEST	PRO-Modular Trailer-Supervised Adult Crew Yard	665	0	0	665	0
64	B-117	R180004	REQUEST	HSD-Employment & Training Resource Room Reconfiguration	40	0	0	0	40
65	B-118	R170005	REQUEST	HSD-Westwind Conference Room Conversion	315	0	0	0	315
66	B-119	R180027	REQUEST	2017-2022 Capital Improvement Plan	100	0	0	100	0

All values presented in thousands (1 x 1,000)

Project Funding Sources

Rank #	Request #	Request Name and Funding Sources	Funding Totals	Project Total
1	R110040	Radio-Infrastructure (Various Communication Towers)		17,488
		General Fund	5,771	
		Unfunded	11,717	
2	R160018	MADF-Housing Safety and Security Requirements		12,288
		Unfunded	12,288	
3	R150044	Detention-Electronic Security and Communications Improvements		11,474
		Criminal Justice Construction Fund	135	
		Unfunded	11,339	
4	R120002	HOJ Elevator Life Extension Updates		717
		Courthouse Construction Fund	135	
		Judicial Fund	401	
		Unfunded	181	
5	R120004	MADF-Re-Roof		4,252
		Criminal Justice Construction Fund	1,980	
		General Fund	864	
		Unfunded	1,408	
6	R090002	County Accessibility Barrier Removal		24,489
		Community Development Block Grant	590	
		Courthouse Construction Fund	150	
		General Fund	10,801	
		Securitization/Endowment A	3,364	
		Unfunded	9,585	

Project Funding Sources

Rank #	Request #	Request Name and Funding Sources	Funding Totals	Project Total
7	R130004	Fire Garage (Volunteer) - Lakeville		927
		Securitization/ Endowment A	15	
		Unfunded	912	
8	R160012	DHS-Animal Services Grand Jury Mitigation		1,075
		Animal Services ACO	607	
		Unfunded	468	
9	R010001	County Hazardous Materials Abatement - All Buildings		2,797
		General Fund	1,642	
		Unfunded	1,155	
10	R110028	New State Courthouse: Coordination Support		1,333
		Courthouse Construction Fund	850	
		General Fund	125	
		Unfunded	358	
11	R110032	MADF-Inmate Transfer Connection to Courthouse		12,450
		Courthouse Construction Fund	320	
		Criminal Justice Construction Fund	75	
		General Fund	9,369	
		Unfunded	2,686	
12	R180026	SHR-Seaview Tower Removal		91
		Unfunded	91	
13	R160015	Sheriff-911 Dispatch Console Replacement		433
		Unfunded	433	

Project Funding Sources

Rank #	Request #	Request Name and Funding Sources	Funding Totals	Project Total
14	R170004	HSD-Valley of the Moon Children's Center HVAC Isolation		316
		Unfunded	316	
15	R160023	GG-Facility Condition and Asset Preservation		64,000
		Unfunded	64,000	
16	R180018	ISD-Data Center Power Improvements		464
		Unfunded	464	
17	R070004	PRMD-Roofing Replacement		836
		Unfunded	836	
18	R100013	Veterans/Community Bldgs. Maintenance & Repairs Annual Costs		3,406
		General Fund	2,035	
		Unfunded	1,371	
19	R160017	MADF-Dental Office Ergonomic/Safety Upgrade		292
		Unfunded	292	
20	R170021	Sheriff-Jail Management System		801
		Unfunded	801	
21	R100001	Radio-Communications County Microwave System (Links)		2,193
		General Fund	551	
		Unfunded	1,642	

Project Funding Sources

Rank #	Request #	Request Name and Funding Sources	Funding Totals	Project Total
22	R090005	MADF-Dayroom Cameras - Phase 2		2,053
		General Fund	191	
		Unfunded	1,862	
23	R150038	Build 2050: County Government Center Development		65,175
		General Fund	475	
		Unfunded	64,700	
24	R120009	CMP-Boilers		497
		General Fund	347	
		Unfunded	150	
25	R120010	Library-Guerneville North & East Side Rot Repair		230
		Unfunded	230	
26	R130003	Fire Garage (Volunteer) - Two Rock		1,272
		Unfunded	1,272	
27	R130005	Fire Garage (Volunteer) - San Antonio		1,096
		Unfunded	1,096	
28	R180001	CC-County Counsel Consolidation		61
		General Fund	61	
29	R150011	MADF-Central Control Remodel		275
		General Fund	25	
		Unfunded	250	

Project Funding Sources

Rank #	Request #	Request Name and Funding Sources	Funding Totals	Project Total
30	R170026	DHS-Animal Services Relocation or Major Improvements		1,663
		Unfunded	1,663	
31	R140152	MADF-Reinforce/Upgrade Lobby Doors		126
		Unfunded	126	
32	R150084	TPW-Santa Rosa Road Yard Emergency Generator		300
		General Fund	150	
		Unfunded	150	
33	R160007	HSD-Adult & Aging Expansion		1,904
		Human Services Department FUND 11505	1,904	
34	R150163	ISD-2300 Professional Reconfiguration		1,393
		Unfunded	1,393	
35	R150001	BOS/CAO-Carpet		1,304
		General Fund	231	
		Unfunded	1,074	
36	R160210	Probation Camp-Office Expansion		419
		Unfunded	419	
37	R130021	Probation Camp Expansion		936
		Unfunded	936	

Project Funding Sources

Rank #	Request #	Request Name and Funding Sources	Funding Totals	Project Total
38	R160004	Fair-Hall of Flowers Roofing Replacement		258
		Fairgrounds Funding	150	
		Unfunded	108	
39	R160005	Fair-Grace Pavilion Roofing Replacement		436
		Fairgrounds Funding	150	
		Unfunded	286	
40	R180012	DHS-Lobby Enlargement/Security Enhancement-Animal Services		194
		General Fund	194	
41	R130007	Library-Guerneville Renovation		3,028
		Library Sales Tax	800	
		Unfunded	2,228	
42	R160028	Radio-Dispatch Audio Recorder Replacement		107
		Unfunded	107	
43	R160056	HSD-Neighborhood Placed Service		2,750
		Unfunded	2,750	
44	R180017	ISD-Reprographics Space Repurpose		365
		Unfunded	365	
45	R180016	DHS-Storage Warehouse Building-Animal Services		94
		Unfunded	94	

Project Funding Sources

Rank #	Request #	Request Name and Funding Sources	Funding Totals	Project Total
46	R180020	NCDF-Lobby/Intake Ergonomic Upgrades		588
		Unfunded	588	
47	R150032	Probation Camp-Paving		438
		Unfunded	438	
48	R170027	LG-Master Planning		220
		Unfunded	220	
49	R170001	CRA-ROV Reconfiguration		75
		Unfunded	75	
50	R130008	CRA-Consolidation Project		4,327
		Recorder Modernization	3,500	
		Unfunded	827	
51	R180005	HSD-Door for Paulin Reception		25
		Unfunded	25	
52	R160014	Sheriff-Russian River West County Public Safety Building		4,860
		Unfunded	4,860	
53	R180003	HSD-Security Cameras in Various HSD Locations		106
		General Fund	106	

Project Funding Sources

Rank #	Request #	Request Name and Funding Sources	Funding Totals	Project Total
54	R150008	ISD-Data Center Power Improvements		998
		Unfunded	998	
55	R150009	ISD-Com-Cell Phone Booster		575
		Unfunded	575	
56	R180007	HSD-Paulin Parking Lot Lights		53
		Unfunded	53	
57	R180008	DHS-Surveillance Cameras-Animal Services		41
		Unfunded	41	
58	R180010	DHS-Replace Play Yard Fencing-Animal Services		135
		Outside Fundraising	72	
		Unfunded	63	
59	R180009	DHS-Staff Only Driveway-Animal Services		95
		Unfunded	95	
60	R100003	Radio-Network Monitoring System (NMS)		300
		General Fund	300	
61	R120048	Radio-700 MHz Trunked System		3,000
		Unfunded	3,000	
62	R180014	DHS-Reconfigure Parking Lot-Animal Services		240
		Unfunded	240	

Rank #	Request #	Request Name and Funding Sources	Funding Totals	Project Total
63	R180019	PRO-Modular Trailer-Supervised Adult Crew Yard		665
		Unfunded	665	
64	R180004	HSD-Employment & Training Resource Room Reconfiguration		40
		Unfunded	40	
65	R170005	HSD-Westwind Conference Room Conversion		315
		Human Services Department FUND 11505	315	
66	R180027	2017-2022 Capital Improvement Plan		100
		General Fund	100	
		Grand Total	265,253	265,253

Available Funding Sources

Animal Services Accumulated Capital Outlay		
Request #	Request Name	Funding Amount
R170026	DHS-Animal Services Relocation or Major Improvements	607
R160012	DHS-Animal Services Grand Jury Mitigation	0
	Funding Total	607
Community Development Block Grant		
Request #	Request Name	Funding Amount
R090002	County Accessibility Barrier Removal	590
	Funding Total	590
Courthouse Construction Fund		
Request #	Request Name	Funding Amount
R120002	HOJ Elevator Life Extension Updates	135
R110028	New State Courthouse: Coordination Support	850
R110032	MADF-Inmate Transfer Connection to Courthouse	320
R090002	County Accessibility Barrier Removal	150
	Funding Total	1,455
Criminal Justice Construction Fund		
Request #	Request Name	Funding Amount
R120004	MADF-Re-Roof	1,980
R150044	Detention-Electronic Security and Communications Improvements	135
R110032	MADF-Inmate Transfer Connection to Courthouse	75
	Funding Total	2,190
Fairgrounds Funding		
Request #	Request Name	Funding Amount
R160005	Fair-Grace Pavilion Roofing Replacement	150
R160004	Fair-Hall of Flowers Roofing Replacement	150
	Funding Total	300

Available Funding Sources

General Fund		
Request #	Request Name	Funding Amount
R120004	MADF-Re-Roof	864
R110040	Radio-Infrastructure (Various Communication Towers)	5,771
R010001	County Hazardous Materials Abatement - All Buildings	1,642
R110028	New State Courthouse: Coordination Support	125
R110032	MADF-Inmate Transfer Connection to Courthouse	9,369
R090002	County Accessibility Barrier Removal	10,801
R100013	Veterans/Community Bldgs. Maintenance & Repairs Annual Costs	2,035
R100001	Radio-Communications County Microwave System (Links)	551
R150038	Build 2050: County Government Center Development	475
R090005	MADF-Dayroom Cameras - Phase 2	191
R120009	CMP-Boilers	347
R180001	CC-County Counsel Consolidation	61
R150011	MADF-Central Control Remodel	25
R150084	TPW-Santa Rosa Road Yard Emergency Generator	150
R150001	BOS/CAO-Carpet	231
R100003	Radio-Network Monitoring System (NMS)	300
R180012	DHS-Lobby Enlargement/Security Enhancement-Animal Services	194
R180003	HSD-Security Cameras in Various HSD Locations	106
R180027	2017-2022 Capital Improvement Plan	500
	Funding Total	33,738

Human Services Department Fund 11505		
Request #	Request Name	Funding Amount
R160007	HSD-Adult & Aging Expansion	191
R170005	HSD-Westwind Conference Room Conversion	315
	Funding Total	506

Available Funding Sources

Judicial Fund		
Request #	Request Name	Funding Amount
R120002	HOJ Elevator Life Extension Updates	401
	Funding Total	401
Library Sales Tax		
Request #	**Request Name**	**Funding Amount**
R130007	Library-Guerneville Renovation	800
	Funding Total	800
Outside Fundraising		
Request #	**Request Name**	**Funding Amount**
R180010	DHS-Replace Play Yard Fencing-Animal Services	72
	Funding Total	72
Recorder Modernization		
Request #	**Request Name**	**Funding Amount**
R130008	CRA-Consolidation Project	3,500
	Funding Total	3,500
Securitization/Endowment A		
Request #	Request Name	Funding Amount
R090002	County Accessibility Barrier Removal	3,364
R130004	Fire Garage (Volunteer) - Lakeville	15
	Funding Total	3,364
Unfunded		
Request #	Request Name	Funding Amount
R120002	HOJ Elevator Life Extension Updates	181
R120004	MADF-Re-Roof	1,408
R150044	Detention-Electronic Security and Communications Improvements	11,339
R160018	MADF-Housing Safety and Security Requirements	12,288
R110040	Radio-Infrastructure (Various Communication Towers)	11,717

Available Funding Sources

Unfunded		
R010001	County Hazardous Materials Abatement - All Buildings	1,155
R110028	New State Courthouse: Coordination Support	358
R110032	MADF-Inmate Transfer Connection to Courthouse	2,686
R160012	DHS-Animal Services Grand Jury Mitigation	468
R090002	County Accessibility Barrier Removal	9,585
R130004	Fire Garage (Volunteer) - Lakeville	912
R180026	SHR-Seaview Tower Removal	91
R160023	GG-Facility Condition and Asset Preservation	64,000
R170004	HSD-Valley of the Moon Children's Center HVAC Isolation	316
R160015	Sheriff-911 Dispatch Console Replacement	433
R070004	PRMD-Roofing Replacement	836
R100013	Veterans/Community Bldgs. Maintenance & Repairs Annual Costs	1,371
R180018	ISD-Data Center Power Improvements	464
R160017	MADF-Dental Office Ergonomic/Safety Upgrade	292
R170021	Sheriff-Jail Management System	801
R100001	Radio-Communications County Microwave System (Links)	1,642
R150038	Build 2050: County Government Center Development	64,700
R090005	MADF-Dayroom Cameras - Phase 2	1,862
R120009	CMP-Boilers	150
R120010	Library-Guerneville North & East Side Rot Repair	230
R130005	Fire Garage (Volunteer) - San Antonio	1,096
R130003	Fire Garage (Volunteer) - Two Rock	1,272
R150011	MADF-Central Control Remodel	250
R140152	MADF-Reinforce/Upgrade Lobby Doors	126
R170026	DHS-Animal Services Relocation or Major Improvements	1,663
R150084	TPW-Santa Rosa Road Yard Emergency Generator	150
R150163	ISD-2300 Professional Reconfiguration	1,393
R150001	BOS/CAO-Carpet	1,074

Available Funding Sources

Unfunded		
R160210	Probation Camp-Office Expansion	419
R160005	Fair-Grace Pavilion Roofing Replacement	286
R130021	Probation Camp Expansion	936
R160004	Fair-Hall of Flowers Roofing Replacement	108
R150032	Probation Camp-Paving	438
R170027	LG-Master Planning	220
R180020	NCDF-Lobby/Intake Ergonomic Upgrades	588
R180016	DHS-Storage Warehouse Building-Animal Services	94
R160056	HSD-Neighborhood Placed Service	2,750
R180017	ISD-Reprographics Space Repurpose	365
R130007	Library-Guerneville Renovation	2,228
R160028	Radio-Dispatch Audio Recorder Replacement	107
R120048	Radio-700 MHz Trunked System	3,000
R180014	DHS-Reconfigure Parking Lot-Animal Services	240
R180019	PRO-Modular Trailer-Supervised Adult Crew Yard	665
R180009	DHS-Staff Only Driveway-Animal Services	95
R180010	DHS-Replace Play Yard Fencing-Animal Services	63
R180008	DHS-Surveillance Cameras-Animal Services	41
R150009	ISD-Com-Cell Phone Booster	575
R180007	HSD-Paulin Parking Lot Lights	53
R150008	ISD-Data Center Power Improvements	998
R160014	Sheriff-Russian River West County Public Safety Building	4,860
R130008	CRA-Consolidation Project	827
R180005	HSD-Door for Paulin Reception	25
R170001	CRA-ROV Reconfiguration	75
R180004	HSD-Employment & Training Resource Room Reconfiguration	40
	Funding Total	216,405

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Cumulative Project Total	Prior FYs	FY1 2017-18	FY2-FY5 2018 thru 2022
			MANDATED	91,977	21,800	14,378	38,933
B-54	R110040	ACTIVE	Radio-Infrastructure (Various Communication Towers)	17,488	5,771	1,950	9,767
B-55	R160018	ACTIVE	Main Adult Detention Facility - Housing Safety and Security Requirements	12,288	475	2,096	9,717
B-56	R150044	ACTIVE	Detention-Electronic Security and Communications Improvements	11,474	0	1,067	10,272
B-58	R120004	ACTIVE	Main Adult Detention Facility - Re-Roof	4,252	1,944	1,408	0
B-59	R090002	ACTIVE	County Accessibility Barrier Removal	24,489	11,704	1,600	6,400
B-60	R130004	ACTIVE	Fire Garage (Volunteer) - Lakeville	927	15	401	512
B-61	R160012	ACTIVE	Department of Health Services - Animal Services Grand Jury Mitigation	1,075	175	268	200
B-62	R010001	ACTIVE	County Hazardous Materials Abatement - All Buildings	2,797	1,592	365	840
B-63	R110028	ACTIVE	New State Courthouse: Coordination Support	1,333	50	358	0
B-64	R110032	ACTIVE	Main Adult Detention Facility - Inmate Transfer Connection to Courthouse	12,450	75	2,686	0
B-65	R180026	ACTIVE	SHR-Seaview Tower Removal	91	0	91	0
B-66	R160015	REQUEST	Sheriff - 911 Dispatch Console Replacement	433	0	433	0
B-72	R160017	REQUEST	Main Adult Detention Facility -Dental Office Ergonomic/Safety Upgrade	292	0	292	0
B-73	R170021	REQUEST	Sheriff - Jail Management System	801	0	801	0
B-83	R170026	REQUEST	Department of Health Services - Animal Services Relocation or Major Improvements	1,663	0	438	1,225
B-84	R140152	ESTIMATED	Main Adult Detention Facility -Reinforce/Upgrade Lobby Doors	126	0	126	0
			OPERATIONAL IMPROVEMENT	77,294	1,176	3,648	72,279
B-74	R100001	ACTIVE	Radio-Communications County Microwave System (Links)	2,193	360	202	1,440
B-75	R090005	ACTIVE	Main Adult Detention Facility -Dayroom Cameras - Phase 2	2,053	191	324	1,537

All values presented in thousands (1 x 1,000)

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Cumulative Project Total	Prior FYs	FY1 2017-18	FY2-FY5 2018 thru 2022
B-76	R150038	ACTIVE	Build 2050: County Government Center Development	65,175	475	300	64,400
B-85	R150084	ACTIVE	Transportation and Public Works - Santa Rosa Road Yard Emergency Generator	300	150	150	0
B-89	R160210	ACTIVE	Probation Camp - Office Expansion	419	0	419	0
B-79	R130003	REQUEST	Fire Garage (Volunteer) - Two Rock	1,272	0	0	1,272
B-80	R130005	REQUEST	Fire Garage (Volunteer) - San Antonio	1,096	0	0	1,096
B-67	R170004	REQUEST	Human Services Department - Valley of the Moon Children's Center HVAC Isolation	316	0	0	316
B-93	R180012	REQUEST	Department of Health Services - Lobby Enlargement/Security Enhancement-Animal Services	194	0	80	114
B-96	R160056	REQUEST	Human Services Department - Neighborhood Placed Service	2,750	0	700	2,050
B-99	R180020	REQUEST	North County Detention Facility - Lobby/Intake Ergonomic Upgrades	588	0	588	0
B-104	R180005	REQUEST	Human Services Department - Door for Paulin Reception	25	0	25	0
B-109	R180007	REQUEST	Human Services Department - Paulin Parking Lot Lights	53	0	0	53
B-112	R180009	REQUEST	Department of Health Services - Staff Only Driveway-Animal Services	95	0	95	0
B-116	R180019	REQUEST	Probation - Modular Trailer-Supervised Adult Crew Yard	665	0	665	0
B-119	R180027	REQUEST	2017-2022 Capital Improvement Plan	100	0	100	0
			DEFERRED MAINTENANCE	**71,919**	**1,157**	**7,142**	**61,744**
B-57	R120002	ACTIVE	Hall of Justice Elevator Life Extension Updates	717	336	381	0
B-77	R120009	ACTIVE	Central Mechanical Plant - Boilers	497	347	150	0
B-88	R150001	ACTIVE	Board of Supervisors/Count Administrator's Office - Carpet	1,304	231	1,074	0

All values presented in thousands (1 x 1,000)

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Cumulative Project Total	Prior FYs	FY1 2017-18	FY2-FY5 2018 thru 2022
B-68	R160023	REQUEST	General Government - Facility Condition and Asset Preservation	64,000	0	3,877	60,123
B-69	R180018	REQUEST	Information Systems Department - Data Center Power Improvements	464	0	85	294
B-70	R070004	REQUEST	Permits and Resource Management - Roofing Replacement	836	0	80	756
B-71	R100013	REQUEST	Veterans/Community Bldgs. Maintenance & Repairs Annual Costs	3,406	244	800	571
B-91	R160004	REQUEST	Fair - Hall of Flowers Roofing Replacement	258	0	258	0
B-92	R160005	REQUEST	Fair - Grace Pavilion Roofing Replacement	436	0	436	0
			OTHER	**24,061**	**4**	**5,677**	**17,709**
B-86	R160007	ACTIVE	Human Services Department - Adult & Aging Expansion	1,904	0	1,904	0
B-87	R150163	ACTIVE	Information Systems Department - 2300 Professional Reconfiguration	1,393	0	194	1,199
B-78	R120010	REQUEST	Library - Guerneville North & East Side Rot Repair	230	0	50	180
B-81	R180001	REQUEST	County Counsel Consolidation	61	0	20	41
B-82	R150011	REQUEST	Main Adult Detention Facility - Central Control Remodel	275	0	250	0
B-90	R130021	REQUEST	Probation Camp Expansion	936	0	0	936
B-94	R130007	REQUEST	Library - Guerneville Renovation	3,028	0	0	3,028
B-95	R160028	REQUEST	Radio - Dispatch Audio Recorder Replacement	107	0	107	0
B-97	R180017	REQUEST	Information Systems Department - Reprographics Space Repurpose	365	0	200	165
B-98	R180016	REQUEST	Department of Health Services - Storage Warehouse Building-Animal Services	94	0	94	0
B-100	R150032	REQUEST	Probation Camp - Paving	438	0	175	263

All values presented in thousands (1 x 1,000)

General Government

Projects Organized by Categories

Detail Sheet	Request #	Phase	Name	Cumulative Project Total	Prior FYs	FY1 2017-18	FY2-FY5 2018 thru 2022
B-101	R170027	REQUEST	Los Guilicos - Master Planning	220	0	110	110
B-102	R170001	REQUEST	Clerk-Recorder-Assessor - Registrar of Voters Reconfiguration	75	0	75	0
B-103	R130008	REQUEST	Clerk-Recorder-Assessor - Consolidation Project	4,327	4	258	4,065
B-105	R160014	REQUEST	Sheriff - Russian River West County Public Safety Building	4,860	0	45	4,815
B-106	R180003	REQUEST	Human Services Department - Security Cameras in Various HSD Locations	106	0	36	70
B-107	R150008	REQUEST	Information Systems Department - Data Center Power Improvements	998	0	40	958
B-108	R150009	REQUEST	Information Systems Department - Com-Cell Phone Booster	575	0	0	0
B-110	R180008	REQUEST	Department of Health Services - Surveillance Cameras-Animal Services	41	0	41	0
B-111	R180010	REQUEST	Department of Health Services - Replace Play Yard Fencing-Animal Services	135	0	63	0
B-113	R100003	REQUEST	Radio - Network Monitoring System (NMS)	300	0	0	300
B-114	R120048	REQUEST	Radio - 700 MHz Trunked System	3,000	0	2,000	1,000
B-115	R180014	REQUEST	Department of Health Services - Reconfigure Parking Lot-Animal Services	240	0	15	225
B-117	R180004	REQUEST	Human Services Department - Employment & Training Resource Room Reconfiguration	40	0	0	40
B-118	R170005	REQUEST	Human Services Department - Westwind Conference Room Conversion	315	0	0	315

All values presented in thousands (1 x 1,000)

General Government

Funding Need by Functional Area – Project List

Function	Funding Status	Project Name (Request #)	Prior FYs	Current FY 2016-17	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5 YR Total	Future FYs	Project Total
Administrative and Fiscal Services	Funded		11,704	1,600	1,600	1,600	1,600	1,600	1,600	8,000	3,185	24,489
		County Accessibility Barrier Removal (R090002)	11,704	1,600	1,600	1,600	1,600	1,600	1,600	8,000	3,185	24,489
Administrative and Fiscal Services	Partially Funded		5,296	13,306	7,780	20,618	48,838	210	210	77,656	0	96,257
		County Hazardous Materials Abatement - All Buildings (R010001)	1,592	0	365	210	210	210	210	1,205	0	2,797
		Veterans/Community Bldgs. Maintenance & Repairs Annual Costs (R100013)	244	1,791	800	500	71	0	0	1,371	0	3,406
		New State Courthouse: Coordination Support (R110028)	50	925	358	0	0	0	0	358	0	1,333
		MADF-Inmate Transfer Connection to Courthouse (R110032)	75	9,689	2,686	0	0	0	0	2,686	0	12,450
		HOJ Elevator Life Extension Updates (R120002)	336	0	381	0	0	0	0	381	0	717
		MADF-Re-Roof (R120004)	1,944	900	1,408	0	0	0	0	1,408	0	4,252
		CMP-Boilers (R120009)	347	0	150	0	0	0	0	150	0	497
		CRA-Consolidation Project (R130008)	4	0	258	3,908	158	0	0	4,323	0	4,327
		BOS/CAO-Carpet (R150001)	231	0	1,074	0	0	0	0	1,074	0	1,304
		Build 2050: County Government Center Development (R150038)	475	0	300	16,000	48,400	0	0	64,700	0	65,175

All values presented in thousands (1 x 1,000)

General Government

Funding Need by Functional Area – Project List

Function	Funding Status	Project Name (Request #)	Prior FYs	Current FY 2016-17	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5 YR Total	Future FYs	Project Total
Administrative and Fiscal Services	Unfunded		0	660	4,831	18,734	15,031	15,031	15,031	68,657	0	69,317
		PRMD-Roofing Replacement (R070004)	0	0	80	756	0	0	0	836	0	836
		Library-Guerneville North & East Side Rot Repair (R120010)	0	0	50	180	0	0	0	230	0	230
		ISD-Data Center Power Improvements (R150008)	0	0	40	958	0	0	0	998	0	998
		ISD-Com-Cell Phone Booster (R150009)	0	575	0	0	0	0	0	0	0	575
		ISD-2300 Professional Reconfiguration (R150163)	0	0	194	1,199	0	0	0	1,393	0	1,393
		GG-Facility Condition and Asset Preservation (R160023)	0	0	3,877	15,031	15,031	15,031	15,031	64,000	0	64,000
		CRA-ROV Reconfiguration (R170001)	0	0	75	0	0	0	0	75	0	75
		LG-Master Planning (R170027)	0	0	110	110	0	0	0	220	0	220
		CC-County Counsel Consolidation (R180001)	0	0	20	41	0	0	0	61	0	61
		ISD-Reprographics Space Repurpose (R180017)	0	0	200	165	0	0	0	365	0	365
		ISD-Data Center Power Improvements (R180018)	0	85	85	294	0	0	0	379	0	464
		2017-2022 Capital Improvement Plan (R180027)	0	0	100	0	0	0	0	100	0	100
Development Services	Partially Funded		165	0	551	512	0	0	0	1,062	0	1,227

All values presented in thousands (1 x 1,000)

General Government

Funding Need by Functional Area – Project List

Function	Funding Status	Project Name (Request #)	Prior FYs	Current FY 2016-17	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5 YR Total	Future FYs	Project Total
		Fire Garage (Volunteer) - Lakeville (R130004)	15	0	401	512	0	0	0	912	0	927
		TPW-Santa Rosa Road Yard Emergency Generator (R150084)	150	0	150	0	0	0	0	150	0	300
Development Services	Unfunded		0	0	0	212	1,149	1,007	0	2,368	0	2,368
		Fire Garage (Volunteer) - Two Rock (R130003)	0	0	0	0	265	1,007	0	1,272	0	1,272
		Fire Garage (Volunteer) - San Antonio (R130005)	0	0	0	212	884	0	0	1,096	0	1,096
Health and Human Services	Funded By Others		0	0	1,904	315	0	0	0	2,219	0	2,219
		HSD-Adult & Aging Expansion (R160007)	0	0	1,904	0	0	0	0	1,904	0	1,904
		HSD-Westwind Conference Room Conversion (R170005)	0	0	0	315	0	0	0	315	0	315
Health and Human Services	Partially Funded		175	504	331	200	0	0	0	531	0	1,210
		DHS-Animal Services Grand Jury Mitigation (R160012)	175	432	268	200	0	0	0	468	0	1,075
		DHS-Replace Play Yard Fencing-Animal Services (R180010)	0	72	63	0	0	0	0	63	0	135
Health and Human Services	Unfunded		0	0	1,525	2,782	762	550	0	5,618	0	5,618
		HSD-Neighborhood Placed Service (R160056)	0	0	700	850	650	550	0	2,750	0	2,750

All values presented in thousands (1 x 1,000)

General Government

Funding Need by Functional Area – Project List

Function	Funding Status	Project Name (Request #)	Prior FYs	Current FY 2016-17	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5 YR Total	Future FYs	Project Total
		HSD-Valley of the Moon Children's Center HVAC Isolation (R170004)	0	0	0	316	0	0	0	316	0	316
		DHS-Animal Services Relocation or Major Improvements (R170026)	0	0	438	1,147	78	0	0	1,663	0	1,663
		HSD-Security Cameras in Various HSD Locations (R180003)	0	0	36	36	34	0	0	106	0	106
		HSD-Employment & Training Resource Room Reconfiguration (R180004)	0	0	0	40	0	0	0	40	0	40
		HSD-Door for Paulin Reception (R180005)	0	0	25	0	0	0	0	25	0	25
		HSD-Paulin Parking Lot Lights (R180007)	0	0	0	53	0	0	0	53	0	53
		DHS-Surveillance Cameras-Animal Services (R180008)	0	0	41	0	0	0	0	41	0	41
		DHS-Staff Only Driveway-Animal Services (R180009)	0	0	95	0	0	0	0	95	0	95
		DHS-Lobby Enlargement/ Security Enhancement-Animal Services (R180012)	0	0	80	114	0	0	0	194	0	194
		DHS-Reconfigure Parking Lot-Animal Services (R180014)	0	0	15	225	0	0	0	240	0	240
		DHS-Storage Warehouse Building-Animal Services (R180016)	0	0	94	0	0	0	0	94	0	94
Justice Services	Partially Funded		6,322	351	3,794	5,294	4,869	6,343	6,510	26,810	0	33,483

All values presented in thousands (1 x 1,000)

General Government

Funding Need by Functional Area – Project List

Function	Funding Status	Project Name (Request #)	Prior FYs	Current FY 2016-17	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5 YR Total	Future FYs	Project Total
		MADF-Dayroom Cameras - Phase 2 (R090005)	191	0	324	347	371	396	423	1,862	0	2,053
		Radio-Communications County Microwave System (Links) (R100001)	360	191	202	360	360	360	360	1,642	0	2,193
		Radio-Infrastructure (Various Communication Towers) (R110040)	5,771	0	1,950	2,394	1,694	2,894	2,784	11,717	0	17,488
		MADF-Central Control Remodel (R150011)	0	25	250	0	0	0	0	250	0	275
		Detention-Electronic Security and Communications Improvements (R150044)	0	135	1,067	2,193	2,443	2,693	2,943	11,339	0	11,474
Justice Services	Unfunded		475	0	7,837	8,099	2,855	2,600	3,478	24,867	0	25,342
		Radio-Network Monitoring System (NMS) (R100003)	0	0	0	300	0	0	0	300	0	300
		Radio-700 MHz Trunked System (R120048)	0	0	2,000	500	500	0	0	3,000	0	3,000
		Probation Camp Expansion (R130021)	0	0	0	0	0	104	832	936	0	936
		MADF-Reinforce/Upgrade Lobby Doors (R140152)	0	0	126	0	0	0	0	126	0	126
		Probation Camp-Paving (R150032)	0	0	175	263	0	0	0	438	0	438
		Sheriff-Russian River West County Public Safety Building (R160014)	0	0	45	4,815	0	0	0	4,860	0	4,860
		Sheriff-911 Dispatch Console Replacement (R160015)	0	0	433	0	0	0	0	433	0	433

All values presented in thousands (1 x 1,000)

General Government

Funding Need by Functional Area – Project List

Function	Funding Status	Project Name (Request #)	Prior FYs	Current FY 2016-17	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5 YR Total	Future FYs	Project Total
		MADF-Dental Office Ergonomic/Safety Upgrade (R160017)	0	0	292	0	0	0	0	292	0	292
		MADF-Housing Safety and Security Requirements (R160018)	475	0	2,096	2,221	2,355	2,496	2,646	11,813	0	12,288
		Radio-Dispatch Audio Recorder Replacement (R160028)	0	0	107	0	0	0	0	107	0	107
		Probation Camp-Office Expansion (R160210)	0	0	419	0	0	0	0	419	0	419
		Sheriff-Jail Management System (R170021)	0	0	801	0	0	0	0	801	0	801
		PRO-Modular Trailer-Supervised Adult Crew Yard (R180019)	0	0	665	0	0	0	0	665	0	665
		NCDF-Lobby/Intake Ergonomic Upgrades (R180020)	0	0	588	0	0	0	0	588	0	588
		SHR-Seaview Tower Removal (R180026)	0	0	91	0	0	0	0	91	0	91
Other County Services	Partially Funded		0	0	694	0	0	0	0	694	0	694
		Fair-Hall of Flowers Roofing Replacement (R160004)	0	0	258	0	0	0	0	258	0	258
		Fair-Grace Pavilion Roofing Replacement (R160005)	0	0	436	0	0	0	0	436	0	436
Other County Services	Unfunded		0	0	0	0	367	1,330	1,330	3,028	0	3,028
		Library-Guerneville Renovation (R130007)	0	0	0	0	367	1,330	1,330	3,028	0	3,028

All values presented in thousands (1 x 1,000)

PROJECT DETAILS ORGANIZED BY PRIORITY RANKING

Radio-Infrastructure (Various Communication Towers)

Function Area:
Justice Services

Strategic Plan Impact:

Request: R110040

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Invest in the Future

Project Description

PROGRAM: Develop essential communication sites to improve redundancy, fill gaps, and alleviate overloading for emergency response services along coast, West County, North County, and Santa Rosa. The "Radio Needs Analysis Report 8-2009" identified several areas with poor radio communications coverage. Additionally, existing sites need reconstruction. New towers and/or communications buildings have, through this program, been completed at Sleepy Mountain, Mt. Jackson, Siri Mountain, Meyers Grade Road, and Moonraker at The Sea Ranch. Modifications were completed at Mt Barham and Bay View communications tower sites. Currently construction documents prepared for permit are ready for Sears Point and preliminary design is begun on Tracen Two Rocks. Funding for this fiscal year will allow the Sears Point project to be constructed, and designs prepared for Tracen Two Rock and Rockpile for construction in the following fiscal year. High public safety priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	2,638
Construction:	13,012
Furniture/Reloc:	0
Other:	1,837
Project Total:	17,488
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improves emergency response time along Coast.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	5,771	0	0	0	0	0	0	0	0	5,771
Unfunded	0	0	1,950	2,394	1,694	2,894	2,784	11,717	0	11,717
TOTALS:	5,771	0	1,950	2,394	1,694	2,894	2,784	11,717	0	17,488

All Values are presented in Thousands (1 x 1000)

MADF-Housing Safety and Security Requirements

Function Area:
Justice Services

Strategic Plan Impact:

Request: R160018

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship
Safe, Healthy & Caring Communities

Project Description

Construct improvements to the housing modules to allow better management of the inmate population and provide safety and security for inmates and staff. This includes replacement of wood doors with steel doors, new locks and controls, sub-dividing the housing modules, replacing porcelain sinks and toilets with stainless steel units, and similar improvements. Suicide prevention measures also a part of this include installing dayroom restroom and shower doors with viewports. This was a series of individual projects, but have been consolidated into a program, and the program has not received any funding. Work under previous fundings have been completed to date in C Mod, F Mod, R Mod and Mental Health. Construction documents are ready to permit work in D Mod. Funding detailed for FY 2017-18 includes construction in D Mod, and design for 2 additional Mods to be ready for construction during FY 2018-19.
-R160024 MADF-Observation and Safety Cell Conversions - Project Total $491,385

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,890
Construction:	8,862
Furniture/Reloc:	0
Other:	1,536
Project Total:	12,288
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	509
Maintenance:	821
Other:	0
OM Total:	1,330
Replacement Value:	299,142
RI Cost:	74,876
RI:	0.24

Service Impact:

Improves inmate management.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	475	0	2,096	2,221	2,355	2,496	2,646	11,813	0	12,288
TOTALS:	475	0	2,096	2,221	2,355	2,496	2,646	11,813	0	12,288

All Values are presented in Thousands (1 x 1000)

Detention-Electronic Security and Communications Improvements

Function Area:
Justice Services

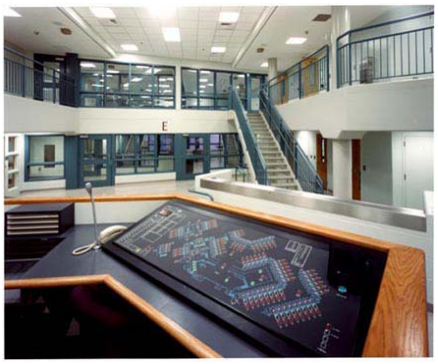
Strategic Plan Impact:

Request: R150044

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Economic & Environmental Stewardship
Invest in the Future

Project Description



A consultant assessment study was completed in FY 14/15 analyzing the existing security and communications systems in the County Detention Facilities. The report provides recommendations for replacement and/or modernization of the existing equipment. Below are the items that have been prioritized over the next 2 years. Replacement Value and Replacement Index Cost summarizes the amounts for MADF Detention and MADF Addition, and Replacement Index is an average of the two.
Year 1: Main Adult Detention Facility: Replace the 24VDC Door Power System North County Detention Facility; Add Video Visitation System
Juvenile Justice Center: Replace Analog Cameras with Digital
Probation Camp: Provide Dedicated Telecom Rooms
Year 2: Main Adult Detention Facility: Replace Intercom/Paging System; Add Video Visitation System; Replace Analog Cameras with Digital
North County Detention Facility: Add Cameras to Dayrooms
Juvenile Justice Center: Provide Increased CCTV Storage; Add Video Visitation System
Probation Camp: Provide Horizontal Cabling Infrastructure
The County is legally required to have these systems in place. Current funding has paid for new fiber infrastructure at MADF and NCDF.

Project Cost by Phase	
Acquisition:	0
Design/PM:	2,283
Construction:	7,679
Furniture/Reloc:	0
Other:	1,512
Project Total:	11,474
Current Phase:	DESIGN

Operation and Maintenance Cost	
Utilities:	509
Maintenance:	821
Other:	0
OM Total:	1,330
Replacement Value:	598,284
RI Cost:	74,876
RI:	0.48

Service Impact:

Improved security and communications.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Criminal Justice Construction Fund	0	135	0	0	0	0	0	0	0	135
Unfunded	0	0	1,067	2,193	2,443	2,693	2,943	11,339	0	11,339
TOTALS:	0	135	1,067	2,193	2,443	2,693	2,943	11,339	0	11,474

All Values are presented in Thousands (1 x 1000)

HOJ Elevator Life Extension Updates

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R120002

Department/Division:
General Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Project Description

PROGRAM: Update the Hall of Justice elevators to prevent failure, as recommended in the assessment report by Hesselberg, Keesee & Associates. North Elevator is now compliant. South Elevator is scheduled for summer 2016. Request is for Central Elevator. Costs are shared with the Courts (60%) and the County (40%).

Project Cost by Phase	
Acquisition:	0
Design/PM:	62
Construction:	620
Furniture/Reloc:	0
Other:	35
Project Total:	717
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	186
Maintenance:	364
Other:	0
OM Total:	550
Replacement Value:	170,526
RI Cost:	59,708
RI:	0.35

Service Impact:

Compliance with life safety requirements.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Courthouse Construction Fund	135	0	0	0	0	0	0	0	0	135
Judicial Fund	201	0	201	0	0	0	0	201	0	401
Unfunded	0	0	181	0	0	0	0	181	0	181
TOTALS:	336	0	381	0	0	0	0	381	0	717

All Values are presented in Thousands (1 x 1000)

MADF-Re-Roof

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R120004

Department/Division:
General Services

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship
Invest in the Future

Project Description

The Main Adult Detention Facility roofing has been leaking since 2012. In 2014 the main expansion joint was repaired and design documents were prepared for replacement of the entire roofing system with a single ply PVC roofing membrane and new insulation. The design documents were completed in a way to allow construction of the project to be accomplished in three phases. The first phase has been completed in FY 2015-16 with a remaining balance of $225,000 to be carried over to phase two. Replacement of the south roof (phase two) is scheduled for funding during FY 2016-17. With the addition of $900,000 from the Criminal Justice Construction Funding, the phase is completely funded. Replacement of the west and east wings (phase three) is to be funded in FY 2017-18. The project is currently on schedule, and continued funding is necessary for completion. Asset preservation priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	304
Construction:	3,562
Furniture/Reloc:	0
Other:	387
Project Total:	4,252
Current Phase:	CONST

Operation and Maintenance Cost	
Utilities:	509
Maintenance:	821
Other:	0
OM Total:	1,330
Replacement Value:	299,142
RI Cost:	74,876
RI:	0.24

Service Impact:

Reduced energy cost. Asset preservation.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	864	0	0	0	0	0	0	0	0	864
Criminal Justice Construction Fund	1,080	900	0	0	0	0	0	0	0	1,980
Unfunded	0	0	1,408	0	0	0	0	1,408	0	1,408
TOTALS:	1,944	900	1,408	0	0	0	0	1,408	0	4,252

All Values are presented in Thousands (1 x 1000)

County Accessibility Barrier Removal

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R090002

Department/Division:
Human Resources

Board of Supervisors Focus Areas:
Civic Services & Engagement

Project Description

PROGRAM: Remove and/or correct non-compliant building and site elements in accordance with updated County Self-Evaluation Transition Plan priorities.

Ninth year projects include: Registrar of Voters Restrooms - $265,000; Cloverdale Vets Building - $185,000; Fairgrounds Administration Building Path of Travel - $250,000; Fairgrounds Showcase Café Restrooms - $110,000; TPW Signalized Intersections - $100,000; Regional Parks (Parks to provide project list) - $240,000; accessibility compliance funds for litigation - $200,000; Facilites Development and Management Administrative Allocation - $250,000. Totals $1,600,000.

Project Cost by Phase	
Acquisition:	0
Design/PM:	2,817
Construction:	19,585
Furniture/Reloc:	0
Other:	2,087
Project Total:	24,489
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Asset preservation, accessible services, and Board of Supervisors mandate.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Securitization/Endowment A	3,364	0	0	0	0	0	0	0	0	3,364
General Fund	7,601	1,600	1,600	0	0	0	0	1,600	0	10,801
Courthouse Construction Fund	150	0	0	0	0	0	0	0	0	150
Unfunded	0	0	0	1,600	1,600	1,600	1,600	6,400	3,185	9,585
CDBG	590	0	0	0	0	0	0	0	0	590
TOTALS:	11,704	1,600	1,600	1,600	1,600	1,600	1,600	8,000	3,185	24,489

All Values are presented in Thousands (1 x 1000)

Fire Garage (Volunteer) - Lakeville

Function Area:
Development Services

Strategic Plan Impact:

Request: R130004

Department/Division:
Fire Emergency Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Project Description

Design and construct a new “Truck Garage” apparatus storage facility for support of volunteer fire departments in the Lakeville area. The garage is to be a pre-engineered metal building with four bays, with approximate dimensions of 40' X 60'; no heat or air conditioning in the equipment area, minimal lighting and power outlets, and manually operated overhead doors. Minimal parking paving and truck apron. Project budget does not include any road or highway improvements if required. The "no-project" option leaves fire trucks scattered in local area barns, with lengthier response times and high fire insurance rates. High public safety consideration.

Project Cost by Phase	
Acquisition:	0
Design/PM:	221
Construction:	624
Furniture/Reloc:	0
Other:	82
Project Total:	927
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improved emergency response time.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Securitization/ Endowment A	15	0	0	0	0	0	0	0	0	15
Unfunded	0	0	401	512	0	0	0	912	0	912
TOTALS:	15	0	401	512	0	0	0	912	0	927

All Values are presented in Thousands (1 x 1000)

DHS-Animal Services Grand Jury Mitigation

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R160012

Department/Division:
Health Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Project Description

PROGRAM: Both the Grand Jury Report (2005) and the Swatt/Miers Architects report (2009) recommend substantial improvements to the facility, or moving to a new facility. The 2013-14 Grand Jury Final Report recommends that "...the Board of Supervisors provide additional space at the Sonoma County Animal Services facility." This project is addressing those issues raised by identifying project priorities including expansion of the surgical unit, office space, heat, cold, and noise mitigation, kennel renovations for sound, heat, and cooling. ACO funding covered Surgery design, Kennel misting completed in 2016. Acoustical improvements dropped when it became clear the architects estimate was 50% too low. Additional funding required to complete modular Surgery. Asset preservation priority. Per liaison, DHS is reconsidering the viability of this project. While it improves the surgery facility, it does not increase capacity. -R180015 DHS-Supplemental Funds for Completing Surgical Suite/Acoustic Panels-Animal Services - Project Total $200,000.

Project Cost by Phase	
Acquisition:	0
Design/PM:	215
Construction:	610
Furniture/Reloc:	143
Other:	107
Project Total:	1,075
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	97
Maintenance:	66
Other:	0
OM Total:	164
Replacement Value:	14,722
RI Cost:	4,373
RI:	0.30

Service Impact:

Asset preservation.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	268	200	0	0	0	468	0	468
Animal Services ACO	175	432	0	0	0	0	0	0	0	607
TOTALS:	175	432	268	200	0	0	0	468	0	1,075

All Values are presented in Thousands (1 x 1000)

County Hazardous Materials Abatement - All Buildings

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R010001

Department/Division:
General Services

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship

Project Description

PROGRAM: Abate unforeseen hazardous materials discovered during construction of other projects, in which funding for abatement was not previously identified. Older County facilities have building components that may contain hazardous materials including asbestos (in spray-on acoustical ceilings, pipe insulation, floor tiles and joint compound); lead paint; and mold (near roof or plumbing leaks). Such material does not present health risks when safely managed, and should be removed prior to construction or remodeling per State and federal regulations. Positive identification is often not possible until demolition begins. This program fund allows General Services Department to address unforeseen hazardous materials abatement as needed at County-owned buildings. Asset preservation priority.

Project Cost by Phase	
Acquisition:	50
Design/PM:	688
Construction:	2,059
Furniture/Reloc:	0
Other:	0
Project Total:	2,797
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Funding from GS sources takes funding from deferred maintenance. Puts system at risk of failure.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	1,592	0	10	10	10	10	10	50	0	1,642
Unfunded	0	0	355	200	200	200	200	1,155	0	1,155
TOTALS:	1,592	0	365	210	210	210	210	1,205	0	2,797

All Values are presented in Thousands (1 x 1000)

New State Courthouse: Coordination Support

Function Area:
Administrative and Fiscal Services

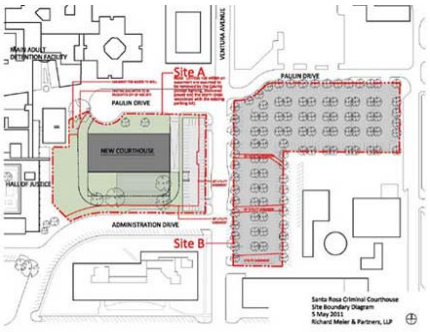
Strategic Plan Impact:

Request: R110028

Department/Division:
General Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Economic & Environmental Stewardship
Invest in the Future
Civic Services & Engagement

Project Description



Pending State budget approval, the new State Court House will begin construction in March 2019, requiring the County to fulfill obligations made through the Joint Occupancy Agreement with the Judicial Council of California, and the Administrative Office of the Courts. The County's obligations are to provide various site and utility improvements associated with cleanup of the abandoned Fleet parking lot, and various improvements to other curbs, walks, landscaping, and site lighting. The primary project includes the installation of a new storm water line across the Court's future parking lot, and connecting to the storm water system at Ventura Drive.
The storm drain work is designed, and waiting for funding to begin construction. Construction is not expected to begin until the spring of 2017, after Fleet Operations has been relocated, and the rainy season has passed. The work is scheduled to take three months. The remainder of the coordination work will be scheduled between January 2018 and January 2020, in conjunction with the court house completion. High contractual, asset preservation and economic benefit priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	295
Construction:	1,038
Furniture/Reloc:	0
Other:	0
Project Total:	1,333
Current Phase:	CONST

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Net decrease as site maintenance transfers to State.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Courthouse Construction Fund	0	850	0	0	0	0	0	0	0	850
General Fund	50	75	0	0	0	0	0	0	0	125
Unfunded	0	0	358	0	0	0	0	358	0	358
TOTALS:	50	925	358	0	0	0	0	358	0	1,333

All Values are presented in Thousands (1 x 1000)

MADF-Inmate Transfer Connection to Courthouse

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R110032

Department/Division:
General Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Invest in the Future
Economic & Environmental Stewardship
Civic Services & Engagement

Project Description

Pending state budget approval, the design and construction of a secure inmate transfer connection between existing court holding in the Main Adult Detention Facility (MADF), and the new State Courthouse. A concept design study and cost estimate were previously funded.
The County is obligated to have the connection facility interface completed by February 2019, which is the beginning of construction for the courts facility structure. In order to meet this deadline, the project will be broken in to two phases. First phase will include completion of design, permitting, bidding, and construction of the underground portion of the connector. Construction will begin in February of 2018. Phase two will construct the tower and bridge components of the connector, and can be completed during the courts construction period between March 2019 and March 2021.
A secure connection constructed by the County avoids increased inmate transfer operational costs, and improves inmate and security staff safety.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,647
Construction:	9,711
Furniture/Reloc:	0
Other:	1,091
Project Total:	12,450
Current Phase:	DESIGN

Operation and Maintenance Cost	
Utilities:	509
Maintenance:	821
Other:	0
OM Total:	1,330
Replacement Value:	299,142
RI Cost:	74,876
RI:	0.24

Service Impact:

Net increase in facility M&O per increase in connection area. Significant Sheriff Office staff operational cost avoidance.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	2,686	0	0	0	0	2,686	0	2,686
General Fund	0	9,369	0	0	0	0	0	0	0	9,369
Criminal Justice Construction Fund	75	0	0	0	0	0	0	0	0	75
Courthouse Construction Fund	0	320	0	0	0	0	0	0	0	320
TOTALS:	75	9,689	2,686	0	0	0	0	2,686	0	12,450

All Values are presented in Thousands (1 x 1000)

SHR-Seaview Tower Removal

Function Area:
Justice Services

Strategic Plan Impact:

Request: R180026

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Economic & Environmental Stewardship

Project Description

Remove Seaview tower due to legal complications. Transfer project from real estate RE0056. County lease to operate the Seaview tower on land owned by Soper-Wheeler has expired. County needs to remove tower and County personal property located on the Seaview site. County to retain contractor to be hired by General Services.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	91
Furniture/Reloc:	0
Other:	0
Project Total:	91
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Legal requirement to remove tower.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	91	0	0	0	0	91	0	91
TOTALS:	0	0	91	0	0	0	0	91	0	91

All Values are presented in Thousands (1 x 1000)

Sheriff-911 Dispatch Console Replacement

Function Area:
Justice Services

Strategic Plan Impact:

Request: R160015

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Economic & Environmental Stewardship
Invest in the Future
Civic Services & Engagement

Project Description

Replace aging dispatch consoles with twelve new stations. Current consoles (workstations) dating to 2002 are out of warranty. Replacement is recommended every ten years. Several have needed repair in the past two years. Broken consoles can cause an unsafe workplace. Emergency communication consoles are subject to demanding and continuous use, 24 hours a day, 7 days each week by different employees, with different physical sizes and needs. The dispatch console (workstation) furniture sustains several years of use when compared to one year of typical office furniture use. The sit-to-stand functions on the consoles are beginning to fail; requiring costly repairs not budgeted for; the desktop will not level (sometimes tilts to 90 degrees) therefore making it unusable. Parts required for repair are difficult to acquire and will become obsolete. Asset preservation priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	22
Construction:	96
Furniture/Reloc:	275
Other:	39
Project Total:	433
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	266
Maintenance:	172
Other:	0
OM Total:	438
Replacement Value:	74,953
RI Cost:	8,873
RI:	0.12

Service Impact:

Stable and quick response to emergencies.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	433	0	0	0	0	433	0	433
TOTALS:	0	0	433	0	0	0	0	433	0	433

All Values are presented in Thousands (1 x 1000)

HSD-Valley of the Moon Children's Center HVAC Isolation

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R170004

Department/Division:
Human Services

Board of Supervisors Focus Areas:
Invest in the Future

Project Description

Install a separate heating, ventilation and air conditioning system in one wing at Valley of the Moon Children's Center, to reduce the possible transmission of airborne infection particles through the ventilation system. Mandated to comply with Airborne Disease Transmission guidelines. Order of Magnitude estimate.

Project Cost by Phase	
Acquisition:	0
Design/PM:	85
Construction:	196
Furniture/Reloc:	6
Other:	29
Project Total:	316
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	150
Maintenance:	90
Other:	0
OM Total:	239
Replacement Value:	16,221
RI Cost:	3,562
RI:	0.22

Service Impact:

Utilities will be increased substantially for this wing to correspond with doubling of unit tonnage to accommodate required full exhaust. Hot and cold days will be most affected.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	316	0	0	0	316	0	316
TOTALS:	0	0	0	316	0	0	0	316	0	316

All Values are presented in Thousands (1 x 1000)

GG-Facility Condition and Asset Preservation

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R160023

Department/Division:
General Services

Board of Supervisors Focus Areas:
Invest in the Future

Project Description

Preserve County-owned facility asset value. Repair and/or replace necessary building components and equipment identified in the 2014 Facility Condition Assessment. Cost estimates are construction only. The next phase includes packaging projects with complete costs. Plan for FY17-18 includes: Replace Juvenile Justice Center Kitchen swamp cooler with mechanical cooling $60K, Human Services main automatic transfer switch replacement $75K, Information Systems automatic transfer switch replacement $75K, County Center transformer repairs $50K, Detention lock renewal at Main Adult Detention Facility(MADF) $35K, Detention laundry equipment renewal at North County Detention Facility $450K, Juvenile Justice Center wall sealing $200K, North County Detention Facility kitchen underground plumbing replacement $200K, MADF boiler and tempering valve replacements $135K, MADF generator radiator replacement $40K, County Center add automated logic controls to heating ventilation and air conditioning systems $432K, MADF kitchen equipment renewal $1.222M, replace ceiling tiles in the District Attorney area of Hall of Justice $40K, MADF reseal all exterior windows/repair cracks and penetrations $863K.

Project Cost by Phase	
Acquisition:	0
Design/PM:	15,350
Construction:	48,650
Furniture/Reloc:	0
Other:	0
Project Total:	64,000
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Reduction in cumulative repair costs through proactive efforts. Increased staff resources need as of F.Y. 2016-17.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	3,877	15,031	15,031	15,031	15,031	64,000	0	64,000
TOTALS:	0	0	3,877	15,031	15,031	15,031	15,031	64,000	0	64,000

All Values are presented in Thousands (1 x 1000)

ISD-Data Center Power Improvements

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R180018

Department/Division:
Information Systems

Board of Supervisors Focus Areas:

Project Description

PROGRAM: Power improvements for data center including replacement of under capacity and aging generator, as recommended in a 2010 report commissioned by General Services. This project will help ensure continuity of core emergency and other critical services. Data center power requirements are growing. The current data center generator is aging and undersized. Critical services would be unavailable due to loss of utility power and inadequate backup power. This project will ensure critical systems are operational and available in emergency and other needed situations. Upgrade of generator will need to include upgrade in conduit and cable, as well as properly sized transfer switch.

Project Cost by Phase	
Acquisition:	0
Design/PM:	95
Construction:	369
Furniture/Reloc:	0
Other:	0
Project Total:	464
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	263
Maintenance:	44
Other:	0
OM Total:	307
Replacement Value:	23,734
RI Cost:	11,588
RI:	0.49

Service Impact:

Data center continued power during emergencies.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	85	85	294	0	0	0	379	0	464
TOTALS:	0	85	85	294	0	0	0	379	0	464

All Values are presented in Thousands (1 x 1000)

PRMD-Roofing Replacement

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R070004

Department/Division:
General Services

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship

Project Description

Replace failing roof, correct drainage, and install "cool roof" at Permit and Resource Management Department building. The existing roofing weather layer is worn to the fiber layer; the membrane is cracking; water cannot flow properly to drains resulting in ponding of water, hastening failure. The existing dark roofing collects excess heat. This project will correct deficiencies and improve thermal performance. Phasing is not feasible for this large, flat roof. Fund design in FY 2017-18, replace in FY 2018-19. Asset preservation priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	80
Construction:	756
Furniture/Reloc:	0
Other:	0
Project Total:	836
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	40
Maintenance:	88
Other:	0
OM Total:	128
Replacement Value:	36,201
RI Cost:	13,092
RI:	0.36

Service Impact:

Reduced energy and repair costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	80	756	0	0	0	836	0	836
TOTALS:	0	0	80	756	0	0	0	836	0	836

All Values are presented in Thousands (1 x 1000)

Veterans/Community Bldgs. Maintenance & Repairs Annual Costs

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R100013

Department/Division:
General Services

Board of Supervisors Focus Areas:
Civic Services & Engagement
Economic & Environmental Stewardship

Project Description

PROGRAM: This project will address on-going maintenance and repairs. FY 2016 funds providing design fees for: Guerneville heating, ventilation and airconditioning system, structural issues, and Sonoma and Petaluma kitchens. FY 2017-18 funds will be required for the construction phase of these projects as well as design fees for Cotati kitchen upgrade.

Project Cost by Phase	
Acquisition:	0
Design/PM:	256
Construction:	3,150
Furniture/Reloc:	0
Other:	0
Project Total:	3,406
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	38
Maintenance:	48
Other:	0
OM Total:	86
Replacement Value:	12,508
RI Cost:	9,078
RI:	0.71

Service Impact:

Asset preservation.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	244	1,791	0	0	0	0	0	0	0	2,035
Unfunded	0	0	800	500	71	0	0	1,371	0	1,371
TOTALS:	244	1,791	800	500	71	0	0	1,371	0	3,406

All Values are presented in Thousands (1 x 1000)

MADF-Dental Office Ergonomic/Safety Upgrade

Function Area:
Justice Services

Strategic Plan Impact:

Request: R160017

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Invest in the Future

Project Description

The current Main Adult Detention Facility dental facility is deficient and in violation of the Department of Health and California Building Code for lack of a hand washing sink that is separate from the utility sink. Additionally, the facility is in violation with the configuration of the X-Ray development equipment and Sterilization both using the same counter top area and sink. The suite requires three sinks for operation and only has one. The remainder of the Dental Office layout is awkward, resulting in functional challenges for dental staff, with limitations on freedom of movement creating safety concerns. Relocation of x-ray machine, column, and dental chair within the existing dental office, will alleviate these challenges.

Project Cost by Phase	
Acquisition:	0
Design/PM:	104
Construction:	150
Furniture/Reloc:	11
Other:	27
Project Total:	292
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	509
Maintenance:	821
Other:	0
OM Total:	1,330
Replacement Value:	299,142
RI Cost:	74,876
RI:	0.24

Service Impact:

Health code compliance.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	292	0	0	0	0	292	0	292
TOTALS:	0	0	292	0	0	0	0	292	0	292

All Values are presented in Thousands (1 x 1000)

Sheriff-Jail Management System

Function Area:
Justice Services

Strategic Plan Impact:

Request: R170021

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Invest in the Future

Project Description

The need for the Jail Management System is driven by our need to implement an Objective Jail Classification Plan, which is the standard recognized by the National Institute of Corrections, and is required under Penal Code (4002P.C). The Jail Management System will manage all of the Jail's operations including classification, booking, visitation, inmate programs, commissary, and medical care. Additionally, the Jail Management System will expedite manual processes, prevent redundancy, automate classification, and support the electronic medical records. Ultimately the strength of the Jail Management System is its contribution towards a safer housing approach for a jail population that is more and more violent and unpredictable.

Project Cost by Phase	
Acquisition:	0
Design/PM:	155
Construction:	542
Furniture/Reloc:	0
Other:	104
Project Total:	801
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Increases safety for inmates and staff.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	801	0	0	0	0	801	0	801
TOTALS:	0	0	801	0	0	0	0	801	0	801

All Values are presented in Thousands (1 x 1000)

Radio-Communications County Microwave System (Links)

Function Area:
Justice Services

Strategic Plan Impact:

Request: R100001

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities
Invest in the Future

Project Description

Replace and upgrade existing, aging Microwave System Links between the Sheriff Office to Sonoma Mountain, and Sheriff Office to Mt. Jackson site locations. The Sonoma Mountain and Mt Jackson site locations are the two key loop protection microwave links that are originated from the Sheriff Office radio room. The equipment has exceeded its reliable life cycle. Subsequent years will continue additional replacements to avoid catastrophic outage. Links are to County-wide communications for Law, Fire, Emergency Medical, Parks, Roads, Sonoma County Water Agency, Animal Control, and Transit personnel. Public safety priority. Asset preservation priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	2,193
Project Total:	2,193
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Replacement avoids catastrophic failure of county wide communication systems.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	360	191	0	0	0	0	0	0	0	551
Unfunded	0	0	202	360	360	360	360	1,642	0	1,642
TOTALS:	360	191	202	360	360	360	360	1,642	0	2,193

All Values are presented in Thousands (1 x 1000)

MADF-Dayroom Cameras - Phase 2

Function Area:
Justice Services

Strategic Plan Impact:

Request: R090005

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Invest in the Future

Project Description

Install new pan-tilt-zoom cameras and recording system in housing modules. Increases in gang-affiliated and mental health inmates in the Main Adult Detention Facility, makes jail management more difficult and potentially hazardous. This project provides increased monitoring for safety of correctional officers, and maximum visibility with audio and recording capability to allow the Emergency Response Team to observe an incident before entering. Project was originally funded for $321,000. Preliminary analysis is started from the Detention Electronic Security and Communications Assessment report, and the consultant is selected pending approval. First phase, which is budgeted for $650,000, is to complete the Camera equipment, support system analysis, and implement design and installation for Digital Storage, Fiber Optic infrastructure, and Booking.

Project Cost by Phase	
Acquisition:	0
Design/PM:	374
Construction:	1,678
Furniture/Reloc:	0
Other:	0
Project Total:	2,053
Current Phase:	CONST

Operation and Maintenance Cost	
Utilities:	509
Maintenance:	211
Other:	0
OM Total:	720
Replacement Value:	299,142
RI Cost:	74,876
RI:	0.24

Service Impact:

Requires maintenance and support for new devices. Increased monitoring for safety of correctional officers.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	191	0	0	0	0	0	0	0	0	191
Unfunded	0	0	324	347	371	396	423	1,862	0	1,862
TOTALS:	191	0	324	347	371	396	423	1,862	0	2,053

All Values are presented in Thousands (1 x 1000)

Build 2050: County Government Center Development

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R150038

Department/Division:
General Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Project Description

Addresses the highest priority space needs at the County Center campus. Most County departments are in need of additional space, including County Counsel, Probation, Public Defender, Human Services, Health Services, Information Systems, Human Resources, and Clerk-Recorder-Assessor. Solutions include to evaluate and plan for construction of a new parking garage and a new multi-story office building to house County services, or develop an alternative leasing strategy to meet ongoing space and consolidation demands. This is a continuation of previous strategic evaluations relative to County facility needs and disposition of developable lands, including Chanate. Replacement Value and RI Cost include building and site values from VFA.

-R150058 Public Defender-Space Plan for Future - project total $75,000 (Unfunded)
-R110030 CAC-Parking Replacement - project total $2,225,000 (Unfunded)
-R120003 CAC-Painting Projects Phase II - project total $615,000 (Unfunded)
-R150010 ISD-Data Center Annex - project total-$4,780,000 (Unfunded)

Project Cost by Phase	
Acquisition:	0
Design/PM:	14,850
Construction:	45,725
Furniture/Reloc:	1,650
Other:	2,950
Project Total:	65,175
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	1,616
Maintenance:	1,322
Other:	0
OM Total:	2,938
Replacement Value:	413,389
RI Cost:	183,272
RI:	0.75

Service Impact:

Asset replacement. Net savings of O&M costs if implemented.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	475	0	0	0	0	0	0	0	0	475
Unfunded	0	0	300	16,000	48,400	0	0	64,700	0	64,700
TOTALS:	475	0	300	16,000	48,400	0	0	64,700	0	65,175

All Values are presented in Thousands (1 x 1000)

CMP-Boilers

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R120009

Department/Division:
General Services

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship

Project Description

PROGRAM: In May of 2011 the Bay Area Air Quality Management District released compliance guidelines for existing equipment emissions standards. The three Cleaver Brooks boilers on the County campus were found to be deficient and in need of either retrofit or replacement. It was determined the cost effective option was to retrofit the existing boilers with new low Nitrogen Oxide emitting burners. Mandated deadlines were to have the first boiler retrofitted by January 2012 (we completed in 2015), the second by January 2013 (we completed in 2016), and the third by January 2014 (and is currently unfunded). This project is to retrofit the last of three existing Cleaver Brooks boilers with low nitrogen oxide emitting burners, thereby completing the requirements of the Bay Area Air Quality Management District's requirements. This funding would allow the retrofitting of the last boiler completing the burner replacement program. Staff requested to look for alternate funding, and no alternate funding was identified.

Project Cost by Phase	
Acquisition:	0
Design/PM:	83
Construction:	344
Furniture/Reloc:	0
Other:	70
Project Total:	497
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

No net impact. New burners reduce emissions but do not increase efficiency. The change out of a boiler burner requires about 3 weeks of downtime.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	347	0	0	0	0	0	0	0	0	347
Unfunded	0	0	150	0	0	0	0	150	0	150
TOTALS:	347	0	150	0	0	0	0	150	0	497

All Values are presented in Thousands (1 x 1000)

Library-Guerneville North & East Side Rot Repair

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R120010

Department/Division:
General Services

Board of Supervisors Focus Areas:

Project Description

Repair rot on the north and east walls of the Guerneville Library. Extent has yet to be fully determined. Phase I will determine the extent of the damage, if active mold growth is present, and needed outline repairs. Phase II will remediate the problems and make repairs. This project would extend the life of building, and help avoid premature deterioration. Asset preservation priority.
County owns the Guerneville Library building, and the Library leases the building from the County. Library has previously indicated that building maintenance is outside the terms of the lease.

Project Cost by Phase	
Acquisition:	0
Design/PM:	50
Construction:	180
Furniture/Reloc:	0
Other:	0
Project Total:	230
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	8
Other:	0
OM Total:	8
Replacement Value:	2,306
RI Cost:	684
RI:	0.30

Service Impact:

Asset preservation.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	50	180	0	0	0	230	0	230
TOTALS:	0	0	50	180	0	0	0	230	0	230

All Values are presented in Thousands (1 x 1000)

Fire Garage (Volunteer) - Two Rock

Function Area:
Development Services

Strategic Plan Impact:

Request: R130003

Department/Division:
Fire Emergency Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Project Description

Design and construct a new “Truck Garage” apparatus storage facility and associated sleeping quarters for support of volunteer fire departments. Other area responders are experiencing reduced capacity. Garage facility will be a 4 bay metal building with power outlets, minimal light fixtures, manual overhead doors, but no heat/air. Pumper truck will be re-filled from a pre-fab metal water tank located nearby. Project includes basic access compliance parking paving and a chemical toilet per code. The “No-Project” option leaves fire trucks scattered in area barns with current lengthy response times, and high fire insurance rates. If not constructed, volunteer firefighters must suit-up in their cars. The proposed project is consistent with the Safe, Healthy & Caring Community, Economic & Environmental Stewardship, and Civic Services & Engagement elements of the Strategic Plan Goals. High public safety consideration. The local citizens will benefit in reduced fire insurance premiums, if the identified fire station site is constructed within certain geographic ranges.

Project Cost by Phase	
Acquisition:	0
Design/PM:	265
Construction:	1,007
Furniture/Reloc:	0
Other:	0
Project Total:	1,272
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improved emergency response time.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	0	265	1,007	0	1,272	0	1,272
TOTALS:	0	0	0	0	265	1,007	0	1,272	0	1,272

All Values are presented in Thousands (1 x 1000)

Fire Garage (Volunteer) - San Antonio

Function Area:
Development Services

Strategic Plan Impact:

Request: R130005

Department/Division:
Fire Emergency Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Project Description

Design and construct a new “Truck Garage” apparatus storage facility for support of volunteer fire departments. It is a 3-4 bay metal building with power outlets, minimal light fixtures, manual overhead doors, but no heat/air. Pumper truck will be re-filled from a pre-fab metal water tank located nearby. Project includes basic access compliance parking paving and a chemical toilet per code. The “No-Project” option leaves fire trucks scattered in area barns with lengthy response times, and high fire insurance rates. If not constructed, volunteer firefighters must suit-up in their cars. The proposed project is consistent with the Safe, Healthy & Caring Community, Economic & Environmental Stewardship, and Civic Services & Engagement elements of the Strategic Plan Goals. High public safety consideration. The local citizens will benefit in reduced fire insurance premiums, if the identified fire station site is constructed within certain geographic ranges.

Project Cost by Phase	
Acquisition:	0
Design/PM:	212
Construction:	884
Furniture/Reloc:	0
Other:	0
Project Total:	1,096
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improved emergency response time.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	212	884	0	0	1,096	0	1,096
TOTALS:	0	0	0	212	884	0	0	1,096	0	1,096

All Values are presented in Thousands (1 x 1000)

CC-County Counsel Consolidation

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R180001

Department/Division:
County Counsel

Board of Supervisors Focus Areas:

Project Description

Staff are unable to quickly access back of building. Reception area in need of security update for this high risk organization. A proxy reader would let them enter quickly without searching for a key. Also, there is no motion-activated light outside the door. Sink is not access compliant. There isn't a garbage disposal, and when dishes are washed, food and bacteria accumulate, plugging up the sink frequently.
1. Reconfigure Receptionist area for safety.
2. Add proxy reader to back door of Room 105 for safety.
3. Add access compliant sink and garbage disposal to Room 105 for health.
4. Consolidate County Counsel into one office.

Project Cost by Phase	
Acquisition:	0
Design/PM:	8
Construction:	54
Furniture/Reloc:	0
Other:	0
Project Total:	61
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	80
Maintenance:	128
Other:	0
OM Total:	208
Replacement Value:	45,101
RI Cost:	24,339
RI:	0.54

Service Impact:

Improved and safer working conditions.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	0	0	20	41	0	0	0	61	0	61
TOTALS:	0	0	20	41	0	0	0	61	0	61

All Values are presented in Thousands (1 x 1000)

MADF-Central Control Remodel

Function Area:
Justice Services

Strategic Plan Impact:

Request: R150011

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship

Project Description

PROGRAM: Remodel Central Control, and add an additional touch screen and Closed Circuit monitor to allow a third Central Control Deputy to operate the systems. The Central Control Deputies at the Main Adult Detention Facility are responsible for monitoring and operating the security systems at both the Main Adult Detention Facility and North County Detention Facility. The workload has made it necessary to add a third workstation in Central, to allow an additional Deputy to work there during emergencies. Remodel is necessary to meet additional monitor/control/safety systems resulting from construction of the 32,000 square foot Adult Behavioral Health Detention housing modules.

Project Cost by Phase	
Acquisition:	0
Design/PM:	5
Construction:	270
Furniture/Reloc:	0
Other:	0
Project Total:	275
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	509
Maintenance:	821
Other:	0
OM Total:	1,330
Replacement Value:	299,142
RI Cost:	74,876
RI:	0.24

Service Impact:

Improve functionality.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	0	25	0	0	0	0	0	0	0	25
Unfunded	0	0	250	0	0	0	0	250	0	250
TOTALS:	0	25	250	0	0	0	0	250	0	275

All Values are presented in Thousands (1 x 1000)

DHS-Animal Services Relocation or Major Improvements

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R170026

Department/Division:
Health Services

Board of Supervisors Focus Areas:
Invest in the Future
Civic Services & Engagement

Project Description

Relocate or substantially reconstruct the current animal shelter facility. The existing facility began as single-family residence which was been subsequently expanded. High demand has created cramped conditions on a site with limited expansion capability. The adjacent SMART train depot generates highly stressful noise levels and is expected to enter full operation in 2018. Identified deficiencies include: potentially dangerous vehicle circulation; marginal animal cage and exercise facilities; limited large animal capacity; accessibility issues; outmoded/inadequate heating and ventilation systems and excessive Kennel noise. The 2009 Swatt/Miers Architect's study concluded that the cost of renovation would nearly equal the cost of relocation without fully mitigating a number of the deficiencies.
The projected cost to construct a new facility is: $9,272,490. Initial funding sought here, will prepare schematic design and marketing documentation needed for fund raising and public outreach. Costs do not include acquisition of a suitable site. The current Kennel and Surgery Suite project is viewed as final stop-gap to extend current facility operation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	438
Construction:	895
Furniture/Reloc:	78
Other:	252
Project Total:	1,663
Current Phase:	CONST

Operation and Maintenance Cost	
Utilities:	97
Maintenance:	66
Other:	0
OM Total:	164
Replacement Value:	14,722
RI Cost:	4,373
RI:	0.30

Service Impact:

Asset preservation or new asset.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	438	1,147	78	0	0	1,663	0	1,663
Animal Services ACO	0	0	0	0	0	0	0	0	0	0
TOTALS:	0	0	438	1,147	78	0	0	1,663	0	1,663

All Values are presented in Thousands (1 x 1000)

MADF-Reinforce/Upgrade Lobby Doors

Function Area:
Justice Services

Strategic Plan Impact:

Request: R140152

Department/Division:
Sheriff

Board of Supervisors Focus Areas:

Project Description

The Main Adult Detention Facility lobby doors were designed and constructed to be open, and the lobby to be accessible to the public 24 hours a day. During the recent demonstrations we discovered the doors were not "secure" even though they can be locked. The recent protest incident was our first experience with destructive protesters, and we need to plan for the possibility of others in the future. Replace Main Adult Dention Facility lobby doors with something more substantial and a overhead coiling security screen that can cover the entire front glass. Both of these will be tied to Central Control and they lobby desk so they can be controlled remotely.

Project Cost by Phase	
Acquisition:	0
Design/PM:	12
Construction:	102
Furniture/Reloc:	0
Other:	11
Project Total:	126
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	509
Maintenance:	821
Other:	0
OM Total:	1,330
Replacement Value:	299,142
RI Cost:	74,876
RI:	0.24

Service Impact:

Increased security at entrance.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	126	0	0	0	0	126	0	126
TOTALS:	0	0	126	0	0	0	0	126	0	126

All Values are presented in Thousands (1 x 1000)

TPW-Santa Rosa Road Yard Emergency Generator

Function Area:
Development Services

Strategic Plan Impact:

Request: R150084

Department/Division:
TPW

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Install new generator to power Department Operations Center (D.O.C.) for emergencies. Santa Rosa Road Yard is a critical operations center during storms and for local emergencies. This generator will allow computers and phone systems to continue to operate in the case of a power outage. Addresses National and State preparedness goals. Preparatory construction is underway during FY 2015-16, and funding would complete installation of generator and transfer switch to bring system on-line. 11/11/16: phase 1 – complete conduit installation only. Next phase - installation of generator and transfer switches. TPW is also investigating departmental funding for some or all of this request.

Project Cost by Phase	
Acquisition:	0
Design/PM:	47
Construction:	200
Furniture/Reloc:	0
Other:	53
Project Total:	300
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Minimal increase in operating costs during emergencies, recoverable for qualifying events.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	150	0	0	0	0	0	0	0	0	150
Unfunded	0	0	150	0	0	0	0	150	0	150
TOTALS:	150	0	150	0	0	0	0	150	0	300

All Values are presented in Thousands (1 x 1000)

HSD-Adult & Aging Expansion

Function Area:
Health and Human Services

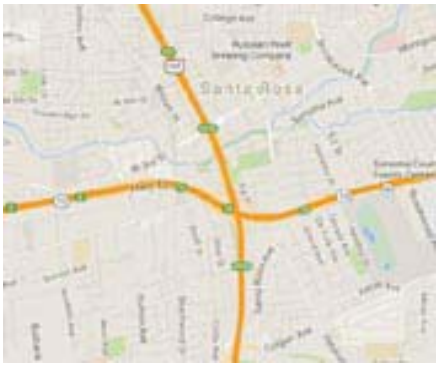
Strategic Plan Impact:

Request: R160007

Department/Division:
Human Services

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Project Description



To provide better services for our clients, identify and acquire a new 36,000 square foot leased space near Highway 12 & 101, to house up to 187 staff from Human Services Department Adult & Aging division. Funds will be used to define project requirements, conduct a lease space search, and support negotiation of terms. To be coordinated with County Government Center redevelopment evaluation project R150038. Cost is for interior tenant improvements, furnishings, move management, and project management. The Construction budget has been reduced from $4,257,015 to $20k as construction costs will be fully amortized by the lease.

Project Cost by Phase	
Acquisition:	0
Design/PM:	92
Construction:	20
Furniture/Reloc:	1,233
Other:	558
Project Total:	1,904
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Operational improvement.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
HSD FUND 11505	0	0	1,904	0	0	0	0	1,904	0	1,904
TOTALS:	0	0	1,904	0	0	0	0	1,904	0	1,904

All Values are presented in Thousands (1 x 1000)

ISD-2300 Professional Reconfiguration

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R150163

Department/Division:
Information Systems

Board of Supervisors Focus Areas:
Invest in the Future

Project Description

Design and construct interior space at 2300 Professional Drive, to create a county-wide staff Information Systems Training Facility. Facility to include separation of training, multi-use, and 2 conference rooms from access to secure Information Systems Department offices. Reconfigure and expand existing bathrooms for county-wide staff use, and create open office area for 12-14 Information Systems Department staff.

Project Cost by Phase	
Acquisition:	0
Design/PM:	194
Construction:	1,053
Furniture/Reloc:	20
Other:	127
Project Total:	1,393
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	31
Maintenance:	37
Other:	0
OM Total:	68
Replacement Value:	12,796
RI Cost:	7,568
RI:	0.59

Service Impact:

Training will occur at centralized location.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	194	1,199	0	0	0	1,393	0	1,393
TOTALS:	0	0	194	1,199	0	0	0	1,393	0	1,393

All Values are presented in Thousands (1 x 1000)

BOS/CAO-Carpet

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R150001

Department/Division:
BOS/CAO

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Project Description

Reconfigure spaces to improve accessibility, enhance meeting options, and address privacy issues. Replace 20 year old, worn carpet with reduced-maintenance carpet tiles. Apply current code to uncompleted 1991 heating, ventilation and airconditioning upgrade, resubmit for permits and complete the work. This project requires moving out of all staff and furniture for duration of construction & hazmat work. The identification of an appropriate temporary relocation space near or on campus has proved a major challenge.
Previous funding was for a minimal project covering hazmat, re-carpeting and moving costs in and out of a swing space that requires only tele/com preparation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	200
Construction:	858
Furniture/Reloc:	130
Other:	117
Project Total:	1,304
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	80
Maintenance:	128
Other:	0
OM Total:	208
Replacement Value:	45,101
RI Cost:	24,339
RI:	0.54

Service Impact:

Improved mechanical system and interior finishes.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	231	0	0	0	0	0	0	0	0	231
Unfunded	0	0	1,074	0	0	0	0	1,074	0	1,074
TOTALS:	231	0	1,074	0	0	0	0	1,074	0	1,304

All Values are presented in Thousands (1 x 1000)

Probation Camp-Office Expansion

Function Area:
Justice Services

Strategic Plan Impact:

Request: R160210

Department/Division:
Probation

Board of Supervisors Focus Areas:

Project Description

Probation Camp to explore the possibility of expansion of existing in order to create a more productive work space for staff. We would like to push out to the front of the building by 12' width and 20' length, and add space for staff lockers, a mini kitchen area with a medium sized refrigerator, and private meeting space. We want two computer stations, mirrored glass to see out in the front, and relocate the current front door 12'. The windows need to be shatter resistanct, since closer to the basketball court.

Project Cost by Phase	
Acquisition:	0
Design/PM:	72
Construction:	274
Furniture/Reloc:	34
Other:	38
Project Total:	419
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	9
Other:	0
OM Total:	9
Replacement Value:	1,936
RI Cost:	1,083
RI:	0.56

Service Impact:

Improved working conditions.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	419	0	0	0	0	419	0	419
TOTALS:	0	0	419	0	0	0	0	419	0	419

All Values are presented in Thousands (1 x 1000)

Probation Camp Expansion

Function Area:
Justice Services

Strategic Plan Impact:

Request: R130021

Department/Division:
Probation

Board of Supervisors Focus Areas:
Civic Services & Engagement

Project Description

Probation Camp to explore the possibility of expanding the dormitory and related facility, from a 24-bed capacity to a 36- bed capacity. The need for additional space at Camp is anticipated because of increased populations at Juvenile Hall, Department of Juvenile Justice limiting referrals, and with the effectiveness of the Evidence Based Programming at Camp.

Project Cost by Phase	
Acquisition:	0
Design/PM:	145
Construction:	667
Furniture/Reloc:	33
Other:	91
Project Total:	936
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	9
Other:	0
OM Total:	9
Replacement Value:	2,678
RI Cost:	199
RI:	0.71

Service Impact:

Increases capacity at facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	0	0	104	832	936	0	936
TOTALS:	0	0	0	0	0	104	832	936	0	936

All Values are presented in Thousands (1 x 1000)

Fair-Hall of Flowers Roofing Replacement

Function Area:
Other County Services

Strategic Plan Impact:

Request: R160004

Department/Division:
Fairgrounds

Board of Supervisors Focus Areas:
Invest in the Future

Project Description

Replace 27,000 sq/ft roof on Hall of Flowers at Fairgrounds. Replace with painted foam and repair any dry rot. Roofing is 14 years old and leaks. Hall of Flowers is the 2nd largest Fair exhibit building. It houses a "niche attraction" during the annual Fair, generates year-round revenue, and is a county-wide resource for emergency response. In addition to extending the building life, the new roof will add to the aesthetics of the grounds. The Fairgrounds has budgeted $150k to support this work. Asset preservation priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	54
Construction:	179
Furniture/Reloc:	0
Other:	25
Project Total:	258
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Asset preservation.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	108	0	0	0	0	108	0	108
Fairgrounds Funding	0	0	150	0	0	0	0	150	0	150
TOTALS:	0	0	258	0	0	0	0	258	0	258

All Values are presented in Thousands (1 x 1000)

Fair-Grace Pavilion Roofing Replacement

Function Area:
Other County Services

Strategic Plan Impact:

Request: R160005

Department/Division:
Fairgrounds

Board of Supervisors Focus Areas:
Invest in the Future

Project Description

Replace roofing on Grace Pavilion at Fairgrounds. Potential dry rot from leaking is a concern. Replace 40,500 sq/ft roof with spray-on painted foam, and repair any dry rot. Current roofing is 24 years old and in poor condition. Building rental and ancillary revenues are approximately $750,000 per year. Grace Pavilion is the highest revenue-generating building, and the largest exhibit hall at the Fairgrounds. It is vital to the economic health of the County. Not only will this roof extend the life of the building, but it will also be more attractive to the one million annual visitors and commuters who pass by it daily. Fairgrounds has offered $150k toward project. Asset preservation priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	54
Construction:	342
Furniture/Reloc:	0
Other:	40
Project Total:	436
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Asset preservation.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	286	0	0	0	0	286	0	286
Fairgrounds Funding	0	0	150	0	0	0	0	150	0	150
TOTALS:	0	0	436	0	0	0	0	436	0	436

All Values are presented in Thousands (1 x 1000)

DHS-Lobby Enlargement/Security Enhancement-Animal Services

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180012

Department/Division:
Health Services

Board of Supervisors Focus Areas:

Project Description

Expand lobby to enhance security and safety for staff, volunteers and public. This includes adding second entrance and restricting public access to staff/volunteer work areas. This project aligns with the County strategic plan by providing for more efficient delivery of services and enhancing facility safety.

Project Cost by Phase	
Acquisition:	0
Design/PM:	70
Construction:	124
Furniture/Reloc:	0
Other:	0
Project Total:	194
Current Phase:	DESIGN

Operation and Maintenance Cost	
Utilities:	97
Maintenance:	66
Other:	0
OM Total:	164
Replacement Value:	14,722
RI Cost:	4,373
RI:	0.30

Service Impact:

Increases staff and public safety & security.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	0	0	80	114	0	0	0	194	0	194
TOTALS:	0	0	80	114	0	0	0	194	0	194

All Values are presented in Thousands (1 x 1000)

Library-Guerneville Renovation

Function Area:
Other County Services

Strategic Plan Impact:

Request: R130007

Department/Division:
Library

Board of Supervisors Focus Areas:
Civic Services & Engagement

Project Description

Renovate facility to include a new Teen Room, spaces for local history, the "Friends" and an enlarged meeting room. The Entry is to be reoriented, and the Service Desk to embrace modern library service concepts with improved access and functionality. This 26 year old facility needs energy efficiency, technology, seismic safety, and access compliance upgrades. Old, inefficient lighting was designed for a different layout. Aspects of the public interior are not yet fully accessible. A "No-Project" option leaves functional, seismic, and accessibility issues unresolved. Phasing is possible, but costs would increase. The proposed project invests in a key community asset.
A Library Facilities Master Plan was completed in April 2017. This Plan decribes facility needs in more detail.

Project Cost by Phase	
Acquisition:	0
Design/PM:	467
Construction:	2,066
Furniture/Reloc:	251
Other:	244
Project Total:	3,028
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	8
Other:	0
OM Total:	8
Replacement Value:	2,306
RI Cost:	684
RI:	0.30

Service Impact:

Seismic, accessibility and new code issues will be resolved.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	0	367	1,030	830	2,228	0	2,228
Library sales tax	0	0	0	0	0	300	500	800	0	800
TOTALS:	0	0	0	0	367	1,330	1,330	3,028	0	3,028

All Values are presented in Thousands (1 x 1000)

Radio-Dispatch Audio Recorder Replacement

Function Area:
Justice Services

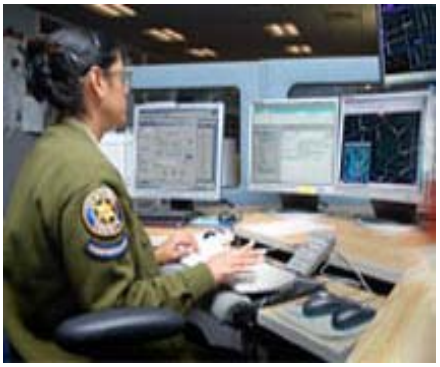
Strategic Plan Impact:

Request: R160028

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Invest in the Future

Project Description



Replace aging recorder. Current recorder was purchased in 2006 with 4 year extended warranty. Last upgrade was in 2011. Asset preservation priority.

-R040003 Radio-Base Station Radio Replacement

Project Cost by Phase	
Acquisition:	0
Design/PM:	32
Construction:	75
Furniture/Reloc:	0
Other:	0
Project Total:	107
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Stable and quick response to emergencies.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	107	0	0	0	0	107	0	107
TOTALS:	0	0	107	0	0	0	0	107	0	107

All Values are presented in Thousands (1 x 1000)

HSD-Neighborhood Placed Service

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R160056

Department/Division:
Human Services

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship
Civic Services & Engagement

Project Description

To create satellite work spaces for Human Services in Petaluma, Rohnert Park, Cloverdale, Sonoma, and West County. The intention is to improve customer service to our neighbors outisde of Santa Rosa. The 5000sf Petaluma project is (nearly) complete and will be ready for occupancy soon. Minimum space to be 850 sq/ft, to a maximum 1,500 sq/ft for Rohnert Park, Cloverdale and Sonoma. Most of the construction costs will be rolled into the lease for leased properties, but no other outside funding sources have been identified. Capital funding will be required for work beyond potential landlord allowances, as well as furniture, fixtures, equipment, contract oversight, moving and move management.

Project Cost by Phase	
Acquisition:	0
Design/PM:	300
Construction:	1,500
Furniture/Reloc:	650
Other:	300
Project Total:	2,750
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improved service delivery.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	700	850	650	550	0	2,750	0	2,750
TOTALS:	0	0	700	850	650	550	0	2,750	0	2,750

All Values are presented in Thousands (1 x 1000)

ISD-Reprographics Space Repurpose

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R180017

Department/Division:
Information Systems

Board of Supervisors Focus Areas:

Project Description

Remodel the space at 455 Fiscal Drive to create an office and warehouse space. This plan will bring the second Information Systems Department warehouse space in close proximity to the Paulin Drive warehouse for efficiencies. Also, will create office space needed for Information Systems Department staff space needs. This project is to accommodate ongoing operations. Information Systems Department is in the planning stage to re-purpose the Reprographics space within close proximity to our 2615 Paulin Operations and emerging imaging program requirements. Information Systems is in the assessment phase in determining the best use to repurpose the Reprographics space to meet Department need for additional warehouse and office space, and to meet current staffing and inventory needs.

Project Cost by Phase	
Acquisition:	0
Design/PM:	40
Construction:	240
Furniture/Reloc:	35
Other:	50
Project Total:	365
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	69
Maintenance:	79
Other:	0
OM Total:	148
Replacement Value:	35,359
RI Cost:	17,507
RI:	0.50

Service Impact:

Workplace efficiency and meet staffing space needs.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	200	165	0	0	0	365	0	365
TOTALS:	0	0	200	165	0	0	0	365	0	365

All Values are presented in Thousands (1 x 1000)

DHS-Storage Warehouse Building-Animal Services

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180016

Department/Division:
Health Services

Board of Supervisors Focus Areas:

Project Description

Animal Services requires a 30'x30' storage building with adequate lighting and shelving. Currently, the existing facility does not provide for adequate storage of supplies.

Project Cost by Phase	
Acquisition:	15
Design/PM:	12
Construction:	6
Furniture/Reloc:	47
Other:	14
Project Total:	94
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	97
Maintenance:	66
Other:	0
OM Total:	164
Replacement Value:	14,722
RI Cost:	4,373
RI:	0.30

Service Impact:

New asset.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
UNFUNDED	0	0	94	0	0	0	0	94	0	94
TOTALS:	0	0	94	0	0	0	0	94	0	94

All Values are presented in Thousands (1 x 1000)

NCDF-Lobby/Intake Ergonomic Upgrades

Function Area:
Justice Services

Strategic Plan Impact:

Request: R180020

Department/Division:
Sheriff

Board of Supervisors Focus Areas:

Project Description

Design and construct remodel for enhanced ergonomics and accessibility for North County Detention Facility Lobby. This area also contains inmate records, inmate valuables and cash.

Project Cost by Phase	
Acquisition:	0
Design/PM:	95
Construction:	384
Furniture/Reloc:	55
Other:	53
Project Total:	588
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	440
Maintenance:	238
Other:	0
OM Total:	678
Replacement Value:	10,109
RI Cost:	11,809
RI:	1.13

Service Impact:

Improved space for staff and public.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	588	0	0	0	0	588	0	588
TOTALS:	0	0	588	0	0	0	0	588	0	588

All Values are presented in Thousands (1 x 1000)

Probation Camp-Paving

Function Area:
Justice Services

Strategic Plan Impact:

Request: R150032

Department/Division:
Probation

Board of Supervisors Focus Areas:
Invest in the Future

Project Description

Repair existing paving at lower shop area, and pave gravel work areas around both shops and fuel area. These areas are used to stage equipment and supplies for the shop programs at Probation Camp. Justification: The existing gravel surfaces do not provide proper drainage and are rough on equipment. They are a safety hazard when wet, and during fork lift operations. UPDATE - in the early phase of starting the above work, a soils engineering found that the fill material used to create two of these major areas is inadequate and needs extensive removal and re-compaction. A portion of the soils may need to be replaced in order to achieve proper compaction. The new adjusted price reflects soils remediation, and likely storm water code upgrades. Asset preservation priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	78
Construction:	320
Furniture/Reloc:	0
Other:	40
Project Total:	438
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	9
Other:	0
OM Total:	9
Replacement Value:	337
RI Cost:	336
RI:	1.00

Service Impact:

Asset preservation.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	175	263	0	0	0	438	0	438
TOTALS:	0	0	175	263	0	0	0	438	0	438

All Values are presented in Thousands (1 x 1000)

LG-Master Planning

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R170027

Department/Division:
General Services

Board of Supervisors Focus Areas:
Invest in the Future
Civic Services & Engagement

Project Description

Evaluate the Los Guilicos campus to determine highest and best use of existing facilities. Improve County sites by demolishing buildings that are no longer functional, remove hazardous materials, and clear sites to be available for future development. Continuation of previous strategic evaluations relative to County facility needs and disposition of developable lands. Will include study of existing water system.

Replacement Value and RI Cost includes VFA data on Facilities Operation Office, Firing Range, Maintenance Building, and Woodshop. It does not include the Juvenile Justice Center, or the newer Valley of the Moon Children's home. VFA did not assess the older dorm buildings or the classrooms. RI value is an average of the buildings included.

Project Cost by Phase	
Acquisition:	0
Design/PM:	200
Construction:	0
Furniture/Reloc:	0
Other:	20
Project Total:	220
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	477
Maintenance:	623
Other:	0
OM Total:	1,100
Replacement Value:	14,141
RI Cost:	7,685
RI:	0.49

Service Impact:

Asset assessment and strategic planning.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	110	110	0	0	0	220	0	220
TOTALS:	0	0	110	110	0	0	0	220	0	220

All Values are presented in Thousands (1 x 1000)

CRA-ROV Reconfiguration

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R170001

Department/Division:
CRA

Board of Supervisors Focus Areas:
Invest in the Future

Project Description

Reconfigure the current Registrar of Voters (ROV) space to meet anticipated increased demand for service, security, and secure storage space. Due to recent and anticipated changes to California law, Registrar of Voters must maximize efficient use of space to meet production storage and customer service demands. The building is inflexible and inhibits Registrar of Voter's ability to adapt.

Project Cost by Phase	
Acquisition:	0
Design/PM:	75
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	75
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	69
Maintenance:	79
Other:	0
OM Total:	148
Replacement Value:	35,359
RI Cost:	17,507
RI:	0.50

Service Impact:

Improve working environment and service delivery.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	75	0	0	0	0	75	0	75
TOTALS:	0	0	75	0	0	0	0	75	0	75

All Values are presented in Thousands (1 x 1000)

CRA-Consolidation Project

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R130008

Department/Division:
CRA

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship

Project Description

Consolidate Clerk Recorder Assessor. Evaluate options, prepare space designs and move management plan, and implement preferred solution. Clerk Recorder Assessor seeks a single, on (or near) County Campus location from which to provide all services, including Registrar of Voters. Sufficient funds were not available for the previously-planned full Clerk Recorder Assessor- Registrar of Voters consolidation. Aligns with 2001 Board-approved department consolidation objective. To be coordinated with County Government Center redevelopment evaluation project 150038. Cost estimates are preliminary and will be updated as space solution is further defined. Alleviates constraints to effective public service.

Project Cost by Phase	
Acquisition:	0
Design/PM:	258
Construction:	3,360
Furniture/Reloc:	158
Other:	551
Project Total:	4,327
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	59
Maintenance:	114
Other:	0
OM Total:	172
Replacement Value:	42,555
RI Cost:	15,048
RI:	0.35

Service Impact:

Allows C.R.A. to reduce management-administration needs.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Recorder Modernization	4	0	258	3,081	158	0	0	3,497	0	3,500
Unfunded	0	0	0	827	0	0	0	827	0	827
TOTALS:	4	0	258	3,908	158	0	0	4,323	0	4,327

All Values are presented in Thousands (1 x 1000)

HSD-Door for Paulin Reception

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180005

Department/Division:
Human Services

Board of Supervisors Focus Areas:

Project Description

Install a door behind the reception counter to provide a barrier and security to staff in the building. Needed to provide security from clients who may pose a threat to staff. No other sources of funding identified by liaison.

Project Cost by Phase	
Acquisition:	0
Design/PM:	13
Construction:	9
Furniture/Reloc:	0
Other:	3
Project Total:	25
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	66
Maintenance:	125
Other:	0
OM Total:	191
Replacement Value:	48,168
RI Cost:	31,053
RI:	0.64

Service Impact:

Increased security.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	25	0	0	0	0	25	0	25
TOTALS:	0	0	25	0	0	0	0	25	0	25

All Values are presented in Thousands (1 x 1000)

Sheriff-Russian River West County Public Safety Building

Function Area:
Justice Services

Strategic Plan Impact:

Request: R160014

Department/Division:
Sheriff

Board of Supervisors Focus Areas:

Project Description

Evaluate the need for a a new public safety building for use by County Sheriff, in collaboration with Russian River Fire District. Two Sergeants, nineteen Deputy Sheriffs, and one Community Service officer rely on the outdated Guerneville Veterans Hall Substation to provide service to Russian River area, and sixty three miles of coastline to the west, including disaster response. The current facility lacks adequate space and security features. This project seeks to leverage facility improvement funds of the nearby two-engine-plus Russian River Fire District to develop a common public safety facility. Phase 1: Project scoping, concept and budget definition; Phase 2: Final design and construction.

Project Cost by Phase	
Acquisition:	0
Design/PM:	540
Construction:	3,600
Furniture/Reloc:	0
Other:	720
Project Total:	4,860
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Construction of new asset. Additional maintenance to be determined.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	45	4,815	0	0	0	4,860	0	4,860
TOTALS:	0	0	45	4,815	0	0	0	4,860	0	4,860

All Values are presented in Thousands (1 x 1000)

HSD-Security Cameras in Various HSD Locations

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180003

Department/Division:
Human Services

Board of Supervisors Focus Areas:

Project Description

Install security cameras in and around various Human Services Department locations. Provide security to employees. Some locations are isolated, and some parking areas are concealed.

Project Cost by Phase	
Acquisition:	0
Design/PM:	9
Construction:	97
Furniture/Reloc:	0
Other:	0
Project Total:	106
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Increased security.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	0	0	36	36	34	0	0	106	0	106
Division Funds	0	0	0	0	0	0	0	0	0	0
TOTALS:	0	0	36	36	34	0	0	106	0	106

All Values are presented in Thousands (1 x 1000)

ISD-Data Center Power Improvements

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R150008

Department/Division:
Information Systems

Board of Supervisors Focus Areas:
Invest in the Future

Project Description

The Information Systems Department Data Center needs more power and redundancy, as determined by a 2010 report by the California Data Center Design Group. The photovoltaic component of this project has its own request number - R120051.
10/29/2015 update by Ray Glanton: An accurate estimate for dual PG&E power feeds for the building is not possible without a conceptual design by an electrical engineer. The $997,500 estimate may cover the 3 desired components, but without the help of an electrical engineer, it also may be insufficient.

Project Cost by Phase	
Acquisition:	0
Design/PM:	53
Construction:	866
Furniture/Reloc:	0
Other:	79
Project Total:	998
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	263
Maintenance:	44
Other:	0
OM Total:	307
Replacement Value:	23,734
RI Cost:	11,588
RI:	0.49

Service Impact:

Increases power redundancy and County emergency resilience.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	40	958	0	0	0	998	0	998
TOTALS:	0	0	40	958	0	0	0	998	0	998

All Values are presented in Thousands (1 x 1000)

ISD-Com-Cell Phone Booster

Function Area:
Administrative and Fiscal Services

Strategic Plan Impact:

Request: R150009

Department/Division:
Information Systems

Board of Supervisors Focus Areas:
None

Project Description

Cellphone booster system for all County facilities, namely at County Administration Center where cell reception is poor. Booster systems can provide coverage for large buildings suffering from weak and unreliable signals, and can support multiple networks. Information Systems Department does not have funding in current infrastructure budget. A need for better cell coverage has been requested by many departments, as more and more staff are using mobile devices, and the coverage inside County buildings is inadequate. 10/29/2015 update by RBG: Project is on hold pending changing FCC regulations. Until regulations are clear and project scope is re-defined, an accurate estimate is not possible.

Project Cost by Phase	
Acquisition:	0
Design/PM:	50
Construction:	473
Furniture/Reloc:	0
Other:	52
Project Total:	575
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improves cell phone reception on County Campus.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	575	0	0	0	0	0	0	0	575
TOTALS:	0	575	0	0	0	0	0	0	0	575

All Values are presented in Thousands (1 x 1000)

HSD-Paulin Parking Lot Lights

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180007

Department/Division:
Human Services

Board of Supervisors Focus Areas:

Project Description

Add more lighting (LED) to the north side (employee entrance side) of the Paulin parking lot, to include wall pack lighting and parking lot lighting. Provides safety to staff who work late to service clients. Energy & Sustainability may be able to provide substantial credits.

Project Cost by Phase	
Acquisition:	0
Design/PM:	16
Construction:	30
Furniture/Reloc:	0
Other:	7
Project Total:	53
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	66
Maintenance:	125
Other:	0
OM Total:	191
Replacement Value:	566
RI Cost:	707
RI:	1.25

Service Impact:

Increased security.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	53	0	0	0	53	0	53
TOTALS:	0	0	0	53	0	0	0	53	0	53

All Values are presented in Thousands (1 x 1000)

DHS-Surveillance Cameras-Animal Services

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180008

Department/Division:
Health Services

Board of Supervisors Focus Areas:

Project Description

Add two additional cameras in the kennel area, and two cameras outside the building. These additional cameras will provide for complete coverage of the kennels and the outside of the building.

Project Cost by Phase	
Acquisition:	0
Design/PM:	5
Construction:	36
Furniture/Reloc:	0
Other:	0
Project Total:	41
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	97
Maintenance:	66
Other:	0
OM Total:	164
Replacement Value:	14,722
RI Cost:	4,373
RI:	0.30

Service Impact:

Increased security.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	41	0	0	0	0	41	0	41
TOTALS:	0	0	41	0	0	0	0	41	0	41

All Values are presented in Thousands (1 x 1000)

DHS-Replace Play Yard Fencing-Animal Services

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180010

Department/Division:
Health Services

Board of Supervisors Focus Areas:

Project Description

Replace the fencing at all four play yards. The current fencing is old and inadequate in that it does not contain the animals, thereby creating a safety hazard for humans and animals alike. Outside fundraising effort provided $72,000. Design has been paid for and is underway.

Project Cost by Phase	
Acquisition:	0
Design/PM:	24
Construction:	100
Furniture/Reloc:	0
Other:	11
Project Total:	135
Current Phase:	DESIGN

Operation and Maintenance Cost	
Utilities:	97
Maintenance:	66
Other:	0
OM Total:	164
Replacement Value:	594
RI Cost:	588
RI:	0.99

Service Impact:

Increased safety for animals and staff.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	63	0	0	0	0	63	0	63
Outside Fundraising	0	72	0	0	0	0	0	0	0	72
TOTALS:	0	72	63	0	0	0	0	63	0	135

All Values are presented in Thousands (1 x 1000)

DHS-Staff Only Driveway-Animal Services

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180009

Department/Division:
Health Services

Board of Supervisors Focus Areas:

Project Description

Provide a new 50' driveway and gate for staff use off Century Court. Currently there is only one staff-public driveway. A new driveway will improve public safety by separating the service vehicles from pedestrian traffic. Also adds emergency egress from the property. Assumes Encroachment Permit, camera, gate operator with pole-mounted card-reader outside, loop inside.

Project Cost by Phase	
Acquisition:	0
Design/PM:	34
Construction:	50
Furniture/Reloc:	0
Other:	12
Project Total:	95
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	97
Maintenance:	66
Other:	0
OM Total:	164
Replacement Value:	594
RI Cost:	588
RI:	0.99

Service Impact:

Increased public safety.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	95	0	0	0	0	95	0	95
TOTALS:	0	0	95	0	0	0	0	95	0	95

All Values are presented in Thousands (1 x 1000)

Radio-Network Monitoring System (NMS)

Function Area:
Justice Services

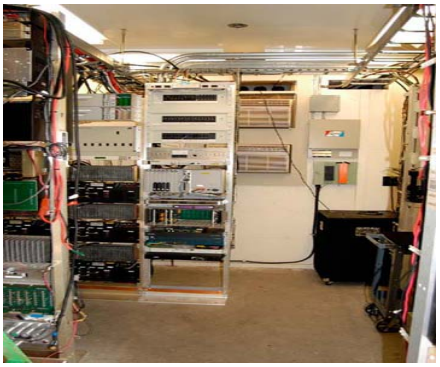
Strategic Plan Impact:

Request: R100003

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Safe, Healthy & Caring Communities

Project Description



Replace Network Monitoring System (NMS). The Network Monitoring System provides real time monitoring and alarm notification for failure of the radio equipment, and facility infrastructure. Asset preservation priority.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	300
Project Total:	300
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Replaces system for continued monitoring.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	0	0	0	300	0	0	0	300	0	300
TOTALS:	0	0	0	300	0	0	0	300	0	300

All Values are presented in Thousands (1 x 1000)

Radio-700 MHz Trunked System

Function Area:
Justice Services

Strategic Plan Impact:

Request: R120048

Department/Division:
Sheriff

Board of Supervisors Focus Areas:
Invest in the Future

Project Description

Install new digital technology, primarily for non-safety public access. Pilot requires at least $1M investment to refine future project costs. Project supports August 2009 Radio Needs Analysis Report.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	3,000
Project Total:	3,000
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improves non-safety public access.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	2,000	500	500	0	0	3,000	0	3,000
TOTALS:	0	0	2,000	500	500	0	0	3,000	0	3,000

All Values are presented in Thousands (1 x 1000)

DHS-Reconfigure Parking Lot-Animal Services

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R180014

Department/Division:
Health Services

Board of Supervisors Focus Areas:

Project Description

The current parking lot needs to be reconfigured as a result of losing part of the lot to SMART Train. While it is not possible to regain all the lost slots, a redesign should create a safer path of travel and more efficient use of the available space.

Project Cost by Phase	
Acquisition:	0
Design/PM:	15
Construction:	225
Furniture/Reloc:	0
Other:	0
Project Total:	240
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	97
Maintenance:	66
Other:	0
OM Total:	164
Replacement Value:	594
RI Cost:	588
RI:	0.99

Service Impact:

Increase number of parking spaces. Creates safer path of travel.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	15	225	0	0	0	240	0	240
TOTALS:	0	0	15	225	0	0	0	240	0	240

All Values are presented in Thousands (1 x 1000)

PRO-Modular Trailer-Supervised Adult Crew Yard

Function Area:
Justice Services

Strategic Plan Impact:

Request: R180019

Department/Division:
Probation

Board of Supervisors Focus Areas:

Project Description

New 12' x 60' modular office trailer with restroom, kitchenette, and two offices is needed to replace existing trailer. Existing trailer is at end of useful life, with energy efficiency is far below modern standards, and the roof needing continual work to prevent leaks. A new trailer will help prevent any business interruption due to repairs or maintenance issues. Site work to include removal of existing trailer, hook-up of new trailer, communications wiring, permits and ancillary items.

Project Cost by Phase	
Acquisition:	0
Design/PM:	95
Construction:	550
Furniture/Reloc:	20
Other:	0
Project Total:	665
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Asset replacement.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	665	0	0	0	0	665	0	665
TOTALS:	0	0	665	0	0	0	0	665	0	665

All Values are presented in Thousands (1 x 1000)

HSD-Employment & Training Resource Room Reconfiguration

Function Area:
Health and Human Services

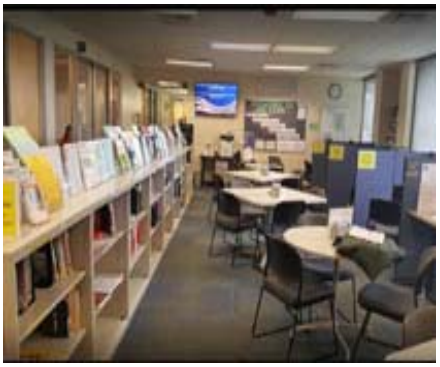
Strategic Plan Impact:

Request: R180004

Department/Division:
Human Services

Board of Supervisors Focus Areas:
Economic & Environmental Stewardship

Project Description



Reconfigure the Job Links resource and computer area to better facilitate services to our clients. Current space has unused areas and doesn't provide for full visibility or full use of all space.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	40
Other:	0
Project Total:	40
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Improved functionality.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	40	0	0	0	40	0	40
TOTALS:	0	0	0	40	0	0	0	40	0	40

All Values are presented in Thousands (1 x 1000)

HSD-Westwind Conference Room Conversion

Function Area:
Health and Human Services

Strategic Plan Impact:

Request: R170005

Department/Division:
Human Services

Board of Supervisors Focus Areas:

Project Description

Convert half of the Wright Rooms conference space to office. Reconfigure adjoining space at east end of the building. Maximize the usefulness of the eastern 1/3 of the 3600 Westwind leased space to provide needed office space.

Project Cost by Phase	
Acquisition:	0
Design/PM:	27
Construction:	97
Furniture/Reloc:	163
Other:	29
Project Total:	315
Current Phase:	INIT

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

None. No increase in square footage, rent pays for O&M.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
HSD FUND 11505	0	0	0	315	0	0	0	315	0	315
TOTALS:	0	0	0	315	0	0	0	315	0	315

All Values are presented in Thousands (1 x 1000)

2017-2022 Capital Improvement Plan

Function Area:
Administrative and Fiscal Services

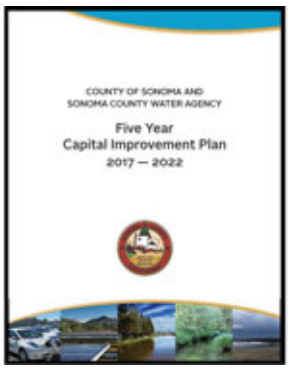
Strategic Plan Impact:

Request: R180027

Department/Division:
General Services

Board of Supervisors Focus Areas:

Project Description



Capital Improvement Plan required by County code to identify long term capital improvement program including project priorities, costs and methods of financing. Staff resources devoted to the creation of the Capital Improvement Plan should be fully cost recoverable.

Project Cost by Phase	
Acquisition:	0
Design/PM:	100
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	100
Current Phase:	N/A

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0
Replacement Value:	N/A
RI Cost:	N/A
RI:	N/A

Service Impact:

Project mandated by government code.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	0	0	100	0	0	0	0	100	0	100
TOTALS:	0	0	100	0	0	0	0	100	0	100

All Values are presented in Thousands (1 x 1000)

FACILITY DESCRIPTIONS
&
ASSET LIST

County Administration Center

Facility Description

Site and Location

The County Administration Center is an 83-acre site located in Santa Rosa adjacent to Highway 101 between Bicentennial Way on the north, Mendocino Avenue on the east and Steele Lane on the south. The site is roughly flat with Paulin Creek running along the south edge. The surrounding neighborhood includes residential and commercial areas. Also included with this facility are the La Plaza buildings just south of the main campus area, on County Center Drive. See “County Center Campus Map.”

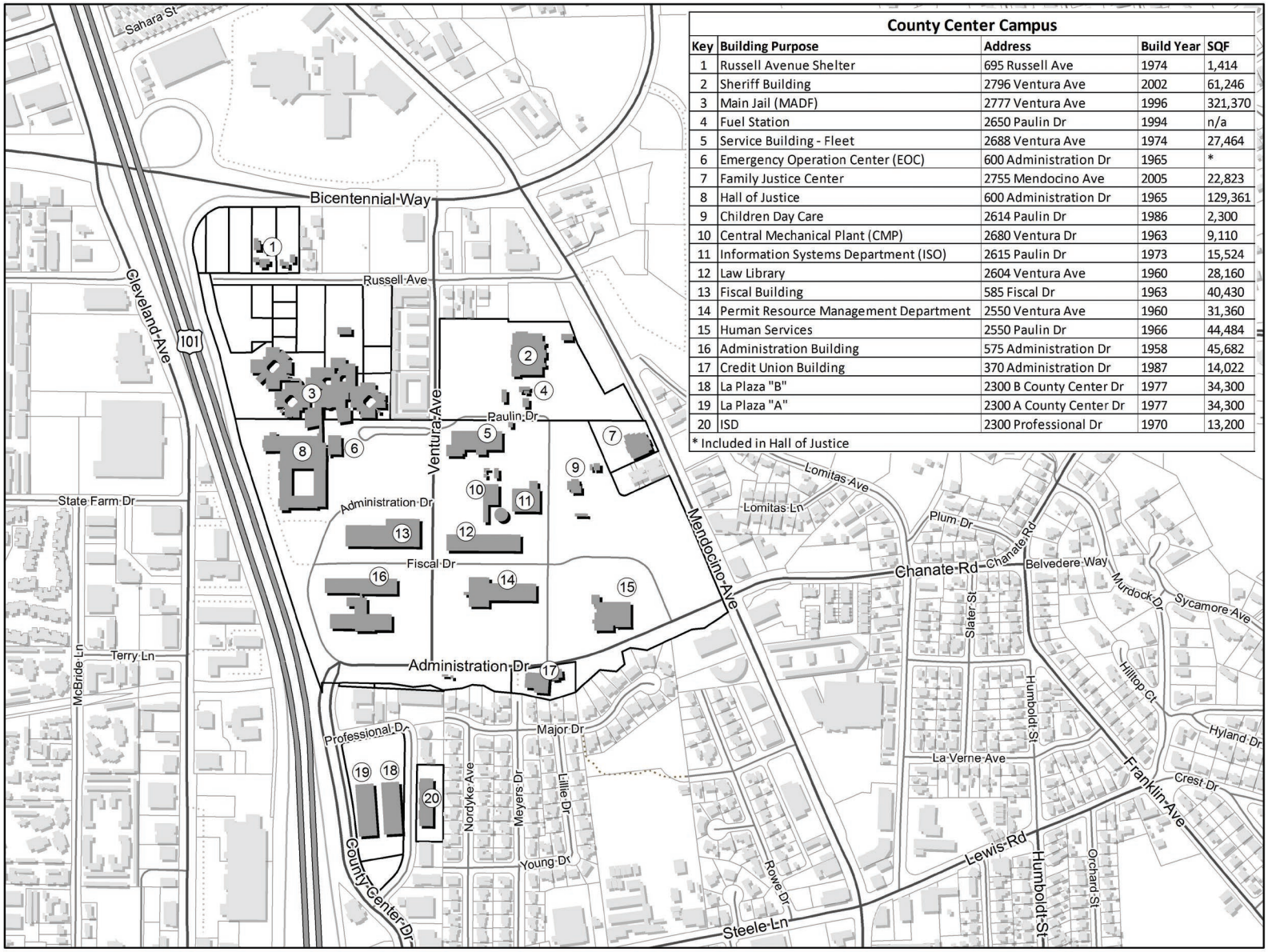
Improvements:

The existing site is broadly developed, but not intensively so. Many of the buildings are single story. Much of the area is devoted to surface parking lots, and there are large vacant areas adjacent to Mendocino and Russell Avenues. There are 17 buildings with over 580,000 square feet (not including the Main Adult Detention Facility – see “Adult Detention Facilities”) constructed between 1958 (Administration Building) and 2002 (Sheriff’s Building). The Center is served by a Central Mechanical Plant for space heating and air conditioning, a new 1.4 megawatt Fuel Cell power supply, and a high voltage (12 KV) power distribution system (except for the La Plaza, 2300 Professional Drive, 370 Administration Drive, and 2755 Mendocino Avenue buildings). The new Fleet building was completed at the end of 2016.

Use:

The County Administration Center is the main seat of County government and is used for major functions including Administration, Fiscal Services, Justice, Human Services, Development Services, Information Systems, Transportation/ Public Works and General Services. The buildings are primarily used for general office and administrative use and include courtrooms, hearing rooms and various support functions. These are in addition to detention functions located in the northwest quadrant of the County Administration Center, described below.

County Administration Center



County Center Campus

Key	Building Purpose	Address	Build Year	SQF
1	Russell Avenue Shelter	695 Russell Ave	1974	1,414
2	Sheriff Building	2796 Ventura Ave	2002	61,246
3	Main Jail (MADF)	2777 Ventura Ave	1996	321,370
4	Fuel Station	2650 Paulin Dr	1994	n/a
5	Service Building - Fleet	2688 Ventura Ave	1974	27,464
6	Emergency Operation Center (EOC)	600 Administration Dr	1965	*
7	Family Justice Center	2755 Mendocino Ave	2005	22,823
8	Hall of Justice	600 Administration Dr	1965	129,361
9	Children Day Care	2614 Paulin Dr	1986	2,300
10	Central Mechanical Plant (CMP)	2680 Ventura Dr	1963	9,110
11	Information Systems Department (ISO)	2615 Paulin Dr	1973	15,524
12	Law Library	2604 Ventura Ave	1960	28,160
13	Fiscal Building	585 Fiscal Dr	1963	40,430
14	Permit Resource Management Department	2550 Ventura Ave	1960	31,360
15	Human Services	2550 Paulin Dr	1966	44,484
16	Administration Building	575 Administration Dr	1958	45,682
17	Credit Union Building	370 Administration Dr	1987	14,022
18	La Plaza "B"	2300 B County Center Dr	1977	34,300
19	La Plaza "A"	2300 A County Center Dr	1977	34,300
20	ISD	2300 Professional Dr	1970	13,200

* Included in Hall of Justice

Airport Complex

Facility Description

Site and Location:

The Airport Complex is the area at the west end Airport Boulevard. Facilities owned by the County include the North County Detention Facility, Sonoma County Employees' Retirement Association, Charles M. Schultz - Sonoma County Airport, Sonoma County Water Agency, Animal Shelter, Heavy Equipment, Weights and Measures, and the Sheriff's Helicopter Hanger. Additionally the County leases facility spaces for Human Services and the University of California Cooperative Extension.

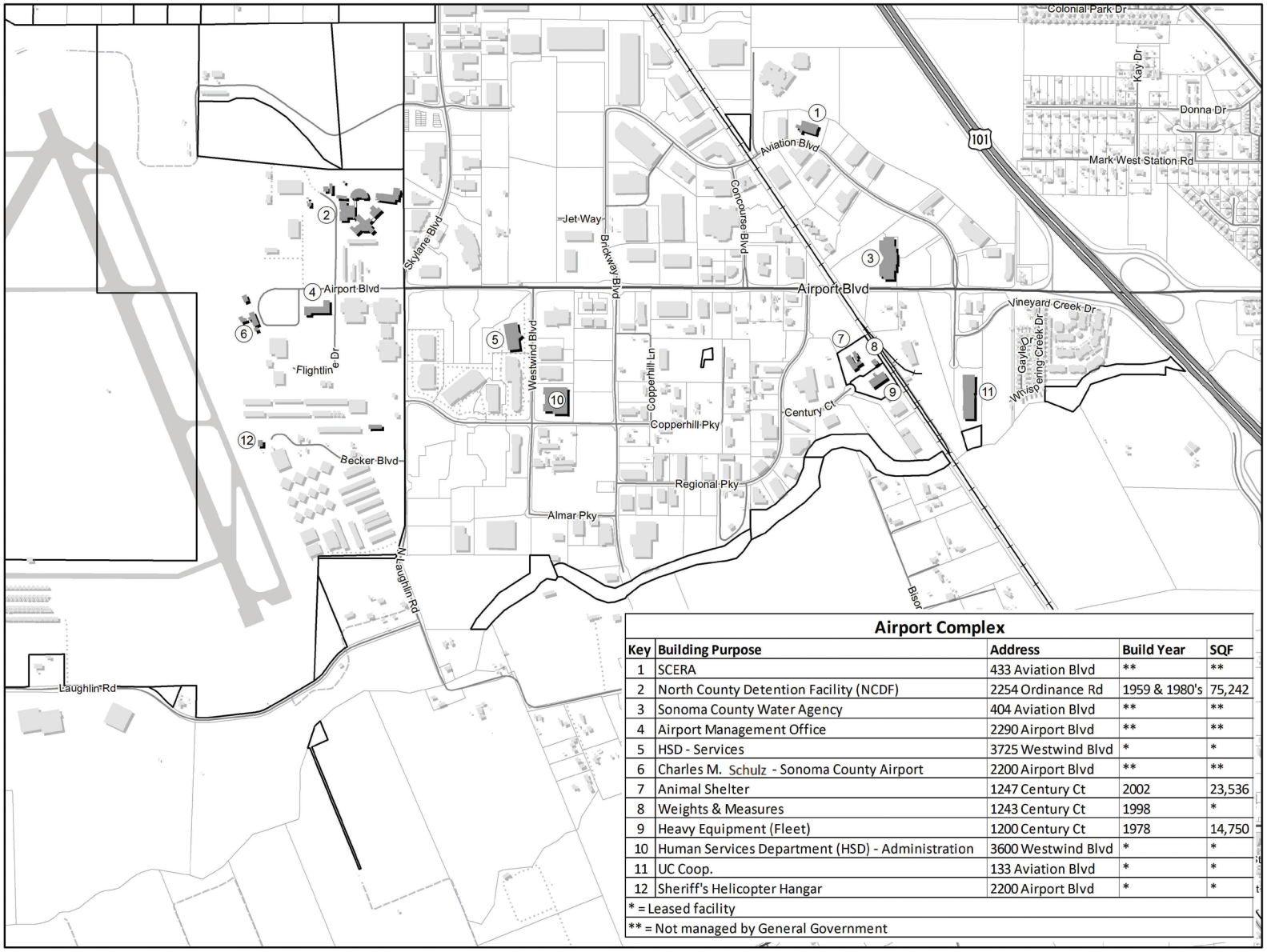
Improvements:

The area is generally County owned and leased properties. Most are single story office and industrial buildings however there are currently multi- story buildings under construction. Recent County improvements have included the extension of the runway and enlarging of the Airport terminal building and services and North County Detention Facility recently completed a new security fence and improved security measures. The Animal Shelter is currently in design for improvements and scope expansion.

Use:

The uses are mixed and varied from the Airport, adult detention, retirement planning, large vehicle maintenance and repair, animal shelter, Human Resources Administration, and public water agency.

Airport Complex



Airport Complex

Key	Building Purpose	Address	Build Year	SQF
1	SCERA	433 Aviation Blvd	**	**
2	North County Detention Facility (NCDF)	2254 Ordinance Rd	1959 & 1980's	75,242
3	Sonoma County Water Agency	404 Aviation Blvd	**	**
4	Airport Management Office	2290 Airport Blvd	**	**
5	HSD - Services	3725 Westwind Blvd	*	*
6	Charles M. Schulz - Sonoma County Airport	2200 Airport Blvd	**	**
7	Animal Shelter	1247 Century Ct	2002	23,536
8	Weights & Measures	1243 Century Ct	1998	*
9	Heavy Equipment (Fleet)	1200 Century Ct	1978	14,750
10	Human Services Department (HSD) - Administration	3600 Westwind Blvd	*	*
11	UC Coop.	133 Aviation Blvd	*	*
12	Sheriff's Helicopter Hangar	2200 Airport Blvd	*	*

* = Leased facility

** = Not managed by General Government

Facility Description

There are two adult detention facilities: the Main Adult Detention Facility and the North County Detention Facility.

MAIN ADULT DETENTION FACILITY

Site and Location

The Main Adult Detention Facility is located in the northwest quadrant of the County Administration Center adjacent to the Hall of Justice. Law enforcement access to the Main Adult Detention Facility is from Russell Avenue on the north, while public access is to the lobby on the south side of the building, from Paulin Drive. See following Map.

Improvements

The facility was constructed in 1989 with 249,000 square feet and expanded in 1997, adding 72,000 square feet. The current total rated capacity is 915 beds. The Sheriff's Department is in the process of installing additional beds. Medium security housing is single and double bunk cells with direct supervision. Maximum security housing is single bed cells with indirect supervision. The facility has its own food service (laundry service is located at the North County Detention Facility) and has a security electronics system with remote door controls, intercoms, surveillance cameras and fire alarm system. The facility represents a major infrastructure investment at the County Administration Center.

Use:

MADF is primarily for pre-trial male and female inmates, waiting or in process of, being tried. The Main Adult Detention Facility is also used for sentenced inmates as required by specific circumstances.

NORTH COUNTY DETENTION FACILITY

Site and Location:

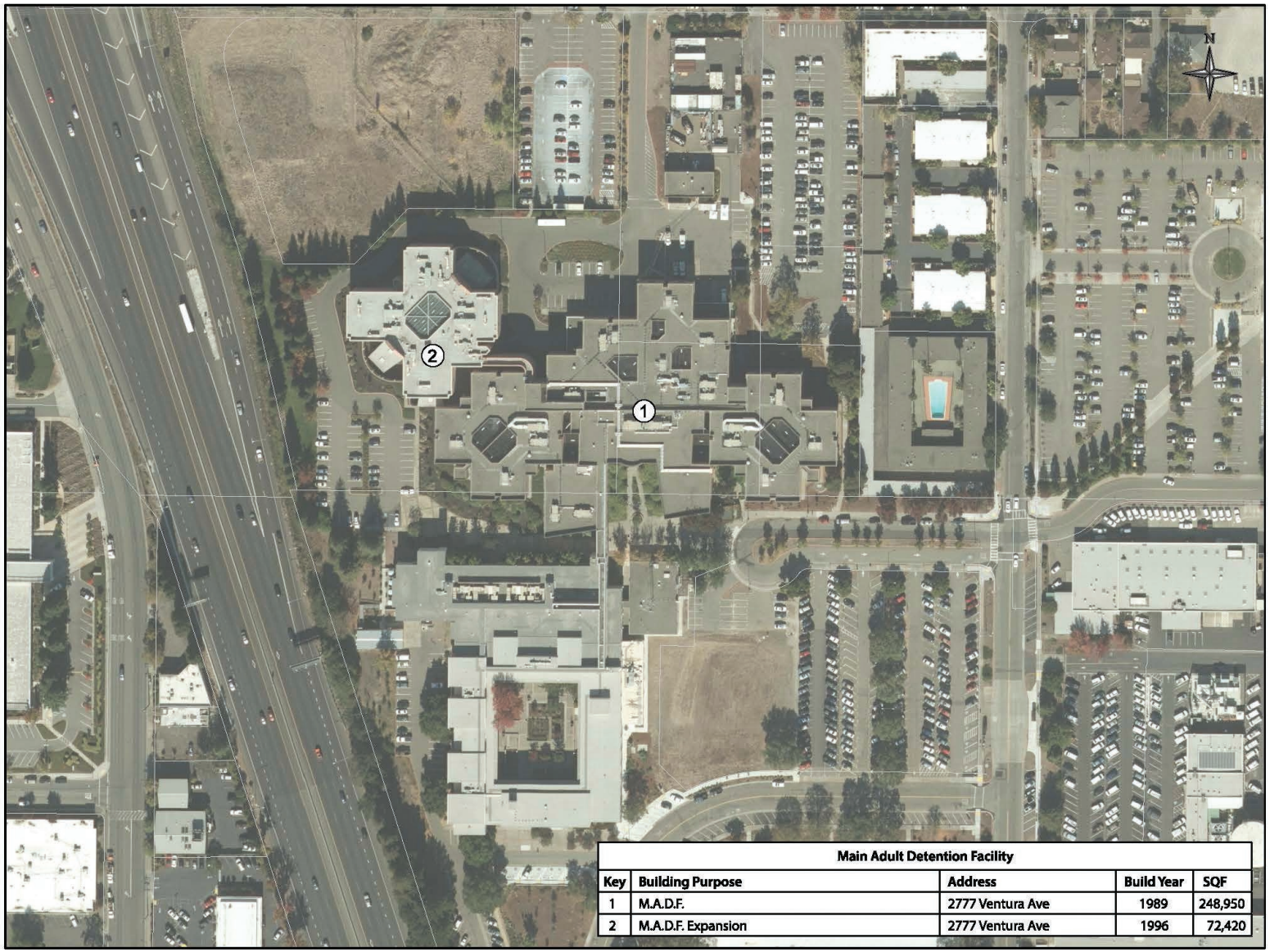
The NCDF is located on Ordinance Road near the Charles M. Schulz County Airport on the west, the Transportation/Public Works Road Yard on the south, open undeveloped land on the north and a business park on the east. A creek runs along the north edge of the site. See following map. The North County Detention Facility site was originally part of the Santa Rosa Army Airfield during World War II and was used for ordnance storage and chemical warfare training.

Improvements:

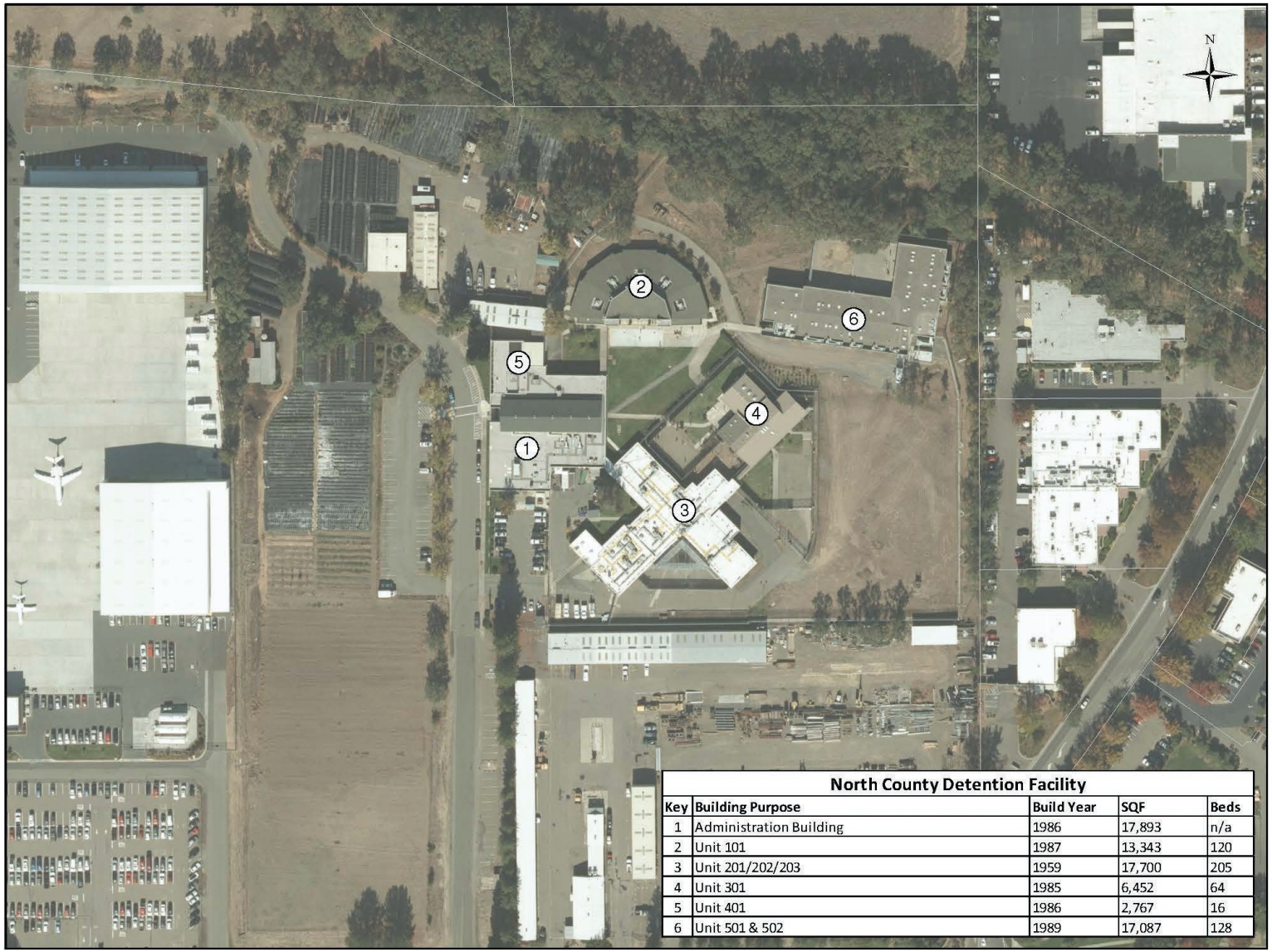
There are five main buildings and several ancillary buildings constructed from 1959 through 1989 with a total of 84,000 square feet and 561 rated beds (579 maximum capacity) primarily in dormitory style housing with direct supervision. The facility has its own food service and provides laundry service for the North County Detention Facility and the Main Adult Detention Facility. The facility's security electronics system is similar to the Main Adult Detention Facility.

Use:

The facility is primarily for sentenced male and female inmates with some pretrial inmates. NCDF was originally an "honor farm" for minimum security inmates but the inmate population has evolved into more hardened offenders convicted of more serious crimes.



Main Adult Detention Facility				
Key	Building Purpose	Address	Build Year	SQF
1	M.A.D.F.	2777 Ventura Ave	1989	248,950
2	M.A.D.F. Expansion	2777 Ventura Ave	1996	72,420



North County Detention Facility

Key	Building Purpose	Build Year	SQF	Beds
1	Administration Building	1986	17,893	n/a
2	Unit 101	1987	13,343	120
3	Unit 201/202/203	1959	17,700	205
4	Unit 301	1985	6,452	64
5	Unit 401	1986	2,767	16
6	Unit 501 & 502	1989	17,087	128

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Justice Services

Facility Description

Juvenile Facilities include Los Guilicos and the Probation Camp. Los Guilicos also has functions and facilities that are not juvenile-related.

Los Guilicos

Site and Location:

This 283-acre site is located approximately 12 miles east of the County Administration Center on Highway 12. It is made up of open, gently sloping areas adjacent to the highway where existing development is concentrated, with steeper tree-covered mountainside further north, abutting Hood Mountain Regional Park. Hood Creek runs along the eastern edge of the property. The vicinity is primarily agricultural north of Highway 12, with the Oakmont residential area to the south. See following map.

Improvements:

30 buildings with over 200,000 square feet were built between 1858 and 2009 including: Juvenile Justice Center completed in 2006, Valley of the Moon Children's Center phases completed in 2005 and 2009; Hood House (State & National Historical Landmark) built in 1858; Pythian Buildings built as a retirement home in 1927; the old Juvenile Justice Facility built in the 1950s and 1960s as a California Youth Authority School for Girls; the old Valley of the Moon Children's Home built in 1976; five single family residences built in the 1950s; and various other buildings. Much of the critical site infrastructure supporting the newer development has been updated, but the older buildings present ongoing challenges in terms of their maintenance and deteriorating conditions. The second phase 750kW photovoltaic power array was recently added to the campus, allowing energy independence.

Use:

The current use is primarily for Juvenile Justice including Juvenile Court, Probation, Juvenile Hall and (previously) Sierra Youth Center. The site also has the Valley of the Moon Children's Center and Redwood Children's Center operated by Human Services; Community School operated by Sonoma County Office of Education; County Training Center operated by Human Resources; offices for the Sonoma County Grand Jury; and an indoor Firing Range used for law enforcement training operated by the Sheriff's department. A number of the older buildings are vacant or used only for storage due to their age and poor condition.

Probation Camp

Site and Location:

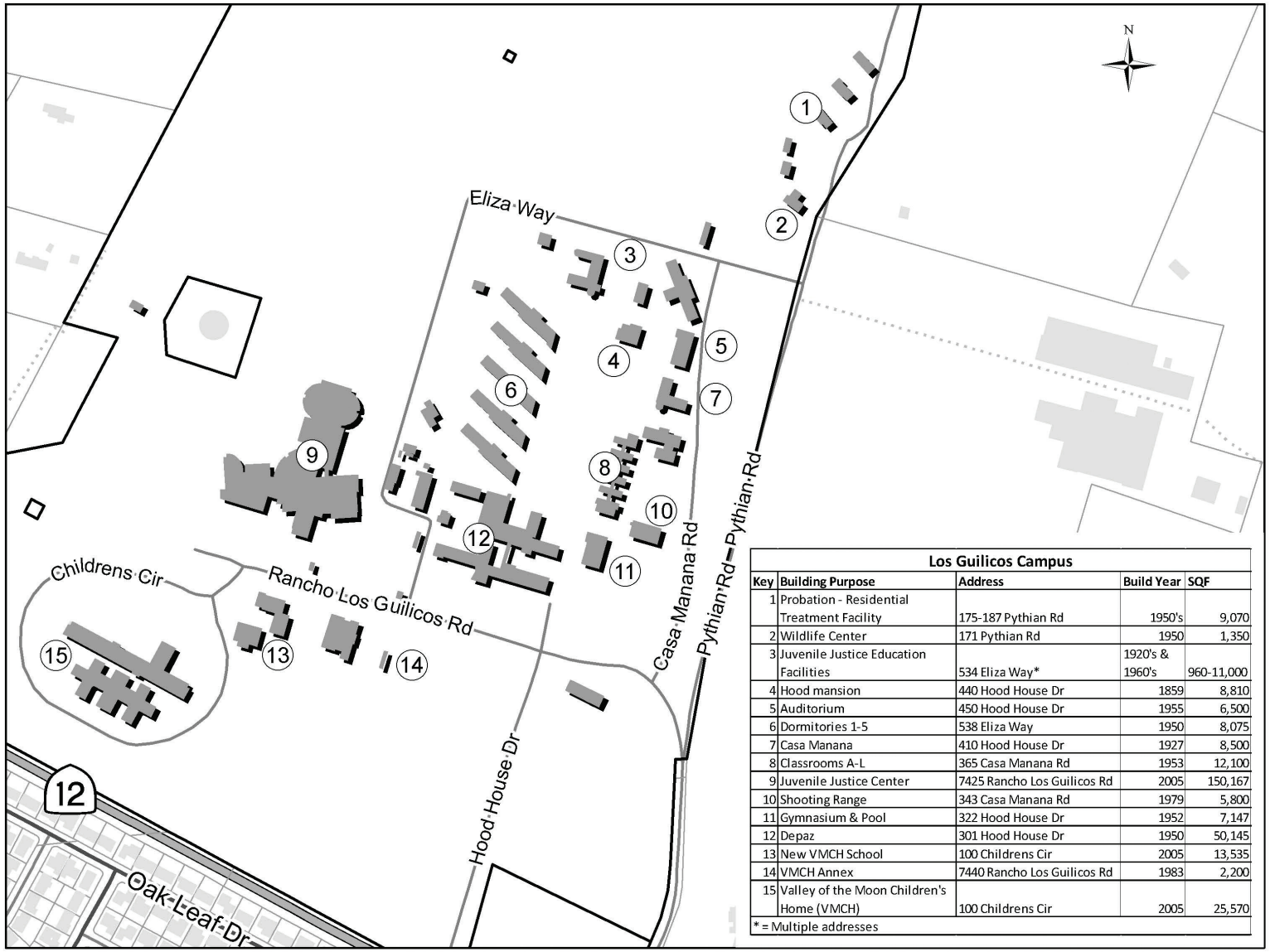
The Probation Camp ("Youth Camp") is on a rise in the middle of a large agricultural area located off of Eastside Road north of Forestville (See following map).

Improvements:

The site is developed with workshops and living areas with approximately 8,600 square feet including: living quarters with kitchen, dining room, restrooms, dormitory with 24 beds, shops, classroom, and a large warehouse.

Use:

The facility is operated by the Probation Department as a Camp program for juvenile offenders, which is part of the Juvenile Justice System. The site is also used for staging by the Probation Supervised Adult Crew program.



Los Guilicos Campus				
Key	Building Purpose	Address	Build Year	SQF
1	Probation - Residential Treatment Facility	175-187 Pythian Rd	1950's	9,070
2	Wildlife Center	171 Pythian Rd	1950	1,350
3	Juvenile Justice Education Facilities	534 Eliza Way*	1920's & 1960's	960-11,000
4	Hood mansion	440 Hood House Dr	1859	8,810
5	Auditorium	450 Hood House Dr	1955	6,500
6	Dormitories 1-5	538 Eliza Way	1950	8,075
7	Casa Manana	410 Hood House Dr	1927	8,500
8	Classrooms A-L	365 Casa Manana Rd	1953	12,100
9	Juvenile Justice Center	7425 Rancho Los Guilicos Rd	2005	150,167
10	Shooting Range	343 Casa Manana Rd	1979	5,800
11	Gymnasium & Pool	322 Hood House Dr	1952	7,147
12	Depaz	301 Hood House Dr	1950	50,145
13	New VMCH School	100 Childrens Cir	2005	13,535
14	VMCH Annex	7440 Rancho Los Guilicos Rd	1983	2,200
15	Valley of the Moon Children's Home (VMCH)	100 Childrens Cir	2005	25,570

* = Multiple addresses

Radio Communications

Facility Description

The Sheriff's Office Radio Communications Bureau operates and maintains several microwave and radio-linked sites throughout the County that are relied upon by a combination of County and local government agencies and departments with an emphasis on public safety.

The radio communications network plays a vital role in providing voice and data communications for use by 9-1-1 dispatch and field personnel that are members of County and local law enforcement agencies, County-wide emergency medical response and all of the County's individual fire districts; serving the critical emergency response needs for the residents of Sonoma County.

The Radio Bureau's objective is to provide secure and reliable radio communications coverage with the following priorities:

- Maintain current functionality of the County communications systems and site infrastructure in use today.
- Improve and upgrade the County radio network to expand and enhance functionality of the communications network.
- Develop radio sites necessary to improve communications coverage, primarily for public safety, dependent upon one-time and long term maintenance funding.
- Expansion of the system is also being considered including:
- Expand development of south county communication sites that will serve and improve public safety voice and data communications.
- Increase bandwidth, capacity and redundancy of our mobile data communications network, as a core for multi-jurisdictional public safety computer systems.
- Improve non-public safety radio capacity throughout the County.

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Health and Human Services Facilities

Facility Description

The Chanate Complex primarily houses Health Services, including Department of Health Services' Mental Health Division, biology laboratory, and certain administrative staff. A few other ancillary department activities are here as well. The County Hospital and Morgue are also here. More recently, Department of Health Services' Environmental and Public Health offices have largely consolidated to leased space at 625 5th Street, in downtown Santa Rosa. Additionally, Department of Health Services continues to oversee programs at the Orenda Center.

Chanate Medical Complex

Site and Location:

The Chanate Medical Complex is an 81-acre site, located 2-1/2 miles east of the County Administration Center, bisected by Chanate Road. The area is hilly and wooded, located in an active geological zone with evidence of the Healdsburg/Rogers Creek Fault. The surrounding neighborhood is primarily residential. There is a Water Agency flood control basin on the south side of the site. See following map.

Improvements:

Approximately 160,000 square feet of former hospital facility plus several additional buildings of about 91,000 square feet built, all between 1936 and 2004, are found at this site. The major buildings are old and inefficient: Most of the former Sutter Santa Rosa Medical Center dates from the mid-1970s back to 1936. Norton Mental Health Center was built in 1938 as a Tuberculosis Hospital; the former Public Health Clinic in 1952 as a Juvenile Hall, and the Day Treatment Center in 1952 also as part of the former Juvenile Hall complex; Chanate Hall in 1946 as a Nurse's Dormitory. These buildings suffer problems common to older buildings — access compliance deficiencies, asbestos containing materials, energy inefficiencies, worn out building components and structural and functional obsolescence. Most site utilities, such as water, sewer, and power, were installed decades ago and need major repairs or replacement. Facilities in the eastern portion of this complex, accessed by County Farm Road, do not have adequate utilities or roads. Domestic water is connected to Santa Rosa, but distribution pipes are old and deteriorated. Roads and parking are inadequate and deteriorated, and there are no sidewalks from Chanate Road.

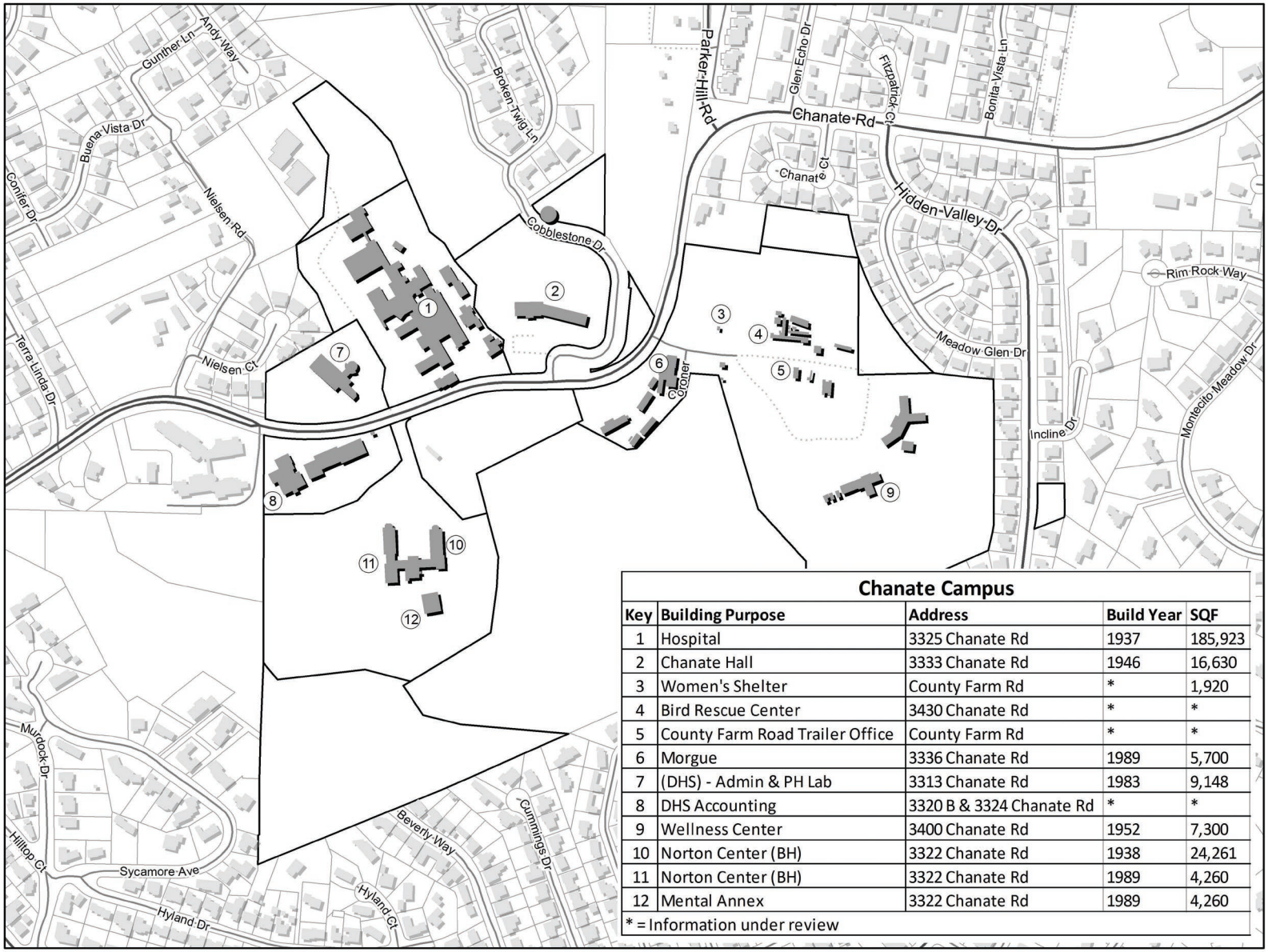
Use:

The vacated former hospital north of Chanate Road was leased to Sutter Health, Inc., which now occupies a new facility on Mark West Springs Road. Former Family Practice buildings south of Chanate Road were previously vacated. Department of Health Services' Public Health laboratory, administrative offices, Wellness Center, Mental Health psychiatric services and day treatment, and the County Morgue operated by the Sheriff-Coroner remain. Certain miscellaneous services such as the Bird Sanctuary, and storage are also at the complex.

Orenda Center

Orenda Center is a 13,440 square foot building constructed in 1959 and expanded in 1974, located on Bennett Valley Road near Farmer's Lane in Santa Rosa. It has been used as an alcohol and drug treatment center operated by the Health Services Department. The Center's building continues needing major repairs and replacements.

Health and Human Services Facilities



Chanate Campus

Key	Building Purpose	Address	Build Year	SQF
1	Hospital	3325 Chanate Rd	1937	185,923
2	Chanate Hall	3333 Chanate Rd	1946	16,630
3	Women's Shelter	County Farm Rd	*	1,920
4	Bird Rescue Center	3430 Chanate Rd	*	*
5	County Farm Road Trailer Office	County Farm Rd	*	*
6	Morgue	3336 Chanate Rd	1989	5,700
7	(DHS) - Admin & PH Lab	3313 Chanate Rd	1983	9,148
8	DHS Accounting	3320 B & 3324 Chanate Rd	*	*
9	Wellness Center	3400 Chanate Rd	1952	7,300
10	Norton Center (BH)	3322 Chanate Rd	1938	24,261
11	Norton Center (BH)	3322 Chanate Rd	1989	4,260
12	Mental Annex	3322 Chanate Rd	1989	4,260

* = Information under review

Veterans/Community Service Buildings

Facility Description

Sites and Locations:

Eight Veterans/Community Service Buildings are located at various sites throughout Sonoma County: Cloverdale, 1.4 acres; Guerneville, 1 acre; Sebastopol, 1.7 acres; Occidental, 2.8 acres; Santa Rosa, 9.7 acres; Sonoma, 15.3 acres; Cotati, 1.6 acres; and Petaluma, 5.1 acres. See following map.

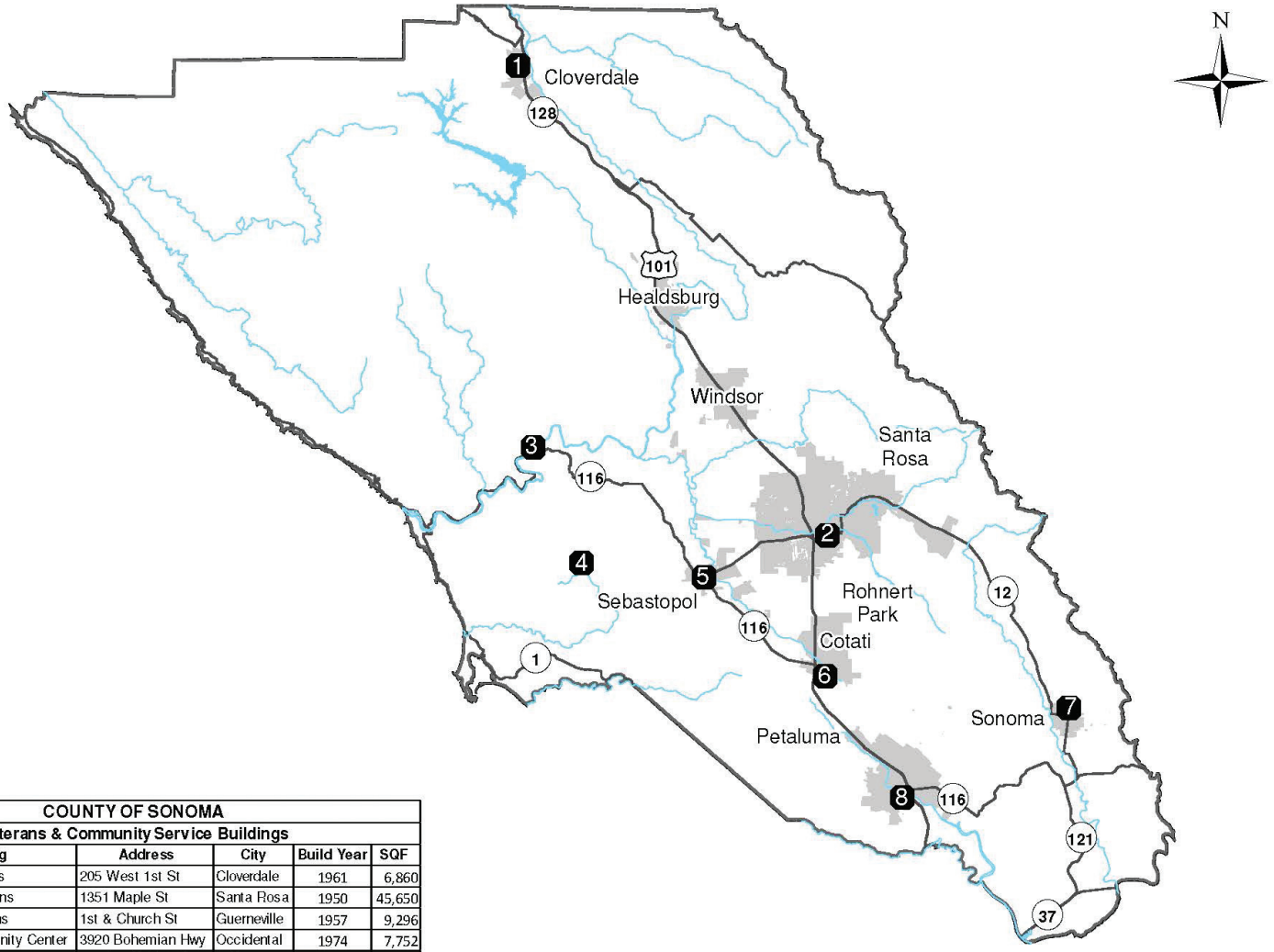
Improvements:

The buildings vary in size from 5,400 square feet (Cotati) to 45,600 square feet (Santa Rosa) for a total of 133,000 square feet. Most of them were constructed between 1950 and 1961, except Occidental, which was built in 1974, and Guerneville, which is an older school building. The buildings typically have a large auditorium, meeting rooms, kitchens, and support spaces and offices, and have challenges associated with their age and condition: worn systems and components, access compliance deficiencies, hazardous materials, and/or structural issues. Paving is also worn out and deficient at some the facilities.

Use:

Use of the buildings is now managed by General Services Department with new third-party operational agreements having been concluded for several of these facilities. They are valuable community resources and serve a variety of functions including: venues for public and private events, conferences, entertainment and performing arts; community meetings; emergency shelters; training and educational functions; voting places; and County functions.

Veterans/Community Service Buildings



COUNTY OF SONOMA					
Veterans & Community Service Buildings					
Key	Building	Address	City	Build Year	SQF
1	Cloverdale Veterans	205 West 1st St	Cloverdale	1961	6,860
2	Santa Rosa Veterans	1351 Maple St	Santa Rosa	1950	45,650
3	Guerneville Veterans	1st & Church St	Guerneville	1957	9,296
4	Occidental Community Center	3920 Bohemian Hwy	Occidental	1974	7,752
5	Sebastopol Veterans	282 South High St	Sebastopol	1958	17,800
6	Cotati Veterans	8505 Park Ave	Cotati	1961	5,420
7	Sonoma Veterans	126 West 1st St	Sonoma	1952	16,200
8	Petaluma Veterans	1094 Petaluma Blvd	Petaluma	1959	23,800

Fairgrounds Buildings

Facility Description

Sites and Locations:

The Fair & Exposition site is approximately 150 plus acres on the Santa Rosa plain. The site is located south of State Highway 12 and east of the 101 Freeway at Brookwood Avenue. The site is mostly flat with small rise at the south boundary. The property features a network of asphalt paved concourses used for pedestrian and service vehicle circulation. There are many mature trees and a number of grass and paved areas. The site contains electrical, sewer, and storm water systems. In addition there are several all-weather parking areas of varied capacity. The site has seven entry gates spread around the north, east and south sides.

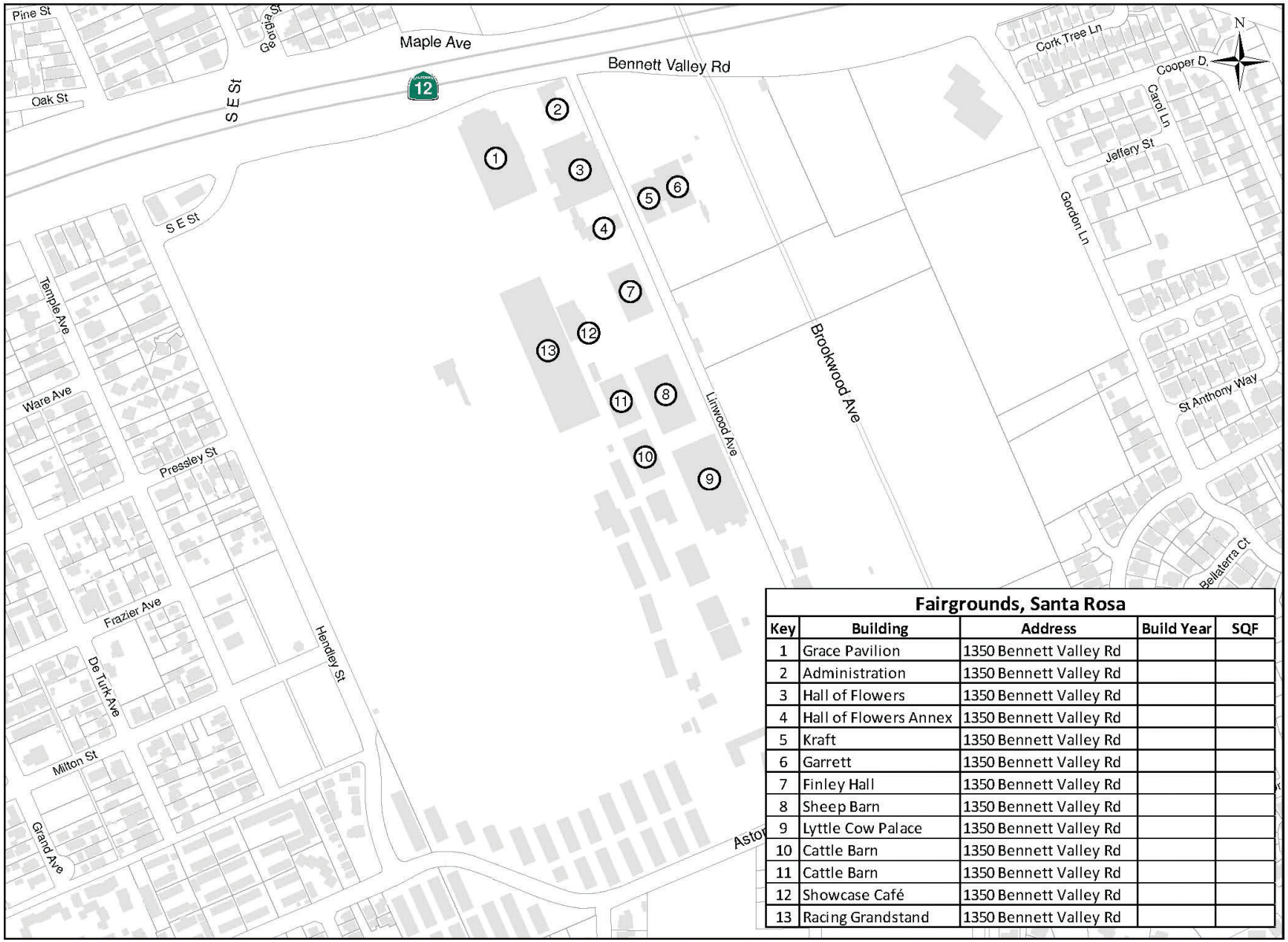
Improvements:

There are more than dozen primary buildings and several equine and stock facilities such as pens, barns, stalls, stables and rings. There are two horse racing tracks and a golf course. The buildings were built in the 1950s, 1960s, 1970s and 1980s. Many of the building have been re-modeled. All of the buildings with the exception of the Administration Building are available for rent. Some of the buildings contain cooking/catering facilities. The site also features carnival grounds and other outdoor venues. A proposed new barn is planned for the coming years.

Use:

Use of the buildings and grounds is managed by the Fair & Exposition Administration Director and employees. The grounds provide venues for over three-hundred events a year including the County Fair. In addition, several other events such the Harvest Fair, community events, concerts, shows and private celebrations occur regularly at the site. The Fairgrounds provides indoor and outdoor venues for public, private and commercial events.

Fairgrounds Buildings



Fairgrounds, Santa Rosa				
Key	Building	Address	Build Year	SQF
1	Grace Pavilion	1350 Bennett Valley Rd		
2	Administration	1350 Bennett Valley Rd		
3	Hall of Flowers	1350 Bennett Valley Rd		
4	Hall of Flowers Annex	1350 Bennett Valley Rd		
5	Kraft	1350 Bennett Valley Rd		
6	Garrett	1350 Bennett Valley Rd		
7	Finley Hall	1350 Bennett Valley Rd		
8	Sheep Barn	1350 Bennett Valley Rd		
9	Lyttle Cow Palace	1350 Bennett Valley Rd		
10	Cattle Barn	1350 Bennett Valley Rd		
11	Cattle Barn	1350 Bennett Valley Rd		
12	Showcase Café	1350 Bennett Valley Rd		
13	Racing Grandstand	1350 Bennett Valley Rd		

Fire and Emergency Services Buildings

Facility Description

Site and Locations

The Annapolis Fire and Emergency Service Garage in the northwestern part of the state is complete. Three Fire Garages are proposed at three separate sites in Sonoma County: Lakeville Highway east of Petaluma; Annapolis Road Yard in the northwestern part of the County; San Antonio Road in the southern area; and the Two Rock Valley in the southwestern area.

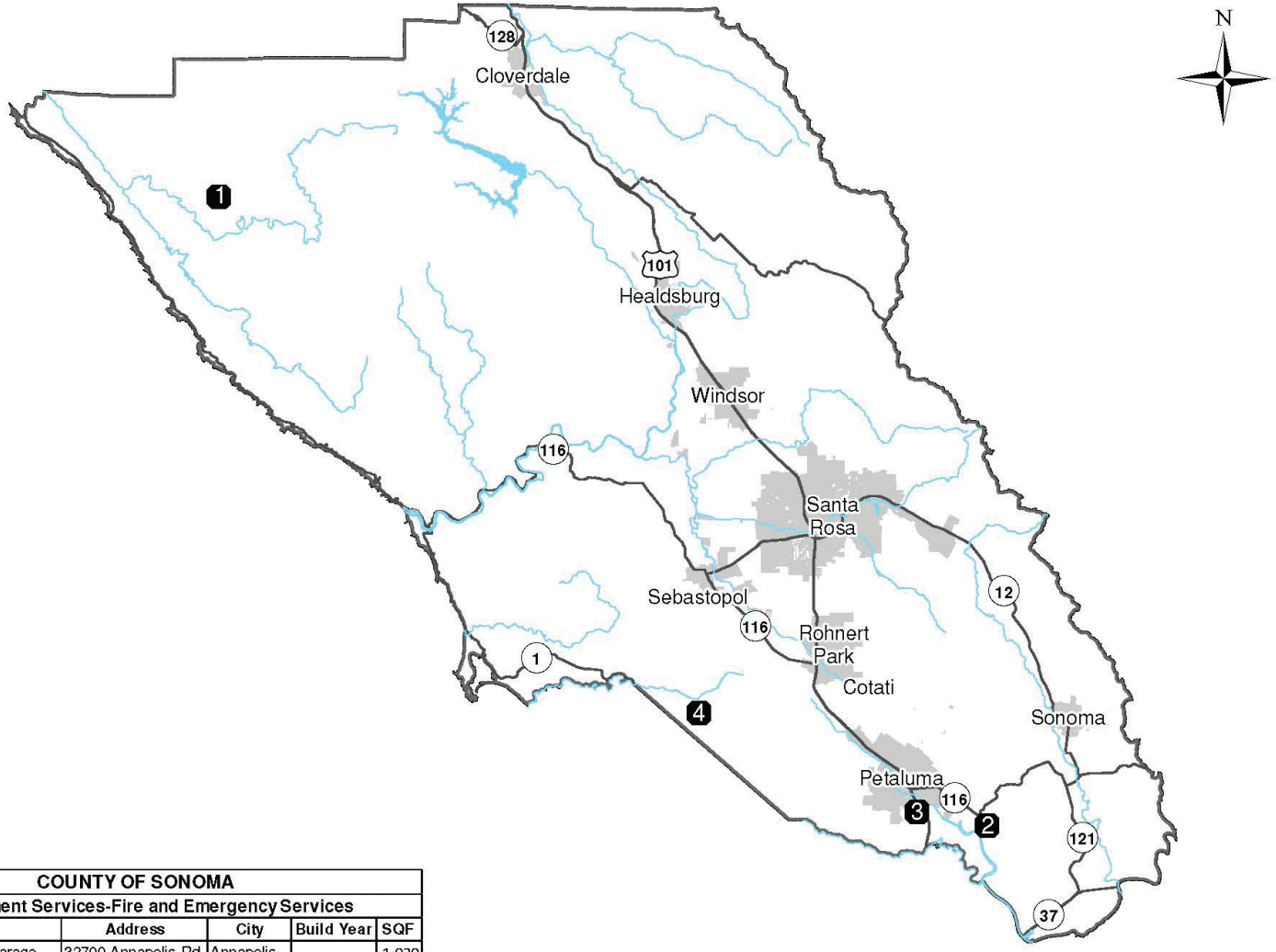
Improvements:

Relatively straightforward metal buildings with associated water supply tanks and chemical toilets, will vary in capacity from three equipment storage bays at Annapolis up to four bays at the other three sites.

Use:

The buildings provide secure and suitable storage for fire suppression and emergency response equipment, protecting the equipment investment. The new locations help enhance response times. Sites will be graded with gravel as necessary, with corresponding new utilities installed or existing site utilities upgraded.

Fire and Emergency Services Buildings



COUNTY OF SONOMA					
Development Services-Fire and Emergency Services					
Key	Station	Address	City	Build Year	SQF
1	Annapolis Fire Garage	32700 Annapolis Rd	Annapolis		1,920
2	Lakeville Fire Garage	Proposed	Petaluma		
3	San Antonio Fire Garage	Proposed	Petaluma		
4	Two Rock Fire Garage	Proposed	Two Rock		

Other County Services

Facility Description

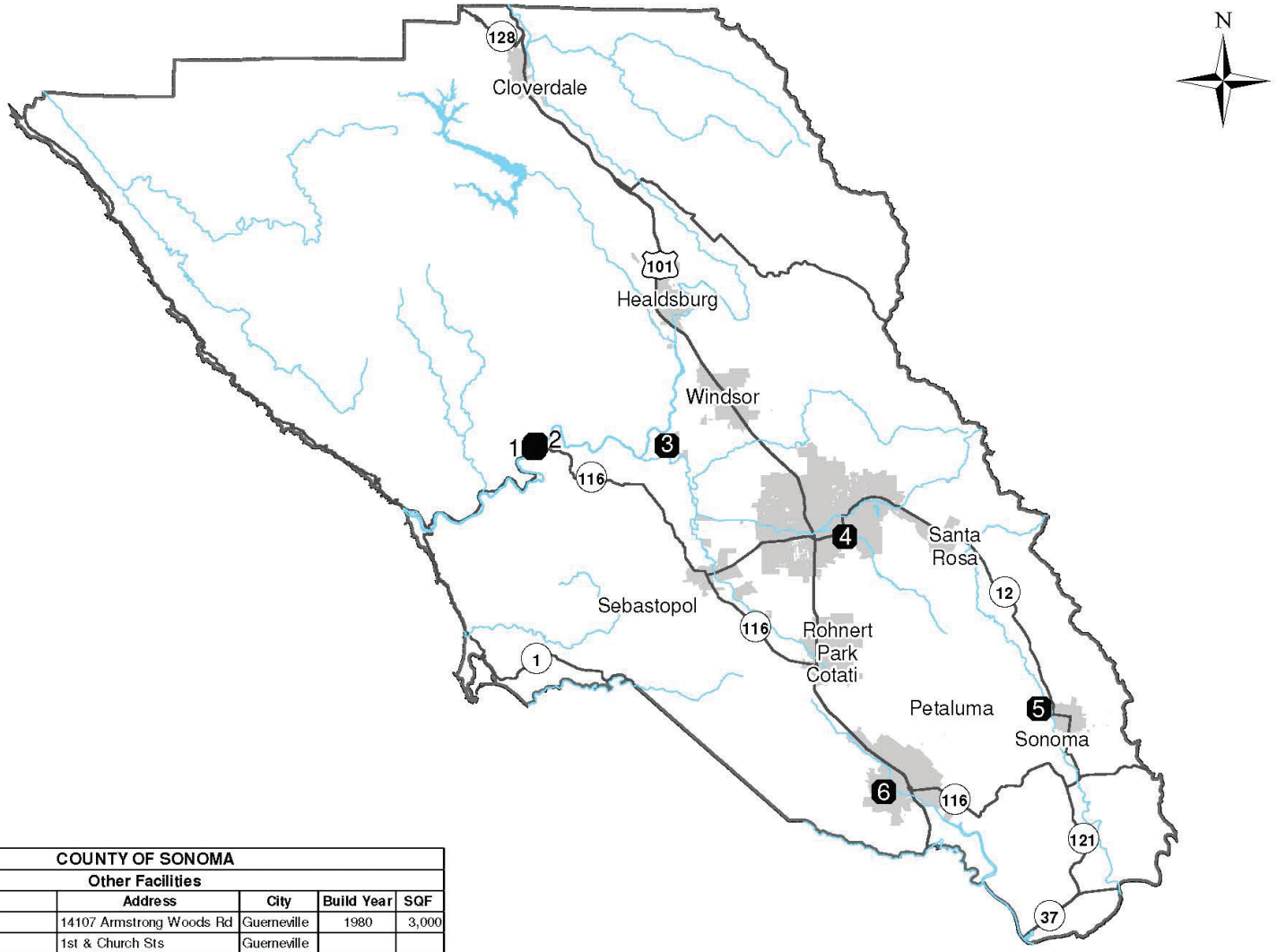
Site and Locations

This category includes various County-wide locations.

Improvements:

Other Facilities is a category for projects that may apply to any or all County general government facilities (e.g.: maintenance and monitoring of underground storage tanks) or for buildings that do not clearly fit into other categories. Buildings in this category include: Guerneville Library; Guerneville Sheriff's Substation (located in the Guerneville Veteran's Building); Sonoma Valley Sheriff's Substation; and County Annexes in a shared building at Petaluma. See following map.

Other County Services



COUNTY OF SONOMA					
Other Facilities					
Key	Building	Address	City	Build Year	SQF
1	Guerneville Library	14107 Armstrong Woods Rd	Guerneville	1980	3,000
2	Sheriff Sub-Station	1st & Church Sts	Guerneville		
3	Youth Camp	7400 Steve Olson Ln	Forestville	1972	4,277
4	Orenda Center	1430 Neotomas Ave	Santa Rosa		13,440
5	Sonoma Valley Sub-Station	810 Grove St	Sonoma		1,500
6	Petaluma City Hall	11 English St	Petaluma	1972	1,417

Facilities Asset List — County Administration Center

County Administration Center Buildings

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
370 Admin Drive	01180	1987	29	Office	14,022	18,398,774	1,274	7,029,400	0.39	7,828,939	0.43
Administration	01020	1958	58	Office	45,682	45,101,190	959	16,681,251	0.38	24,338,556	0.54
Agriculture	01070	1960	56	Specialty Cultural (Museum, Library)	28,160	35,359,409	1,219	16,062,447	0.47	17,506,887	0.50
Children's Day Care Center	01140	1986	30	Child Care Center	2,300	2,680,577	1,132	1,075,854	0.41	1,895,170	0.71
Data Processing (Information Systems)	01120	1973	43	Other special facilities	15,524	23,733,875	1,484	8,170,864	0.35	11,587,514	0.49
Emergency Operations	01060	1965	51	Other special facilities	5,400	13,141,410	2,363	4,612,977	0.36	5,818,065	0.44
Family Justice Center	05113	2005	11	Office	22,823	19,079,954	812	2,243,230	0.12	4,036,971	0.21
Fiscal	01050	1963	53	Office	40,430	42,554,849	1,022	12,942,111	0.31	15,047,552	0.35
Hall of Justice	01060	1965	51	Courthouse	129,361	170,525,552	1,280	37,198,636	0.22	59,707,811	0.35
Human Services	01040	1966	50	Office	44,484	48,167,935	1,051	21,458,383	0.46	31,053,057	0.64
La Plaza A	01210	1977	39	Office	34,300	33,651,721	953	15,349,757	0.47	18,363,055	0.55
La Plaza B	01220	1977	39	Office	34,300	32,370,162	916	16,777,878	0.53	18,794,181	0.58
Mechanical Building	01130	1963	53	Utility Plant	9,110	64,914,617	6,918	5,125,701	0.08	6,075,796	0.09
Permit and Resource Management	01030	1960	56	Office	31,360	37,286,585	1,154	10,860,919	0.30	13,484,909	0.36
Social Services Annex	01230	1970	46	Office	13,200	12,795,905	941	4,493,485	0.36	7,567,692	0.59
Subtotal for Building					470,456	599,762,515	1,238	180,082,892	0.31	243,106,154	0.45
Campus Name: 1000 - County Administration Center						599,762,515		180,082,892	0.31	243,106,154	0.45

Legend

- Size: Gross building size in square feet
- Reporting Currency: USD.
- Adjustment factor: 76%
- FCI: Facility Condition Assessment Index. FCI is an industry-standard index that objectively measures the current condition of a facility.
- RI: Requirements Index. A total needs Requirement index. includes the costs of all non-closed Requirements regardless of category and time.
- FCI Cost: Facility Condition Index Cost. Formula: FCI/Replacement Value.
- RI Cost: To determine RI for any given Asset, the total cost of addressing all Requirements is divided by the current replacement value. Formula: RI/Replacement Value. 3% inflation added at Replacement Value and Replacement Index Cost, for FY 17-18.

Facilities Asset List — County Administration Center Site

County Administration Center Site

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Site Development											
370 Admin Drive Site	01180S	1900	116	-	1	112,372	109,099	111,584	1.02	114,932	1.02
Administration Site	01020S	1900	116	-	1	460,640	447,224	339,401	0.76	349,583	0.76
Agriculture Site	01070S	1900	116	-	1	406,051	394,224	492,780	1.25	507,563	1.25
Children's Day Care Center Site	01140S	1900	116	-	1	0	0	0	0.00	0	0.00
Data Processing (Information Systems) Site	01120S	1900	116	-	1	306,484	297,557	371,947	1.25	383,105	1.25
Emergency Operations Site	01060S	1900	116	-	1	1,158,156	1,124,423	1,141,190	1.01	1,175,425	1.01
Family Justice Center Site	05113S	1900	116	-	1	277,348	269,270	282,018	1.05	290,478	1.05
Fiscal Site	01050S	1900	116	-	1	1,036,220	1,006,039	253,240	0.25	260,837	0.25
Hall of Justice Site	01060S	1900	116	-	1	0	0	0	0.00	0	0.00
Human Services Site	01040S	1900	116	-	1	565,542	549,070	686,337	1.25	706,927	1.25
La Plaza A Site	01210S	1900	116	-	1	353,120	342,835	405,422	1.18	417,584	1.18
La Plaza B Site	01220S	1900	116	-	1	226,536	219,938	273,381	1.24	281,582	1.24
Mechanical Building Site	01130S	1900	116	-	1	371,612	360,788	450,985	1.25	464,515	1.25
Permit and Resource Management Site	01030S	1900	116	-	1	915,392	888,730	1,110,913	1.25	1,144,241	1.25
Social Services Annex Site	01230S	1900	116	-	1	0	0	0	0.00	0	0.00
Subtotal for Site Development					**15**	**6,189,472**	**400,613**	**5,919,198**	**0.99**	**6,096,774**	**1.06**
Campus Name: 1000 - County Administration Center - Site						**6,189,472**		**5,919,198**	**0.99**	**6,096,774**	**1.06**

Facilities Asset List — Main Adult Detention Facility

Main Adult Detention Facility Building

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
Courts and Offices	01910	1996	20	Courthouse	29,200	23,059,123	767	7,535,598	0.34	7,761,666	0.34
Detention	01910	1989	27	Correctional Facility	219,750	320,825,600	1,417	68,075,076	0.22	128,508,161	0.40
MADF Addition	01910	1996	20	Correctional Facility	72,420	277,458,463	3,720	19,884,526	0.07	21,244,352	0.08
MADF Service Building	01910	1989	27	Utility Plant	2,500	5,647,967	2,193	2,746,724	0.50	2,938,849	0.52
Sheriff Building	01010	2002	14	Fire/Police Station	61,246	74,953,198	1,188	5,981,999	0.08	8,872,759	0.12
Subtotal for Building					**385,116**	**701,944,352**	**1,770**	**104,223,923**	**0.15**	**169,325,788**	**0.29**
Campus Name: 1900 - MADF						**701,944,352**		**104,223,923**	**0.15**	**169,325,788**	**0.29**

Main Adult Detention Facility Site

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Site Development											
Site Asset	S-1	1900	116	-	1	2,759,716	2,679,336	981,009	0.37	1,010,440	0.37
Courts and Offices Site	01910S	1900	116	-	1	0	0	0	0.00	0	0.00
Detention Site	01910S	1900	116	-	1	0	0	0	0.00	0	0.00
MADF Addition Site	01910S	1900	116	-	1	0	0	0	0.00	0	0.00
MADF Service Building Site	01910S	1900	116	-	1	0	0	0	0.00	0	0.00
Sheriff Building Site	01010S	1900	116	-	1	1,822,486	1,769,404	686,336	0.39	706,926	0.39
Subtotal for Site Development					**6**	**4,582,202**	**741,457**	**1,667,346**	**0.37**	**1,717,366**	**0.37**
Campus Name: 1900 - MADF - Site						**4,582,202**		**1,667,346**	**0.37**	**1,717,366**	**0.37**

Facilities Asset List — North County Detention Facility

North County Detention Facility Buildings

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
NCDF-100 Male Minimum Security	04901	1987	29	Correctional Facility	13,343	8,901,105	648	3,782,246	0.44	8,773,829	0.99
NCDF-200 Male Medium Security	04902	1959	57	Correctional Facility	17,700	12,258,528	672	6,218,241	0.52	11,923,224	0.97
NCDF-300 Women's Unit	04903	1959	57	Correctional Facility	6,452	4,064,518	612	2,135,788	0.54	4,665,999	1.15
NCDF-400 Administrative Support	04904	1986	30	Correctional Facility	20,660	15,890,446	747	8,599,293	0.56	24,054,371	1.51
NCDF-500 Work Furlough	04905	1989	27	Correctional Facility	17,087	9,431,344	536	4,157,836	0.45	9,627,827	1.02
NCDF-ROP Formerly Auto Paint Shop	04921	1993	23	Storage - General	2,500	776,888	302	75,115	0.10	158,468	0.20
NCDF-ROP Greenhouse	04930	1993	23	Other special facilities	1,000	574,603	558	371,243	0.67	414,820	0.72
NCDF-ROP Storage Building	04924	1993	23	Storage - Vehicles	3,000	813,975	263	95,296	0.12	195,474	0.24
NCDF-ROP	04920	1993	23	Classroom / Training	3,000	1,452,055	470	347,192	0.25	454,927	0.31
Subtotal for Building					**84,742**	**54,163,462**	**621**	**25,782,250**	**0.49**	**60,268,941**	**0.79**
Campus Name: 4000 - NCDF						**54,163,462**		**25,782,250**	**0.49**	**60,268,941**	**0.79**

North County Detention Facility Site

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Site Development											
Site Asset	S-1	1900	116	-	1	891,043	865,091	352,730	0.41	363,312	0.41
NCDF-100 Male Minimum Security Site	04901S	1900	116	-	1	25,600	24,854	0	0.00	0	0.00
NCDF-200 Male Medium Security Site	04902S	1900	116	-	1	136,487	132,511	126,216	0.95	130,002	0.95
NCDF-300 Women's Unit Site	04903S	1900	116	-	1	0	0	0	0.00	0	0.00
NCDF-400 Administrative Support Site	04904S	1900	116	-	1	244,421	237,302	296,627	1.25	305,526	1.25
NCDF-500 Work Furlough Site	04905S	1900	116	-	1	42,205	40,976	51,220	1.25	52,756	1.25
NCDF-ROP Formerly Auto Paint Shop Site	04921S	1900	116	-	1	0	0	0	0.00	0	0.00
NCDF-ROP Greenhouse Site	04930S	1900	116	-	1	0	0	0	0.00	0	0.00
NCDF-ROP Site	04920S	1900	116	-	1	0	0	0	0.00	0	0.00
NCDF-ROP Storage Building Site	04924S	1900	116	-	1	0	0	0	0.00	0	0.00
Subtotal for Site Development					**10**	**1,339,756**	**130,073**	**826,793**	**0.64**	**851,597**	**0.97**
Campus Name: 4000 - NCDF - Site						**1,339,756**		**826,793**	**0.64**	**851,597**	**0.97**

Facilities Asset List — Los Guilicos

Los Guilicos Buildings

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
Facilities Operations Office	03222	1950	66	Office	1,516	1,187,826	761	553,339	0.48	619,118	0.52
Firing Range	03103	1979	37	Other special facilities	3,108	2,607,301	814	539,531	0.21	690,109	0.26
Juvenile Justice Center	03320	2005	11	Correctional Facility	150,167	146,663,493	948	16,534,821	0.12	43,916,553	0.30
Maintenance Building	03223	1953	63	Maintenance Shops	5,436	2,624,203	469	1,157,819	0.45	1,638,598	0.62
Valley of the Moon Children's Home (1976)	03330	1976	40	Housing - Dormitory	9,394	6,084,538	629	3,044,388	0.52	3,841,630	0.63
Valley of the Moon Children's Home (2005)	03350	2005	11	Housing - Dormitory	23,640	17,398,679	715	3,111,583	0.18	4,113,024	0.24
Valley of the Moon Children's Home Admin Offices	03351	2009	7	Office	22,500	15,043,111	649	1,673,206	0.11	3,011,455	0.20
Woodshop	03221	1950	66	Maintenance Shops	5,800	2,061,397	345	622,485	0.31	895,717	0.43
Subtotal for Building					**221,561**	**193,670,549**	**849**	**27,237,172**	**0.14**	**58,726,204**	**0.40**
Campus Name: 3000 - Los Guilicos						**193,670,549**		**27,237,172**	**0.14**	**58,726,204**	**0.40**

Facilities Asset List — Los Guilicos Site

Los Guilicos Site

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Site Development											
Site Asset	S-1	1900	116	-	1	2,069,478	2,009,202	1,110,516	0.55	1,143,831	0.55
Facilities Operations Office Site	03222S	1900	116	-	1	0	0	0	0.00	0	0.00
Firing Range Site	03103S	1900	116	-	1	0	0	0	0.00	0	0.00
Juvenile Justice Center Site	03320S	1900	116	-	1	887,839	861,980	0	0.00	0	0.00
Maintenance Building Site	03223S	1900	116	-	1	0	0	0	0.00	0	0.00
Valley of the Moon Children's Home (1976) Site	03330S	1900	116	-	1	886,240	860,427	0	0.00	0	0.00
Valley of the Moon Children's Home (2005) Site	03350S	1900	116	-	1	76,621	74,389	0	0.00	0	0.00
Valley of the Moon Children's Home Admin Offices Site	03351S	1900	116	-	1	111,100	107,865	0	0.00	0	0.00
Woodshop Site	03221S	1900	116	-	1	0	0	0	0.00	0	0.00
Subtotal for Site Development					**9**	**4,031,279**	**434,874**	**1,110,516**	**0.28**	**1,143,831**	**0.55**
Campus Name: 3000 - Los Guilicos - Site						**4,031,279**		**1,110,516**	**0.28**	**1,143,831**	**0.55**

Facilities Asset List — Heavy/Animal/Weight

Heavy Fleet/Animal Shelter/Weights & Measures Buildings

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
Animal Shelter	04140	2002	14	Animal Facility	23,536	14,721,960	607	3,249,567	0.23	4,373,161	0.30
Fleet Heavy Equipment	04120	1978	38	Maintenance Shops	14,750	6,751,694	444	665,665	0.10	1,686,500	0.25
Weights & Measures	04130	1996	20	Maintenance Shops	2,880	995,032	335	36,503	0.04	147,512	0.15
Subtotal for Building					**41,166**	**22,468,687**	**530**	**3,951,736**	**0.18**	**6,207,173**	**0.28**
Campus Name: 4000 - Heavy/Animal/Weight						**22,468,687**		**3,951,736**	**0.18**	**6,207,173**	**0.28**

Heavy Fleet/Animal Shelter/Weights & Measures Site

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Site Development											
Animal Shelter Site	04140S	1900	116	-	1	593,524	576,237	571,085	0.99	588,218	0.99
Fleet Heavy Equipment Site	04120S	1900	116	-	1	182,354	177,043	0	0.00	0	0.00
Weights & Measures Site	04130S	1900	116	-	1	183,330	177,990	0	0.00	0	0.00
Subtotal for Site Development					3	**959,208**	**310,423**	**571,085**	**0.61**	**588,218**	**0.61**
Campus Name: 4000 - Heavy/Animal/Weight - Site						**959,208**		**571,085**	**0.61**	**588,218**	**0.61**

Facilities Asset List — Chanate

Chanate Buildings

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
3325 Chanate Rd (Power & Boiler Plant)	03325	1972	44	Utility Plant	4,620	6,580,812	1,383	4,274,890	0.67	4,274,890	0.67
3325 Chanate Rd (Old Hospital)	03325	1936	80	Medical - Hospital	147,223	98,634,755	650	44,546,154	0.47	165,710,146	1.73
Chanate Hall - Mental Health	02020	1946	70	Medical - Other	16,630	10,738,330	627	4,854,439	0.47	6,351,825	0.61
Hospital Family Practice A/B/C	02210	1971	45	Medical - Other	9,148	8,277,596	878	3,888,221	0.48	6,685,845	0.83
Hospital Family Practice D/E	02215	1989	27	Medical - Other	10,200	7,952,679	757	2,773,294	0.36	3,793,732	0.49
Morgue	02110	1989	27	Medical - Other	7,550	6,060,186	779	1,040,764	0.18	2,598,187	0.44
Norton Center - Annex (Modular)	02243	1989	27	Medical - Other	3,108	1,467,377	458	1,092,054	0.77	1,444,550	1.01
Norton Center - Mental Health (Oakcrest)	02240	1938	78	Medical - Other	24,261	18,170,500	727	6,098,973	0.35	8,138,188	0.46
Public Health Main/ Administration	02010	1961	55	Laboratory	18,071	17,254,197	927	7,782,906	0.46	9,935,553	0.59
Wellness Center	02130	1952	64	Medical - Other	7,300	5,946,093	791	2,673,718	0.46	4,066,723	0.70
Subtotal for Building					**248,111**	**181,082,526**	**709**	**79,025,414**	**0.45**	**212,999,639**	**0.76**
Campus Name: 2000 - Chanate Complex						**181,082,526**		**79,025,414**	**0.45**	**212,999,639**	**0.76**

Facilities Asset List — Chanate Site

Chanate Site

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Campus Name: 2000 - Chanate Complex - Site											
Asset Type: Parking Lots											
Parking Lot A	1	1972	44		15,725	222,995	14	179,757	0.83	185,150	0.83
Parking Lot B	1	1972	44		7,800	109,974	14	88,426	0.83	91,079	0.83
Parking Lot C	1	1972	44		12,600	187,849	14	154,859	0.85	159,505	0.85
Parking Lot D	1	1972	44		81,000	1,270,993	15	1,050,300	0.85	1,081,809	0.85
Subtotal for Parking Lots					117,125	1,791,810	15	1,473,342	0.85	1,517,543	0.84
Asset Type: Site Development											
Site Asset	S-1	1900	116	-	1	2,462,545	2,390,820	2,405,616	1.01	2,477,785	1.01
3325 Chanate Rd (Old Hospital) Site	03325S	1900	116	-	1	0	0	0	0.00	0	0.00
Chanate Hall - Mental Health Site	02020S	1900	116	-	1	282,844	274,606	322,106	1.17	331,769	1.17
Hospital Family Practice A/B/C Site	02210S	1900	116	-	1	0	0	0	0.00	0	0.00
Hospital Family Practice D/E Site	02215S	1900	116	-	1	582,320	565,359	706,699	1.25	727,900	1.25
Morgue Site	02110S	1900	116	-	1	859,126	834,103	1,036,091	1.24	1,067,174	1.24
Norton Center - Annex (Modular) Site	02243S	1900	116	-	1	268,450	260,631	325,789	1.25	335,562	1.25
Norton Center - Mental Health (Oakcrest) Site	02240S	1900	116	-	1	184,657	179,278	224,098	1.25	230,821	1.25
Public Health Main/Administration Site	02010S	1900	116	-	1	339,020	329,145	360,928	1.10	371,756	1.10
Wellness Center	02130S	1900	116	-	1	0	0	0	0.00	0	0.00
Subtotal for Site Development					10	4,978,961	483,394	5,381,326	1.11	5,542,766	1.18
Campus Name: 2000 - Chanate Complex - Site						6,770,771		6,854,668	1.04	7,060,309	1.05

Facilities Asset List — Veterans

Veterans Buildings

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
Cloverdale Veterans Memorial	1	1961	55	Recreation	10,234	8,564,124	812	4,034,762	0.49	5,630,473	0.66
Cotati Veterans Memorial	11301	1961	55	Assembly (Auditorium, Theater)	5,420	3,563,036	638	2,181,205	0.63	2,804,772	0.79
Guerneville Veterans Memorial	11011	1957	59	Multipurpose Use	9,296	6,545,214	684	2,301,430	0.36	3,302,196	0.50
Occidental Veterans Memorial	11031	1974	42	Assembly (Auditorium, Theater)	9,296	4,930,820	515	1,674,797	0.35	3,684,550	0.75
Petaluma Veterans Memorial	11311	1959	57	Assembly (Auditorium, Theater)	23,800	16,697,528	681	12,343,940	0.76	14,651,096	0.88
Santa Rosa Veterans Memorial	11101	1950	66	Assembly (Auditorium, Theater)	45,650	36,356,377	773	19,391,921	0.55	26,867,835	0.74
Sebastopol Veterans Memorial	11201	1958	58	Assembly (Auditorium, Theater)	17,800	10,308,218	562	4,132,887	0.41	7,291,287	0.71
Sonoma Veterans Memorial	11321	1952	64	Assembly (Auditorium, Theater)	16,200	13,099,228	785	6,369,634	0.50	8,390,993	0.64
Subtotal for Building					**137,696**	**100,064,545**	**706**	**52,430,576**	**0.54**	**72,623,200**	**0.71**
Campus Name: 1100 - Veterans						**100,064,545**		**52,430,576**	**0.54**	**72,623,200**	**0.71**

Veterans Site

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Campus Name: 1100 - Veterans - Site											
Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Site Development											
Cloverdale Veterans Memorial Site	1S	1900	116	-	1	0	0	0	0.00	0	0.00
Cotati Veterans Memorial Site	11301S	1900	116	-	1	244,470	237,349	278,960	1.18	287,329	1.18
Guerneville Veterans Memorial Site	11011S	1900	116	-	1	186,719	181,280	153,152	0.84	157,746	0.84
Occidental Veterans Memorial Site	11031S	1900	116	-	1	192,448	186,842	122,742	0.66	126,425	0.66
Petaluma Veterans Memorial Site	11311S	1900	116	-	1	807,171	783,661	123,431	0.16	127,134	0.16
Santa Rosa Veterans Memorial Site	11101S	1900	116	-	1	3,004,556	2,917,045	3,295,302	1.13	3,394,161	1.13
Sebastopol Veterans Memorial Site	11201S	1900	116	-	1	469,360	455,689	208,842	0.46	215,107	0.46
Sonoma Veterans Memorial Site	11321S	1900	116	-	1	699,168	678,804	0	0.00	0	0.00
Subtotal for Site Development					**8**	**5,603,892**	**680,084**	**4,182,429**	**0.77**	**4,307,902**	**0.74**
Campus Name: 1100 - Veterans - Site						**5,603,892**		**4,182,429**	**0.77**	**4,307,902**	**0.74**

Facilities Asset List — Other

Other Buildings

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Asset Type: Building											
Guerneville Library	05056	1980	36	Assembly (Auditorium, Theater)	3,000	2,306,435	746	457,577	0.20	684,021	0.30
Orenda Center	05112	1961	55	Housing - Dormitory	13,440	11,098,898	802	4,088,251	0.38	6,500,122	0.59
Petaluma City Hall Annex	05202	1971	45	Office	8,000	6,426,200	780	2,870,712	0.46	4,810,827	0.75
Sheriff Sonoma Substation	05312	2006	10	Fire/Police Station	5,208	3,595,631	670	338,249	0.10	994,613	0.28
Youth Camp Main Building Probation Camp	05024	1972	44	Housing - Dormitory	4,277	3,419,796	776	1,754,267	0.53	2,914,952	0.85
Youth Camp Shop	05025	1974	42	Classroom / Training	4,300	1,936,467	437	580,024	0.31	1,083,333	0.56
Subtotal for Building					**38,225**	**28,783,427**	**731**	**10,089,080**	**0.36**	**16,987,869**	**0.55**
Campus Name: 5000 - Other						**28,783,427**		**10,089,080**	**0.36**	**16,987,869**	**0.55**

Other Sites

Asset	Number	Year Built	Age	Use	Size	Replacement Value	Cost/Unit	FCI Cost	FCI	RI Cost	RI
Campus Name: 5000 - Other - Site											
Asset Type: Site Development											
Guerneville Library Site	05056S	1900	116	-	1	127,216	123,511	0	0.00	0	0.00
Orenda Center Site	05112S	1900	116	-	1	495,993	481,547	467,300	0.97	481,319	0.97
Petaluma City Hall Annex Site	05202S	1900	116	-	1	0	0	0	0.00	0	0.00
Sheriff Sonoma Substation Site	05312S	1900	116	-	1	0	0	0	0.00	0	0.00
Youth Camp Main Building Probation Camp Site	05024S	1900	116	-	1	338,830	328,961	246,159	0.75	253,544	0.75
Youth Camp Shop Site	05025S	1900	116	-	1	334,467	324,725	405,907	1.25	418,084	1.25
Subtotal for Site Development					**6**	**1,296,506**	**209,791**	**1,119,366**	**0.89**	**1,152,947**	**0.99**
Campus Name: 5000 - Other - Site						**1,296,506**		**1,119,366**	**0.89**	**1,152,947**	**0.99**
Region Name: County of Sonoma						**1,912,713,149**		**505,074,443**	**0.27**	**863,163,912**	**0.66**
Summary						**1,912,713,149**		**505,074,443**	**0.27**	**863,163,912**	**0.66**

DEVELOPMENT SERVICES
REGIONAL PARKS

Sonoma County Regional Parks

Overview

Department Mission

Regional Parks' mission is to create healthy communities and contribute to the economic vitality of Sonoma County by acquiring, developing, managing and maintaining parks and trails county-wide. Regional Parks preserves irreplaceable natural and cultural resources, and offers opportunities for recreation and education to enhance the quality of life and well-being of residents and visitors to Sonoma County.

Facility Objectives

The Sonoma County Regional Parks Department is charged under the Sonoma County General Plan to include proposed acquisition or development of lands for parks and trails in its five-year capital improvement plan. This Plan includes proposals to acquire, plan, and develop park properties for parks and trails. Regional Parks currently operates and maintains 55 park and trail facilities consisting of over 11,000 acres.

The Five-Year Capital Project Plan includes the goals and projects identified in the County General Plan and other county planning documents. This Plan also recognizes the goals of the County's Area and Specific Plans, the Local Coastal Plan, and the Bicycle and Pedestrian Plan. This plan recommends projects included in the Open Space District's Long-Range Acquisition Plan, Connecting Communities with the Land. Regional and State plans such as the Bay Area Conservation Lands Network and the California Outdoor Recreation Plan inform the strategic importance and community need for projects. Regional and State plans and legislation also guide projects such as the California Coastal Trail, San Francisco Bay Trail, and the Bay Area Ridge Trail.

The capital improvement projects included in this five-year plan are designed to meet the increased demand for outdoor recreation facilities from both residents and visitors to Sonoma County. It is estimated that park and trail facilities operated by Regional Parks serve the recreation needs of more than 6 million visits a year.

Process

The Sonoma County Regional Parks Department secures property and develops master plans for park facilities that address recreation, preservation, and conservation of natural and historic resources. The Department is responsible as the "lead agency" under the California Environmental Quality Act for environmental compliance of park and recreation improvement projects.

Scheduling of Projects

The Regional Parks Department uses a set of project ranking criteria to assist the Parks Director in drafting priorities and establishing expectations for new park and trail development. The Director recommends projects for the Five Year Capital Project Plan for Board of Supervisors approval. The Board also approves the Capital Projects Budget, which is informed by the first year of the Capital Project Plan. This project ranking was updated to reflect the Sustainability Management approach recommended in the 2010 Regional Parks Management Review Services Assessment. The goal of this approach is to achieve greater financial sustainability for the Department to support the growth and sustainability of outdoor recreation facilities in Sonoma County. The criteria are:

1. Strategic importance
2. Community need & benefit / estimated Public Use

3. Meeting deadlines imposed by grant funding agency
4. Potential for value added opportunities to recover operating costs
5. Readiness of project
6. Legal requirements
7. Health and safety requirements
8. Availability of funds
9. Assessment of grant funds for recreation that can be leveraged with local funds
10. Long term operations and maintenance requirements

Financial Strategy

The Five-Year Capital Improvement Plan for FY 2017-18 to FY 2021-22 identifies 122 projects for acquiring, planning, and developing new park and trail facilities as well as renovating existing facilities. Because Regional Parks receives little to no general fund revenue towards capital improvements, Regional Parks has developed a robust financial strategy to acquire and develop a broad portfolio of new park facilities identified in the county General Plan and other policy documents.

Regional Parks' financial strategy for capital projects begins with the only dedicated funding source for park capital projects: Park Mitigation Fees collected from new residential development in the unincorporated county. Regional Parks maximizes the value of those fees in two ways. The fees are used as seed money to develop project descriptions and cost estimates in order to jump start successful funding proposals for individual projects. Additionally, Regional Parks leverages those fees as a local match towards competitive federal, state, local, and private grants at a substantial ratio. For example, in FY 2017-18, Regional Parks is proposing to leverage Park Mitigation Fees towards other funding sources at a ratio of 13 to 1.

Second, Regional Parks pursues a diverse grant portfolio to provide financial stability and diversity in types of projects. This Five-Year Capital Improvement Plan includes secured funding from 53 separate funding sources, frequently with multiple projects from the same funder. Competitive grant programs often serve specific needs, such as river access, habitat restoration, bikeways, recreational trails, underserved populations, and boating facilities. Therefore, by pursuing a diversity of funding sources, Regional Parks can better adjust to variations in the economy while better meeting the needs of the community.

Third, consistent with the 2010 Regional Parks Management Review Services Assessment, Regional Parks has continued to expand and develop partnerships in all areas of the department, including in capital projects. This includes working with other governments, agencies, organizations, and individuals to realize both project funding, in-kind donations, and joint development responsibilities. This approach expands the Department's capacity to provide new park development services to the community, including resource management and property stewardship improvements. When these park improvement projects are achieved with Regional Parks' partnership, they improve assets but are not necessarily visible in the Five-Year Capital Improvement Plan.

Fourth, because the diverse and specialized grant sources can significantly vary from year to year, it is essential that the Capital Improvement Plan contains flexibility that allows priorities to be adjusted to take advantage of emerging funding

opportunities and modified funding requests.

Park Funding Climate

The economic recession impacted local, state, and federal revenue sources traditionally used by Regional Parks for acquisition, planning, and development. However, after a significant decline, local revenue from Park Mitigation Fees, sales-tax generated Measure M (Sonoma County Transportation Authority) and Measure F (Sonoma County Agricultural Preservation and Open Space District) has stabilized and is gradually increasing to pre-recession levels. In addition, after several years of reduced state bond-funded grants, the Proposition 1 Water Bond was approved by voters in November 2014 and other major new bonds are being considered by state legislators that could result in significant funding for park capital projects. Potential bonds being evaluated include a second Water Bond and a Parks Bond.

This Five-Year Capital Improvement Plan estimates secured and pending funding of $13,278,657 for 2017-18 to 2021-22, and an additional need for $67,408,291.

Operations and Maintenance Costs of New Parks & Trails

Funding for ongoing operations and maintenance associated with new parks, trails and visitor amenities has been funded by the Sonoma County Transient Occupancy Tax and user fees, memberships, and other revenues. Additionally, the Agricultural Preservation and Open Space District has contributed funding for new parklands transferred to Regional Parks for the first 3 years of operations and maintenance. The operations and maintenance expenses associated with park acquisition and development are included in the department's FY 2017-18 budget submittal. This current fiscal year, ransient Occupancy Tax provides $2.65 million of funding, and Regional Parks is working with the County Administrator's Office to determine future sources of funding for operations and maintenance that could include additional ransient Occupancy Tax, fees, donations or other sources. Regional Parks will be returning to the Board for approval on a project by project basis to present and request funding for operations and maintenance costs associated with new parks, trails and visitor amenities.

Overview of Funding Sources

Federal Funding

Community Development Block Grant

The Sonoma County Community Development Commission manages the Housing and Urban Development's Block Grant funding. Regional Parks annually requests funding for the highest priority access compliance improvement projects based on the County's Self Evaluation and Transition Plan. Annual grant funding awarded to Regional Parks is from $30,000 to $100,000.

Coastal Impact Assistance Program

The Energy Policy Act of 2005 authorized the disbursement of Outer Continental Shelf revenues (oil drilling) to impacted states and coastal counties. This program is managed by U.S. Fish and Wildlife Service. Sonoma County's current share was allocated to Bodega Bay Trail – Coastal Prairie Trail.

North American Wetlands Conservation Act

The U.S. Fish & Wildlife Service provides matching grants to organizations and individuals who have developed partnerships to carry out wetland conservation projects in the

United States, Canada, and Mexico. The grant program requires a dollar for dollar match. The North American Wetlands Conservation Act is a possible source for future creek and lake restoration funding.

Recreational Trails Program

The Recreation Trails Program provides funds for recreational trails and trails-related projects. The Recreation Trails Program is Federal Highway Administration funding administered for competitive grants at the state level by State Parks and Caltrans. Several trail projects that could potentially be funded by the Recreation Trails Program have been identified in this document. Most recently, $1.7 million was awarded to build 8 miles of trail at Taylor Mountain.

Land and Water Conservation Fund

The Land and Water Conservation Fund program annually funds the acquisition and development of outdoor recreation areas and facilities. The Land and Water Conservation Fund is National Parks Service funding administered for competitive grants at the state level by State Parks. In recent years, approximately $2 million has been available state-wide for local agencies. Additional funding is available for state agencies. Regional Parks secured state-apportioned funding for our Bodega Bay Trail Project where it crosses State Parks land.

State Bond Funding

In the past, allocations and competitive grants from Bond Measure funding offered opportunities to secure funding for park or trail acquisition and development. These included the 2000 Parks Bond (Prop 12), the 2000 Clean Water Bond (Prop 13), the 2002 Resources Bond (Prop 40), the 2002 Clean Water Bond (Prop 50), the 2006 Safe Drinking Water Bond (Prop 84), and the 2006 Housing Bond Act (Prop 1C).

Most of this funding has been allocated, for programs including River Parkways, Statewide Park Development, and Housing-Related Parks Program, but funding availability notices are being issued for the remaining Prop 84 - funded grants.

The 2014 Water Bond is now available for grant funding from state agencies including the State Coastal Conservancy, Fish & Wildlife, and Natural Resources. Regional Parks is closely monitoring and applying for competitive grant funding when it is available and aligns with projects included in this plan. A possible second Water Bond may be proposed to voters in 2017.

Although a park bond was being pursued by members of the legislature, the Governor does not currently support it. Efforts are anticipated once the Governor has been replaced following the next election. This Capital Project Plan will position Regional Parks to apply for grant funding when bond funding is available.

Other State Funding

State Parks

The Habitat Conservation Fund annually awards $2 million statewide for protecting, restoring, and enhancing wildlife habitat and fisheries, vital to maintain California's quality of life. This includes funding for acquiring habitat and restoring or enhancing wetlands and riparian habitat. This funding program is available through FY 2019-2020.

The State Parks Division of Boating and Waterways funds both motorized and non-motorized Boat Launching Facilities through the Harbors and Watercraft Revolving Fund. Regional

Parks' projects along the Russian River and in Bodega Harbor have benefited from these grants. Funding for additional coastal and river boating access will be sought.

Transportation Funding

With the passage of Measure M (Traffic Relief Act for Sonoma County) by voters in November 2004, a ¼ cent sales tax funds transportation needs throughout the County through 2024. Of this funding, 4% is for bicycle and pedestrian projects. Three Regional Parks Class 1 bikeway projects are being funded by Sonoma County Transportation Authority. Regional Parks' projects include the Central Sonoma Valley Trail, Sonoma-Schellville Trail, and the Bodega Bay Bicycle and Pedestrian Trail. Funding allocations for these three projects are included in the Five-Year Capital Improvement Plan. An extension of this funding may be proposed to voters in 2018.

The Metropolitan Transportation Commission manages grant funding programs including Transportation Development Act, Lifeline, Transportation for Livable Communities, One Bay Area, and Congestion Mitigation and Air Quality. Caltrans manages grant funding programs including Active Transportation Program, Community-Based Transportation Planning and Safe Routes to School. Regional Parks will seek grant funding for bikeway projects.

Local Funding

As described in the Financial Strategy section, the Park Mitigation Fee Trust fund is essential to the success of applying for competitive grants at the state and federal level as a source of local matching funds. This is the fee paid by developers of new residential housing units in the unincorporated areas of the County. The recession reduced the number of new housing units constructed in the unincorporated areas of Sonoma County in prior years. However, housing development is now experiencing moderate growth. Projections for park mitigation fee revenue reflect a recent growth in housing development and fees were increased for the current fiscal year. A nexus study process is underway to determine the appropriate fees for parks, roads, and potentially other county services.

Sonoma County Agricultural Preservation & Open Space District

With the reauthorization of the ¼ cent sales tax by voters in November 2006, the District secured funding for the acquisition, preservation and protection of land within the County through 2031. The District continues to be an invaluable partner creating new and expanded Regional Parks and Open Space Preserves.

A number of Regional Parks' projects have been supported by the District's annual Matching Grant Program. In addition, Regional Parks partners with other agencies to complete priority acquisition and development projects.

Regional Parks is working with the District to accept transfer of recreation properties including Carrington Ranch, and we anticipate Calabazas Creek Preserve, Poff Ranch Preserve, and others. Regional Parks will be requesting funding for initial public access, operation and management. The District is also contracts with Regional Parks for park planning and development services and maintenance.

Sonoma County Water Agency

Regional Parks is working with the Sonoma County Water Agency to develop bikeways along channels under their jurisdiction, such as Santa

Rosa Creek, Colgan Creek, Copeland Creek, Bellevue Creek, and the Laguna de Santa Rosa. We are pursuing joint grant funding opportunities for those projects, along with projects at Riverfront Regional Park, and Spring Lake Park. This Capital Improvement Plan proposes ten additional projects from the Sonoma County Bicycle and Pedestrian Plan/General Plan that are on Agency-managed creek channels.

Sonoma County Regional Parks Foundation

Regional Parks works closely with the Parks Foundation for securing donations and for expanding specific project fundraising efforts for specific capital projects. Current priority campaigns for the Foundation are fundraising to match a $50,000 challenge grant for renovation and improvements at Helen Putnam Regional Park and helping secure a $1.7 million federal grant for 8 miles of new trails at Taylor Mountain by raising $80,000 in local matching funds.

Regional Parks Capital Improvement Plan

Five-Year Plan for 2017-18 to 2021-22

The five year Plan totals $80.6 million, of which $36.1 million is needed for regional trails, $11.8 million for river and coastal access parks, $16.4 for community and regional parks, $12 million for regional open space parks & preserves, $4.3 for marina improvements in Bodega Bay.

Over $13.3 million of the Five-Year Capital Plan is currently funded, including $5.4 million in pending grant applications and agreements. The Five-Year Capital Plan considers an assortment of new grant opportunities as new funding programs are released. Regional Parks pursues a diverse grant portfolio to provide financial stability and diversity in types of projects. This Five-Year Capital Improvement Plan includes secured funding from 53 separate funding sources, frequently with multiple projects from the same funder. Regional Parks' financial strategy for capital projects begins with the only dedicated funding source for park capital projects, Park Mitigation Fees collected from new residential development in the unincorporated county. Regional Parks maximizes the value of those fees in two ways. The fees are used as seed money to develop project descriptions and cost estimates in order to jump start successful funding proposals for individual projects. Additionally, Regional Parks leverages those fees as a local match towards competitive federal, state, local, and private grants at 13 to 1 ratio.

The economic recession impacted local, state, and federal revenue sources traditionally used by Regional Parks for acquisition, planning, and development. However, after a significant decline, local revenue from Park Mitigation Fees, sales-tax generated Measure M (Sonoma County Transportation Authority) and Measure F (Sonoma County Agricultural Preservation and Open Space District) has stabilized and is gradually increasing to pre-recession levels. In addition, after several years of reduced state bond-funded grants, the Proposition 1 Water Bond was approved by voters in November 2014 and other major new bonds are being considered by state legislators that could result in significant funding for park capital projects. Potential bonds being evaluated include a second Water Bond and a Parks Bond.

Funding for ongoing operations and maintenance associated with new parks, trails and visitor amenities has been funded by the Sonoma County Transient Occupancy Tax, park user fees,

leases, and other revenue sources. Additionally, the Agricultural Preservation and Open Space District has contributed funding for new parklands transferred to Regional Parks for the first 3 years of operations and maintenance. The operations and maintenance expenses associated with park acquisition and development are included in the department's FY 2017-18 budget submittal. This current fiscal year, the Transient Occupancy Tax provides $2.65 million of funding, and Regional Parks is working with the County Administrator's Office to determine future sources of funding for operations and maintenance that could include additional Transient Occupancy Tax fees, donations or other sources. Regional Parks will be returning to the Board for approval on a project by project basis to present and request funding for operations and maintenance costs associated with new parks, trails and visitor amenities.

Andy's Unity Park

Function Area: ***Request: RP14040***

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

Create a new neighborhood park at the long identified site at Moorland and West Robles Avenues in Southwest Santa Rosa. A master plan was adopted in March 2016 and the construction bid awarded in March 2017. The plan proposes a variety of recreation and gathering spaces including a field for informal play and events, a community gathering plaza space, play area for kids, picnic areas, off leash dog area, community garden, parking, skate plaza, restroom, an area to provide habitat and educational opportunities, and an area designed to memorialize the life of Andy Lopez. Construction started in May 2017. Regional Parks is pursuing additional grants, donations, partnerships, and volunteer and in-kind services to complete the project.

Project Cost by Phase	
Acquisition:	84
Design/PM:	791
Construction:	3,571
Furniture/Reloc:	0
Other:	0
Project Total:	4,447

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	100
Other:	0
OM Total:	100

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund - Community and Local Law Enforcement	1,717	0	0	0	0	0	0	0	0	1,717
General Fund Contingencies	0	699	0	0	0	0	0	0	0	699
General Fund Departmental Salary Savings	0	150	0	0	0	0	0	0	0	150
Housing and Community Development	483	0	0	0	0	0	0	0	0	483
Open Space District	84	1,000	0	0	0	0	0	0	0	1,084
Park Access Fund	0	112	0	0	0	0	0	0	0	112
Reinvestment and Revitalization funds	0	700	0	0	0	0	0	0	0	700
Unfunded	0	0	453	0	0	0	0	453	0	453
TOTALS:	***2,284***	***2,661***	***453***	***0***	***0***	***0***	***0***	***453***	***0***	***5,398***

All Values are presented in Thousands (1 x 1000)

Bay Area Ridge Trail - Acquisition and Planning

Function Area: **Request: RP16080**

DS

Department/Division:

Regional Parks / 5 - South County

Project Description

The project is to acquire and develop Sonoma County's portions of the continuous 550 mile Bay Area Ridge Trail. This project is identified in the Sonoma County General Plan and Sonoma County's Integrated Parks Plan.

This project includes sections of the Ridge Trail not already identified in other Regional Park and State Park capital projects. This includes assessing trail alignments from the Marin County line into Petaluma, and from Petaluma to North Sonoma Mountain, and will evaluate Regional Parks and Sonoma County Agricultural Preservation & Open Space District lands. Active discussions with landowners and partners are in progress.

Regional Parks is also collaborating with the Bay Area Ridge Trail Council on a gap analysis grant for acquisition and construction planning of future trail segments, which may lead to future grant funding.

Project Cost by Phase	
Acquisition:	25
Design/PM:	20
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	45

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:

Revenue/Refund:

Service Impact:

Planning for future project

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	0	10	5	5	0	0	0	10	0	20
Unfunded	0	0	25	0	0	0	0	25	0	25
TOTALS:	**0**	**10**	**30**	**5**	**0**	**0**	**0**	**35**	**0**	**45**

All Values are presented in Thousands (1 x 1000)

Bay Trail - Petaluma

Function Area:

DS

Request: RP07050

Department/Division:

Regional Parks / 5 - South County

Project Description

Trail acquisition, planning, and construction for approximately 2 miles of Class 1 trail. Only a portion of the Bay Trail has been constructed in Sonoma County. Of the 29 total miles of Bay Trail proposed for Sonoma County, 13.6 miles have been completed or are under construction.

Once completed, this trail would complete part of the San Francisco Bay Trail, which envisions a 500 mile shoreline trail for hiking and bicycling around the bay.

The Association of Bay Area Governments awarded $100,000 (funding split between the two Bay Trail projects) to Regional Parks to prepare an engineering study for the Sears Point Trail Connection. This 0.8-mile trail gap is the next high priority Bay Trail project and will connect Sonoma Land Trust's Sears Point Wetland Restoration Project 2.4 mile trail with the 8.1 mile Tolay Creek Trail in the San Pablo Bay National Wildlife Refuge. The engineering study would be completed in June 2017.

This is project number 206F in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. A future project is the Petaluma Marsh Trail, identified as project number 200 in the Bikeways Plan.

Project Cost by Phase	
Acquisition:	200
Design/PM:	200
Construction:	1,626
Furniture/Reloc:	0
Other:	0
Project Total:	2,026

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	24
Other:	0
OM Total:	24

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Association of Bay Area Governments	0	50	0	0	0	0	0	0	0	50
Park Mitigation Fees-5	81	68	25	15	15	15	15	85	0	234
Unfunded	0	0	0	250	250	250	250	1,000	742	1,742
TOTALS:	**81**	**118**	**25**	**265**	**265**	**265**	**265**	**1,085**	**742**	**2,026**

All Values are presented in Thousands (1 x 1000)

Bay Trail - Sonoma

Function Area: **Request: RP07063**

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Project Description

Trail acquisition, planning, and construction for approximately 7.3 miles of Class 1 trail. Only a portion of the Bay Trail has been constructed in Sonoma County. Of the 29 total miles of Bay Trail proposed for Sonoma County, 13.6 miles have been completed or are under construction. Once completed, this trail would complete part of the San Francisco Bay Trail, which envisions a 500 mile shoreline trail for hiking and bicycling around the bay. This project will create a safe non-motorized transportation and recreation route parallel to Highway 37, from Napa/Solano County west to Sears Point along with connections across Skaggs Island north to Highway 12 and the planned Sonoma Schellville Trail.

The Association of Bay Area Governments awarded $100,000 (funding split between the two Bay Trail projects) to Regional Parks to prepare an engineering study for the Sears Point Trail Connection. The engineering study would be completed in June 2017.

This is project number 206F and a high priority in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. This half of the Bay Trail also includes project numbers 206A, 206B, 206C, and 206E.

Project Cost by Phase	
Acquisition:	160
Design/PM:	268
Construction:	840
Furniture/Reloc:	0
Other:	0
Project Total:	1,268

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	55
Other:	0
OM Total:	55

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Association of Bay Area Governments	0	50	0	0	0	0	0	0	0	50
Park Mitigation Fees-6	98	68	10	15	5	5	0	35	0	201
Unfunded	0	0	31	125	490	371	0	1,017	0	1,017
TOTALS:	**98**	**118**	**41**	**140**	**495**	**376**	**0**	**1,052**	**0**	**1,268**

All Values are presented in Thousands (1 x 1000)

Bellevue Creek Trail

Function Area:

DS

Request: RP16053

Department/Division:

Regional Parks / 5 - South County

Project Description

Acquisition and development of a 4.74-mile trail from Stony Point to Petaluma Hill Road The trail will be located along the Water Agency's Bellevue-Wilfred channel, crossing Open Space District property, the Sonoma Marin Area Rail Transit corridor, and Highway 101. This project will create a safe non-motorized transportation and recreation route and trailheads, connecting Rohnert Park and Cotati to the regional trails.

Phase 1 will construct approximately 2 trail miles from the Laguna Bikeway to the railway corridor trail, estimated cost of $1,300,000. Phase 2 will construct approximately 2.5 trail miles, from Roberts Lake to Petaluma Hill Road, estimated as $1,000,000. Phase 3, from the railway corridor trail to Roberts Lake Road including a bridge crossing Highway 101 is approximately 0.24 miles. This phase is estimated to cost over $1,000,000 and may need a feasibility study to determine most appropriate crossing approach.

This is project number 195 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. This project is also identified in the City of Rohnert Park General Plan. Park Mitigation Fees would provide initial funding for planning work and leverage grant funding. Additional funding will be needed in future years.

Project Cost by Phase	
Acquisition:	0
Design/PM:	379
Construction:	1,896
Furniture/Reloc:	0
Other:	0
Project Total:	2,275

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	75
Other:	0
OM Total:	75

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	0	10	15	15	15	0	0	45	0	55
Unfunded	0	0	0	350	870	500	500	2,220	0	2,220
TOTALS:	**0**	**10**	**15**	**365**	**885**	**500**	**500**	**2,265**	**0**	**2,275**

All Values are presented in Thousands (1 x 1000)

Bodega Bay Bike & Pedestrian Trail - Coastal Harbor

Function Area: **Request: RP09010**

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

The 1 mile Coastal Harbor Trail phase of the Bodega Bay Trail, as recommended in the 2005 Bodega Bay Bicycle and Pedestrian Trails Study, connects to the Coastal North Harbor Trail, starts at Eastshore Road, and continues over county tidelands as an elevated boardwalk until it connects to Smith Brothers Road. The project provides a safe north-south route for walking and cycling residents and visitors to use along a popular stretch of Highway 1. The trail will be separated from the road and provide non-motorized access to local businesses such as Lucas Wharf and Tides Wharf, as well as State and County Parks.

This project is identified as number 197G and a high priority in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. This trail would complete part of the California Coastal Trail.

Project Cost by Phase	
Acquisition:	174
Design/PM:	400
Construction:	2,000
Furniture/Reloc:	0
Other:	0
Project Total:	2,574

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	25
Other:	0
OM Total:	25

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Measure M	0	0	0	0	0	50	0	50	0	50
Park Mitigation Fees-1	143	3	2	5	10	15	10	42	0	188
State Coastal Conservancy	75	0	0	0	0	0	0	0	0	75
Unfunded	0	0	0	0	110	2,151	0	2,261	0	2,261
TOTALS:	**218**	**3**	**2**	**5**	**120**	**2,216**	**10**	**2,353**	**0**	**2,574**

All Values are presented in Thousands (1 x 1000)

Bodega Bay Bike & Pedestrian Trail - Coastal North Harbor

Function Area: **Request: RP09004**

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

The 0.32 mile Coastal North Harbor Trail section of the Bodega Bay Trail, as recommended in the 2005 Bodega Bay Bicycle and Pedestrian Trails Study, connects to the completed Coastal Prairie Trail. The trail section starts at the Bodega Bay Community Center, continues through Sonoma Coast State Park and its Bodega Dunes Campground, ending at Eastshore Road near the Porto Bodega Marina and RV Park. The trail will be located on uplands and cross seasonal wetlands, requiring boardwalks to protect habitat.

The California State Coastal Conservancy awarded $100,000 in 2016 to fund the project environmental review, design and engineering, plans and specifications, and regulatory permits. The trail project will become eligible for construction funding after the successful completion of these tasks.

This project is identified as number 197F and a high priority in the adopted 2010 County Bikeway Plan, which also designates Regional Park s as responsible for establishing and maintaining Class 1 bikeways. The trail will provide pedestrians and bicyclists traveling through Bodega a safe alternative to Highway 1. This trail would complete part of the planned 1,200-mile California Coastal Trail.

Project Cost by Phase	
Acquisition:	0
Design/PM:	315
Construction:	1,510
Furniture/Reloc:	0
Other:	0
Project Total:	1,825

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	7
Other:	0
OM Total:	7

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	10	0	0	0	0	0	0	0	0	10
Measure M	0	0	0	300	0	0	0	300	0	300
Park Mitigation Fees-1	13	12	10	10	15	0	0	35	0	60
State Coastal Conservancy	100	0	0	0	0	0	0	0	0	100
Unfunded	0	0	250	1,090	5	5	5	1,355	0	1,355
TOTALS:	**123**	**12**	**260**	**1,400**	**20**	**5**	**5**	**1,690**	**0**	**1,825**

All Values are presented in Thousands (1 x 1000)

Bodega Bay Bike & Pedestrian Trail - Coastal Prairie

Function Area:

DS

Request: RP08001

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

Phase 1, segments 1B and 1C, has constructed the northern 1.1 mile of Class 1 trail from Keefe Avenue south to the Nicholas Green Memorial Bell Tower. Segment 1C connects the Bell Tower to the Bodega Dunes State Park entry road and was constructed in 2014. This segment was funded by the Coastal Impact Assistance Program, Measure M, and Park Mitigation Fees. Segment 1B connects the Bodega Dunes State Park entry road with Keefe Avenue near Salmon Creek. Construction of this segment was completed in 2016. This segment was funded by a Land and Water Conservation Fund grant, Metropolitan Transportation Commission Transportation Development Act Article 3 funding, Measure M, and Park Mitigation Fees. Required wetland enhancement mitigation and monitoring will continue through 2021.

This project is identified as 197F and a high priority in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. This project would complete part of the California Coastal Trail.

Project Cost by Phase	
Acquisition:	0
Design/PM:	396
Construction:	1,107
Furniture/Reloc:	0
Other:	0
Project Total:	1,503

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	29
Other:	-3
OM Total:	26

Personnel:	0
Revenue/Refund:	3

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Coastal Impact Assistance Program	143	0	0	0	0	0	0	0	0	143
Land & Water Conservation Fund	360	0	0	0	0	0	0	0	0	360
Measure M	350	0	0	0	0	0	0	0	0	350
Metropolitan Transportation Commission	260	0	0	0	0	0	0	0	0	260
Park Mitigation Fees-1	340	5	20	10	5	5	5	45	0	390
TOTALS:	**1,453**	**5**	**20**	**10**	**5**	**5**	**5**	**45**	**0**	**1,503**

All Values are presented in Thousands (1 x 1000)

Bodega Bay Bike & Pedestrian Trail - Smith Brothers Road

Function Area:

DS

Request: RP15050

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

Construct a 0.65 mile of Class 1 trail along the entire length of Smith Brothers Road to the Bird Walk Coastal Access Trail. This trail would connect to the planned Bodega Bay Trail – Coastal Harbor Trail segment to the north. The trail alignment can be located within the public road right of way and on State Coastal Conservancy-owned parcels along the west side of Smith Brothers Road. Initial funding has been secured for project design and environmental review. Fundraising continues to secure construction funding. Once completed, the trail will be located away from Highway 1 and provide bicyclists and pedestrians safe passage to Doran Beach Regional Park, Bodega Harbor Yacht Club, the Post Office, and local businesses.

This project is identified as number 197C and as high priority in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. This trail would complete part of the California Coastal Trail.

Project Cost by Phase	
Acquisition:	0
Design/PM:	185
Construction:	300
Furniture/Reloc:	0
Other:	0
Project Total:	485

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	7
Other:	0
OM Total:	7

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	0	0	25	0	0	0	0	25	0	25
Major Maintenance	0	5	0	0	0	5	0	5	0	10
Measure M	0	0	0	50	100	0	0	150	0	150
Park Mitigation Fees-1	8	2	0	0	0	0	0	0	0	10
Unfunded	0	0	0	35	255	0	0	290	0	290
TOTALS:	**8**	**7**	**25**	**85**	**355**	**5**	**0**	**470**	**0**	**485**

All Values are presented in Thousands (1 x 1000)

Bodega Bay Dredging

Function Area:

DS

Request: RP07066

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

Project includes planning, permitting, and implementing marina and Bodega Harbor channel dredging. Project is necessary to support the commercial fishing industry and benefits recreational boaters.

Regional Parks coordinates the project for the marinas and public and private boat launch facilities, with the United States Army Corps of Engineers coordinating efforts for the federal channel, in order to consolidate costs related to regulatory permit and environmental compliance conditions, and construction related costs including mobilization, dredging, and disposal. A recommended $747,000 in federal funding for fiscal year 2017 would go toward completing environmental coordination and plans and specifications. A total of $4 million in federal funding has been recommended to complete this dredging project.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,024
Construction:	3,253
Furniture/Reloc:	0
Other:	0
Project Total:	4,277

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	

Service Impact:

No Change

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Pending	0	0	747	3,253	0	0	0	4,000	0	4,000
Tidelands	277	0	0	0	0	0	0	0	0	277
TOTALS:	**277**	**0**	**747**	**3,253**	**0**	**0**	**0**	**4,000**	**0**	**4,277**

All Values are presented in Thousands (1 x 1000)

Calabazas Creek Preserve

Function Area:

DS

Request: RP15080

Department/Division:

Regional Parks / 6 - Sonoma Valley

Project Description

Project includes acquisition and developing initial public access of the 1,290-acre Calabazas Creek Ranch located in the Mayacamas Mountains on the east side of Sonoma Valley, acquired in 2004 by the Sonoma County Agricultural Preservation & Open Space District. The resource management plan was adopted in 2017, which, when implemented, will address natural resource measures and inform public access planning. The preserve protects critical headwaters to Sonoma Creek and will provide miles of diverse trail experience in a near wilderness setting. Future trail connections anticipate connecting the preserve with Sugarloaf Ridge State Park to the north and the Sonoma Valley Bike Trail along the Highway 12 corridor. Regional Parks is collaborating with Sonoma County Agricultural Preservation & Open Space District on project funding options and the property transfer in fiscal year 17-18.

Project Cost by Phase	
Acquisition:	20
Design/PM:	250
Construction:	1,238
Furniture/Reloc:	0
Other:	0
Project Total:	1,508

Operation and Maintenance Cost	
Utilities:	5
Maintenance:	56
Other:	-20
OM Total:	41

Personnel:	0
Revenue/Refund:	20

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-6	3	7	5	0	0	0	0	5	0	15
Unfunded	0	15	110	500	250	0	0	860	618	1,493
TOTALS:	**3**	**22**	**115**	**500**	**250**	**0**	**0**	**865**	**618**	**1,508**

All Values are presented in Thousands (1 x 1000)

California Coastal Trail

Function Area:

DS

Request: RP15058

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

The project is to acquire and develop Sonoma County's portion of the continuous 1,200 mile California Coastal Trail. This project is identified in the Sonoma County General Plan, Local Coastal Plan, Sonoma County Agricultural Preservation & Open Space District's long range acquisition plan Connecting Communities and the Land. The California Coastal Trail is designated at the state and federal level as Millennium Legacy Trail, and in 2001 state legislation called for its completion.

This project includes sections of the California Coastal Trail not already identified in other Regional Park and State Park capital projects. The overall project cost is not fully known at this time due to varying property access parameters and environmental constraints, but is estimated to cost at least $1 million to complete.

Project Cost by Phase	
Acquisition:	400
Design/PM:	150
Construction:	450
Furniture/Reloc:	0
Other:	0
Project Total:	1,000

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:	
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility. Amount to be determined.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-1	3	2	5	5	5	5	5	25	0	30
Unfunded	0	0	0	160	165	170	150	645	325	970
TOTALS:	**3**	**2**	**5**	**165**	**170**	**175**	**155**	**670**	**325**	**1,000**

All Values are presented in Thousands (1 x 1000)

Carrington Ranch Preserve

Function Area:

DS

Request: RP13001

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

Project includes acquisition and developing initial public access of the 335-acre Carrington Ranch located immediately north of Bodega Bay on Highway 1, acquired in 2003 by the Sonoma County Agricultural Preservation & Open Space District. The project will implement the Carrington Ranch Immediate Public Use Plan completed in 2011 that contains hiking trails, boardwalks, including a section of the California Coastal Trail, interpretive features, picnic facilities, gravel parking lot, rangeland management infrastructure, and cultural and ecological resource protection. Regional Parks is collaborating with Sonoma County Agricultural Preservation & Open Space District on project funding options and planning property transfer in 2017.

Long term development options for additional facilities not in the Immediate Public Use Plan will be considered in a future master plan, once the Plan has been implemented and adaptive management recommendations can be considered.

Project Cost by Phase	
Acquisition:	15
Design/PM:	225
Construction:	625
Furniture/Reloc:	0
Other:	0
Project Total:	865

Operation and Maintenance Cost	
Utilities:	6
Maintenance:	70
Other:	-25
OM Total:	51

Personnel:	0
Revenue/Refund:	25

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-1	3	5	5	2	0	0	0	7	0	15
Unfunded	0	0	100	700	50	0	0	850	0	850
TOTALS:	**3**	**5**	**105**	**702**	**50**	**0**	**0**	**857**	**0**	**865**

All Values are presented in Thousands (1 x 1000)

Central Sonoma Valley Trail

Function Area: **Request: RP07059**

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Project Description

The goal of this project is to create a safe route for pedestrians and bicyclists parallel to Highway 12, between Verano Avenue and Agua Caliente Road. This multi-phased project anticipates completing 2.76 trail miles. The first trail segment was completed in Larson Park in 2011. The remaining bikeways portions to be completed in 2016 will also be managed by Regional Parks.

The Sonoma Charter School-Vailetti Property Trail segment is being constructed as a part of a private mixed-use development. This 0.31 mile segment is between Vailetti Drive and Depot Road. The Flowery School Trail segment is 0.11 miles and will be constructed between Depot Road and Larson Park. The Verano Avenue Trail segment is 0.31 miles long and starts at Main Street and continues west on the north side of Verano Avenue to Sonoma Creek. The proposed improvements include a paved path separated from the vehicle traffic on Verano Avenue.

This project is identified as high priority and listed as number 90 in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	6
Design/PM:	150
Construction:	723
Furniture/Reloc:	0
Other:	0
Project Total:	879

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	9
Other:	0
OM Total:	9

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Measure M	63	100	0	0	0	0	0	0	0	163
Metropolitan Transportation Commission	50	500	0	0	0	0	0	0	0	550
Park Mitigation Fees-6	115	0	0	0	0	0	0	0	0	115
State Parks	51	0	0	0	0	0	0	0	0	51
TOTALS:	**279**	**600**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**879**

All Values are presented in Thousands (1 x 1000)

Cloverdale River Park Phase 4

Function Area: **Request: RP15022**

DS

Department/Division:

Regional Parks / 2 - North County

Project Description

Phase 4 includes the construction of a new permanent restroom, group picnic facilities, and other park amenities to better serve park visitors. Potential grant funding opportunities, such as the Division of Boating & Waterways, which support restrooms serving boat launch facilities, may be available in future grant cycles. Limited funding from Park Mitigation Fees is budgeted to pursue grant opportunities and provide project management. The Regional Parks Foundation is also providing funding through local donations for picnic sites, tree planting, and amenities.

Due to the high water table and lack of appropriate soils for on-site sewage disposal, permits for a septic system cannot be issued by Permit and Resource Management Department. City of Cloverdale utilities are no longer anticipated to be extended, therefore a pump out type of permanent restroom may need to be constructed.

Project Cost by Phase	
Acquisition:	0
Design/PM:	90
Construction:	166
Furniture/Reloc:	0
Other:	0
Project Total:	256

Operation and Maintenance Cost	
Utilities:	2
Maintenance:	14
Other:	0
OM Total:	16

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new structure

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund-Disabled Access	0	26	0	0	0	0	0	0	0	26
Park Mitigation Fees-2	0	30	25	25	0	0	0	50	0	80
Unfunded	0	0	75	75	0	0	0	150	0	150
TOTALS:	**0**	**56**	**100**	**100**	**0**	**0**	**0**	**200**	**0**	**256**

All Values are presented in Thousands (1 x 1000)

Coastal Trail Kashia Pomo

Function Area: **Request: RP16020**

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

Regional Parks acquired an approximate 1-mile long trail easement and staging area from the Kashia Band of Pomo Indians of Stewarts Point Rancheria in 2015 in partnership with the Sonoma County Agricultural Preservation & Open Space District, Coastal Conservancy, and the Trust for Public Land. The project includes the development of the California Coastal Trail across the spectacular Kashia Reserve, a former Richardson property, west of Highway 1. The project creates opportunities for dramatic views of Horseshoe Cove and creates a safe place for trail access along the rugged coastland rich with significant interpretive features. The trail also connects to a planned trailhead for a realigned Coastal Trail on Salt Point State Park to the south, as part of the 1,200 mile California Coastal Trail.

Project Cost by Phase	
Acquisition:	7
Design/PM:	276
Construction:	425
Furniture/Reloc:	0
Other:	0
Project Total:	708

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	15
Other:	5
OM Total:	20

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Open Space District	0	87	262	0	0	0	0	262	0	349
Park Mitigation Fees-1	7	5	5	0	0	0	0	5	0	17
State Coastal Conservancy	0	80	0	0	0	0	0	0	0	80
Unfunded	0	0	262	0	0	0	0	262	0	262
TOTALS:	**7**	**172**	**529**	**0**	**0**	**0**	**0**	**529**	**0**	**708**

All Values are presented in Thousands (1 x 1000)

Colgan Creek Bikeway Phase 2

Function Area: **Request: RP15042**

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

This project includes constructing new or improving existing portions of the Colgan Creek Trail. This trail would connect to the Sonoma Marin Area Rail Transit bikeway, Southwest Santa Rosa, Taylor Mountain Regional Park and Preserve, Laguna de Santa Rosa Trail, and residential neighborhoods near the Sonoma County Fairgrounds and Kawana Springs.

The first segment includes planning and constructing 0.24 miles of trail from the Santa Rosa city limits to Taylor Mountain. The second segment includes replacing and repairing pavement along the existing 1.2 mile trail located on the north side of the creek channel between Stony Point Road and Bellevue Avenue. This trail segment provides access to students attending Bellevue Elementary and Elsie Allen High School. The third segment includes the planning and construction of 1.8 trail miles from Todd Road to Llano Road and 3 trailheads along the Sonoma County Water Agency-owned channel.

Trail development will depend on securing grant funding. The project numbers for the new segments are 86 and 211 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	0
Design/PM:	267
Construction:	1,299
Furniture/Reloc:	0
Other:	0
Project Total:	1,566

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	8
Other:	0
OM Total:	8

Personnel:	0
Revenue/Refund:	

Service Impact:

No change for repaired area and increase for maintaining new facilities

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	0	0	20	0	0	20	0	20
Park Mitigation Fees-4	0	3	5	15	15	15	15	65	0	68
Unfunded	0	0	0	460	435	130	0	1,025	453	1,478
TOTALS:	**0**	**3**	**5**	**475**	**470**	**145**	**15**	**1,110**	**453**	**1,566**

All Values are presented in Thousands (1 x 1000)

Copeland Creek Trail

Function Area: **Request: RP11051**

DS

Department/Division:

Regional Parks / 5 - South County

Project Description

This project includes design and construction of a 2.6 mile Class 1 trail from Sonoma State University eastward to Crane Creek Regional Park. The project includes a mid-block signalized crossing of Petaluma Hill Road, trailhead/staging area, and switchbacks. This trail will provide a direct and safe connection for Rohnert Park, Cotati, and Sonoma State University residents to reach Crane Creek Regional Park. This project is associated with the separate Crane Creek Park Expansion project. Funding includes Sonoma County Agricultural Preservation & Open Space District Matching Grant to Rohnert Park, and Park Mitigation Fees. Additional funding will be sought to develop the trail.

Once completed, the trail will provide a connection to existing sections of Copeland Creek Trail in Rohnert Park from Sonoma State University extending westward 3.6 miles to the intersection of Hinebaugh Creek and Rohnert Park Expressway. This trail connects to the planned Laguna de Santa Rosa Bikeway. This trail also intersects the regional SMART Trail.

This is project number 191 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	0
Design/PM:	208
Construction:	1,075
Furniture/Reloc:	0
Other:	0
Project Total:	1,283

Operation and Maintenance Cost	
Utilities:	3
Maintenance:	31
Other:	-12
OM Total:	22

Personnel:	0
Revenue/Refund:	12

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Open Space District	0	55	285	0	0	0	0	285	0	340
Park Mitigation Fees-5	5	25	25	25	0	0	0	50	0	80
Unfunded	0	0	0	863	0	0	0	863	0	863
TOTALS:	**5**	**80**	**310**	**888**	**0**	**0**	**0**	**1,198**	**0**	**1,283**

All Values are presented in Thousands (1 x 1000)

Crane Creek Park Expansion

Function Area: **Request: RP13054**

DS

Department/Division:

Regional Parks / 5 - South County

Project Description

In partnership with the Sonoma County Agricultural Preservation and Open Space District, the City of Rohnert Park will acquire approximately 75 acre expansion to Crane Creek Regional Park. Negotiations are in process for the park addition that would advance the extension of the Copeland Creek Trail and ensure the protection of the headwaters of Hinebaugh Creek. Once the acquisition is complete, Regional Parks will amend the Crane Creek Master Plan. (See the related Copeland Creek Trail project.)

The proposed acquisition will support a sustainably designed extension of the Copeland Creek Trail and protection of the surrounding greenway from Sonoma State University east to the 128-acre regional park. The City will potentially bear the acquisition cost. Due to Williamson Act and other complications this acquisition is expected to close in either 2017 or 2018.

Currently, the proposed trail easement shares an alignment with a proposed water tank road before splitting off to the northeast. Hinebaugh Creek, with its potential habitat for the California red-legged frog and the Western pond turtle, originates on this property. Hinebaugh Creek is a tributary to the ecologically rich and biologically diverse Laguna de Santa Rosa.

Project Cost by Phase	
Acquisition:	1,685
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	1,685

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	10
Other:	-7
OM Total:	3

Personnel:	0
Revenue/Refund:	7

Service Impact:

O&M is captured under Copeland Creek Trail

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	28	7	25	0	0	0	0	25	0	60
Unfunded	0	0	1,625	0	0	0	0	1,625	0	1,625
TOTALS:	**28**	**7**	**1,650**	**0**	**0**	**0**	**0**	**1,650**	**0**	**1,685**

All Values are presented in Thousands (1 x 1000)

Del Rio Woods

Function Area:

DS

Request: RP15085

Department/Division:

Regional Parks / 2 - North County

Project Description

This facility has served as an important family and vacation visitor access point to the Russian River for decades, but the Del Rio Woods Recreation & Park District dissolved after over 70 years. Local association members and property owners approved transfer of the land to the County, for operation and maintenance by Regional Parks. The transfer was completed in 2016.

The scope of this project is to provide required disabled access improvements and a minor renovation of park facilities to support ongoing day-use. This project includes planning and construction of disabled access improvements and maintaining public access at this Russian River park near Healdsburg. The property can help support the development and implementation of the proposed Russian River Water Trail by filling an access gap above Healdsburg in the middle reach of the river. Funding for improvements is coming from the former Del Rio Woods Recreation and Park District.

Project Cost by Phase	
Acquisition:	5
Design/PM:	45
Construction:	180
Furniture/Reloc:	0
Other:	0
Project Total:	230

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	10
Other:	0
OM Total:	10

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Del Rio Woods Park District	0	20	210	0	0	0	0	210	0	230
TOTALS:	**0**	**20**	**210**	**0**	**0**	**0**	**0**	**210**	**0**	**230**

All Values are presented in Thousands (1 x 1000)

Doran Park - Boat Launch

Function Area:

DS

Request: RP10012

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

Doran Beach Boat Launch is currently in need of renovations to improve accessibility for persons with disabilities and to replace aging structures and supporting amenities. This project is the design, environmental compliance, regulatory permitting, and construction of new boat launch facilities, including accessibility improvements. The design, environmental compliance, and permitting are complete and were funded by a prior year Division of Boating and Waterways planning grant. Regional Parks received Division of Boating & Waterways grant funding for fiscal year 16-17 for construction, and has requested Allocated Tobacco funding to assist with barrier removals as identified in the Sonoma County Self Evaluation and Transition Plan. Eelgrass mitigation and monitoring is required, and monitoring will continue for five years after construction completion.

Project Cost by Phase	
Acquisition:	0
Design/PM:	315
Construction:	910
Furniture/Reloc:	0
Other:	0
Project Total:	1,225

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	-5
OM Total:	-5

Personnel:	
Revenue/Refund:	5

Service Impact:

No change.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Boating & Waterways	110	990	0	0	0	0	0	0	0	1,100
General Fund-Disabled Access	0	80	0	0	0	0	0	0	0	80
Major Maintenance	0	0	35	0	0	0	0	35	0	35
Park Mitigation Fees-1	5	0	5	0	0	0	0	5	0	10
TOTALS:	**115**	**1,070**	**40**	**0**	**0**	**0**	**0**	**40**	**0**	**1,225**

All Values are presented in Thousands (1 x 1000)

Doran Park - Disabled Access Improvements

Function Area: **Request: RP10013**

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

Disabled Access Improvements at Doran Park are based on the Sonoma County Self Evaluation & Transition Plan, a site specific accessibility survey prepared by a Certified Access Specialist, and feedback from disabled park users. The project involves barrier removal work and accessibility enhancements at several day use and camping areas, boat launching facilities, RV Sanitation Station, interpretive areas, and other amenities. The project is occurring in phases as funding from a variety of sources is secured. These funding sources include Community Development Commission Block Grants, County ADA Program funding, Park Mitigation Fees, and the Division of Boating and Waterways for improvements and barrier removal work at the boat launch and related support facilities.

Project Cost by Phase	
Acquisition:	0
Design/PM:	178
Construction:	712
Furniture/Reloc:	0
Other:	0
Project Total:	890

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	5
Other:	0
OM Total:	5

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new improvements.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Community Development Block Grant	65	0	0	0	0	0	0	0	0	65
General Fund-Disabled Access	326	0	150	0	0	0	0	150	0	476
Park Mitigation Fees-1	0	0	0	0	0	0	0	0	0	0
Unfunded	0	0	150	200	0	0	0	350	0	350
TOTALS:	**390**	**0**	**300**	**200**	**0**	**0**	**0**	**500**	**0**	**890**

All Values are presented in Thousands (1 x 1000)

Doran Park - Major Maintenance

Function Area:

DS

Request: RP14062

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

This project includes various improvements at Doran Beach Regional Park.

Cove Restroom and Shower Building: This replaces the prefabricated restroom that has exceeded its lifespan with a permanent masonry restroom and shower building. The Cove restroom and shower serves 81 campsites and day use visitors to the adjacent boardwalk and beach. Construction was completed in 2016.

Rip Rap Repair: Shoreline protection at Doran Park needs major maintenance due to several environmental factors. The boat launch and part of the road along the Jetty Campground have recently been repaired to replace rip rap lost as a result of storm damage and increased tidal surges. Additional areas still need rip rap repair in order to protect the access road to the Jetty Day Use area, and the shoreline behind the Fish Cleaning Station, Recreational Vehicle Sanitation Station, and park office and maintenance facilities.

Jetty Day Use Paving: This includes constructing drainage improvements and pavement rehabilitation at the Jetty Day Use area. This facility provides parking, a restroom and outdoor shower, beach access, picnicking, fishing, and interpretive information to the general public.

Project Cost by Phase	
Acquisition:	0
Design/PM:	190
Construction:	936
Furniture/Reloc:	0
Other:	0
Project Total:	1,126

Operation and Maintenance Cost	
Utilities:	1
Maintenance:	-7
Other:	0
OM Total:	-6

Personnel:	
Revenue/Refund:	

Service Impact:

Improvements reduce maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	375	0	0	0	0	0	0	0	0	375
Major Maintenance	200	0	20	0	0	0	0	20	0	220
Unfunded	0	0	531	0	0	0	0	531	0	531
TOTALS:	**575**	**0**	**551**	**0**	**0**	**0**	**0**	**551**	**0**	**1,126**

All Values are presented in Thousands (1 x 1000)

Doran Park - Shell Restroom

Function Area:

DS

Request: RP18005

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

A new restroom and shower building between the Gull and Shell campgrounds is needed to provide adequate, accessible sanitary facilities to serve increased use at the park. Currently these campsites are served by composting toilets that are not accessible to persons with mobility impairments. The location of this new restroom was included in the Doran Park Master Plan, and the coastal development permit for the extension of sanitary sewer services and water to serve the park included this facility. Sewer hook-up fees have been paid and connections to the existing system were part of the agreement with the Bodega Bay Community Services District. Regional Parks Foundation successfully secured donation funding for planning, design, and construction of this restroom and shower building. Construction is anticipated for late summer 2018.

Project Cost by Phase	
Acquisition:	0
Design/PM:	75
Construction:	160
Furniture/Reloc:	0
Other:	0
Project Total:	235

Operation and Maintenance Cost	
Utilities:	5
Maintenance:	15
Other:	-20
OM Total:	0

Personnel:	
Revenue/Refund:	20

Service Impact:

Increase for maintaining new facility offset by increased revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	0	85	85	0	0	0	0	85	0	170
Major Maintenance	0	15	25	25	0	0	0	50	0	65
TOTALS:	**0**	**100**	**110**	**25**	**0**	**0**	**0**	**135**	**0**	**235**

All Values are presented in Thousands (1 x 1000)

Doran Park - Visitor Center

Function Area:

DS

Request: RP17085

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

This project includes feasibility planning for a new visitor center at Doran Beach Regional Park. Planning, design, and permitting requirements will inform cost estimates for construction.

Project Cost by Phase	
Acquisition:	0
Design/PM:	300
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	300

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining new structure. Amount to be determined.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	0	0	10	0	0	0	0	10	0	10
Unfunded	0	0	0	15	50	100	125	290	0	290
TOTALS:	**0**	**0**	**10**	**15**	**50**	**100**	**125**	**300**	**0**	**300**

All Values are presented in Thousands (1 x 1000)

Dutch Bill Creek Bikeway

Function Area:

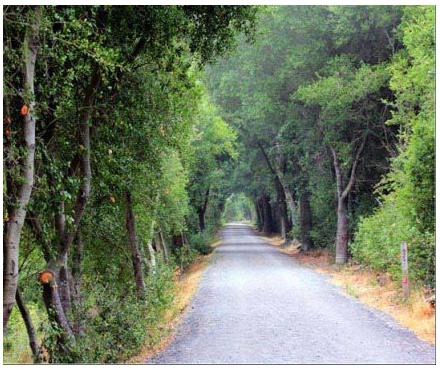
DS

Request: RP14027

Department/Division:

Regional Parks / 3 - Russian River

Project Description



Planning for a 5.5 mile trail from Occidental to Monte Rio along or parallel to the historic North Pacific Coast Railroad right-of-way. This project would create a safe and scenic trail within the redwood forest for residents and visitors to access the following communities and places of interests such as Occidental, Camp Meeker, Bohemia Ranch, Tyrone, Monte Rio, Monte Rio Creekside Park, vacation resorts, beaches, and the planned Russian River Trail.

The Dutch Bill Creek Trail was first listed as a project in the 1979 Sonoma County General Plan. The project was carried over into the 1989 Sonoma County General Plan and identified in subsequent documents such as the 1997 Sonoma County Bikeways Plan and identified as project 96 in the adopted 2010 Bicycle and Pedestrian Plan. The exact location of the trail is unknown, therefore, a feasibility study will determine the most feasible route for the trail.

Regional Parks will seek partner and grant funding for a feasibility study. The study will include public outreach, evaluating existing site conditions and roads, mapping, and land ownership to determine the best route. The feasibility study will help the County develop cost estimates for design, acquisition, and construction.

Project Cost by Phase	
Acquisition:	0
Design/PM:	155
Construction:	2,255
Furniture/Reloc:	0
Other:	0
Project Total:	2,410

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	0	10	5	15	20	20	0	60	0	70
Unfunded	0	0	0	0	155	185	0	340	2,000	2,340
TOTALS:	**0**	**10**	**5**	**15**	**175**	**205**	**0**	**400**	**2,000**	**2,410**

All Values are presented in Thousands (1 x 1000)

Environmental Discovery Center Redevelopment

Function Area: **Request: RP11046**

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

The existing Environmental Education Center houses the most highly attended environmental education program in the county in a facility that will require approximately $1,000,000 of repairs and renovation in the near future. The current building structure shows significant signs of deterioration in the windows and exterior. With grant and partner funding, this project will renovate an existing facility and build a 2,000 square foot addition. The construction will double the education space, allowing room for volunteer training and the transformation of programs reflecting California's changing demographics. The expanded space will allow for increased programming and accessibility. The work also includes pavement rehabilitation at the Shady Oaks Picnic and Environmental Discovery Center parking lot, and improving trail connections to Spring Lake Park and the swimming lagoon.

Project Cost by Phase	
Acquisition:	0
Design/PM:	650
Construction:	2,647
Furniture/Reloc:	0
Other:	0
Project Total:	3,297

Operation and Maintenance Cost	
Utilities:	5
Maintenance:	-10
Other:	-25
OM Total:	-30

Personnel:	0
Revenue/Refund:	25

Service Impact:

No increase in maintenance; additional programming and revenue offsets costs

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	0	0	10	0	0	10	0	10
Unfunded	0	0	25	25	100	3,137	0	3,287	0	3,287
TOTALS:	**0**	**0**	**25**	**25**	**110**	**3,137**	**0**	**3,297**	**0**	**3,297**

All Values are presented in Thousands (1 x 1000)

Ernie Smith Community Park

Function Area: **Request: RP13062**

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Project Description

This project involves implementing the remaining elements in the Ernie Smith Community Park master plan, updating and renovating existing facilities to better serve the neighborhood and improving the ecological health of the park. This project includes renovating the ball fields as well as purchasing and installing two pedestrian/bicycle bridges, concrete bridge abutments and footings, along with landscaping, picnic tables, trails, and park benches. The two bridges will placed over a seasonal drainage channel located near Nikki Drive and Park Tree Lane. Wetland enhancement, restoration, and interpretive signage will complement the improved circulation system. This project may be completed in phases as funding is available.

Project Cost by Phase	
Acquisition:	0
Design/PM:	164
Construction:	672
Furniture/Reloc:	0
Other:	0
Project Total:	836

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	13
Other:	0
OM Total:	13

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining improved facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
County Service Area 41	0	0	0	5	25	0	0	30	0	30
Park Mitigation Fees-6	0	0	0	0	15	0	0	15	0	15
Unfunded	0	0	0	0	0	291	500	791	0	791
TOTALS:	**0**	**0**	**0**	**5**	**40**	**291**	**500**	**836**	**0**	**836**

All Values are presented in Thousands (1 x 1000)

Estero Trail

Function Area: **Request: RP12002**

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

Planning of up to five miles of public pedestrian trail easement on the 495-acre Bordessa Ranch, located in Valley Ford between Highway 1 and the Estero de Americano. In 2012 the Sonoma County Agricultural Preservation & Open Space District purchased a conservation easement and a trail easement with additional funding from the State Coastal Conservancy. In 2015, the District provided additional funding for programmatic environmental review and to complete the survey and recording of the trail easement location.
Funding needs to be secured to develop trail access.

Project Cost by Phase	
Acquisition:	38
Design/PM:	132
Construction:	250
Furniture/Reloc:	0
Other:	0
Project Total:	420

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	20
Other:	0
OM Total:	20

Personnel:	0
Revenue/Refund:	

Service Impact:

Create plan for future trail

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Open Space District	17	53	0	0	0	0	0	0	0	70
State Coastal Conservancy	50	0	0	0	0	0	0	0	0	50
Unfunded	0	0	0	0	0	50	250	300	0	300
TOTALS:	**67**	**53**	**0**	**0**	**0**	**50**	**250**	**300**	**0**	**420**

All Values are presented in Thousands (1 x 1000)

Foothill Regional Park Phases 4 & 5

Function Area: **Request: RP09021**

DS

Department/Division:

Regional Parks / 2 - North County

Project Description

Phase 4 proposed for fiscal year 17-18 includes construction of a well, restroom, connections to utilities, and picnic area. Phase 5 proposed for fiscal year 18-19 includes Pond C renovation and construction of a fishing pier. Completion of these phases will conclude park development included in the adopted Master Plan.

Project Cost by Phase	
Acquisition:	0
Design/PM:	125
Construction:	625
Furniture/Reloc:	0
Other:	0
Project Total:	750

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	25
Other:	0
OM Total:	25

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new improvements

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund-Disabled Access	30	0	0	0	0	0	0	0	0	30
Park Mitigation Fees-2	25	15	0	25	50	0	0	75	0	115
Unfunded	0	0	0	0	0	470	0	470	0	470
Windsor	135	0	0	0	0	0	0	0	0	135
TOTALS:	**190**	**15**	**0**	**25**	**50**	**470**	**0**	**545**	**0**	**750**

All Values are presented in Thousands (1 x 1000)

Geyserville River Access

Function Area:

DS

Request: RP17023

Department/Division:

Regional Parks / 2 - North County

Project Description

Includes planning and acquisition work for a new park and Russian River access in the Geyserville area to provide safe access to the River and to meet the recreational needs of the community. There is no formal Russian River access between Cloverdale and Fitch Mountain. Existing heavy use patterns are impacting public and private riverside property and damaging natural resources.

Acquisition costs will be determined after a river access property is identified, an appraisal completed, and purchase negotiations are underway. Regional Parks will collaborate with conservation and recreation partners to pursue grant funding opportunities.

This project is part of the regional Russian River Water Trail, which envisions a coordinated system of river access sites along the 68 Russian River miles in Sonoma County.

Project Cost by Phase	
Acquisition:	100
Design/PM:	100
Construction:	415
Furniture/Reloc:	0
Other:	0
Project Total:	615

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	

Service Impact:

Study for future project

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Major Maintenance	0	5	0	0	0	0	0	0	0	5
Park Mitigation Fees-2	0	5	5	20	20	20	0	65	0	70
Unfunded	0	0	0	0	230	210	100	540	0	540
TOTALS:	**0**	**10**	**5**	**20**	**250**	**230**	**100**	**605**	**0**	**615**

All Values are presented in Thousands (1 x 1000)

Gossage Creek Bikeway

Function Area:

DS

Request: RP16056

Department/Division:

Regional Parks / 5 - South County

Project Description

Acquisition and development of a new 1.8 mile trail that would consist of 1.58 miles of Class 1 bike path and 0.25 miles of Class 3 bike route. The trail alignment would start at the intersection of Stony Point Road, follow a portion of the Sonoma County Water Agency's Gossage Creek flood control channel, continue on County roads (Gilmore Avenue and Derby Lane), and end at the intersection of Highway 116 and Stony Point Road. The trail would connect to the City of Rohnert Park's Hinebaugh Creek Trail and other planned trails in the vicinity including the Laguna de Santa Rosa Bikeway and the Bellevue Creek Trail.

The project is proposed as three phases, and would be developed as grant funding is secured. The first phase would start at the Lowell Avenue crossing of the creek and continue south to Highway 116 and Stony Point Road, approximately 0.8 miles. The second phase would include installation of a prefabricated bridge over the Laguna de Santa Rosa and trail connector to Rohnert Park Expressway. The third phase would construct the trail from Stony Point Road to Lowell Avenue, approximately 1 mile.

Project Cost by Phase	
Acquisition:	5
Design/PM:	584
Construction:	955
Furniture/Reloc:	0
Other:	0
Project Total:	1,544

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	30
Other:	0
OM Total:	30

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	1	5	5	10	0	0	0	15	0	21
Unfunded	0	0	0	481	475	204	363	1,523	0	1,523
TOTALS:	**1**	**5**	**5**	**491**	**475**	**204**	**363**	**1,538**	**0**	**1,544**

All Values are presented in Thousands (1 x 1000)

Graton - Disabled Access Improvements

Function Area:

DS

Request: RP14070

Department/Division:

Regional Parks / 3 - Russian River

Project Description

This project will remove existing barriers and provide accessibility improvements at a staging area and along existing sections of the West County Trail in the Graton area. Barrier removals include accessible parking at the Graton Road Trailhead, path of travel improvements, signs and related work. Construction is scheduled for the fall of 2017.

Project Cost by Phase	
Acquisition:	0
Design/PM:	35
Construction:	130
Furniture/Reloc:	0
Other:	0
Project Total:	165

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:

Revenue/Refund:

Service Impact:

No change.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund-Disabled Access	0	0	150	0	0	0	0	150	0	150
Park Mitigation Fees-3	14	1	0	0	0	0	0	0	0	15
TOTALS:	**14**	**1**	**150**	**0**	**0**	**0**	**0**	**150**	**0**	**165**

All Values are presented in Thousands (1 x 1000)

Gualala Point Park - Disabled Access Improvements

Function Area:

DS

Request: RP16030

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

Disabled Access Improvements at Gualala Point Park are based on the Sonoma County Self Evaluation & Transition Plan. The project consists of barrier removal work associated with accessible parking, path of travel, restrooms, picnic areas, benches, and drinking fountains that serve the Gualala Visitor Center, beach restroom, campground, and Salal Trailhead Day Use facilities. Accessible restrooms serving the Gualala Visitor Center have been completed, along with accessible parking, path of travel, and entry doors with funding from a Community Development Commission Block Grant and Park Mitigation Fees. The remaining work to the day-use areas and campground will occur in several phases as funding from a variety of sources is secured. These funding sources will include Community Development Commission Block Grants, County Disabled Access Program funds, and Park Mitigation Fees.

Project Cost by Phase	
Acquisition:	0
Design/PM:	80
Construction:	120
Furniture/Reloc:	0
Other:	0
Project Total:	200

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	1
Other:	0
OM Total:	1

Personnel:	0
Revenue/Refund:	

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	200	0	0	0	200	0	200
TOTALS:	**0**	**0**	**0**	**200**	**0**	**0**	**0**	**200**	**0**	**200**

All Values are presented in Thousands (1 x 1000)

Gualala Point Park Expansion

Function Area: **Request: RP15012**

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

This future project is to expand the park along the main and South Fork of the Gualala River. This project will support the Gualala River Waterway Trail for improved fishing access, non-motorized boat access, trail and camping opportunities, and resource protection of redwood groves and riparian woodland.

This project was first identified in county plans in 1955 and remains in the General Plan. Several attempts to acquire land have not succeeded, but Regional Parks continues to work with conservation partners. Funding is used for property analysis, negotiations, and match funding for grant funding opportunities.

Project Cost by Phase	
Acquisition:	19
Design/PM:	310
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	329

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	29
Other:	-5
OM Total:	24

Personnel:	0
Revenue/Refund:	5

Service Impact:

Increase for maintaining expanded facility; new use increases revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-1	7	3	2	5	7	10	10	34	0	44
Unfunded	0	0	0	0	0	285	0	285	0	285
TOTALS:	**7**	**3**	**2**	**5**	**7**	**295**	**10**	**319**	**0**	**329**

All Values are presented in Thousands (1 x 1000)

Guerneville River Park Phases 2 and 3

Function Area: **Request: RP10030**

DS

Department/Division:

Regional Parks / 3 - Russian River

Project Description

Phase 2 includes construction of an entry driveway on the east side of Highway 116, parking, boat turn around, boat launch ramp/portage, trails, picnic area, trash cans, and signage, and a trail connecting underneath the highway bridge to the first phase of park development. Additional property acquisition or construction of a retaining wall is needed for driveway access. California Boating & Waterways has awarded a grant for most of the construction funding. Acquisition and remaining development funding has been awarded from the Sonoma County Agricultural Preservation & Open Space District's Matching Grant program.

Phase 3 includes the development of approximately 24 additional parking spaces on the east side of the bridge consistent with the approved master plan. It also includes an amendment to the existing master plan to allow reserved camping in the park.

Project Cost by Phase	
Acquisition:	110
Design/PM:	220
Construction:	789
Furniture/Reloc:	0
Other:	0
Project Total:	1,119

Operation and Maintenance Cost	
Utilities:	3
Maintenance:	49
Other:	-43
OM Total:	9

Personnel:	0
Revenue/Refund:	43

Service Impact:

Increase for maintaining expanded facility; new use increases revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Boating & Waterways	323	327	0	0	0	0	0	0	0	650
Major Maintenance	0	0	15	0	0	0	0	15	0	15
Open Space District	368	0	0	0	0	0	0	0	0	368
Park Mitigation Fees-3	76	10	0	0	0	0	0	0	0	86
TOTALS:	**767**	**337**	**15**	**0**	**0**	**0**	**0**	**15**	**0**	**1,119**

All Values are presented in Thousands (1 x 1000)

Hanson Russian River Access and Trail

Function Area:

DS

Request: RP16063

Department/Division:

Regional Parks / 2 - North County

Project Description

The privately owned 358 acre Hanson property was formerly a gravel mining site and includes four ponds from previous gravel extraction. The property is situated along the middle reach of the Russian River. Regional Parks is exploring Russian River public access and related park development opportunities in partnership with Endangered Habitats Conservancy and multiple agencies, including National Oceanic and Atmospheric Administration, U.S. Geological Survey, California Department of Fish & Wildlife, the State Coastal Conservancy, and the County's Permit and Resource Management Department, and as well as with the Russian Riverkeeper.

The Coastal Conservancy funded a feasibility study for the Hanson property, which explored alternatives to reconnect the property to the Russian River. The study was completed in 2016.

Based on the study results, Endangered Habitats Conservancy is seeking funding for environmental review document for the entire restoration and public access project. These amenities could include a water trail on the river; a land based trail for pedestrians, bicyclists, and horses; camp sites; beach access; boat portage and boat trailer parking; and portable restroom facilities.

Project Cost by Phase	
Acquisition:	0
Design/PM:	225
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	225

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining new facility. Amount to be determined.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	0	225	0	0	225	0	225
TOTALS:	**0**	**0**	**0**	**0**	**225**	**0**	**0**	**225**	**0**	**225**

All Values are presented in Thousands (1 x 1000)

Healdsburg Veterans Memorial Beach Dam

Function Area:

DS

Request: RP11024

Department/Division:

Regional Parks / 2 - North County

Project Description

Regional Parks installs the Healdsburg Veterans Memorial Beach dam each summer to create recreational opportunities for the community. When installed, the dam forms the Healdsburg Pool from approximately mid-June to Labor Day weekend.

Originally constructed in 1955, the dam is showing significant wear. Repair work was completed to keep the seasonal dam functional for the next five to seven years. Regional Parks performed repairs to the dam in summer of 2014 to coincide with City of Healdsburg improvements to the Old Redwood Highway historic bridge and to take advantage of the low river flow when the dam will not be installed to accommodate the bridge construction.

A replacement structure consisting of a new concrete sill, renovations to the fish passage structure, and new end bracing to secure the flashboards will be installed at some point in the future.

Project Cost by Phase	
Acquisition:	0
Design/PM:	402
Construction:	2,025
Furniture/Reloc:	0
Other:	0
Project Total:	2,427

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
City of Healdsburg	33	0	0	0	0	0	0	0	0	33
Community Development Block Grant	46	0	0	0	0	0	0	0	0	46
General Fund	35	0	0	0	0	0	0	0	0	35
General Fund-Disabled Access	130	0	0	0	0	0	0	0	0	130
Park Mitigation Fees-2	21	0	0	0	0	0	0	0	0	21
Unfunded	0	0	0	0	2,162	0	0	2,162	0	2,162
TOTALS:	**265**	**0**	**0**	**0**	**2,162**	**0**	**0**	**2,162**	**0**	**2,427**

All Values are presented in Thousands (1 x 1000)

Healdsburg Veterans Memorial Beach Redevelopment

Function Area: **Request: RP16010**

DS

Department/Division:

Regional Parks / 2 - North County

Project Description

The summer use of the beach and seasonal installation of the dam was approved in 2002 and the community needs, river regulations, and management considerations have evolved. This project is to conduct a community-based planning process to consider new park facilities and programs based on the current and future needs of the community. Ideas for new park features, including recreational and infrastructure improvements will be balanced with natural resource values and conservation objectives to create an updated Master Plan establishing a beach area united with the upland area to provide complimentary uses.

The master plan update will explore expanded uses, amenities, and revenue generation opportunities and address anticipated new nearby population and other adjacent land use changes. This project will improve Russian River access, especially for paddle craft launching and take-out, provide a destination playground and other family-centered amenities, and address new regulatory river setback for septic system.

Project Cost by Phase	
Acquisition:	0
Design/PM:	250
Construction:	950
Furniture/Reloc:	0
Other:	0
Project Total:	1,200

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	10
Other:	0
OM Total:	10

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining improved facility; new use increases revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Advertising Fund	0	25	0	0	0	0	0	0	0	25
City of Healdsburg	0	25	0	0	0	0	0	0	0	25
Major Maintenance	0	0	0	25	0	0	0	25	0	25
Park Mitigation Fees-2	0	50	0	0	0	0	0	0	0	50
Restricted Donation	0	0	75	0	0	0	0	75	0	75
Unfunded	0	0	0	1,000	0	0	0	1,000	0	1,000
TOTALS:	**0**	**100**	**75**	**1,025**	**0**	**0**	**0**	**1,100**	**0**	**1,200**

All Values are presented in Thousands (1 x 1000)

Helen Putnam - Disabled Access Improvements

Function Area:

DS

Request: RP16034

Department/Division:

Regional Parks / 5 - South County

Project Description

Disabled Access Improvements at Helen Putnam are based on the Sonoma County Self Evaluation & Transition Plan and are intended to provide improved access to people of all abilities and meet the current legal standards. This project involves barrier removal work including accessible parking, path of travel, renovations to an existing restroom, accessible tables, benches, and installation of high-low drinking fountains. The project is occurring in phases as funding from a variety of sources is secured. The current phase will remove barriers at the main Chileno Valley Road park entrance and trailhead and is funded by County Disabled Access Program funds, and could include Community Development Commission Block Grant. Funding for future phases could include additional Community Development Commission Block Grants, and Park Mitigation Fees. Construction is planned for spring of 2018.

Project Cost by Phase	
Acquisition:	0
Design/PM:	35
Construction:	175
Furniture/Reloc:	0
Other:	0
Project Total:	210

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Community Development Block Grant	0	0	100	0	0	0	0	100	0	100
General Fund-Disabled Access	0	0	110	0	0	0	0	110	0	110
TOTALS:	**0**	**0**	**210**	**0**	**0**	**0**	**0**	**210**	**0**	**210**

All Values are presented in Thousands (1 x 1000)

Helen Putnam - Kelly Creek Trail

Function Area:

DS

Request: RP15068

Department/Division:

Regional Parks / 5 - South County

Project Description

This project proposes a trail connection within Helen Putnam Regional Park from an existing trail to the eastern park boundary. This trail would connect to a developer's proposed Kelly Creek Trail within Petaluma city limits. The development of additional parking and trailhead to provide access to Helen Putnam Regional Park would help to reduce parking pressures within surrounding neighborhoods and provide access to the scenic Kelly Creek corridor. Future residents of the proposed new subdivision on D Street will also be served by the new trail. The Environmental Impact Report for the subdivision development project is being evaluated by the City of Petaluma.

Limited funding is available for negotiating compensation for the proposed trail construction with the Developer and the City. Project timing is unclear.

Project Cost by Phase	
Acquisition:	0
Design/PM:	65
Construction:	215
Furniture/Reloc:	0
Other:	0
Project Total:	280

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	20
Other:	-5
OM Total:	15

Personnel:	
Revenue/Refund:	5

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	1	4	5	0	0	0	0	5	0	10
Unfunded	0	0	20	250	0	0	0	270	0	270
TOTALS:	**1**	**4**	**25**	**250**	**0**	**0**	**0**	**275**	**0**	**280**

All Values are presented in Thousands (1 x 1000)

Helen Putnam Renovation

Function Area: **Request: RP18015**

DS

Department/Division:

Regional Parks / 5 - South County

Project Description

The project is funded by an anonymous donor matching grant to the Regional Parks Foundation and limited one-time funds to celebrate Regional Parks 50th Anniversary. To date, the Foundation has raised an additional $30k towards the challenge grant. Helen Putnam Regional Park is an older park and is in need of infrastructure, resource management, visitor, and aesthetic improvements. The renovation includes improving trails for all-season use, trailhead staging area enhancements, pond restoration and fishing access, wildflower and oak regeneration management, and way finding and interpretive signage development.

Project Cost by Phase	
Acquisition:	0
Design/PM:	10
Construction:	90
Furniture/Reloc:	0
Other:	0
Project Total:	100

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-3
Other:	0
OM Total:	-3

Personnel:	
Revenue/Refund:	

Service Impact:

Improvements will reduce maintenance requirements.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Advertising Fund	0	30	0	0	0	0	0	0	0	30
Foundation	0	40	30	0	0	0	0	30	0	70
TOTALS:	**0**	**70**	**30**	**0**	**0**	**0**	**0**	**30**	**0**	**100**

All Values are presented in Thousands (1 x 1000)

Helen Putnam Expansion - Varnhagen Addition

Function Area:

DS

Request: RP04003

Department/Division:

Regional Parks / 5 - South County

Project Description

This project includes planning, environmental compliance, and development of a new trail and staging area to connect Windsor Drive to the park through a 40-acre expansion acquired in 2003. The expansion property was dedicated to Regional Parks as part of mitigation for impacts of a residential subdivision on West Haven Way. Golden State Land Conservancy monitors the property to ensure its protection as open space and California red-legged frog habitat.

On the Petaluma side, Helen Putnam Regional Park currently has trailhead access from Oxford Court. This new, nearby parking and trailhead should help to alleviate on street parking that has become a point of frustration for park neighbors. This mile-long trail will be designed to gradually climb the steep terrain to accommodate all trail user abilities, and includes views across oak studded rolling hills.

Project Cost by Phase	
Acquisition:	0
Design/PM:	27
Construction:	236
Furniture/Reloc:	0
Other:	0
Project Total:	263

Operation and Maintenance Cost	
Utilities:	2
Maintenance:	15
Other:	-3
OM Total:	14

Personnel:	
Revenue/Refund:	3

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Developer	63	0	0	0	0	0	0	0	0	63
Park Mitigation Fees-5	0	150	0	0	0	0	0	0	0	150
Unfunded	0	0	50	0	0	0	0	50	0	50
TOTALS:	**63**	**150**	**50**	**0**	**0**	**0**	**0**	**50**	**0**	**263**

All Values are presented in Thousands (1 x 1000)

Hood Mountain - Lawson

Function Area:

DS

Request: RP10035

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

This project includes completing the master plan and development of initial public access to a 247 acre expansion to Hood Mountain Regional Park and Open Space Preserve. The property was transferred from the Sonoma County Agricultural Preservation & Open Space District to the County in 2014. Remaining work includes environmental compliance, initial trail construction, cultural resource protection, cabin protection, minor amenities, and site stewardship activities.

The property's rugged backcountry provides an opportunity for new multi-use trails and greater connectivity to existing trails and also for the possibility of hike-in permit-only backcountry camping. Natural and cultural history learning opportunities are also abundant.

Initial Public Access and funding for the Master Plan is provided by the Sonoma County Agricultural Preservation & Open Space District. The Master Plan is anticipated to be adopted in 2017 with trail construction to follow shortly thereafter.

Project Cost by Phase	
Acquisition:	0
Design/PM:	380
Construction:	916
Furniture/Reloc:	0
Other:	0
Project Total:	1,296

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	42
Other:	-5
OM Total:	37

Personnel:	0
Revenue/Refund:	5

Service Impact:

Increase for maintaining expanded facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Open Space District	145	455	0	0	0	0	0	0	0	601
Unfunded	0	0	0	695	0	0	0	695	0	695
TOTALS:	**145**	**455**	**0**	**695**	**0**	**0**	**0**	**695**	**0**	**1,296**

All Values are presented in Thousands (1 x 1000)

Hood Mountain - Lower Johnson Ridge Trail

Function Area: **Request: RP09033**

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

Construction was completed in 2014 for one-third of a mile of the Lower Johnson Ridge Trail Project at Hood Mountain Regional Park & Open Space Preserve. The construction project realigned a section of trail sharing a vehicle access road within the park, onto the slopes of the canyon below.

Negotiations are underway for a second phase of this trail project. Additional acquisition and construction is needed to realign the trail section between the lower and upper trail and park property, approximately one-quarter of a mile. This section current shares the steep private property access and park maintenance road. Minimizing the steepness of the trail is an important component reducing future trail maintenance and making the trail accessible to a larger group of trail users.

The project will complete another portion of the Bay Area Ridge Trail, which envisions a 550 mile trail open for hikers, equestrians, and cyclists.

Project Cost by Phase	
Acquisition:	5
Design/PM:	19
Construction:	297
Furniture/Reloc:	0
Other:	0
Project Total:	321

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	7
Other:	0
OM Total:	7

Personnel:	
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	44	0	0	0	0	0	0	0	0	44
Recreational Trails Program	118	0	0	0	0	0	0	0	0	118
Unfunded	0	5	5	150	0	0	0	155	0	160
TOTALS:	**161**	**5**	**5**	**150**	**0**	**0**	**0**	**155**	**0**	**321**

All Values are presented in Thousands (1 x 1000)

Hood Mountain Expansion

Function Area: **Request: RP08038**

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

Project includes feasibility studies, acquisition, planning, and development of park expansion and trail linkages to Sugarloaf Ridge State Park, the Los Guilicos county facility, and other adjacent destinations. Active negotiations for fee title and easement acquisitions are underway in coordination with State Parks, Sonoma County Agricultural Preservation & Open Space District, the Sonoma Land Trust, the Bay Area Ridge Trail Council, and other partners.

The project goals includes improving the trekking connections to the Hood Mountain Regional Park and Preserve and the adjacent Sugarloaf Ridge State Park. This will provide additional recreational opportunities, including hiking and riding trails and new connections for the regional Bay Area Ridge Trail. This project will also protect natural and cultural resources adjacent to Santa Rosa and Sonoma Valley, including headwaters of Santa Rosa and Sonoma creeks, and habitat for threatened and endangered species. The area is within the Marin to Napa wildlife corridor, designated by the Bay Area Critical Linkages Project.

Project Cost by Phase	
Acquisition:	250
Design/PM:	215
Construction:	600
Furniture/Reloc:	0
Other:	0
Project Total:	1,065

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	24
Other:	0
OM Total:	24

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining expanded facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	0	0	5	0	0	0	0	5	0	5
Park Mitigation Fees-4	95	35	35	35	35	0	0	105	0	235
Unfunded	0	0	125	250	450	0	0	825	0	825
TOTALS:	**95**	**35**	**165**	**285**	**485**	**0**	**0**	**935**	**0**	**1,065**

All Values are presented in Thousands (1 x 1000)

Hood Mountain Graywood Trail

Function Area: **Request: RP18038**

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

The project includes planning, permitting, and developing a trail and trailhead on an existing easement on the former Graywood Ranch property. The trail will be constructed from Highway 12 through the property to the Ceanothus Preserve and connects with Hood Mountain Park & Preserve to the southeast of the below the Hood Mountain summit. The Board approved the Campagna Resort development several years ago and the project has changed hands. Regional Parks is working with the new owner to implement the project. In addition, the 65-acre Ceanothus Preserve will be transferred from the Agricultural Preservation & Open Space District to Regional Parks as part of the project.

Project Cost by Phase	
Acquisition:	15
Design/PM:	65
Construction:	180
Furniture/Reloc:	0
Other:	0
Project Total:	260

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	5
Other:	0
OM Total:	5

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining expanded facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	0	0	3	5	5	0	0	13	0	13
Unfunded	0	0	47	50	150	0	0	247	0	247
TOTALS:	**0**	**0**	**50**	**55**	**155**	**0**	**0**	**260**	**0**	**260**

All Values are presented in Thousands (1 x 1000)

Hood Mountain McCormick Addition

Function Area: **Request: RP18035**

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

Project includes the acquisition of approximately 244 acres to create a trekking circuit between Hood Mountain Regional Park and Sugarloaf Ridge State Park and to protect critical watershed and habitat. The acquisition connects existing public parks, offers 360 degree stunning vistas, and will potentially support a premier section of the Bay Area Ridge Trail.

Several grants are being applied for and a $250,000 Habitat Conservation Fund grant is possible this year.

Costs shown are to continue to lead grant-writing efforts, and to contribute to due diligence and closing costs. An appraisal is underway to determine the purchase price, and is anticipated to be several million.

Project Cost by Phase	
Acquisition:	330
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	330

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining expanded facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	0	0	5	5	0	0	0	10	0	10
Unfunded	0	250	20	50	0	0	0	70	0	320
TOTALS:	**0**	**250**	**25**	**55**	**0**	**0**	**0**	**80**	**0**	**330**

All Values are presented in Thousands (1 x 1000)

Hood Mountain Santa Rosa Creek Headwaters Addition

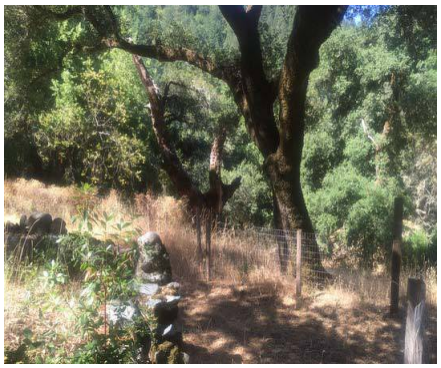
Function Area: **Request: RP18030**

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description



This project includes both planning and implementation of improvements as identified in the planning documents. Facilities would include trails, repurposing and augmenting the homestead structures, and new environmental camps. The property supports critical wildlife habitat and new facilities would be designed to minimize impacts. A master plan, resource management plan, and environmental document will be prepared for this 162-acre addition to Hood Mountain Regional Park and Open Space Preserve. Planning will include public outreach.

The Santa Rosa Creek Headwaters property was acquired through the leadership of Sonoma Land Trust and with private funding. Regional Parks will seek grant funding for planning and implementation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	180
Construction:	520
Furniture/Reloc:	0
Other:	0
Project Total:	700

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	35
Other:	0
OM Total:	35

Personnel:	
Revenue/Refund:	15

Service Impact:

Increase for maintaining expanded facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	0	0	5	5	5	5	0	20	0	20
Unfunded	0	0	15	15	150	500	0	680	0	680
TOTALS:	**0**	**0**	**20**	**20**	**155**	**505**	**0**	**700**	**0**	**700**

All Values are presented in Thousands (1 x 1000)

Hudeman Slough Boat Launch

Function Area: **Request: RP12060**

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Project Description

Site improvements are needed to Hudeman Slough Fishing Access to support ongoing public fishing, hunting, and boating launching activities, and improve disabled access. This facility provides access to surrounding sloughs and San Pablo Bay, is a portal to Skaggs Island, and identified in the San Francisco Bay Area Water Trail Plan as part of a network of boating access sites for single and multi-day trips. This project includes replacement of the current deteriorating boat launch ramp, rehabilitation of the paved parking areas, and a new concrete masonry restroom.

In addition, Regional Parks is exploring the feasibility of a camp host site and individual campsites to support the San Francisco Bay Water Trail, improve site security, and increase revenue. Funding for planning, design, and environmental compliance was received from the Wildlife Conservation Board; County Disabled Access Program and Community Development Commission Block Grant for barrier removal work; and additional funding from major maintenance and park mitigation fees. Several agencies are interested in funding the design, regulatory permitting, and construction and Regional Parks will apply for grants over the next two years.

Project Cost by Phase	
Acquisition:	0
Design/PM:	150
Construction:	450
Furniture/Reloc:	0
Other:	0
Project Total:	600

Operation and Maintenance Cost	
Utilities:	2
Maintenance:	30
Other:	-8
OM Total:	24

Personnel:	0
Revenue/Refund:	8

Service Impact:

Site improvements would decrease maintenance costs. Adding camping would increase maintenance but increase revenue.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Community Development Block Grant	0	50	0	0	0	0	0	0	0	50
General Fund-Disabled Access	68	11	0	0	0	0	0	0	0	80
Major Maintenance	20	0	0	0	0	0	0	0	0	20
Park Mitigation Fees-6	5	0	0	0	0	0	0	0	0	5
Unfunded	0	0	0	395	0	0	0	395	0	395
Wildlife Conservation Board	0	50	0	0	0	0	0	0	0	50
TOTALS:	**94**	**111**	**0**	**395**	**0**	**0**	**0**	**395**	**0**	**600**

All Values are presented in Thousands (1 x 1000)

Joe Rodota Trail - North Wright Road to Sebastopol Road

Function Area:

DS

Request: RP15062

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

Design and construct a midblock crosswalk at North Wright Road and a 0.18 mile Class 1 trail along the former railroad right of way between North Wright Road and Sebastopol Road on property owned by Sonoma County Regional Parks Department. This will provide a direct east-west route for trail users instead of using the sidewalk on North Wright Road and the road shoulder on Sebastopol Road.

There is a proposed gas station development directly south of the Joe Rodota Trail at 875 North Wright Road. There is an opportunity to work the property owner to acquire right of way that may be needed to construct the midblock crosswalk.

This project is identified as route number 73 in the Santa Rosa Bicycle and Pedestrian Master Plan 2010.

Project Cost by Phase	
Acquisition:	0
Design/PM:	74
Construction:	314
Furniture/Reloc:	0
Other:	0
Project Total:	388

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	3
Other:	0
OM Total:	3

Personnel:	
Revenue/Refund:	

Service Impact:

Increase for maintaining expanded facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	0	0	0	5	0	0	0	5	0	5
Unfunded	0	0	54	68	261	0	0	383	0	383
TOTALS:	**0**	**0**	**54**	**73**	**261**	**0**	**0**	**388**	**0**	**388**

All Values are presented in Thousands (1 x 1000)

Joe Rodota Trail Bridge Replacement Phase 2

Function Area: **Request: RP18040**

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

The 8.47 mile Joe Rodota Trail is a multi-use trail located along the former Petaluma & Santa Rosa Railroad, between the cities of Santa Rosa and Sebastopol. The Joe Rodota Trail carries significant pedestrian and bicycle use for both transportation and recreation.

The railroad between Sebastopol and Santa Rosa was constructed in 1904 and abandoned in 1983. The County acquired the corridor and three train trestles were retrofitted for trail use, with the Joe Rodota Trail opening in 1990. Since then, Regional Parks has managed the corridor, performing numerous bridge and retaining wall repairs due to various failures associated with the aging infrastructure. In October 2016, Sonoma Count Regional Parks replaced the decking and improved the abutments for Bridge #2. Bridges #1 and #3 have deteriorated and need replacement. This project includes design, engineering, permits and construction. This includes installing temporary bridges to accommodate the significant trail traffic, removing Bridges #1 and #3, and replacing them with two single span bridges with concrete abutments. The new abutments and concrete walls will retain soil to reduce erosion into the water channel.

Project Cost by Phase	
Acquisition:	0
Design/PM:	272
Construction:	598
Furniture/Reloc:	0
Other:	0
Project Total:	870

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-1
Other:	0
OM Total:	-1

Personnel:	
Revenue/Refund:	

Service Impact:

Improvements decrease maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	0	31	0	69	0	100	0	100
Pending	0	0	0	241	0	529	0	770	0	770
TOTALS:	**0**	**0**	**0**	**272**	**0**	**598**	**0**	**870**	**0**	**870**

All Values are presented in Thousands (1 x 1000)

Laguna de Santa Rosa Bikeway

Function Area:

DS

Request: RP16058

Department/Division:

Regional Parks / 5 - South County

Project Description

This project includes the acquisition and development of 0.54 mile Class I bike path from Stony Point Road to Hinebaugh Creek at the Rohnert Park city limits. This trail will provide a direct connection to the City of Rohnert Park's Hinebaugh Creek Trail and Copeland Creek Trail; and to the County's planned Bellevue Creek Trail and Gossage Creek Trail. This trail will provide access to a large residential area and commercial area.

This trail project is identified as project number 91A in the adopted 20101 County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

The Laguna de Santa Rosa Bikeway envisions connecting Rohnert Park, Sebastopol, and continuing north to the Russian River at Riverfront Regional Park. This bikeway skirts environmentally sensitive areas to provide access to birding, fishing, environmental education, and other points of interest. This project will also serve non-motorized commuters. A feasibility study is needed to determine the best route for the community while working with existing easements, Water Agency channels, and other public lands and rights-of-way. Regional Parks is seeking grant funding for this project.

Project Cost by Phase	
Acquisition:	160
Design/PM:	296
Construction:	819
Furniture/Reloc:	0
Other:	0
Project Total:	1,275

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	15
Other:	0
OM Total:	15

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	0	5	5	20	20	20	0	65	0	70
Park Mitigation Fees-5	0	0	0	5	0	0	0	5	0	5
Unfunded	0	0	0	0	0	200	0	200	1,000	1,200
TOTALS:	**0**	**5**	**5**	**25**	**20**	**220**	**0**	**270**	**1,000**	**1,275**

All Values are presented in Thousands (1 x 1000)

Laguna Trail Phase 1 - Kelly Farm

Function Area:

DS

Request: RP16006

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

In 2012, a 1.8 mile multi-use trail was constructed over the City of Santa Rosa's Kelly Farm and the City of Sebastopol's Laguna Wetland Preserve. The trail starts near Highway 12 and continues north to Occidental Road. The trail has become a popular destination.

However, the products used to construct, bind, and stabilize the multi-use trail failed to prevent the trail surface from cracking. The County filed a claim against the general contractor and product manufacturer. A settlement agreement was reached which included compensation to pay for the trail crack repairs. This was paid to the Open Space District and will be the funding source used by Regional Parks to repair the trail over five years.

Project Cost by Phase	
Acquisition:	0
Design/PM:	15
Construction:	285
Furniture/Reloc:	0
Other:	0
Project Total:	300

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	10
Other:	0
OM Total:	10

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Open Space District	60	60	60	60	60	0	0	180	0	300
TOTALS:	**60**	**60**	**60**	**60**	**60**	**0**	**0**	**180**	**0**	**300**

All Values are presented in Thousands (1 x 1000)

Laguna Trail Phase 2 - Brown Farm

Function Area:

DS

Request: RP10039

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

The City of Santa Rosa granted an irrevocable offer of dedication of a public trail easement on Brown Farm to the County. Regional Parks will accept the trail easement dedication and construct a trailhead, picnic area, overlook, a boardwalk/bridge, interpretive signs, and 3.2 miles of Laguna de Santa Rosa Trail. The project provides a 0.2 mile trail connection to the existing 1.8 mile Laguna de Santa Rosa Trail on Kelly Farm, an undercrossing of Highway 12 to the City of Sebastopol's Laguna Wetland Preserve, and the existing Joe Rodota Trail. Project is included in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. In addition, this project includes pedestrian trails and related facilities in the Laguna de Santa Rosa Trails Plan prepared by the Sonoma County Agricultural Preservation & Open Space District.

Project Cost by Phase	
Acquisition:	0
Design/PM:	230
Construction:	1,306
Furniture/Reloc:	0
Other:	0
Project Total:	1,536

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	55
Other:	0
OM Total:	55

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	5	8	0	0	0	0	0	0	0	13
Unfunded	0	0	0	37	50	0	0	87	1,436	1,523
TOTALS:	**5**	**8**	**0**	**37**	**50**	**0**	**0**	**87**	**1,436**	**1,536**

All Values are presented in Thousands (1 x 1000)

Laguna Trail Phase 3 - Balletto to Occidental Road

Function Area:

DS

Request: RP18020

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

Planning, acquisition, and construction of a 1.2 mile of Laguna de Santa Rosa Trail across the former Balletto property owned by the County, Occidental Road property owned by Sonoma County Agricultural Preservation & Open Space District, and crossing Occidental Road to Stone Farm. Project is included in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

The District acquired the 15.6 acre Occidental Road property in 2008 and plans to transfer to the County for the purposes of developing a trail and trailhead off of Occidental Road at the corner of the current informal pull-out. This will improve safety and create access for trail use, fishing, birding, environmental education and one of the best seasonal boating access. Other improvements include one boardwalk/bridge, non-motorized boat launch, and interpretive signs. The property is expected to be transferred to Regional Parks in fiscal year 18-19. Funding options with the District will be explored leading up to transfer.

Project Cost by Phase	
Acquisition:	0
Design/PM:	143
Construction:	530
Furniture/Reloc:	0
Other:	0
Project Total:	673

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	35
Other:	0
OM Total:	35

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	0	0	5	0	0	0	0	5	0	5
Park Mitigation Fees-4	0	0	0	5	0	0	0	5	0	5
Unfunded	0	0	0	0	133	530	0	663	0	663
TOTALS:	**0**	**0**	**5**	**5**	**133**	**530**	**0**	**673**	**0**	**673**

All Values are presented in Thousands (1 x 1000)

Laguna Trail Phase 4 - Stone Farm

Function Area:

DS

Request: RP19007

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

Planning, acquisition, and construction of a 1 mile Laguna de Santa Rosa Trail on Stone Farm, which includes two boardwalks/bridges and interpretive signs. The City of Santa Rosa granted an irrevocable offer of dedication of a public trail easement on Stone Farm to the County. Regional Parks plans to accept the trail easement dedication and construct the trail improvements. Project is included in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	0
Design/PM:	80
Construction:	420
Furniture/Reloc:	0
Other:	0
Project Total:	500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	9
Other:	0
OM Total:	9

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	0	0	0	0	0	500	500
TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**500**	**500**

All Values are presented in Thousands (1 x 1000)

Laguna Trail Phase 5 - Alpha Farm

Function Area: **Request: RP19005**

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

The City of Santa Rosa granted an irrevocable offer of dedication of a public trail easement on Alpha Farm to the County. Regional Parks will accept the trail easement and construct three boardwalks/bridges, an overlook, interpretive signs, and 3.7 miles of Laguna de Santa Rosa trail on Alpha Farm. The developed trail will connect with the proposed Roseland Creek Trail. Project is included in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	0
Design/PM:	296
Construction:	1,480
Furniture/Reloc:	0
Other:	0
Project Total:	1,776

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	35
Other:	0
OM Total:	35

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	0	296	480	500	1,276	500	1,776
TOTALS:	**0**	**0**	**0**	**0**	**296**	**480**	**500**	**1,276**	**500**	**1,776**

All Values are presented in Thousands (1 x 1000)

Larson Park - Disabled Access Improvements

Function Area:

DS

Request: RP16035

Department/Division:

Regional Parks / 6 - Sonoma Valley

Project Description

Disabled Access Improvements at Larson Park are based on the Sonoma County Self Evaluation & Transition Plan and are intended to provide improved access to people of all abilities and meet the current legal standards. The project is occurring in phases as funding is available. Funding in prior years was used to remove barriers between the parking lot and the trail and to construct improvements to the picnic area.

The next project consists of paths of travel connecting the little league field dugouts and bleacher area to the tennis courts, accessible parking, accessible portable restroom, and picnic sites. Construction will include raising the height of the dugout chain link roof and widening the access points, installing kick plates on the gates, providing accessible bleacher with companion seating area, and installing a new hi-lo drinking fountain

Project Cost by Phase	
Acquisition:	0
Design/PM:	15
Construction:	61
Furniture/Reloc:	0
Other:	0
Project Total:	76

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:

Revenue/Refund:

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
ADA	0	0	0	0	0	48	0	48	0	48
Community Development Block Grant	28	0	0	0	0	0	0	0	0	28
TOTALS:	**28**	**0**	**0**	**0**	**0**	**48**	**0**	**48**	**0**	**76**

All Values are presented in Thousands (1 x 1000)

Larson Park Improvements

Function Area: **Request: RP13061**

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Project Description

Several major maintenance and renovation projects are needed to respond to community needs and continue to improve the facilities at Larson Park. The tennis courts are cracked due to sub-surface conditions and are in need of complete renovation. The existing turf areas need to be reseeded and aerated to improve the condition for playability. A variety of improvements are needed for the ball field. The existing irrigation system is several decades old and maintenance and repair costs continue to rise. A permanent restroom is needed to better serve the public and replace the existing portable restrooms. Finally, improvements are needed to the storage and maintenance building.

Given the extent of major maintenance projects Regional Parks is working on updating the Master Plan for the park. The process has included two public workshops and provided an understanding of community priorities for upgrading the existing park facilities, and improving the overall safety and user experience, as opposed to making any significant changes to the types of uses. The next steps include finalizing the preferred Master Plan and cost estimate, and then moving forward with detailed construction plans.

Project Cost by Phase	
Acquisition:	0
Design/PM:	100
Construction:	565
Furniture/Reloc:	0
Other:	0
Project Total:	665

Operation and Maintenance Cost	
Utilities:	24
Maintenance:	14
Other:	0
OM Total:	38

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increased maintenance offset by new revenue OR Improvements will reduce maintenance requirements

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
County Service Area 41	30	80	25	0	0	0	0	25	0	135
Major Maintenance	0	0	0	10	0	0	0	10	0	10
Park Mitigation Fees-6	0	0	20	0	0	0	0	20	0	20
Unfunded	0	0	0	0	500	0	0	500	0	500
TOTALS:	**30**	**80**	**45**	**10**	**500**	**0**	**0**	**555**	**0**	**665**

All Values are presented in Thousands (1 x 1000)

Los Guilicos - Hood House

Function Area:

DS

Request: RP12071

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

This project includes assisting General Services with the restoration and re-use of the Hood House, associated historical landscaping, and related efforts at Los Guilicos. This significant historical landmark and potential destination would be complementary to public access at Hood Mountain Regional Park and Open Space Preserve. This project also includes time to coordinate efforts with General Services during the upcoming Los Guilicos campus master planning.

Project Cost by Phase	
Acquisition:	0
Design/PM:	64
Construction:	155
Furniture/Reloc:	0
Other:	0
Project Total:	219

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	40
Other:	0
OM Total:	40

Personnel:	
Revenue/Refund:	

Service Impact:

Increase for maintaining improved grounds.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	4	0	0	5	0	0	0	5	0	9
Unfunded	0	0	5	5	50	0	50	110	100	210
TOTALS:	**4**	**0**	**5**	**10**	**50**	**0**	**50**	**115**	**100**	**219**

All Values are presented in Thousands (1 x 1000)

Los Guilicos Upland Trails

Function Area:

DS

Request: RP16072

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

This project includes master planning the approximately 85 acres to the north of Eliza Way of the Los Guilicos county complex for public use. The area is adjacent to the historical Hood House and Hood Mountain Regional Park Equestrian Staging Area and features old growth Douglas fir and live oak groves, creeks, and mountains with views to the San Pablo Bay and beyond. Proposed facilities may include trails and picnic facilities to compliment uses at both Los Guilicos and the park. The master plan may be timed jointly or separately with the master planning with the developed portion of the county complex.

Project Cost by Phase	
Acquisition:	0
Design/PM:	80
Construction:	455
Furniture/Reloc:	0
Other:	0
Project Total:	535

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining new facility. Amount to be determined.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	0	0	5	0	0	0	0	5	0	5
Unfunded	0	0	30	100	400	0	0	530	0	530
TOTALS:	**0**	**0**	**35**	**100**	**400**	**0**	**0**	**535**	**0**	**535**

All Values are presented in Thousands (1 x 1000)

Maddux Park Phase 4

Function Area: **Request: RP17065**

DS

Department/Division:

Regional Parks / 7 - Larkfield Wikiup

Project Description

This project includes planning, design, and construction of the final phase of improvements in the adopted master plan for the park consisting of additional parking, restroom, picnic sites, walking paths, and related amenities. There is also the need to replace the irrigation system for the baseball fields, and make additional improvements to the community garden. This park is in the Larkfield-Wikiup Area 7 Park Mitigation Fee area, which has not experienced any significant development in over a decade, which makes funding for new park development from this source extremely limited. Funding sources for new park development will be pursued as grant sources become available.

Funding for replacement of the irrigation system for the ball fields and improvements to the community garden could be from donations and in-kind services from non-profits, such as Mark West Little League and Community Soil, and major maintenance funds.

Project Cost by Phase	
Acquisition:	0
Design/PM:	130
Construction:	485
Furniture/Reloc:	0
Other:	0
Project Total:	615

Operation and Maintenance Cost	
Utilities:	3
Maintenance:	26
Other:	0
OM Total:	29

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining expanded facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Major Maintenance	0	5	0	80	0	0	0	80	0	85
Park Mitigation Fees-7	0	0	0	5	0	0	0	5	0	5
Unfunded	0	0	0	10	515	0	0	525	0	525
TOTALS:	**0**	**5**	**0**	**95**	**515**	**0**	**0**	**610**	**0**	**615**

All Values are presented in Thousands (1 x 1000)

Mark West Creek Regional Park - Acquisition

Function Area: **Request: RP10041**

DS

Department/Division:

Regional Parks / 4 - Santa Rosa, 2 - North County

Project Description

This is a proposed 1,100-acre new regional park and preserve in the Mark West Creek watershed, offering miles of trails, vistas from 1,200 foot ridge tops, and diverse ecosystem including over three miles of creek. This acquisition creates a continuous 4,500-acre protected habitat and associated wildlife corridors (including Lang and Guttman conservation easements and Pepperwood Preserve) on the northern edge of the Santa Rosa urban area.

In partnership with the Sonoma County Agricultural Preservation & Open Space District, and also working with Sonoma Land Trust, fundraising is underway to acquire land that, added to the properties already acquired by the District for the public, will create a Regional Park and Open Space Preserve that will provide recreational and educational opportunities and protect scenic, natural, and agricultural resources. Three properties have already been acquired, and two are in process, with on final acquisition in the future. Regional Parks is in negotiations with the District for initial public access funding.

Project Cost by Phase	
Acquisition:	3,375
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	3,375

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	25
Other:	0
OM Total:	25

Personnel:	0
Revenue/Refund:	45

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	126	454	0	0	0	0	0	0	0	580
Open Space District	0	0	0	0	0	0	0	0	0	0
Park Mitigation Fees-4	16	0	0	0	0	0	0	0	0	16
State Parks	0	320	0	0	0	0	0	0	0	320
Unfunded	0	2,459	0	0	0	0	0	0	0	2,459
TOTALS:	**142**	**3,233**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**3,375**

All Values are presented in Thousands (1 x 1000)

Mark West Creek Regional Park Phase 1

Function Area: **Request: RP16042**

DS

Department/Division:

Regional Parks / 4 - Santa Rosa, 2 - North County

Project Description

This is proposed initial public access improvements for an 1,100-acre new regional park and preserve in the Mark West Creek watershed, offering miles of trails, vistas from 1,200 foot ridge tops, and diverse ecosystem including over three miles of creek. This new park and preserve creates a continuous 4,500-acre protected habitat and associated wildlife corridors (including Lang and Guttman conservation easements and Pepperwood Preserve) on the northern edge of the Santa Rosa urban area. This project includes design, environmental review, permitting, and construction of staging areas, trail connections, and re-routing unsustainable access ways in this new park and preserve.

Funding negotiations with Sonoma County Agricultural Preservation & Open Space District are in progress. The first phase of development is planned to begin in FY 17-18 following the transfer of properties from the District to the County. Development includes public access improvements and visitor-serving facilities.

Project Cost by Phase	
Acquisition:	0
Design/PM:	640
Construction:	1,400
Furniture/Reloc:	0
Other:	0
Project Total:	2,040

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	200
Other:	-45
OM Total:	155

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining new facility; new use creates revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	0	135	135	0	0	0	0	135	0	270
Unfunded	0	0	270	1,000	500	0	0	1,770	0	1,770
TOTALS:	**0**	**135**	**405**	**1,000**	**500**	**0**	**0**	**1,905**	**0**	**2,040**

All Values are presented in Thousands (1 x 1000)

Mark West Creek Trail

Function Area: **Request: RP12001**

DS

Department/Division:

Regional Parks / 7 - Larkfield Wikiup, 4 - Santa Rosa

Project Description

This project proposes development of a 1.3-mile trail along the Mark West Creek corridor from the proposed Sonoma Marin Area Rail Transit Trail to Old Redwood Highway. Highway 101 is a physical barrier for pedestrians and bicyclists and divides the Mark West area from the Larkfield-Wikiup area. The Mark West Creek Trail would cross under Highway 101 and connect the Mark West area to Larkfield-Wikiup.

The Mark West Creek Trail is located south of Windsor and north of Santa Rosa. The 8-foot-wide paved trail runs west-east and will link the planned north-south railway Trail and existing north-south Old Redwood Highway. The trail will provide connections to the airport industrial area, Mark West, Larkfield-Wikiup, Maddux Ranch Park, and Mark West Elementary School. Regional Parks is currently working with Caltrans on easement location and preliminary design.

This is project number 98 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	0
Design/PM:	300
Construction:	620
Furniture/Reloc:	0
Other:	0
Project Total:	920

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	15
Other:	0
OM Total:	15

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-7	0	10	5	5	0	0	0	10	0	20
Park Mitigation Fees-Sutter	185	0	0	0	0	0	0	0	0	185
Unfunded	0	0	0	0	365	0	0	365	350	715
TOTALS:	**185**	**10**	**5**	**5**	**365**	**0**	**0**	**375**	**350**	**920**

All Values are presented in Thousands (1 x 1000)

Mason's Marina - Major Maintenance

Function Area:

DS

Request: RP16090

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

This project includes the design and construction documents for Mason's Marina fish buying dock repairs in fiscal year 15 -16 and construction in fiscal year 17-18. This includes replacing "C" dock with a new aluminum dock.

Project Cost by Phase	
Acquisition:	0
Design/PM:	70
Construction:	230
Furniture/Reloc:	0
Other:	0
Project Total:	300

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-10
Other:	0
OM Total:	-10

Personnel:

Revenue/Refund:

Service Impact:

Reduced maintenance cost for improved facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Spud Point Marina Ent.	50	150	100	0	0	0	0	100	0	300
TOTALS:	**50**	**150**	**100**	**0**	**0**	**0**	**0**	**100**	**0**	**300**

All Values are presented in Thousands (1 x 1000)

Matanzas Creek Park

Function Area:

DS

Request: RP17044

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

This project includes acquiring, planning, and developing two connected facilities identified in the General Plan: Matanzas Creek Regional Park and the Taylor Mountain Trail. The Matanzas Creek property is owned by the Sonoma County Water Agency. The Taylor Mountain Trail is a proposed regional trail that connects Taylor Mountain Regional Park & Open Space Preserve with Annadel State Park through lands owned by the Sonoma County Agricultural Preservation & Open Space District.

Project Cost by Phase	
Acquisition:	25
Design/PM:	55
Construction:	250
Furniture/Reloc:	0
Other:	0
Project Total:	330

Operation and Maintenance Cost	
Utilities:	3
Maintenance:	40
Other:	0
OM Total:	43

Personnel:	0
Revenue/Refund:	

Service Impact:

Study for future project

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	1	3	5	0	0	0	0	5	0	9
Unfunded	0	0	0	20	25	276	0	321	0	321
TOTALS:	**1**	**3**	**5**	**20**	**25**	**276**	**0**	**326**	**0**	**330**

All Values are presented in Thousands (1 x 1000)

Maxwell Farms - Disabled Access Improvements

Function Area: **Request: RP16032**

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Project Description

Disabled Access Improvements at Maxwell Farms Regional Park are based on the Sonoma County Self Evaluation & Transition Plan and are designed to provide and enhance access to our facilities for persons of all abilities. This project involves barrier removal work including accessible parking, path of travel, renovations to an existing restroom, accessible tables, benches, and installation of high-low drinking fountains.

The project is occurring in phases as funding from a variety of sources is secured. Barrier removal work to the core area of the park is currently funded for fiscal year 16-17 with a Community Development Commission Block Grant and County Disabled Access Program funds. Funding for future phases could include additional Community Development Commission Block Grants, County Disabled Access Program funds, and Park Mitigation Fees.

Project Cost by Phase	
Acquisition:	0
Design/PM:	72
Construction:	287
Furniture/Reloc:	0
Other:	0
Project Total:	359

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	1
Other:	0
OM Total:	1

Personnel:	
Revenue/Refund:	

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Community Development Block Grant	0	75	0	0	0	0	0	0	154	229
General Fund-Disabled Access	0	0	130	0	0	0	0	130	0	130
TOTALS:	**0**	**75**	**130**	**0**	**0**	**0**	**0**	**130**	**154**	**359**

All Values are presented in Thousands (1 x 1000)

Maxwell Farms Redevelopment

Function Area: **Request: RP15083**

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Project Description

The Maxwell Farms Regional Park Master Plan is being updated to reflect the current and future needs of the community and evolving management considerations. The master plan update process considers new park facilities, including recreational and infrastructure improvements balanced with natural resource values and conservation objectives. Improvements considered in the first phase of development include a redesigned and renovated entry drive and parking area, a synthetic turf soccer field, new restroom and concession building, spectator and group picnic zones, a synthetic turf baseball field, habitat restoration plantings along Sonoma Creek, and significant improvements to the pathway network to enhance accessibility and pedestrian circulation from adjacent areas and throughout the park.

Project funding commitments total $1,109,150. Funders include the Open Space District, Sonoma Ecology Center, Sonoma Little League, Sonoma Valley Youth Soccer, and Sonoma County Regional Parks Foundation. State Housing and Community Development funding is pending.

Project Cost by Phase	
Acquisition:	0
Design/PM:	320
Construction:	3,021
Furniture/Reloc:	0
Other:	0
Project Total:	3,341

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	0	15	0	0	0	0	0	0	0	15
General Fund	30	0	0	0	0	0	0	0	0	30
Open Space District	0	250	0	0	0	0	0	0	0	250
Park Mitigation Fees-6	41	107	0	0	0	0	0	0	0	148
Pending	0	0	664	0	0	0	0	664	0	664
Sonoma Ecology Center	0	0	16	0	0	0	0	16	0	16
Sonoma Little League	0	0	30	0	0	0	0	30	0	30
Sonoma Valley Youth Soccer	0	0	500	0	0	0	0	500	0	500
Unfunded	0	0	1,688	0	0	0	0	1,688	0	1,688
TOTALS:	**71**	**372**	**2,898**	**0**	**0**	**0**	**0**	**2,898**	**0**	**3,341**

All Values are presented in Thousands (1 x 1000)

North Sonoma Mountain Regional Park & Open Space Preserve

Function Area:

DS

Request: RP10055

Department/Division:

Regional Parks / 6 - Sonoma Valley

Project Description

North Sonoma Mountain Regional Park is a collection of five properties transferred from the Sonoma County Agricultural Preservation & Open Space District in 2014 and one property owned by Sonoma County Regional Parks. Initial public access to all but one of the properties has been provided. Natural and cultural resource management and stewardship activities are underway at the site.

Master Planning and environmental compliance for the entire property including environmental compliance for initial public access to the final property, Sonoma Mountain Ranch, has started. Funding is provided by the Sonoma County Agricultural Preservation & Open Space District.

The project is to complete a Master Plan including a Resource Management Plan for this park and preserve and to develop Initial Public Access to the Walsh Property, including a premier section of the Bay Area Ridge Trail to the summit of Sonoma Mountain. Subsequent development phases will be identified through the master plan process.

Project Cost by Phase	
Acquisition:	5
Design/PM:	966
Construction:	2,250
Furniture/Reloc:	0
Other:	0
Project Total:	3,221

Operation and Maintenance Cost	
Utilities:	8
Maintenance:	275
Other:	-140
OM Total:	143

Personnel:	0
Revenue/Refund:	140

Service Impact:

Increase for maintaining new facility; new use creates revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Cell Tower Funds	0	60	0	0	0	0	0	0	0	60
Open Space District	1,900	471	0	0	0	0	0	0	0	2,371
Unfunded	0	0	0	290	0	0	0	290	500	790
TOTALS:	**1,900**	**531**	**0**	**290**	**0**	**0**	**0**	**290**	**500**	**3,221**

All Values are presented in Thousands (1 x 1000)

Occidental Community Center

Function Area:

DS

Request: RP13014

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

The Occidental Community Center is managed by Regional Parks, and is need of a new floor for its gym. The room is used for volleyball, basketball, yoga, YMCA exercise classes. Interested community members have begun fundraising for the $45,000 - $50,000 project. The Parks Foundation has established a restricted account for this project.

Prior work completed a community based planning process to identify options to redevelop the Occidental Community Center to better serve the community, improve building accessibility, safety, and structural issues to provide greater fiscal sustainability. The community based planning was completed and the results indicated a desire for a flexible space to support local programming. As such, Regional Parks is recommending the building be transferred to the General Services Department, similar to the 8 previously transferred veteran's buildings, for better alignment with both Departments' missions. Regional Parks would continue to manage the outdoor recreational facilities.

Project Cost by Phase	
Acquisition:	0
Design/PM:	115
Construction:	45
Furniture/Reloc:	0
Other:	0
Project Total:	160

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No increase for maintenance by Parks

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	115	0	45	0	0	0	0	45	0	160
TOTALS:	**115**	**0**	**45**	**0**	**0**	**0**	**0**	**45**	**0**	**160**

All Values are presented in Thousands (1 x 1000)

Occidental to Coast Trail

Function Area:

DS

Request: RP09065

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

Planning for future trail including accepting existing trail easements between Occidental and the Coast.

Project Cost by Phase	
Acquisition:	100
Design/PM:	100
Construction:	300
Furniture/Reloc:	0
Other:	0
Project Total:	500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	
Revenue/Refund:	

Service Impact:

Future project.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-1	5	0	0	0	0	5	5	10	0	15
Unfunded	0	0	0	0	0	0	0	0	485	485
TOTALS:	**5**	**0**	**0**	**0**	**0**	**5**	**5**	**10**	**485**	**500**

All Values are presented in Thousands (1 x 1000)

Park Access Improvements

Function Area: **Request: RP16029**

DS

Department/Division:

Regional Parks / All

Project Description

This improvement project includes system-wide accessibility improvements, including assessing and prioritizing facility accessibility improvements to provide universal access to park trails, facilities, signage and interpretive amenities that extend beyond those identified in the existing Self Evaluation and Transition Plan and other mandates. Regional Parks strives to make park facilities enjoyable to the broadest possible spectrum of the community in creative, safe, and legally appropriate ways. Initial funding is identified to further develop a plan and funding strategy.

Project Cost by Phase	
Acquisition:	0
Design/PM:	100
Construction:	449
Furniture/Reloc:	0
Other:	0
Project Total:	549

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:

Revenue/Refund:

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Access Fund	34	0	15	25	25	25	25	115	0	149
Unfunded	0	0	0	100	100	100	100	400	0	400
TOTALS:	**34**	**0**	**15**	**125**	**125**	**125**	**125**	**515**	**0**	**549**

All Values are presented in Thousands (1 x 1000)

Petaluma-Sebastopol Trail

Function Area: **Request: RP13052**

DS

Department/Division:

Regional Parks / 5 - South County, 3 - Russian River

Project Description

This project considers a 13-mile trail between Sebastopol and Petaluma, through areas such as Hessel and Cunningham. A trail would provide bicycling, walking, and other recreational and commuting opportunities for area residents and visitors, promoting healthy communities, access to schools and businesses, and contributing to the reduction of traffic and greenhouse gases. The first step of this project is to study the feasibility of developing a paved trail connecting these communities.

In April 2015, Caltrans awarded a Sustainable Communities Transportation Planning grant for a trail feasibility study. The required local matching funds are provided by the City of Sebastopol, City of Petaluma, Sonoma County Bicycle Coalition, the Santa Rosa Cycling Club, and Area 3 and 5 Park Mitigation Fees.

The Feasibility Study will identify possible trail alignments and preliminary cost estimates for acquisition, planning, and construction and is scheduled to be completed by January 2018. This is project number 201 in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	320
Design/PM:	831
Construction:	3,350
Furniture/Reloc:	0
Other:	0
Project Total:	4,501

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	93
Other:	0
OM Total:	93

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Caltrans	0	209	0	0	0	0	0	0	0	209
City of Petaluma	0	1	0	0	0	0	0	0	0	1
City of Sebastopol	0	7	0	0	0	0	0	0	0	7
Coalition & Cycling Club	0	16	0	0	0	0	0	0	0	16
Park Mitigation Fees-3	8	19	10	10	0	0	0	20	0	47
Park Mitigation Fees-5	14	50	15	15	0	0	0	30	0	94
Unfunded	0	0	0	0	300	300	300	900	3,227	4,127
TOTALS:	**22**	**302**	**25**	**25**	**300**	**300**	**300**	**950**	**3,227**	**4,501**

All Values are presented in Thousands (1 x 1000)

Poff Ranch Preserve

Function Area:

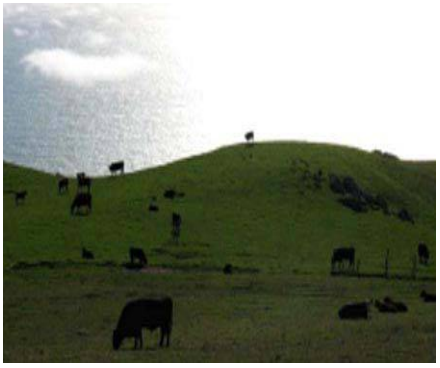
DS

Request: RP13003

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description



Project includes acquisition and developing public access of the 1,235-acre Poff Ranch located adjacent to Sonoma Coast State Park, acquired in 2007 by the Sonoma County Agricultural Preservation & Open Space District. The project will implement the Poff Ranch Management Plan that identifies natural and cultural resource protection measures, rangeland management infrastructure, and sediment reduction. This project also includes planning, community outreach and public access including trails, historic cabin protection, and other management items. Regional Parks is collaborating with the District on resource work project funding options. The property transfer from the District to Regional Parks is planned for FY 17-18.

Project Cost by Phase	
Acquisition:	25
Design/PM:	214
Construction:	446
Furniture/Reloc:	0
Other:	0
Project Total:	685

Operation and Maintenance Cost	
Utilities:	2
Maintenance:	103
Other:	0
OM Total:	105

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Open Space District	0	25	0	0	0	0	0	0	0	25
Park Mitigation Fees-1	0	5	5	0	0	0	0	5	0	10
Unfunded	0	0	0	650	0	0	0	650	0	650
TOTALS:	**0**	**30**	**5**	**650**	**0**	**0**	**0**	**655**	**0**	**685**

All Values are presented in Thousands (1 x 1000)

Ragle Ranch Regional Park Restroom

Function Area:

DS

Request: RP13033

Department/Division:

Regional Parks / 3 - Russian River

Project Description

Ragle Ranch Regional Park has several athletic fields and facilities in the upper 40 acres of the park that serve over 300,000 visitors per year. Currently there is only a single permanent restroom located in the south central area of the park that provides sanitary facilities for 5 soccer fields, a softball field, a dog park, group picnic area and other day use activities. A second permanent restroom is needed to serve the tennis courts, volleyball courts, another baseball field, group picnic areas, the playground, and other day use activities in the northern area of the park.

This project includes the planning and design for a new restroom to be located in the northeast area of the park between the playground and tennis courts. This location was selected for its open, gentle slopes, and because there is room to develop without impacting other uses in the area. This project includes engineering and construction of the new restroom and infrastructure. The initial planning and design work is funded by Park Mitigation Fees. Additional funding will need to be secured to complete the design and construct the restroom.

Project Cost by Phase	
Acquisition:	0
Design/PM:	100
Construction:	405
Furniture/Reloc:	0
Other:	0
Project Total:	505

Operation and Maintenance Cost	
Utilities:	1
Maintenance:	14
Other:	-1
OM Total:	14

Personnel:	
Revenue/Refund:	1

Service Impact:

Increase for maintaining new structure

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	25	45	0	0	0	0	0	0	0	70
Unfunded	0	0	0	0	0	435	0	435	0	435
TOTALS:	**25**	**45**	**0**	**0**	**0**	**435**	**0**	**435**	**0**	**505**

All Values are presented in Thousands (1 x 1000)

Ragle Ranch Trail Renovation

Function Area: **Request: RP18042**

DS

Department/Division:

Regional Parks / 3 - Russian River

Project Description

This project is to renovate the existing trails in the Atascadero Marsh area of the property. Trails need boardwalks across sensitive wetlands to allow for all-season use and to protect natural resources. The Regional Parks Foundation will be assisting Regional Parks with fundraising efforts.

Project Cost by Phase	
Acquisition:	0
Design/PM:	15
Construction:	90
Furniture/Reloc:	0
Other:	0
Project Total:	105

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	10
Other:	0
OM Total:	10

Personnel:	
Revenue/Refund:	

Service Impact:

Improvements decrease maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	0	0	0	5	0	0	0	5	0	5
Unfunded	0	0	5	20	75	0	0	100	0	100
TOTALS:	**0**	**0**	**5**	**25**	**75**	**0**	**0**	**105**	**0**	**105**

All Values are presented in Thousands (1 x 1000)

Riverfront Park Phase 3

Function Area: **Request: RP07018**

DS

Department/Division:

Regional Parks / 2 - North County

Project Description

This project includes design and construction of park access for picnicking and boating at Riverfront Regional Park. Elements include the following: one boat launch and four boat portages, serving boating access to Lake Wilson, Lake Benoist, and the Russian River; additional picnic areas and trail improvements; additional drinking fountain and portable restrooms; and redwood grove, lakeshore, and riverfront restoration. Project is funded with and Sonoma County Agricultural Preservation & Open Space District Matching Grant, California Boating & Waterways grant, and Park Mitigation Fees.

Project Cost by Phase	
Acquisition:	0
Design/PM:	157
Construction:	304
Furniture/Reloc:	0
Other:	0
Project Total:	461

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	53
Other:	-12
OM Total:	41

Personnel:	0
Revenue/Refund:	12

Service Impact:

Increase for maintaining expanded facility; new use increases revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Boating & Waterways	53	0	0	0	0	0	0	0	0	53
Open Space District	252	0	0	0	0	0	0	0	0	252
Park Mitigation Fees-2	41	30	50	35	0	0	0	85	0	156
TOTALS:	**346**	**30**	**50**	**35**	**0**	**0**	**0**	**85**	**0**	**461**

All Values are presented in Thousands (1 x 1000)

Riverfront Park Phase 4

Function Area:

DS

Request: RP13004

Department/Division:

Regional Parks / 2 - North County

Project Description

Design and construct the following improvements at Riverfront Regional Park: 0.4 mile Marsh Trail including a 200 foot long boardwalk, plant restoration, and interpretative signs.

Project Cost by Phase	
Acquisition:	0
Design/PM:	20
Construction:	80
Furniture/Reloc:	0
Other:	0
Project Total:	100

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	2
Other:	0
OM Total:	2

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining expanded facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-2	0	0	0	0	20	0	0	20	0	20
Unfunded	0	0	0	0	80	0	0	80	0	80
TOTALS:	**0**	**0**	**0**	**0**	**100**	**0**	**0**	**100**	**0**	**100**

All Values are presented in Thousands (1 x 1000)

Riverfront Park Phase 5

Function Area: **Request: RP15020**

DS

Department/Division:

Regional Parks / 2 - North County

Project Description

This project includes improving public access to the northern portion of the Riverfront Regional Park. Design and construct the following improvements: access road, 0.6 miles of trail, additional parking, portable restroom, interpretative signs, and non-motorized boat launch to the Russian River.

Project Cost by Phase	
Acquisition:	0
Design/PM:	235
Construction:	865
Furniture/Reloc:	0
Other:	0
Project Total:	1,100

Operation and Maintenance Cost	
Utilities:	3
Maintenance:	29
Other:	-7
OM Total:	25

Personnel:	0
Revenue/Refund:	7

Service Impact:

Increase for maintaining expanded facility; new use increases revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	0	0	0	0	0	0	1,100	1,100
TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,100**	**1,100**

All Values are presented in Thousands (1 x 1000)

Roseland Creek Trail

Function Area:

DS

Request: RP17036

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

The proposed 3 mile Class 1 trail project starts from the Santa Rosa city limits at Ludwig Road and continues southwesterly along the Sonoma County Water Agency flood control channel to the wastewater treatment facility known as the Alpha Farm, which is owned and operated by the City of Santa Rosa. The Roseland Creek Trail will connect to the planned Laguna de Santa Rosa Trail located within Alpha Farm. The northern end of the trail will connect to the city's portion of the Roseland Creek Tail at Ludwig Ave, extending north to McMinn Avenue.

The first phase of the project is to plan and construct 1.7 miles of trail along the Sonoma County Water Agency flood control channel from the Santa Rosa city limits at Ludwig Road to Llano Road. In future years, the trail would be extended by 1.3 miles from Llano Road to the Laguna de Santa Rosa Trail.

This is project number 87 in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	0
Design/PM:	420
Construction:	1,200
Furniture/Reloc:	0
Other:	0
Project Total:	1,620

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	20
Other:	0
OM Total:	20

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	0	3	5	5	10	10	0	30	0	33
Unfunded	0	0	0	0	0	0	0	0	1,587	1,587
TOTALS:	**0**	**3**	**5**	**5**	**10**	**10**	**0**	**30**	**1,587**	**1,620**

All Values are presented in Thousands (1 x 1000)

Russian River Bike Trail - Lower Reach

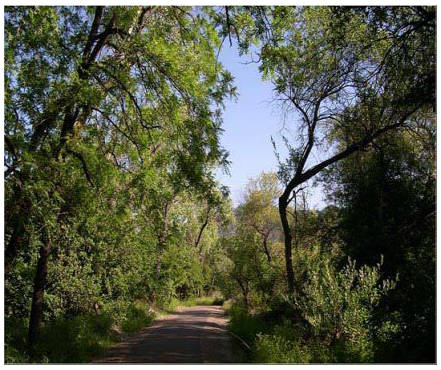
Function Area: **Request: RP14025**

DS

Department/Division:

Regional Parks / 3 - Russian River

Project Description



Planning for a multiuse trail paralleling the Russian River from Forestville to Jenner. Conducting a feasibility study to evaluate and select a preferred alignment will be the first step. Regional Parks has applied for planning grant funding and a number of local partners have pledged matching funds.

This trail will link the Russian River Bike Trail – Middle Reach, Steelhead Beach Regional Park, Sunset Beach River Park, Guerneville, Monte Rio, Duncans Mills, and Jenner. The trail will provide recreational and alternative transportation to this highly scenic section of the Russian River. This is a portion of project number 208 in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. The section from Rio Nido to Monte Rio was also identified as a high priority in the 2009 Sonoma County Transportation Authority's Lower Russian River Community Based Transportation Plan.

Project Cost by Phase	
Acquisition:	845
Design/PM:	850
Construction:	7,450
Furniture/Reloc:	0
Other:	0
Project Total:	9,145

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:	0
Revenue/Refund:	0

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Advertising Fund	0	0	10	0	0	0	0	10	0	10
Foundation	0	0	5	0	0	0	0	5	0	5
Korbel	0	0	5	0	0	0	0	5	0	5
Monte Rio Rec & Park District	0	0	3	0	0	0	0	3	0	3
Park Mitigation Fees-3	45	47	25	25	25	0	0	75	0	167
Russian River Rec & Parks District	0	0	3	0	0	0	0	3	0	3
Santa Rosa Cycling Club	0	0	3	0	0	0	0	3	0	3
Unfunded	0	0	350	49	250	250	0	899	8,050	8,949
Wildlands Conservancy	0	0	1	0	0	0	0	1	0	1
TOTALS:	**45**	**47**	**404**	**74**	**275**	**250**	**0**	**1,003**	**8,050**	**9,145**

All Values are presented in Thousands (1 x 1000)

Russian River Bike Trail - Middle Reach

Function Area:

DS

Request: RP15070

Department/Division:

Regional Parks / 2 - North County

Project Description

Planning for a multiuse trail paralleling the Russian River from Healdsburg to Forestville. This trail will link Healdsburg Veterans Memorial Beach, Riverfront Regional Park, Wohler Bridge facility, and the Russian River Bike Trail - Lower Reach. Included in this project is acquisition, planning, construction for an all-weather Class 1 trail and seasonal pedestrian trails paralleling the Russian River. Regional Parks is seeking grant funding to complete acquisition efforts, which are underway.

The trail will provide non-motorized recreational and alternative transportation to this highly scenic section of the Russian River. This is a portion of project number 208 in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	90
Design/PM:	513
Construction:	1,723
Furniture/Reloc:	0
Other:	0
Project Total:	2,326

Operation and Maintenance Cost	
Utilities:	10
Maintenance:	85
Other:	-30
OM Total:	65

Personnel:	
Revenue/Refund:	30

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-2	4	26	5	5	25	0	0	35	0	65
Unfunded	0	0	0	75	705	500	0	1,280	981	2,261
TOTALS:	**4**	**26**	**5**	**80**	**730**	**500**	**0**	**1,315**	**981**	**2,326**

All Values are presented in Thousands (1 x 1000)

Russian River Water Trail - Lower Reach

Function Area: **Request: RP13029**

DS

Department/Division:

Regional Parks / 3 - Russian River

Project Description

The Russian River Water Trail – Lower Reach is a coordinated system of river access sites from the Forestville River Access to Jenner, including river access at Duncans Mills, as part of a comprehensive water trail plan. The Russian River Waterway Trail is identified in the Sonoma County General Plan. The Local Coastal Plan identifies specific sites to develop regional and local river access. Specific sites recommended for further study were identified in the Coastal Conservancy's Russian River Trespass & Access Management Plan 1996 to provide safe and sanitary access to the river at regular intervals and to minimize trespassing on private property. This project includes the feasibility analysis of river access sites, acquisition, planning, and construction. Regional Parks is seeking grant funding to complete this project.

Project Cost by Phase	
Acquisition:	150
Design/PM:	250
Construction:	365
Furniture/Reloc:	0
Other:	0
Project Total:	765

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	1	59	25	25	0	0	0	50	0	110
Unfunded	0	0	25	380	250	0	0	655	0	655
TOTALS:	**1**	**59**	**50**	**405**	**250**	**0**	**0**	**705**	**0**	**765**

All Values are presented in Thousands (1 x 1000)

Russian River Water Trail - Middle Reach

Function Area: **Request: RP15072**

DS

Department/Division:

Regional Parks / 2 - North County

Project Description

The Russian River Water Trail – Middle Reach is a coordinated system of river access sites from Healdsburg to Forestville. As part of a comprehensive water trail plan, this includes proposed boat portage and beach and river access periodically along the river, expanded access and support facilities near Healdsburg Veterans Memorial Beach, and other areas.

The Russian River Waterway Trail is identified in the Sonoma County General Plan. Several specific sites recommended for further study were identified in the Coastal Conservancy's Russian River Trespass & Access Management Plan 1996 to provide safe and sanitary access to the river at regular intervals and to minimize trespassing on private property. This project includes the feasibility analysis of river access sites, acquisition, planning, and construction. Regional Parks is seeking grant funding to complete this project.

Project Cost by Phase	
Acquisition:	100
Design/PM:	230
Construction:	595
Furniture/Reloc:	0
Other:	0
Project Total:	925

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-2	4	11	5	0	0	0	0	5	0	20
Unfunded	0	0	0	375	250	0	0	625	280	905
TOTALS:	**4**	**11**	**5**	**375**	**250**	**0**	**0**	**630**	**280**	**925**

All Values are presented in Thousands (1 x 1000)

Russian River Water Trail - Upper Reach

Function Area:

DS

Request: RP10019

Department/Division:

Regional Parks / 2 - North County

Project Description

The Russian River Water Trail – Upper Reach is a coordinated system of river access sites from the Mendocino County line to Healdsburg, in a comprehensive water trail plan. The Russian River Waterway Trail is identified in the Sonoma County General Plan. Specific sites recommended for further study were identified in the Coastal Conservancy's Russian River Trespass & Access Management Plan 1996 to provide safe and sanitary access to the river at regular intervals and to minimize trespassing on private property. This project includes the feasibility analysis of river access sites, acquisition, planning, and construction. Regional Parks is seeking grant funding to complete this project.

Project Cost by Phase	
Acquisition:	200
Design/PM:	100
Construction:	479
Furniture/Reloc:	0
Other:	0
Project Total:	779

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-2	55	40	15	20	10	0	0	45	0	140
Unfunded	0	0	14	25	350	250	0	639	0	639
TOTALS:	**55**	**40**	**29**	**45**	**360**	**250**	**0**	**684**	**0**	**779**

All Values are presented in Thousands (1 x 1000)

Santa Rosa Creek Trail Willowside to Guerneville Road

Function Area: **Request: RP08040**

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

Acquisition, planning, and construction for a 1.6 mile Class 1 trail along the Sonoma County Water Agency property from Willowside Road to Guerneville Road. A trail easement is need from the Sonoma County Water Agency.

This trail would extend the existing 6-mile Santa Rosa Creek Trail, which currently connects downtown Santa Rosa to Willowside Road, with the proposed 19-mile north-south Laguna de Santa Rosa Trail. The residents and visitors would benefit from this project because the trail provides transportation and recreational access to homes, public parks, nearby schools, local restaurants, hotels, and other businesses located along the creek corridor.

This is project number 89 in the adopted 2010 County Bikeway Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	0
Design/PM:	131
Construction:	525
Furniture/Reloc:	0
Other:	0
Project Total:	656

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	18
Other:	0
OM Total:	18

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-4	10	3	0	5	0	0	0	5	0	18
Unfunded	0	0	0	0	0	638	0	638	0	638
TOTALS:	**10**	**3**	**0**	**5**	**0**	**638**	**0**	**643**	**0**	**656**

All Values are presented in Thousands (1 x 1000)

Schopflin Fields Phase 3

Function Area: **Request: RP12064**

DS

Department/Division:

Regional Parks / 7 - Larkfield Wikiup

Project Description

This project includes the development of the final athletic field and parking as shown on the approved master plan. Regional Parks is seeking grants and continuing to work with non-profit sports organizations to complete field development and to renovate the existing two fields. Proposals for additional minor facilities are also being evaluated.

Project Cost by Phase	
Acquisition:	0
Design/PM:	115
Construction:	510
Furniture/Reloc:	0
Other:	0
Project Total:	625

Operation and Maintenance Cost	
Utilities:	3
Maintenance:	55
Other:	-20
OM Total:	38

Personnel:	0
Revenue/Refund:	20

Service Impact:

Increase for maintaining improved facility; new use increases revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-7	25	0	5	0	0	0	0	5	0	30
Unfunded	0	0	0	50	55	490	0	595	0	595
TOTALS:	**25**	**0**	**5**	**50**	**55**	**490**	**0**	**600**	**0**	**625**

All Values are presented in Thousands (1 x 1000)

Sea Ranch Bikeway

Function Area:

DS

Request: RP18025

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

This project proposes a Class 1 bikeway, generally parallel to Highway 1, connecting the Sea Ranch Coastal Access Trails, Gualala Point Regional Park, The Sea Ranch community, and the community of Gualala, consistent with the "Bane Bill" provisions in the Public Resources Code. This 8.5-mile bikeway will improve circulation, recreational opportunities, and safety.

Planning includes the bikeway crossing the Gualala River. This is project number 204 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. Regional Parks will seek grant funding for planning, engineering, and environmental analysis in 2019.

Project Cost by Phase	
Acquisition:	0
Design/PM:	925
Construction:	2,785
Furniture/Reloc:	0
Other:	0
Project Total:	3,710

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	60
Other:	0
OM Total:	60

Personnel:

Revenue/Refund:

Service Impact:

Planning for a future project

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-1	0	0	0	5	5	0	0	10	0	10
Unfunded	0	0	0	0	20	180	0	200	3,500	3,700
TOTALS:	**0**	**0**	**0**	**5**	**25**	**180**	**0**	**210**	**3,500**	**3,710**

All Values are presented in Thousands (1 x 1000)

Shaw Park - Major Maintenance

Function Area: **Request: RP18011**

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Project Description

Replace existing irrigation system and related components for sports field.

Project Cost by Phase	
Acquisition:	0
Design/PM:	10
Construction:	30
Furniture/Reloc:	0
Other:	0
Project Total:	40

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-2
Other:	-1
OM Total:	-3

Personnel:	0
Revenue/Refund:	1

Service Impact:

Improvements reduce maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	0	0	40	0	0	40	0	40
TOTALS:	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**40**	**0**	**40**

All Values are presented in Thousands (1 x 1000)

Shiloh Ranch Phase 4

Function Area:

DS

Request: RP15060

Department/Division:

Regional Parks / 2 - North County

Project Description

This project includes planning and constructing the 4+ mile unpaved North Loop Trail. The trail is included in the approved park Master Plan. The development of the trail crosses rugged creek canyons and adds an additional four miles of loop trail through beautiful oak woodland and mixed evergreen forest. The trail will be designed for hikers of varying ability, giving users access to the back wildland of the park. Park Mitigation Fees will be used to prepare project scope in order to seek grant funding. This project includes a major trail bridge and will open a third of the park that is currently inaccessible for public use.

Project Cost by Phase	
Acquisition:	0
Design/PM:	100
Construction:	430
Furniture/Reloc:	0
Other:	0
Project Total:	530

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	3
Other:	0
OM Total:	3

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining expanded facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-2	3	17	5	0	0	0	0	5	0	25
Unfunded	0	0	0	100	405	0	0	505	0	505
TOTALS:	**3**	**17**	**5**	**100**	**405**	**0**	**0**	**510**	**0**	**530**

All Values are presented in Thousands (1 x 1000)

Shiloh Ranch Renovation

Function Area:

DS

Request: RP16076

Department/Division:

Regional Parks / 2 - North County

Project Description

This project includes rehabilitating the park's pond, improving public access, and addressing deferred site stewardship. Work includes improving a damaged creek crossing, restoring eroded creek channels, reestablishing shaded fuel breaks along trails, trail renovation, and reconditioning roads and trails used for emergency access. This will decrease ongoing maintenance costs, improve visitor experience and emergency access, reduce sediment discharge into the park pond and surrounding drainages, and restore grass and oak woodland habitat. Grant funding is being sought to complete this work.

Project Cost by Phase	
Acquisition:	0
Design/PM:	75
Construction:	425
Furniture/Reloc:	0
Other:	0
Project Total:	500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-5
Other:	0
OM Total:	-5

Personnel:	
Revenue/Refund:	

Service Impact:

Improvements reduce maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	0	30	0	0	0	30	0	30
Park Mitigation Fees-2	0	0	5	0	0	0	0	5	0	5
Unfunded	0	0	20	130	315	0	0	465	0	465
TOTALS:	**0**	**0**	**25**	**160**	**315**	**0**	**0**	**500**	**0**	**500**

All Values are presented in Thousands (1 x 1000)

Sonoma Mountain Acquisition & Planning

Function Area: **Request: RP15090**

DS

Department/Division:

Regional Parks / 5 - South County

Project Description

This project includes acquisition for parks and trail connections identified in the General Plan in the Sonoma Mountain environs. In partnership with Sonoma County Agricultural Preservation & Open Space District, Sonoma Land Trust, and other partners, work is underway to evaluate feasible and appropriate opportunities.

Project Cost by Phase	
Acquisition:	460
Design/PM:	110
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	570

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	
Revenue/Refund:	

Service Impact:

Planning for a future facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	1	30	5	0	10	25	0	40	0	70
Unfunded	0	0	0	0	0	0	0	0	500	500
TOTALS:	**1**	**30**	**5**	**0**	**10**	**25**	**0**	**40**	**500**	**570**

All Values are presented in Thousands (1 x 1000)

Sonoma Schellville Trail

Function Area:
DS

Request: RP07056

Department/Division:
Regional Parks / 6 - Sonoma Valley

Project Description

Planning and acquisition for the remaining railroad right of way between Sonoma and Schellville continues in fiscal year 16-17 for this 4.8 mile trail. The County has acquired three trail easements and fee title to one section of the railroad right of way. The trailhead at the southwest corner of Napa Street and 8th Street East was completed and transferred to the County in early 2014. County staff are in active negotiations with Union Pacific Railroad to acquire their property rights in the railroad right of way. The County will also need to obtain a license agreement from Sonoma Marin Area Rail Transit who owns a section of the railroad right of way at the intersection of Highway 12 and 121.

Once acquisition is complete, staff will pursue funding to complete the design and engineering, California Environmental Quality Act compliance, and construction. The project is partially funded with Measure M funds.

This is project number 83 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	178
Design/PM:	250
Construction:	1,371
Furniture/Reloc:	0
Other:	0
Project Total:	1,799

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	64
Other:	0
OM Total:	64

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Measure M	100	0	50	100	100	300	0	550	0	650
Park Mitigation Fees-6	57	202	15	20	0	0	0	35	0	294
Unfunded	0	0	54	0	0	801	0	855	0	855
TOTALS:	**157**	**202**	**119**	**120**	**100**	**1,101**	**0**	**1,440**	**0**	**1,799**

All Values are presented in Thousands (1 x 1000)

Sonoma Valley Regional Park Expansion

Function Area: **Request: RP09057**

DS

Department/Division:

Regional Parks / 6 - Sonoma Valley

Project Description

This project includes three components. First, 41 acres of the Sonoma Developmental Center property were acquired by the Sonoma County Agricultural Preservation & Open Space District. Regional Parks is collaborating with the Regional Parks Foundation and Sonoma County Trails Council to design, fund, and develop a one mile loop trail on this addition. Second, the Sonoma Land Trust, Sonoma County Agricultural Preservation & Open Space District, Regional Parks Foundation, and Regional Parks acquired 29 acres adjacent to the park on the north. Both properties will provide additional trails, wildlife corridor protection, habitat enhancements, and viewshed preservation. Sonoma County Agricultural Preservation & Open Space District is funding the Master Plan and Initial Public Access for these properties.

Third is the feasibility analysis of expanding the park into additional lands of the Sonoma Development Center. The underdeveloped portions of the Center are currently being used by the public for passive and active recreation. The State is evaluating options for the realignment of social services and facilities of the Center and the long term disposition of the property is unclear. Sonoma County is working with a coalition of public and private partners towards the long-term conservation of the property including wildlife corridor protection, natural resource protection, recreational use, and other purposes.

Project Cost by Phase	
Acquisition:	10
Design/PM:	96
Construction:	384
Furniture/Reloc:	0
Other:	0
Project Total:	490

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	15
Other:	0
OM Total:	15

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining expanded facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	10	0	0	0	0	0	0	0	0	10
Open Space District	23	27	0	0	0	0	0	0	0	50
Park Mitigation Fees-6	59	80	25	25	0	0	0	50	0	189
Unfunded	0	0	100	141	0	0	0	241	0	241
TOTALS:	**92**	**107**	**125**	**166**	**0**	**0**	**0**	**291**	**0**	**490**

All Values are presented in Thousands (1 x 1000)

Sonoma Valley Trail

Function Area:

DS

Request: RP13058

Department/Division:

Regional Parks / 6 - Sonoma Valley, 4 - Santa Rosa

Project Description

This project includes the planning, acquisition, and development of the 13 mile Sonoma Valley Trail along the Highway 12 corridor from Melita Road (Santa Rosa) to Agua Caliente Road (Springs Area). The trail extends north from the Central Sonoma Valley Trail project. This project will provide a safe and separated pathway from Highway 12 and would provide connections to destination areas such as regional and state parks, wineries, restaurants, schools, and local businesses along the Highway 12 corridor.

Caltrans funded the feasibility study for the project which was completed in February 2016. The feasibility study identified a preferred trail alignment and recommended the project be completed in phases as funding becomes available.

This is project number 183 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways. Current work includes securing grant funding and acquiring right-of-way for the trail.

Project Cost by Phase	
Acquisition:	725
Design/PM:	1,245
Construction:	7,392
Furniture/Reloc:	0
Other:	0
Project Total:	9,362

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	120
Other:	0
OM Total:	120

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Caltrans	190	0	0	0	0	0	0	0	0	190
Park Mitigation Fees-4	5	0	0	0	0	0	0	0	0	5
Park Mitigation Fees-6	66	35	20	25	0	0	0	45	0	146
Unfunded	0	0	0	4,025	500	4,495	0	9,020	0	9,020
TOTALS:	**262**	**35**	**20**	**4,050**	**500**	**4,495**	**0**	**9,065**	**0**	**9,362**

All Values are presented in Thousands (1 x 1000)

Spring Lake Greenway

Function Area: **Request: RP16085**

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

This project includes planning, acquisition, and construction of the 0.50-mile greenway from Summerfield Road to Spring Lake Regional Park. The greenway will provide public open space, pedestrian and bicycle trails, and other recreational amenities. The greenway is located within the 55-acre right of way owned by Caltrans which will no longer be used for the Highway 12 extension. Regional Parks will partner with the Southeast Greenway Campaign, Sonoma County Bicycle Coalition, City of Santa Rosa, and Sonoma County Water Agency to develop the greenway. The Sonoma County Water Agency will secure title to the land and provide financial assistance.

The City of Santa Rosa's Southeast Greenway segment extends westward from Summerfield Road to Farmers Lane.

Project Cost by Phase	
Acquisition:	15
Design/PM:	115
Construction:	500
Furniture/Reloc:	0
Other:	0
Project Total:	630

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	15
Other:	0
OM Total:	15

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Spring Lake Park Ops Funds	0	10	5	5	5	5	0	20	0	30
Unfunded	0	0	0	100	100	400	0	600	0	600
TOTALS:	**0**	**10**	**5**	**105**	**105**	**405**	**0**	**620**	**0**	**630**

All Values are presented in Thousands (1 x 1000)

Spring Lake Park - Renovation

Function Area: **Request: RP18012**

DS

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

This project includes several major maintenance projects to provide safe, functional, accessible, and improved facilities to serve the public. This park facility is 45 years old. The sewage pump system needs to be replaced. The electrical system for the entire park needs to be upgraded. Work also includes renovations to the eight restrooms that serve the day use areas and campgrounds, including replacing aging plumbing fixtures, partitions, hand dryers, lighting, and related amenities, and painting and other finishes.

This project also includes renovating and updating the amenities including paved bike trail, swimming lagoon, picnic facilities, interpretive areas, parking areas, utilities, and signage.

Project Cost by Phase	
Acquisition:	0
Design/PM:	250
Construction:	950
Furniture/Reloc:	0
Other:	0
Project Total:	1,200

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-5
Other:	0
OM Total:	-5

Personnel:	0
Revenue/Refund:	

Service Impact:

Improvements decrease maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	50	50	50	0	0	150	0	150
Unfunded	0	0	50	500	500	0	0	1,050	0	1,050
TOTALS:	**0**	**0**	**100**	**550**	**550**	**0**	**0**	**1,200**	**0**	**1,200**

All Values are presented in Thousands (1 x 1000)

Spud Point Marina - Disabled Access Improvements

Function Area: **Request: RP17080**

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

This project is for resolving barrier removal issues associated with an informal complaint and consists of improvements to the disabled parking and path of travel serving the office and marina facilities.

Project Cost by Phase	
Acquisition:	0
Design/PM:	20
Construction:	55
Furniture/Reloc:	0
Other:	0
Project Total:	75

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:

Revenue/Refund:

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund-Disabled Access	0	75	0	0	0	0	0	0	0	75
TOTALS:	**0**	**75**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**75**

All Values are presented in Thousands (1 x 1000)

Spud Point Marina Major Maintenance

Function Area:

DS

Request: RP12005

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

This project includes major maintenance at Spud Point Marina including rehabilitation of the Ice Plant, Dock Transformers, roofs, and fuel lines. This project also includes rehabilitating Dock "C." This project will keep the facility operable for fishing industry uses and support local jobs, improve safety, increase marina revenue, and reduce maintenance costs. The ice plant is nearly 30 years old and the only facility between Fort Bragg and San Francisco Bay. The ice plant rehabilitation includes an overhaul of the ice machine, building, storage and delivery system. The project includes the replacement of four transformers, marina office roof, and fuel lines from the service dock to the fuel dock.

Project Cost by Phase	
Acquisition:	0
Design/PM:	114
Construction:	410
Furniture/Reloc:	0
Other:	0
Project Total:	524

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-11
Other:	-2
OM Total:	-13

Personnel:	0
Revenue/Refund:	2

Service Impact:

Reduce maintenance costs and increase revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Spud Point Marina Ent.	274	100	150	0	0	0	0	150	0	524
TOTALS:	**274**	**100**	**150**	**0**	**0**	**0**	**0**	**150**	**0**	**524**

All Values are presented in Thousands (1 x 1000)

Steelhead Beach Phase 3

Function Area: **Request: RP13026**

DS

Department/Division:

Regional Parks / 3 - Russian River

Project Description

A camping analysis for Steelhead Beach was completed in 2011 at the request of the State Coastal Conservancy as Phase 2 construction was being completed. The Phase 3 project would develop a camp host site with utilities, walk-in campsites with fire rings and tables, installation of shower fixtures in the existing restroom building, and related amenities. Improvements would support the Russian River Water Trail project and allow multiday Russian River trips, improve site security, and increase revenue.

The project is partially funded with major maintenance and park mitigation fees.

Project Cost by Phase	
Acquisition:	0
Design/PM:	112
Construction:	215
Furniture/Reloc:	0
Other:	0
Project Total:	327

Operation and Maintenance Cost	
Utilities:	5
Maintenance:	39
Other:	-35
OM Total:	9

Personnel:	0
Revenue/Refund:	35

Service Impact:

Increase for maintaining improved facility; new use increases revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	25	0	0	0	0	25	0	25
Park Mitigation Fees-3	49	30	15	15	0	0	0	30	0	109
State Coastal Conservancy	32	0	0	0	0	0	0	0	0	32
Unfunded	0	0	0	162	0	0	0	162	0	162
TOTALS:	**81**	**30**	**40**	**177**	**0**	**0**	**0**	**217**	**0**	**327**

All Values are presented in Thousands (1 x 1000)

Stewarts Point Trail

Function Area:

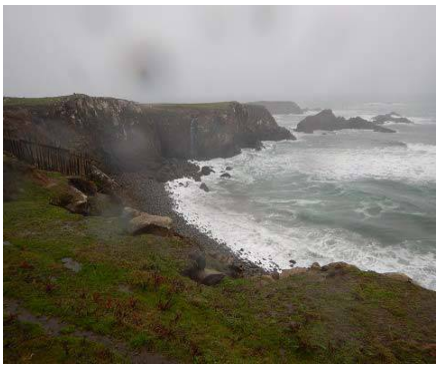
DS

Request: RP16023

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description



This project includes acquisition and development of approximately 0.8 miles of California Coastal Trail and a 7-vehicle parking trailhead with amenities located on an easement proposed at Stewart's Point Ranch. Regional Parks is collaborating with Save the Redwood League, Sonoma County Agricultural Preservation & Open Space District, State Coastal Conservancy and others to open a historically significant and visually spectacular section of Sonoma County's north coast.

Acquisition was completed in 2017. Extensive environmental review is underway, and multiple permits will be required for this project. Additional grant funding will be requested once design is underway, which will inform construction and mitigation costs.

Project Cost by Phase	
Acquisition:	12
Design/PM:	235
Construction:	312
Furniture/Reloc:	0
Other:	0
Project Total:	559

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	20
Other:	0
OM Total:	20

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Open Space District	0	71	196	0	0	0	0	196	0	267
Park Mitigation Fees-1	10	6	0	0	0	0	0	0	0	16
State Coastal Conservancy	0	80	0	0	0	0	0	0	0	80
Unfunded	0	0	196	0	0	0	0	196	0	196
TOTALS:	**10**	**157**	**392**	**0**	**0**	**0**	**0**	**392**	**0**	**559**

All Values are presented in Thousands (1 x 1000)

Stillwater Cove Regional Park Renovation

Function Area:

DS

Request: RP17070

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

Stillwater Cove Regional Park is in need of renovating due to the age of the park. A 30 year old trail bridge has recently been damaged beyond repair due to erosion from flood waters and needs to be replaced. The electrical system for the campground needs to be upgraded to address constant maintenance issues. The 1-room Fort Ross Historic School located in the park has been partially restored, but roofing and interior work is needed. Park signage, trails, and other amenities are also be renovated and enhanced.

This project includes replacing the existing water supply, including chlorination tanks and water treatment system components, piping and related appurtenances from both water tanks throughout the entire park, including the office and residence. The Stillwater Cove water system needs to be replaced due to failing piping, valves, and hardware. Replacing this system will reduce staff time and money spent on fixing breaks and other repairs. As it is a public water system regulated by the state, the integrity and safety of the system infrastructure is essential.

Project Cost by Phase	
Acquisition:	0
Design/PM:	20
Construction:	162
Furniture/Reloc:	0
Other:	0
Project Total:	182

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-3
Other:	0
OM Total:	-3

Personnel:	0
Revenue/Refund:	

Service Impact:

Improvements will reduce maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	0	0	25	0	0	0	0	25	0	25
Major Maintenance	0	10	0	0	0	0	0	0	0	10
Unfunded	0	0	61	86	0	0	0	147	0	147
TOTALS:	**0**	**10**	**86**	**86**	**0**	**0**	**0**	**172**	**0**	**182**

All Values are presented in Thousands (1 x 1000)

Stillwater Park Expansion

Function Area: **Request: RP17003**

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

This acquisition, planning, and development project includes expanding Stillwater Cove Regional Park to provide additional trails and other elements to experience the diverse natural coastal and redwood landscape. In the future, the park will be expanded into lands designated for the park, but are currently held through a life estate. Also included are acquiring and constructing trail connections including new sections of the California Coastal Trail, access to Pocket Cove, and connecting to Salt Point State Park.

Project Cost by Phase	
Acquisition:	230
Design/PM:	151
Construction:	500
Furniture/Reloc:	0
Other:	0
Project Total:	881

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	68
Other:	-20
OM Total:	48

Personnel:	0
Revenue/Refund:	20

Service Impact:

Increase for maintaining expanded facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-1	2	9	5	10	10	0	0	25	0	36
Unfunded	0	0	50	305	490	0	0	845	0	845
TOTALS:	**2**	**9**	**55**	**315**	**500**	**0**	**0**	**870**	**0**	**881**

All Values are presented in Thousands (1 x 1000)

Taylor Mountain Phase 1

Function Area:

DS

Request: RP10043

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

Phase 1 development includes a new park entrance, trailhead, equestrian and vehicle parking, picnic sites, a restroom, natural play area, and trails from the Petaluma Hill Road entry on the western side of this 1,100-acre park. This project is funded with a $750,000 State Parks Statewide Parks Program grant and Park Mitigation Fees. The project site is chosen as the first phase of development because of its ease of access off of an arterial road. The site has the fewest limitations to development and is close to equestrian areas and facilities.

Most of Phase 1 construction was completed summer 2015. The remaining work includes a permanent restroom, natural play area, and some additional trail work. The restroom will be a pump out type facility because sewer service is not available and the soils on the property cannot support a septic system. The restroom is scheduled for construction in the spring-summer of 2017. The natural play area is in the community outreach process and is scheduled for construction in the summer of 2017.

Funding and in kind services for the remaining Phase 1 work include the balance of the Statewide Parks Program grant, the Sonoma County Regional Parks Foundation, Sonoma County Trails Council, and Park Mitigation Fees.

Project Cost by Phase	
Acquisition:	0
Design/PM:	195
Construction:	1,244
Furniture/Reloc:	0
Other:	0
Project Total:	1,439

Operation and Maintenance Cost	
Utilities:	2
Maintenance:	85
Other:	-25
OM Total:	62

Personnel:	0
Revenue/Refund:	25

Service Impact:

Increase for maintaining new facility; increase for maintaining expanded facility; new use creates revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	50	10	0	0	0	0	0	0	0	60
Park Mitigation Fees-4	539	5	20	0	0	0	0	20	0	564
State Parks	750	0	0	0	0	0	0	0	0	750
Unfunded	0	65	0	0	0	0	0	0	0	65
TOTALS:	**1,339**	**80**	**20**	**0**	**0**	**0**	**0**	**20**	**0**	**1,439**

All Values are presented in Thousands (1 x 1000)

Taylor Mountain Phase 2 Trails

Function Area:

DS

Request: RP17043

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

Phase 2 development includes the planning, design, and development of 8 miles of new trails, bridges, and pedestrian and bicycle access from Linwood Avenue, Kawana Terrace Road, and Panorama Drive. This phase will open an additional 450 acres of the 1,100 acre Taylor Mountain Regional Park and Open Space Preserve to the public.

Funding for this phase has been identified and a Recreational Trails Program grant application for $1.7 million dollars has been recommended for funding by State Parks. Final award of the funding is expected in fall of 2016. Other sources of funding include the Sonoma County Regional Parks Foundation, the Sonoma County Trails Council, and Park Mitigation Fees. If funded, project planning and design will begin in fiscal year 16-17, with construction anticipated in fiscal year 17-18.

Project Cost by Phase	
Acquisition:	0
Design/PM:	210
Construction:	1,642
Furniture/Reloc:	0
Other:	0
Project Total:	1,852

Operation and Maintenance Cost	
Utilities:	2
Maintenance:	35
Other:	-25
OM Total:	12

Personnel:	
Revenue/Refund:	25

Service Impact:

Increase for maintaining new facility; increase for maintaining expanded facility; new use creates revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	0	40	40	0	0	0	0	40	0	80
Major Maintenance	0	25	0	0	0	0	0	0	0	25
Park Mitigation Fees-4	0	40	0	0	0	0	0	0	0	40
Pending	0	1,700	0	0	0	0	0	0	0	1,700
Sonoma County Trails Council	0	7	0	0	0	0	0	0	0	7
TOTALS:	**0**	**1,812**	**40**	**0**	**0**	**0**	**0**	**40**	**0**	**1,852**

All Values are presented in Thousands (1 x 1000)

Timber Cove California Coastal Trail

Function Area:

DS

Request: RP10006

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

Trail feasibility work is underway to identify a continuous 3 mile trail alignment parallel to Highway 1 for the California Coastal Trail. The goal is to safely connect Stillwater Cove Regional Park to Fort Ross State Historic Park for pedestrian and bicycle access. The County and State hold 13 Offers to Dedicate Coastal Access related to the California Coastal Commission's approval of the Timber Cove development.

The feasibility study is being coordinated with the update of the Local Coastal Plan, which is currently in process and led by the Permit Resource Management Department. Trail design is planned following the approval of the Feasibility Study and the adoption of the Local Coastal Plan.

Project Cost by Phase	
Acquisition:	123
Design/PM:	300
Construction:	1,745
Furniture/Reloc:	0
Other:	0
Project Total:	2,168

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	30
Other:	0
OM Total:	30

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-1	12	10	0	10	10	15	0	35	0	57
State Coastal Conservancy	141	0	0	0	0	0	0	0	0	141
Unfunded	0	0	0	50	35	985	0	1,070	900	1,970
TOTALS:	**153**	**10**	**0**	**60**	**45**	**1,000**	**0**	**1,105**	**900**	**2,168**

All Values are presented in Thousands (1 x 1000)

Tolay - Cannon Lane

Function Area:

DS

Request: RP17050

Department/Division:

Regional Parks / 5 - South County

Project Description

The project will construct needed road improvements to the approximately 1.3 miles of Cannon Lane. The asphalt paved road improvements include design engineering, minor widening, road shoulder and drainage improvements, and road overlay. The section of rocked road at the Park entrance will be improved with asphalt pavement and the road work also include associated signage.

Project Cost by Phase	
Acquisition:	25
Design/PM:	25
Construction:	700
Furniture/Reloc:	0
Other:	0
Project Total:	750

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-3
Other:	0
OM Total:	-3

Personnel:	
Revenue/Refund:	

Service Impact:

Improvements decrease maintenance costs.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
General Fund	0	250	0	0	0	0	0	0	0	250
Unfunded	0	0	500	0	0	0	0	500	0	500
TOTALS:	**0**	**250**	**500**	**0**	**0**	**0**	**0**	**500**	**0**	**750**

All Values are presented in Thousands (1 x 1000)

Tolay Lake Regional Park - Shop Replacement

Function Area: **Request: RP15045**

DS

Department/Division:

Regional Parks / 5 - South County, 6 - Sonoma Valley

Project Description

This project is to replace the shop at Tolay Lake Regional Park, which was destroyed by fire in 2013. The project is currently in design development stage and geotechnical investigations have been completed. Project bidding and construction will be completed summer-fall of 2017.

Project Cost by Phase	
Acquisition:	0
Design/PM:	145
Construction:	441
Furniture/Reloc:	0
Other:	0
Project Total:	586

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	-10
Other:	0
OM Total:	-10

Personnel:	
Revenue/Refund:	

Service Impact:

Improvements will reduce maintenance requirements.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Insurance	101	193	267	0	0	0	0	267	0	561
Major Maintenance	0	0	25	0	0	0	0	25	0	25
TOTALS:	**101**	**193**	**292**	**0**	**0**	**0**	**0**	**292**	**0**	**586**

All Values are presented in Thousands (1 x 1000)

Tolay Lake Regional Park Master Plan

Function Area: **Request: RP07047**

DS

Department/Division:

Regional Parks / 5 - South County, 6 - Sonoma Valley

Project Description

The project is to complete a comprehensive master plan for a major regional park in Sonoma County. The plan includes two unique properties, Tolay Lake Regional Park and Tolay Creek Ranch. They are adjacent properties totaling 3,434 acres located between the City of Petaluma and Sonoma Valley. A number of resource studies and baseline assessments have already been completed. This project funding includes contributions from Federated Indians of Graton Rancheria, State Coastal Conservancy, the Sonoma County Regional Parks Foundation, and Park Mitigation Fees.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,104
Construction:	61
Furniture/Reloc:	0
Other:	0
Project Total:	1,165

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Create plan for future park

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federated Indians of Graton Rancheria	300	200	0	0	0	0	0	0	0	500
Foundation	44	0	0	0	0	0	0	0	0	44
Park Mitigation Fees-5	260	0	0	0	0	0	0	0	0	260
Restricted Donation	50	11	0	0	0	0	0	0	0	61
State Coastal Conservancy	300	0	0	0	0	0	0	0	0	300
TOTALS:	**954**	**211**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1,165**

All Values are presented in Thousands (1 x 1000)

Tolay Lake Regional Park Phase 1

Function Area: **Request: RP15048**

DS

Department/Division:

Regional Parks / 5 - South County, 6 - Sonoma Valley

Project Description

The Tolay Lake Master Plan project is nearing completion and Phase 1 construction improvements are being considered. The improvements are to make improvements to the Park for the first non-restricted public access to the Park. They include improved trail alignments, some trail access to the newly incorporated Tolay Creek Ranch property into the park, well testing and certification, rangeland fencing and trail access gate improvements, equestrian staging improvements and park signage. This first phase of park improvements is proposed for fiscal year 17-18. This project will create the first non-restricted public access to the 3,434-acre park.

Project Cost by Phase	
Acquisition:	0
Design/PM:	350
Construction:	1,000
Furniture/Reloc:	0
Other:	0
Project Total:	1,350

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	115
Other:	-30
OM Total:	85

Personnel:	0
Revenue/Refund:	30

Service Impact:

O&M increase for full opening of park and adding Tolay Creek property; future facility O&M to be determined with Master Plan

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	0	0	50	50	50	0	0	150	0	150
Unfunded	0	0	150	350	700	0	0	1,200	0	1,200
TOTALS:	**0**	**0**	**200**	**400**	**750**	**0**	**0**	**1,350**	**0**	**1,350**

All Values are presented in Thousands (1 x 1000)

Tolay Lake Regional Park Phase 2

Function Area: **Request: RP16049**

DS

Department/Division:

Regional Parks / 5 - South County, 6 - Sonoma Valley

Project Description

Phase 2 improvements will expand park facilities with new trails and campground facilities, and a new trail bridge (supporting staff vehicle access) across Tolay Creek along Old Lakeville Road Trail. This phase also includes interpretive facilities, picnic are, and other amenities.

Project Cost by Phase	
Acquisition:	0
Design/PM:	100
Construction:	680
Furniture/Reloc:	0
Other:	0
Project Total:	780

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	50
Other:	0
OM Total:	50

Personnel:	0
Revenue/Refund:	

Service Impact:

O&M to be determined with facilities identified in Master Plan

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-5	0	0	0	0	5	25	25	55	0	55
Unfunded	0	0	0	0	0	0	725	725	0	725
TOTALS:	**0**	**0**	**0**	**0**	**5**	**25**	**750**	**780**	**0**	**780**

All Values are presented in Thousands (1 x 1000)

Watson School Restoration

Function Area:

DS

Request: RP07009

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

This project is the completion of the restoration work associated with the historic one-room schoolhouse. Exterior renovations, including a new foundation and seismic upgrades, new siding, decks, entry doors, hardware, and accessibility improvements were completed in 2012 with a $200,000 private donation. The remaining restoration work includes a new roof, additional seismic upgrades, new windows, a wood stove for heating, and refurbished lighting and related amenities. Watson School would then be reopened to the public for historical interpretation, school programs, public meetings and historical society and non-profit use.

In addition, the existing well would be replaced or rehabilitated with utility improvements to provide a source of irrigation water for maintaining the landscaping, and for a potential restroom with additional parking.

Project Cost by Phase	
Acquisition:	0
Design/PM:	200
Construction:	454
Furniture/Reloc:	0
Other:	0
Project Total:	654

Operation and Maintenance Cost	
Utilities:	1
Maintenance:	19
Other:	-4
OM Total:	16

Personnel:	0
Revenue/Refund:	4

Service Impact:

Increase for maintaining improved and expanded facility; new use adds revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	200	0	0	0	0	0	0	0	0	200
Park Mitigation Fees-1	174	0	0	0	0	0	0	0	0	174
Unfunded	0	0	0	40	160	80	0	280	0	280
TOTALS:	**374**	**0**	**0**	**40**	**160**	**80**	**0**	**280**	**0**	**654**

All Values are presented in Thousands (1 x 1000)

West County Trail - Forestville Trails

Function Area:

DS

Request: RP10045

Department/Division:

Regional Parks / 3 - Russian River

Project Description

This project includes two components. First is the planning, acquisition, and construction of a trailhead in downtown Forestville and 0.12 mile Class 1 trail from the current trail terminus near Pajaro Lane to the intersection of Highway 116 and Mirabel Road. The Forestville Planning Association completed a lot line adjustment in 2016, allowing for a continuous trail across their revised property boundary. The Association will be donating a trail easement for the West County Trail. Additional funding was secured from the Metropolitan Transportation Commission to complete construction in fiscal year 2017-18, and another grant is pending.

The second component is the continuation of the trail from Highway 116 to Forestville Youth Park. This part of the project includes acquisition, planning, and construction for a 0.4 mile Class 1 trail paralleling the east side of Mirabel Road from Highway 116 to Forestville Youth Park. Regional Parks will seek grant funding for this segment to be implemented with the future roundabout project.

This is project number 84 in the adopted 2010 Sonoma County Bicycle and Pedestrian Plan, which also designates Regional Parks as responsible for establishing and maintaining Class 1 bikeways.

Project Cost by Phase	
Acquisition:	36
Design/PM:	100
Construction:	625
Furniture/Reloc:	0
Other:	0
Project Total:	761

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	11
Other:	0
OM Total:	11

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	0	0	10	0	0	456	0	466	0	466
Metropolitan Transportation Commission	0	200	0	0	0	0	0	0	0	200
Park Mitigation Fees-3	7	88	0	0	0	0	0	0	0	95
TOTALS:	**7**	**288**	**10**	**0**	**0**	**456**	**0**	**466**	**0**	**761**

All Values are presented in Thousands (1 x 1000)

West County Trail - Green Valley Road

Function Area:

DS

Request: RP19012

Department/Division:

Regional Parks / 3 - Russian River

Project Description

Acquisition and planning for a 0.26 mile Class 1 trail paralleling Green Valley Road between Ross Road and Atascadero Creek. This trail segment will close the gap between the 1.92 mile trail north to Forestville and the 0.71 mile trail south to Graton, increasing safety and improving trail user experience. Grant funding is being sought to complete this project.

Project Cost by Phase	
Acquisition:	106
Design/PM:	60
Construction:	200
Furniture/Reloc:	0
Other:	0
Project Total:	366

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	5
Other:	0
OM Total:	5

Personnel:	
Revenue/Refund:	

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	0	0	0	0	0	10	10	20	0	20
Unfunded	0	0	0	0	0	0	0	0	346	346
TOTALS:	**0**	**0**	**0**	**0**	**0**	**10**	**10**	**20**	**346**	**366**

All Values are presented in Thousands (1 x 1000)

West County Trail - Occidental Road

Function Area:

DS

Request: RP19013

Department/Division:

Regional Parks / 3 - Russian River

Project Description

Acquisition and planning for a 0.87 mile Class 1 trail paralleling Occidental Road from Highway 116 to the West County Trail/Occidental Road intersection, including intersection improvements. Occidental Road travels east west and provides a critical on road connection to the West County Trail located directly north and south of Occidental Road. There are no sidewalks or bike lanes on Occidental Road. Trail users must use the road shoulders to continue onto the West County Trail. This project would provide a trail separated from the road and close the trail gap. Regional Parks accepted an offer to dedicate a trail easement in 2016 for a portion of the needed right of way. Grant funding will be sought to complete this project.

Project Cost by Phase	
Acquisition:	400
Design/PM:	100
Construction:	368
Furniture/Reloc:	0
Other:	0
Project Total:	868

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	12
Other:	0
OM Total:	12

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining new facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-3	0	0	0	10	10	5	0	25	0	25
Unfunded	0	0	0	0	0	0	0	0	843	843
TOTALS:	**0**	**0**	**0**	**10**	**10**	**5**	**0**	**25**	**843**	**868**

All Values are presented in Thousands (1 x 1000)

West County Trail - Petaluma to Merced

Function Area:

DS

Request: RP16015

Department/Division:

Regional Parks / 4 - Santa Rosa

Project Description

The Joe Rodota Trail portion of the West County Trail was completed and has been open to public use since 1990. In August 2014, the Sonoma County Transportation Authority installed an automated counter to count the number of pedestrians and bicyclists using the trail for a two week period. The counter recorded over 700 trail users on Sunday August 10 and over 650 trail users on Sunday August 17. Sections of the paved trail and gravel shoulders have deteriorated over the 25 years and are in need of repairs. Repairs would include shoulder backfill, pavement crack repair and replacement, and pavement seal. This project area also includes the Joe Rodota Trail bridge replacement, which is described and funded as a unique project.

Additional acquisition and construction is needed connect the Joe Rodota Trail with the Laguna de Santa Rosa Trail near the City of Sebastopol. This 0.2 mile seasonal trail would cross under Highway 12 at the Laguna de Santa Rosa. An easement is needed from Caltrans.

Project Cost by Phase	
Acquisition:	5
Design/PM:	15
Construction:	25
Furniture/Reloc:	0
Other:	0
Project Total:	45

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	5
Other:	0
OM Total:	5

Personnel:

Revenue/Refund:

Service Impact:

Increase for maintaining expanded facility.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Unfunded	0	0	10	35	0	0	0	45	0	45
TOTALS:	**0**	**0**	**10**	**35**	**0**	**0**	**0**	**45**	**0**	**45**

All Values are presented in Thousands (1 x 1000)

Westside Park Boat Launch

Function Area:

DS

Request: RP10008

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

This Westside Boat Launch improvement project has added a third boat launch lane, new boarding floats, new pathways, and improve the parking lot and fish cleaning station. This project improves access and accommodate heavy use, especially during fishing season. The new facilities are fully accessible and meet park obligations identified in the Sonoma County Self Evaluation and Transition Plan (S.E.T.P.). Planning work including environmental compliance and regulatory permitting is complete, funded with a California Division of Boating & Waterways grant. Allocated tobacco funding and park mitigation fees are funding the design and construction of accessibility and barrier removal improvements. Construction occurred fall 2016. Minor items remain and will be completed in fall 2017. Additional eelgrass mitigation is required, based on new State standards. Up to two acres of mitigation and monitoring through 2021 will require additional funding, which is being sought to complete this work.

Project Cost by Phase	
Acquisition:	0
Design/PM:	513
Construction:	1,800
Furniture/Reloc:	0
Other:	0
Project Total:	2,313

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	3
Other:	-10
OM Total:	-7

Personnel:	0
Revenue/Refund:	10

Service Impact:

Improvements will increase revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Boating & Waterways	2,040	0	0	0	0	0	0	0	0	2,040
General Fund-Disabled Access	200	0	0	0	0	0	0	0	0	200
Park Mitigation Fees-1	33	0	0	0	0	0	0	0	0	33
Unfunded	0	0	20	5	5	5	5	40	0	40
TOTALS:	**2,273**	**0**	**20**	**5**	**5**	**5**	**5**	**40**	**0**	**2,313**

All Values are presented in Thousands (1 x 1000)

Westside Park Renovation and Major Maintenance

Function Area: **Request: RP18010**

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

This project includes grading and drainage improvements to the existing facilities; pavement rehabilitation of the campground road, parking areas, campsites and paths; and replacement of aging restroom and shower fixtures, and campground amenities. This project will improve access and accommodate heavy use. Full hook-ups will be considered for some of the camp sites. The redeveloped restroom and renovated facilities will be fully accessible and meet park obligations identified in the Sonoma County Self Evaluation and Transition Plan.

In addition, this project includes an assessment of existing park facilities and evaluating opportunities to meet current and future coastal park needs for the community and region. The last master plan update was completed over 30 years ago, and uses and management considerations have evolved. Grant funding will be sought to complete this work.

Project Cost by Phase	
Acquisition:	0
Design/PM:	380
Construction:	912
Furniture/Reloc:	0
Other:	0
Project Total:	1,292

Operation and Maintenance Cost	
Utilities:	20
Maintenance:	10
Other:	-40
OM Total:	-10

Personnel:	
Revenue/Refund:	40

Service Impact:

Increase for maintaining new facility offset by increased revenues.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Major Maintenance	0	0	0	10	30	0	0	40	0	40
Unfunded	0	0	0	0	52	1,000	0	1,052	200	1,252
TOTALS:	**0**	**0**	**0**	**10**	**82**	**1,000**	**0**	**1,092**	**200**	**1,292**

All Values are presented in Thousands (1 x 1000)

Willow Creek

Function Area: **Request: RP13006**

DS

Department/Division:

Regional Parks / 1 - Sonoma Coast

Project Description

Collaborate with State Parks and other public and private partners for planning public access to Sonoma County Agricultural Preservation & Open Space District protected lands in the Willow Creek environs.

Project Cost by Phase	
Acquisition:	0
Design/PM:	60
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	60

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No change

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Foundation	7	3	5	0	0	0	0	5	0	15
Unfunded	0	0	20	25	0	0	0	45	0	45
TOTALS:	**7**	**3**	**25**	**25**	**0**	**0**	**0**	**50**	**0**	**60**

All Values are presented in Thousands (1 x 1000)

Wohler Beach Improvements

Function Area: **Request: RP16017**

DS

Department/Division:

Regional Parks / 2 - North County

Project Description

This project includes improving Wohler Beach River Access by renovating the boat launch, installing a permanent restroom, upgrading and connecting river access paths, interpretive signage, and other amenities. The site sees heavy use, especially in fishing season. The project will improve the safety, health, environmental quality, and provide additional recreational and educational opportunities. Integrating with the Water Agency's Westside Water Education Center will add value for students enrolled in field study programs providing connections to open space lands.

Project Cost by Phase	
Acquisition:	0
Design/PM:	50
Construction:	230
Furniture/Reloc:	0
Other:	0
Project Total:	280

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	14
Other:	0
OM Total:	14

Personnel:	0
Revenue/Refund:	

Service Impact:

Increase for maintaining new structure

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Park Mitigation Fees-2	0	5	0	0	0	0	0	0	0	5
Park Mitigation Fees-3	0	0	0	0	5	0	0	5	0	5
Unfunded	0	0	0	0	0	270	0	270	0	270
TOTALS:	**0**	**5**	**0**	**0**	**5**	**270**	**0**	**275**	**0**	**280**

All Values are presented in Thousands (1 x 1000)

Sonoma County Regional Parks

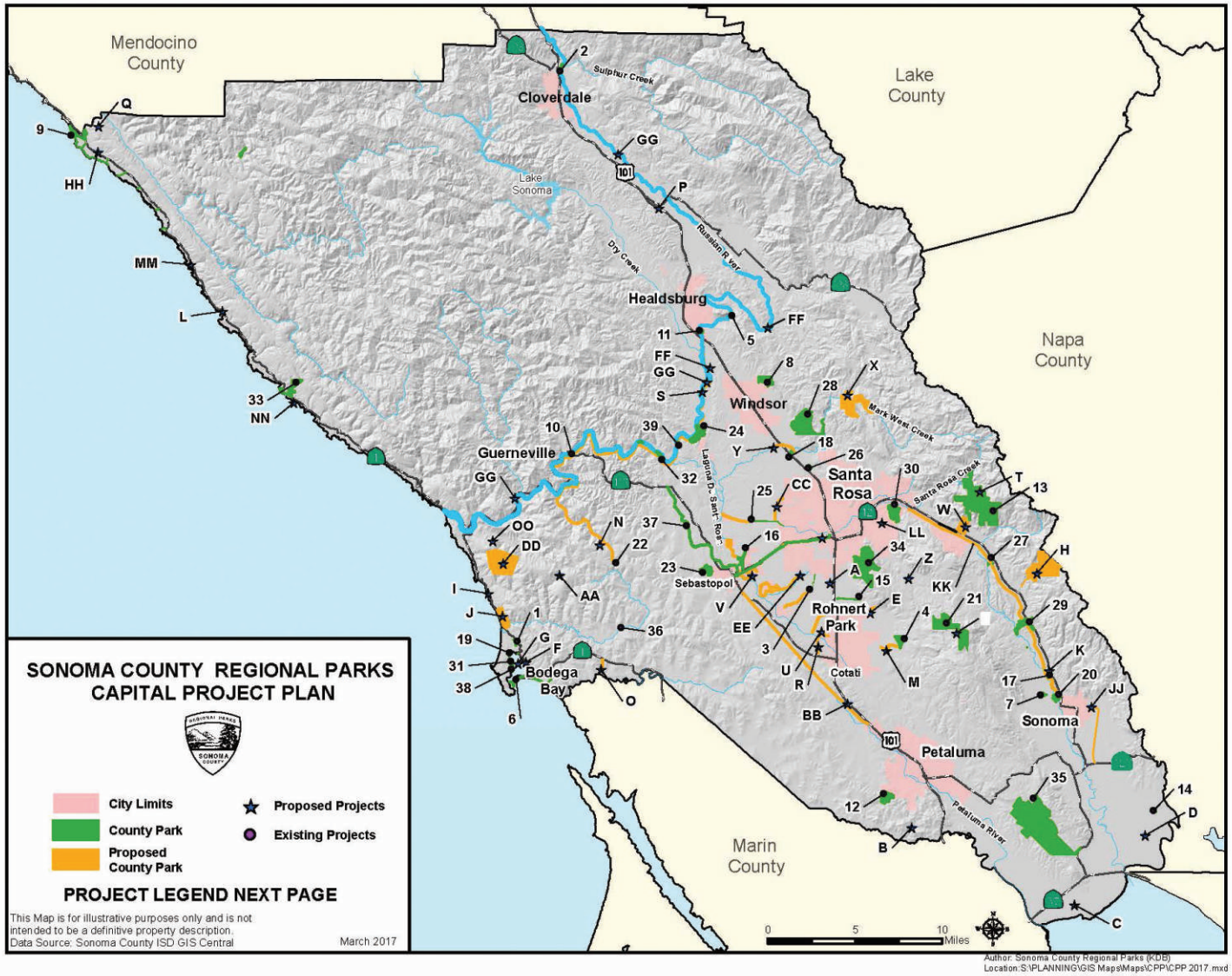
Existing Parks / Capital Projects

1.	Bodega Bay Bike & Pedestrian Trail	28.	Shiloh Ranch Park
	Coastal Prairie	29.	Sonoma Valley Park
2.	Cloverdale River Park	30.	Spring Lake Park &
3.	Colgan Creek Bikeway		Environmental Discovery Center
4.	Crane Creek Park	31.	Spud Point Marina
5.	Del Rio Woods	32.	Steelhead Beach
6.	Doran Park	33.	Stillwater Cove Park
7.	Ernie Smith Community Park	34.	Taylor Mountain Park & Preserve
8.	Foothill Park	35.	Tolay Lake Park
9.	Gualala Point Park	36.	Watson School
10.	Guerneville River Park	37.	West County/Joe Rodota Trail
11.	Healdsburg Veterans Memorial Beach		Bridge Replacement
			Forestville
12.	Helen Putnam Park		Green Valley Road
13.	Hood Mountain Park & Preserve		North Wright Rd. to
14.	Hudeman Slough Boat Launch		Sebastopol Rd.
15.	Hunter Creek Trail		Occidental Road
16.	Laguna Trail - Kelly Farm		Petaluma to Merced Ave.
17.	Larson Park	38.	Westside Park
18.	Maddux Park	39.	Wohler Beach Improvements
19.	Mason's Marina		
20.	Maxwell Farms Park		
21.	North Sonoma Mountain Park & Preserve		
22.	Occidental Community Center		
23.	Ragle Ranch Park		
24.	Riverfront Park		
25.	Santa Rosa Creek Trail		
26.	Schopflin Fields		
27.	Shaw Park		

Proposed Parks / Capital Projects

A.	Andy's Unity Park	W.	Los Guilicos
B.	Bay Area Ridge Trail		Hood House
C.	Bay Trail - Petaluma		Upland Trails
D.	Bay Trail - Sonoma	X.	Mark West Creek Park &
E.	Bellevue Creek Trail		Preserve
F.	Bodega Bay Bike & Pedestrian Trail	Y.	Mark West Creek Trail
	Harbor	Z.	Matanzas Creek Park
	North Harbor	AA.	Occidental to Coast Trail
	Smith Brothers Road	BB.	Petaluma - Sebastopol Trail
G.	Bodega Bay Dredging		
H.	Calabazas Creek Preserve	CC.	Peterson Creek Trail
I.	California Coastal Trail	DD.	Poff Ranch Preserve
J.	Carrington Ranch	EE.	Roseland Creek Trail
K.	Central Sonoma Valley Trail	FF.	Russian River Bike Trail
L.	Coastal Trail Kashia Pomo		Lower Reach
M.	Copeland Creek Trail		Middle Reach
N.	Dutch Bill Creek Bikeway	GG.	Russian River Water Trail
O.	Estero Trail		Lower Reach
P.	Geyserville River Access		Middle Reach
Q.	Gualala Point Park Expansion		Upper Reach
R.	Gossage Creek Bikeway	HH.	Sea Ranch Bikeway
S.	Hanson Russian River Access & Trail	II.	Sonoma Mountain
T.	Hood Mountain Park & Preserve	JJ.	Sonoma Schellville Trail
	Graywood Trail	KK.	Sonoma Valley Trail
	McCormick Addition	LL.	Spring Lake Greenway
	Santa Rosa Creek Headwaters	MM.	Stewarts Point Trail
U.	Laguna Bikeway	NN.	Timber Cove Coastal Trail
V.	Laguna Trail	OO	Willow Creek Preserve
	Alpha Farm	.	
	Balletto to Occidental Road		
	Brown Farm		
	Stone Farm		

Sonoma County Regional Parks



PROJECT DETAILS
DEVELOPMENT SERVICES
TRANSPORTATION & PUBLIC WORKS

The following pages provide detailed descriptions of each project included in this section, including cost and funding information. To find a specific project, please also see the alphabetical project listing in the Appendix of this Capital Improvement Plan

Overview

The Transportation and Public Works Department is responsible for critical services and infrastructure, including roads and public transit, an airport, multiple waste disposal sites, street lighting and four small water systems.

Our Mission

To plan, build, manage, and maintain Sonoma County's investment in quality services and infrastructure.

Our Vision

Leading the way to a safe and sustainable community through stewardship and innovation

The 2017-2022 Transportation and Public Works Capital Improvement Plan includes improvement and maintenance projects within the Airport, Integrated Waste, Road, and Transit divisions of the department.

In FY 2016-17 the following projects will be completed:

- Healdsburg Intermodal Facility
- Highway 12 Sidewalk Improvements
- Adobe at East Washington Intersection Improvements
- 2016 Pavement Preservation Program

Airport Division

Division Mission

To operate and maintain airfield facilities for airline passenger services as well as corporate, recreational, law enforcement, emergency medical transport and firefighting aircraft.

Capital Improvement Plan Objective

The goal of the proposed five year plan is to construct improvements that increase the efficiency, safety and utility of the Airport for airline, commercial aviation and recreational users consistent with Board objectives and as required by evolving federal security and safety regulations.

Division Master Plan

On January 24, 2012 the Board approved the Airport Master Plan and related General Plan and zoning amendments. The Airport maintains operational, security Administration Regulations Part 139 and Transportation Security Administration requirements and regulations and safety standards in accordance with Federal Aviation.

Scheduling of Projects

Projects are scheduled as funding is secured and to meet the ongoing safety and security requirements of the regulatory agencies.

Changes from Prior Plans

No new projects were added to the plan, updates were made to the Terminal and Long Term Parking Lot projects. In fall of 2017 the Runway Extension Phase 2 – Service Roads is expected to be completed.

Cost and Financing

The majority of large improvement projects at the Airport are funded with Federal Aviation Administration grants. Funding for operations and for the local match requirement of state and federal funding comes from Airport operating revenues and Passenger Facility Charges.

Integrated Waste Division

Division Mission

To provide ecological solutions to solid waste disposal, natural gas recovery, electrical generation, recycling, and community hazardous waste disposal.

Capital Improvement Plan Objective

The goal of the five year plan is to implement required maintenance projects that ensure Federal and State environmental protection requirements are met for the closed landfills that remain the County's responsibility.

Division Master Plan

The County has worked with the Cities and other stakeholders to identify a long term solution for the handling of solid waste in Sonoma County. On April 1, 2015 the Board of Supervisors approved a Master Operations Agreement with Republic Services for the operation and maintenance of the Central Disposal Site. The Master Operations Agreement provides for the operation and maintenance of the Central Disposal Site and the four rural transfer stations. In addition, the Master Operations Agreement provides for any needed capital projects to be implemented by the contractor. County staff continues to maintain the seven closed landfills as outlined in the Landfill Settlement Agreement approved by the Board on March 3, 2015.

Scheduling of Projects

Projects are scheduled to ensure Federal and State environmental protection requirements for the closed landfills with an effort to spread expenses evenly over a period of years to align with the incoming revenue streams.

Changes from Prior Plans

No significant changes reflected in the 2017-2022 Five-Year Plan; only revisions where necessary to the remaining maintenance projects to reflect additional information and new regulatory requirements.

Cost and Financing

The maintenance projects for the Former Urban Landfills (Airport, Healdsburg, Roblar and Sonoma) are funded from concession fees collected by Republic Services under the terms of the Master Operations Agreement and expended by the terms of the Landfill Settlement Agreement. The remaining maintenance projects for the Former Rural Landfills (Annapolis, Guerneville, and Occidental) continue to be funded through solid waste franchise fees.

Roads Division

Division Mission

To perform design, construction and maintenance of all roads, bridges and minor drainage systems within the County road system and keep the roads open and safely passable for public use.

Capital Improvement Plan Objective

The goal of the five year plan is to identify projects that will: upgrade and invest in the existing roads and bridges to keep them in serviceable conditions minimizing maintenance in the future years; address particular safety concerns; improve or restore traffic capacity; and improve pedestrian and bicycle circulation.

Division Master Plan

The Roads division is responsible for maintaining all of the roads and bridges found in the unincorporated areas of the County. This

responsibility involves a breadth of project types and funding sources and therefore utilizes multiple mechanisms for developing project priorities.

The Long Term Road Plan, approved by the Board in October of 2014, provides an evaluation framework for determining which roads will be selected for surface improvement within a given year, balancing factors such as average daily traffic, existing pavement condition, bike and transit relevance, proximity to public safety facilities and Supervisorial District. The plan also addresses the need to continue to invest in the worst county roads regardless of above mentioned evaluation framework.

The Division also utilizes the State Bridge Assessment Program in which State personnel examine the County's bridges and rates them using fixed criteria as to their condition and eligibility to qualify for Federal Rehabilitation Funds.

Additionally, not all projects lend themselves to master planning due to their unique restrictions or specifics of a particular funding source; the department's overall goal is to maximize use of all funding available to invest in the County's road and bridge infrastructure while balancing the other needs and priorities of the Board and Department.

Scheduling of Projects

Projects are planned according to established protocols as appropriate; however, the availability and deadlines associated with specific funding sources often dictate the timeline for project delivery. Projects planned for the future with undetermined funding will be delayed until funding is secured.

Changes from Prior Plans

The Occidental ADA Sidewalk Project, future federally funded pavement work, and a pedestrian pathway on Crocker Road Bridge, have been added to the plan. Projects completed in FY 2016-17 include the Hwy 12 Sidewalk Improvement project in the Springs Area of the Sonoma Valley and Adobe at East Washington Street Intersection Improvements.

Cost and Financing

Roads and Bridge projects are funded with a wide variety of funding sources including federal, state and local dollars. The amount available from each of these revenue sources varies, sometimes quite widely, from year to year.

As a component of the financing for The Long Term Road Plan, the Board has committed to an ongoing contribution of General Fund annually towards preservation of the County road network including funds specifically earmarked for the worst roads in the County.

The federal funds shown are subject to authorization through the state and regional transportation agencies with adoption of yearly regional and state transportation improvement plans. The availability of traffic mitigation fees is subject to the rate of development. Traffic mitigation funds can only be used for capacity increasing improvements, not for maintenance of existing facilities.

Transit Division

Division Capital Improvement Mission

Provide necessary facilities required for maintenance, repair, management, and operation of County-supported public transportation services.

Division Objectives

To be responsive to the transit travel demands of Sonoma County residents; to provide efficient and cost-effective public transportation services between Sonoma County's incorporated cities and unincorporated communities; and be responsive to local governments who fund Sonoma County Transit services through annual Transportation Development Act, State Transit Assistance and Measure M contributions.

Division Master Plan

Projects are designed to accommodate transit and park and ride users in the present, and commuter rail passengers in the future. Projected demand and available funding determine the scope and design of each project.

Scheduling of Projects

Sonoma County Transit completed the Healdsburg Intermodal Facility at the city's old Northwestern Pacific Railroad Depot.

Changes from Prior Plans

The current five-year plan only includes one project, the Transit Facility Remodel.

Cost and Financing

Capital projects for Sonoma County Transit are funded by grants obtained by federal, state, and local entities.

Aircraft Rescue and Firefighting Building

Function Area: **Request: TPW12009**

Development Services

Department/Division:

Transportation & Public Works / Airport Division

Project Description

Design and construction of new Aircraft Rescue and Firefighting building. The existing Aircraft Rescue and Firefighting building was built in 1972 and no longer meets standards for Aircraft Rescue and Firefighting buildings. With new Federal Aviation Administration guidelines for aircraft safety and protection the Aircraft Rescue and Firefighting building no longer meets standards. The site of the existing building also interferes with the new airport terminal and will need to be moved before the construction of the proposed terminal begins.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,250
Construction:	6,000
Furniture/Reloc:	0
Other:	250
Project Total:	7,500

Operation and Maintenance Cost	
Utilities:	15
Maintenance:	10
Other:	0
OM Total:	25

Personnel:	0
Revenue/Refund:	0

Service Impact:

10% local match that will be funded through Passenger Facility Charges or operational revenues

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	0	0	0	227	680	5,893	0	6,800	0	6,800
Local	0	0	0	23	70	607	0	701	0	701
TOTALS:	**0**	**0**	**0**	**250**	**750**	**6,500**	**0**	**7,500**	**0**	**7,500**

All Values are presented in Thousands (1 x 1000)

Airport Perimeter Fence Enhancement

Function Area: **Request: TPW16001**

Development Services

Department/Division:

Transportation & Public Works / Airport Division

Project Description

Improvement project to raise the height of existing perimeter fence to control wildlife per Federal Aviation Administration requirements. This project will be 90% funded by a Federal Aviation Administration grant.

Project Cost by Phase	
Acquisition:	0
Design/PM:	175
Construction:	275
Furniture/Reloc:	0
Other:	0
Project Total:	450

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

10% local match funded by Passenger Facility Charges or operational revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	0	0	136	272	0	0	0	408	0	408
Local	0	0	14	28	0	0	0	42	0	42
TOTALS:	**0**	**0**	**150**	**300**	**0**	**0**	**0**	**450**	**0**	**450**

All Values are presented in Thousands (1 x 1000)

Asphalt Repair/Rejuvenation/Hangar Painting and Reroofing:

Function Area: **Request: TPW12003**

Development Services

Department/Division:

Transportation & Public Works / Airport Division

Project Description

Ongoing asphalt and hangar maintenance and reconstruction. Includes Airport terminal ramp rehabilitation, apron F rehabilitation, Taxiway D realignment and Taxiway Z demolition. Additional capital projects include Taxiways A, E, C, D and G overlay design and construction as well as Runway 14/32 and Runway 2/20 rehabilitation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	3,031
Construction:	17,175
Furniture/Reloc:	0
Other:	0
Project Total:	20,206

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Asphalt and hangar maintenance is budgeted each year based on priorities. 10% local match will be funded by Passenger Facility Charges or operational revenue

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	72	2,176	0	408	6,052	589	6,845	13,894	900	17,041
Local	8	425	200	242	823	261	905	2,431	300	3,164
TOTALS:	**80**	**2,601**	**200**	**650**	**6,875**	**850**	**7,750**	**16,325**	**1,200**	**20,206**

All Values are presented in Thousands (1 x 1000)

Industrial Building Repairs

Function Area: **Request: TPW13001**

Development Services

Department/Division:

Transportation & Public Works / Airport Division

Project Description

This project will consist of the replacement of the Heating Ventilation and Air Conditioning system and the re-roofing of the Airport office building at 2290 Airport Blvd.

Project Cost by Phase	
Acquisition:	0
Design/PM:	20
Construction:	371
Furniture/Reloc:	0
Other:	0
Project Total:	390

Operation and Maintenance Cost	
Utilities:	10
Maintenance:	12
Other:	0
OM Total:	22

Personnel:	0
Revenue/Refund:	0

Service Impact:

Project is expected to be funded with operational revenues

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local	140	0	150	100	0	0	0	250	0	390
TOTALS:	**140**	**0**	**150**	**100**	**0**	**0**	**0**	**250**	**0**	**390**

All Values are presented in Thousands (1 x 1000)

Land Acquisition

Function Area: **Request: TPW13002**

Development Services

Department/Division:

Transportation & Public Works / Airport Division

Project Description

Project consists of the fee simple acquisition of land underlying the runway approaches, including the cost of relocation, demolition, and fencing. Acquisition of this land will protect the approaches to the runway by ensuring compatible land uses. Properties have been identified as part of the Airport Master Plan but require current property owner(s) to agree to sale.
The Airport has been approached by the owners of the Mumm property located on the Southern edge of the airport and have begun preliminary discussions regarding terms of sale. Initial estimate for the transaction is $1,000,000 of which 90% would be funded by an Federal Aviation Administration grant.

Project Cost by Phase	
Acquisition:	900
Design/PM:	0
Construction:	0
Furniture/Reloc:	50
Other:	50
Project Total:	1,000

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	
Other:	0
OM Total:	

Personnel:	0
Revenue/Refund:	0

Service Impact:

10% local match that will be funded through Passenger Facility Charges or operational revenues

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	0	0	900	0	0	0	0	900	0	900
Local	0	0	100	0	0	0	0	100	0	100
TOTALS:	**0**	**0**	**1,000**	**0**	**0**	**0**	**0**	**1,000**	**0**	**1,000**

All Values are presented in Thousands (1 x 1000)

Parking Lot

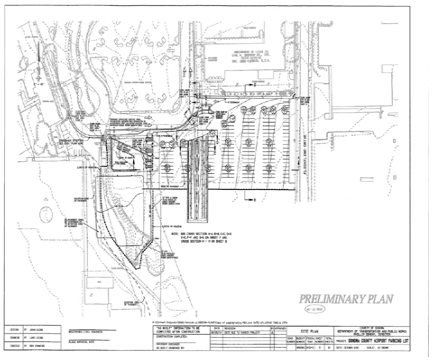
Function Area: **Request: TPW13004**

Development Services

Department/Division:

Transportation & Public Works / Airport Division

Project Description



Construct Phase I and II of new long term auto parking lot is required in order to accommodate the increase in air passengers. Approximately 400 new automobile parking spaces will be added and the entire airport parking facility will be upgraded with a state-of-the-art payment system at exit gates and the cashier's booth. The project will be funded by a County backed Certificate of Participation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	550
Construction:	3,450
Furniture/Reloc:	0
Other:	0
Project Total:	4,000

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Additional revenue generated from increase in parking will offset the loan payment

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local	0	500	3,500	0	0	0	0	3,500	0	4,000
TOTALS:	**0**	**500**	**3,500**	**0**	**0**	**0**	**0**	**3,500**	**0**	**4,000**

All Values are presented in Thousands (1 x 1000)

Runway Extension - Phase 2

Function Area: **Request: TPW15001**

Development Services

Department/Division:

Transportation & Public Works / Airport Division

Project Description

Phase 2 of the Runway Extension project involves paving service roads and the installation of a bridge over Airport Creek, expected to be completed Fall of 2017. This project is 90% funded by a Federal Aviation Administration grant.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	2,200
Furniture/Reloc:	0
Other:	0
Project Total:	2,200

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	10
Other:	0
OM Total:	10

Personnel:	0
Revenue/Refund:	0

Service Impact:

10% local match that will be funded through Passenger Facility Charges or operational revenues

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	0	450	1,541	0	0	0	0	1,541	0	1,991
Local	0	50	159	0	0	0	0	159	0	209
TOTALS:	**0**	**500**	**1,700**	**0**	**0**	**0**	**0**	**1,700**	**0**	**2,200**

All Values are presented in Thousands (1 x 1000)

Solar

Function Area: **Request: TPW12011**

Development Services

Department/Division:

Transportation & Public Works / Airport Division

Project Description

This project consists of the procurement and installation of solar panels over the new long term parking lot. The goal is for a the Airport to construct the solar array and then sell it to a private entity to operate and manage. This private/public partnership would allow the Airport to recoup the cost of construction and lock in current electric rates for the next twenty years.

Project Cost by Phase	
Acquisition:	0
Design/PM:	300
Construction:	1,700
Furniture/Reloc:	0
Other:	0
Project Total:	2,000

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	
Other:	0
OM Total:	

Personnel:	0
Revenue/Refund:	0

Service Impact:

10% local match that will be funded through Passenger Facility Charges or operational revenues

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local	0	0	200	1,800	0	0	0	2,000	0	2,000
TOTALS:	**0**	**0**	**200**	**1,800**	**0**	**0**	**0**	**2,000**	**0**	**2,000**

All Values are presented in Thousands (1 x 1000)

Terminal Improvements

Function Area: **Request: TPW12010**

Development Services

Department/Division:

Transportation & Public Works / Airport Division

Project Description

Phase I and Circulation Reconfiguration includes a new passenger hold room with seating for approximately 250 people, security check point expansion to two lanes and relocation of baggage claim and car rentals to avoid overcrowding. This phase of terminal expansion will be funded with a County backed Certificate of Participation.

Phase II of this capital request includes the environmental assessment and design of a new terminal section directly North of the existing terminal. This phase will be 90% funded by an Federal Aviation Administration grant.

Project Cost by Phase	
Acquisition:	0
Design/PM:	4,250
Construction:	19,250
Furniture/Reloc:	0
Other:	0
Project Total:	23,500

Operation and Maintenance Cost	
Utilities:	35
Maintenance:	25
Other:	2
OM Total:	62

Personnel:	0
Revenue/Refund:	0

Service Impact:

The anticipated expenditures will be included in the annual budget request

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	0	0	0	450	0	900	0	1,350	0	1,350
Local	0	600	5,610	13,954	1,986	0	0	21,550	0	22,150
TOTALS:	**0**	**600**	**5,610**	**14,404**	**1,986**	**900**	**0**	**22,900**	**0**	**23,500**

All Values are presented in Thousands (1 x 1000)

Airport Closed Landfill Maintenance

Function Area: **Request: TPW15010**

Development Services

Department/Division:

Transportation & Public Works / Integrated Waste Division

Project Description

Purchase California Tiger Salamander mitigation credits ($1,200,000), Permit and Resource Management Department services ($50,000); wetland mitigation ($50,000) and regrade portions of the Airport closed landfill cover ($150,000) above clay cap to address deficiencies in the landfill cover due to the settlement of refuse mass, erosion, desiccation, and cracking of vegetative cover.

Project Cost by Phase	
Acquisition:	50
Design/PM:	50
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	100

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	150
Other:	1,301
OM Total:	1,451

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local - Concession Fees	51	1,350	150	0	0	0	0	150	0	1,551
TOTALS:	**51**	**1,350**	**150**	**0**	**0**	**0**	**0**	**150**	**0**	**1,551**

All Values are presented in Thousands (1 x 1000)

Annapolis Closed Landfill Maintenance

Function Area: **Request: TPW14002**

Development Services

Department/Division:

Transportation & Public Works / Integrated Waste Division

Project Description

Regrade portions of the Annapolis closed landfill cover above clay cap to address deficiencies in the landfill cover due to the settlement of refuse mass, erosion, desiccation, cracking of vegetative cover, and to correct sags. Ongoing maintenance of the landfill cap is required by the post-closure maintenance plan. Add leachate tank ($5,000) and pad ($15,000). Ditch lining and road improvements ($40,000). Add perimeter fencing ($140,000).

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	0

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	519
Other:	0
OM Total:	519

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local - Franchise Fees	184	60	200	25	0	50	0	275	0	519
TOTALS:	**184**	**60**	**200**	**25**	**0**	**50**	**0**	**275**	**0**	**519**

All Values are presented in Thousands (1 x 1000)

Guerneville Closed Landfill Maintenance

Function Area: **Request: TPW00113**

Development Services

Department/Division:

Transportation & Public Works / Integrated Waste Division

Project Description

Complete construction of a leachate containment and pumping station. Additional work includes (1) construction of an over side drain and energy dissipater to correct severe erosion on the north side of the closed landfill; (2) construction of a retaining wall to support the earthen slope on the edge of the closed landfill below the metals recycling bunker; (3) complete the lower pump station; and (4) adding a gabion wall protection. The County is evaluating the placement of additional leachate storage at the subject site, where if applicable a geotechnical evaluation of siting conditions will be necessary. Add fencing and ditch lining.

Project Cost by Phase	
Acquisition:	50
Design/PM:	345
Construction:	1,807
Furniture/Reloc:	0
Other:	0
Project Total:	2,202

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	830
Other:	0
OM Total:	830

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local - Franchise Fees	2,241	140	200	0	250	100	100	650	0	3,031
TOTALS:	**2,241**	**140**	**200**	**0**	**250**	**100**	**100**	**650**	**0**	**3,031**

All Values are presented in Thousands (1 x 1000)

Healdsburg Closed Landfill Maintenance

Function Area: **Request: TPW14003**

Development Services

Department/Division:

Transportation & Public Works / Integrated Waste Division

Project Description

Regrade portions of the Healdsburg closed landfill cover above clay cap to address deficiencies in the landfill cover due to the settlement of refuse mass, erosion, desiccation, cracking of vegetative cover, and to correct sags in leachate and gas conveyance piping. Ongoing maintenance of the landfill cap is required by the post-closure maintenance plan. Tie flare system into the Supervisory Control and Data Acquisition system and allow for remote turn off of the Supervisory Control and Data Acquisition system ($15,000). Road improvements ($50,000) and perimeter fencing ($175,000).

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	0

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	1,821
Other:	0
OM Total:	1,821

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local - Franchise Fees	1,167	94	250	200	10	100	0	560	0	1,821
TOTALS:	**1,167**	**94**	**250**	**200**	**10**	**100**	**0**	**560**	**0**	**1,821**

All Values are presented in Thousands (1 x 1000)

Sonoma Closed Landfill Maintenance

Function Area: **Request: TPW00012**

Development Services

Department/Division:

Transportation & Public Works / Integrated Waste Division

Project Description

Add drainage improvements and toe burm to improve slope stabilization. Make road improvements and add ditch lining. Initiate sump investigation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	250
Furniture/Reloc:	0
Other:	0
Project Total:	250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	726
Other:	0
OM Total:	726

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local - Concession Fees	171	180	100	300	100	100	25	625	0	976
TOTALS:	**171**	**180**	**100**	**300**	**100**	**100**	**25**	**625**	**0**	**976**

All Values are presented in Thousands (1 x 1000)

2017 Rehabilitation of Various Streets - One Bay Area Grant Project

Function Area: **Request: TPW14010**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Project includes roadway rehabilitation on five County roads. The roads include Corby Avenue and Dutton Avenue, D Street and Windsor Road and River Road. The roadway rehabilitation will consist of asphalt concrete overlays, American with Disabilities Act improvements, restriping and guard rail improvements.

Project Cost by Phase	
Acquisition:	0
Design/PM:	380
Construction:	3,800
Furniture/Reloc:	0
Other:	0
Project Total:	4,180

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact to Operating Budget

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	0	0	3,377	0	0	0	0	3,377	0	3,377
Local - General Fund	0	0	350	0	0	0	0	350	0	350
Local - Road Fund	0	100	353	0	0	0	0	353	0	453
TOTALS:	**0**	**100**	**4,080**	**0**	**0**	**0**	**0**	**4,080**	**0**	**4,180**

All Values are presented in Thousands (1 x 1000)

2019 Rehabilitation of Various Streets in Sonoma County

Function Area: **Request: TPW17004**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Pavement rehabilitation of Corby Avenue from Hearn Avenue to Santa Rosa City Limit; Dutton Avenue from Hearn Avenue to South Avenue; and Stony Point Road from Highway 116 to Rohnert Park Expressway. Length of the project is approximately 2.35 miles.

Project Cost by Phase	
Acquisition:	0
Design/PM:	270
Construction:	2,663
Furniture/Reloc:	0
Other:	0
Project Total:	2,933

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No net impact on operating budget

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	0	0	0	239	2,361	0	0	2,600	0	2,600
Local - General Fund	0	0	0	31	302	0	0	333	0	333
TOTALS:	**0**	**0**	**0**	**270**	**2,663**	**0**	**0**	**2,933**	**0**	**2,933**

All Values are presented in Thousands (1 x 1000)

Airport Boulevard and Highway 101 Interchange Landscaping Project

Function Area: **Request: TPW14004**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Design and planting of a landscaping for the interchange at Highway 101 and Airport Boulevard. This is a County led project that is part of the Measure M Airport Area Project plan that will visually improve the area surrounding the interchange. It is anticipated this project will be completed in Fiscal Year 17-18

Project Cost by Phase	
Acquisition:	0
Design/PM:	344
Construction:	740
Furniture/Reloc:	0
Other:	0
Project Total:	1,084

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

There will be some on-going costs associated with watering plants until they are established. Cost unknown at this time.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local - Measure M	275	645	164	0	0	0	0	164	0	1,084
TOTALS:	**275**	**645**	**164**	**0**	**0**	**0**	**0**	**164**	**0**	**1,084**

All Values are presented in Thousands (1 x 1000)

Annual Pavement Preservation Program

Function Area: **Request: TPW15004**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

This project is the placeholder for the Annual Pavement Preservation Program to be funded with General Fund dollars. Roads and treatment types to be selected based on the Road Evaluation Framework approved by the Board in fall of 2014. In Fiscal Year 2016-17 the entire two-year program approved by the Board in Spring of 2015 was delivered. In Summer of 2017, a $21.7M program is planned to be delivered which includes $10.7M of the additional one-time funds approved by the Board in November of 2015. The $11.5M in on-going General Fund contribution is adjusted by any required match on federal surface treatment projects throughout the plan. Additionally the annual amount is reduced by the $662K annual payment to be made to City of Santa Rosa as part of the Roseland Annexation agreement and reductions for future federal pavement cycles.

Project Cost by Phase	
Acquisition:	0
Design/PM:	16,545
Construction:	93,755
Furniture/Reloc:	0
Other:	0
Project Total:	110,300

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local - General Fund	20,400	18,500	21,700	11,270	10,985	10,935	11,300	66,190	0	105,090
Local - Road Fund	0	4,500	0	0	0	0	0	0	0	4,500
TOTALS:	**20,400**	**23,000**	**21,700**	**11,270**	**10,985**	**10,935**	**11,300**	**66,190**	**0**	**109,590**

All Values are presented in Thousands (1 x 1000)

Boyes Boulevard over Sonoma Creek Replacement - 20C0262

Function Area: **Request: TPW96027**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Mandatory seismic replacement of bridge on Boyes Boulevard over Sonoma Creek. Existing bridge is deemed seismically deficient by State of California. Not eligible for toll credits.

Project Cost by Phase	
Acquisition:	0
Design/PM:	2,190
Construction:	6,000
Furniture/Reloc:	0
Other:	250
Project Total:	8,440

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	875	354	0	1,771	3,541	0	0	5,312	0	6,541
Local - Traffic Mitigation	113	166	525	234	0	0	0	759	0	1,038
State	152	0	0	0	0	0	0	0	0	152
Undetermined	0	0	0	0	459	250	0	709	0	709
TOTALS:	**1,140**	**520**	**525**	**2,005**	**4,000**	**250**	**0**	**6,780**	**0**	**8,440**

All Values are presented in Thousands (1 x 1000)

Chalk Hill Road Over Mayacama Creek Bridge Replacement - 20C0242

Function Area: **Request: TPW14005**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Mandatory seismic replacement of existing one-lane bridge with two-lane bridge. All phases of project eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	531
Construction:	6,000
Furniture/Reloc:	0
Other:	250
Project Total:	6,781

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	59	10	100	100	100	100	62	462	6,000	6,531
Undetermined	0	0	0	0	0	0	0	0	250	250
TOTALS:	**59**	**10**	**100**	**100**	**100**	**100**	**62**	**462**	**6,250**	**6,781**

All Values are presented in Thousands (1 x 1000)

Countywide Bridge Maintenance Program

Function Area: **Request: TPW16004**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

The purpose of the Bridge Preventive Maintenance Program is to extend the life of County's bridges by performing certain maintenance activities that are authorized by the Federal Highway Administration. This project identifies bridges in the County that meet the Highway Bridge Program funding criteria and require preventive maintenance work to correct minor deficiencies early in a bridge's life. The proposed work is based on inspections performed by staff and work recommendations made in the biannual bridge inspection reports prepared by Caltrans' Structure Maintenance and Investigations. The bridge preventive maintenance work will involve some combination of (1) cleaning and patching deck spalls, (2) applying a high molecular weight methacrylate to the deck surface, (3) replacing the seals at deck joints, and (4) barrier rail resurfacing.

Project Cost by Phase	
Acquisition:	0
Design/PM:	73
Construction:	658
Furniture/Reloc:	0
Other:	0
Project Total:	731

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	0	0	162	485	0	0	0	647	0	647
Local - Road Fund	0	0	21	63	0	0	0	84	0	84
TOTALS:	**0**	**0**	**183**	**548**	**0**	**0**	**0**	**731**	**0**	**731**

All Values are presented in Thousands (1 x 1000)

Crocker Road Bridge Bike and Pedestrian Passage

Function Area: **Request: TPW17003**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

The project proposes construction of a Class I bicycle and pedestrian facility which would incorporate the existing piers on the north side of Crocker Bridge. The new Class I facility would remove a significant active transit barrier for two disadvantaged neighborhoods and provide a direct multi-modal transportation connection to essential services and industries including, but not limited to, public schools, employment center, transit, postal service, performing arts, repair and maintenance, food services, retail merchants, and health care. Additional improvements associated with the project include new Americans with Disabilities Act compliant pedestrian ramps and supplemental bike lane signing and striping.

Project Cost by Phase	
Acquisition:	0
Design/PM:	750
Construction:	2,750
Furniture/Reloc:	0
Other:	0
Project Total:	3,500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No net impact to operating budget

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	0	0	0	0	664	0	2,434	3,098	0	3,098
Local - Road Fund	0	0	0	0	86	0	316	402	0	402
TOTALS:	**0**	**0**	**0**	**0**	**750**	**0**	**2,750**	**3,500**	**0**	**3,500**

All Values are presented in Thousands (1 x 1000)

Franz Valley School Road over Franz Creek Bridge Replacement

Function Area: **Request: TPW16002**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Bridge replacement on Franz Valley School Road over Franz Creek. The project consists of building a new two lane bridge roughly parallel to the existing steel girder bridge and demolishing the existing bridge. All phases of project eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	601
Construction:	2,804
Furniture/Reloc:	0
Other:	250
Project Total:	3,655

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	31	50	100	100	100	100	70	470	2,804	3,355
Undetermined	0	0	0	0	0	0	50	50	250	300
TOTALS:	**31**	**50**	**100**	**100**	**100**	**100**	**120**	**520**	**3,054**	**3,655**

All Values are presented in Thousands (1 x 1000)

Freestone Flat Road over Salmon Creek Bridge Replacement - 20C0440

Function Area: **Request: TPW11036**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Bridge replacement to widen from one lane to two lanes the structure on Freestone Flat Road over Salmon Creek. All phases of project eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	723
Construction:	3,150
Furniture/Reloc:	0
Other:	250
Project Total:	4,123

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	349	40	90	90	0	1,000	2,150	3,330	0	3,719
Undetermined	0	0	0	0	153	0	0	153	250	403
TOTALS:	**349**	**40**	**90**	**90**	**153**	**1,000**	**2,150**	**3,484**	**250**	**4,123**

All Values are presented in Thousands (1 x 1000)

Geysers Road over Big Sulphur Creek Bridge Replacement - 20C005

Function Area: **Request: TPW09048**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Mandatory seismic replacement on Geysers Road over Big Sulphur Creek. Existing bridge is seismically deficient and too narrow for two-lane traffic. It is also structurally inadequate to carry some of the heavy trucks that transport equipment to the Geysers power plants. Right of way and construction phases eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,208
Construction:	6,767
Furniture/Reloc:	0
Other:	600
Project Total:	8,575

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	326	66	159	390	100	6,777	0	7,426	0	7,818
Local - Road Fund	44	9	51	0	0	0	0	51	0	104
Undetermined	0	0	0	53	0	0	0	53	600	653
TOTALS:	**370**	**75**	**210**	**443**	**100**	**6,777**	**0**	**7,530**	**600**	**8,575**

All Values are presented in Thousands (1 x 1000)

Geysers Road over Fraiser Creek Bridge Replacement - 20C0227

Function Area: **Request: TPW11035**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Bridge replacement to widen from one lane to two lanes the structure on Geysers Road over Fraiser Creek.

Project Cost by Phase	
Acquisition:	0
Design/PM:	991
Construction:	4,543
Furniture/Reloc:	0
Other:	250
Project Total:	5,784

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	303	200	100	100	100	100	88	488	4,543	5,534
Undetermined	0	0	0	0	0	0	0	0	250	250
TOTALS:	**303**	**200**	**100**	**100**	**100**	**100**	**88**	**488**	**4,793**	**5,784**

All Values are presented in Thousands (1 x 1000)

Geyserville Pedestrian Improvements

Function Area: **Request: TPW14006**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Installation of sidewalks, pavement markings, and street lighting along Geyserville Avenue and Highway 128 in downtown Geyserville.

Project Cost by Phase	
Acquisition:	0
Design/PM:	423
Construction:	600
Furniture/Reloc:	0
Other:	0
Project Total:	1,023

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Small impact to operating budget for continued operation and maintenance of street lights, cost unknown at this time.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local - Tribal	0	0	0	0	0	200	274	474	0	474
State	49	0	0	0	0	0	0	0	0	49
Undetermined	0	0	0	0	0	0	0	0	500	500
TOTALS:	**49**	**0**	**0**	**0**	**0**	**200**	**274**	**474**	**500**	**1,023**

All Values are presented in Thousands (1 x 1000)

Hauser Bridge Road over South Fork Gualala River Bridge Replacement - 20C0240

Function Area: **Request: TPW11034**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Bridge replacement to widen from one lane to two lanes the structure on Hauser Bridge Road over South Fork of Gualala River. All phases of project are eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	2,428
Construction:	4,712
Furniture/Reloc:	0
Other:	250
Project Total:	7,390

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	1,021	1,000	4,712	0	0	0	0	4,712	0	6,733
Local - Road Fund	0	200	457	0	0	0	0	457	0	657
TOTALS:	**1,021**	**1,200**	**5,169**	**0**	**0**	**0**	**0**	**5,169**	**0**	**7,390**

All Values are presented in Thousands (1 x 1000)

Highway 116 and Mirabel Road Intersection Improvements

Function Area: **Request: TPW04044**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Roundabout and channelization at intersection of State Route 116 and Mirabel Road. This project will reconstruct and lower a section of State Route 116 between Mirabel Road and Hidden Lake Road to improve sight distance. Will improve traffic flow during peak commute hours. Part of Measure M Strategic Plan.

Project Cost by Phase	
Acquisition:	0
Design/PM:	4,422
Construction:	10,783
Furniture/Reloc:	0
Other:	0
Project Total:	15,205

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local - Measure M	0	0	0	0	0	0	2,000	2,000	0	2,000
Local - Traffic Mitigation	1,732	500	0	0	0	0	0	0	0	2,232
State	430	0	0	0	0	0	0	0	0	430
Undetermined	0	0	0	0	0	0	0	0	10,543	10,543
TOTALS:	**2,162**	**500**	**0**	**0**	**0**	**0**	**2,000**	**2,000**	**10,543**	**15,205**

All Values are presented in Thousands (1 x 1000)

Jimtown Bridge Scour Repair - 20C0006

Function Area: **Request: TPW12031**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Scour repair of the Jimtown Bridge on Alexander Valley Road over the Russian River to enhance stability of the existing structure.

Project Cost by Phase	
Acquisition:	0
Design/PM:	450
Construction:	4,250
Furniture/Reloc:	0
Other:	300
Project Total:	5,000

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	104	0	0	0	0	0	0	0	0	104
Local - Tribal	40	20	0	0	0	0	500	500	0	560
Undetermined	0	0	0	0	0	0	500	500	3,836	4,336
TOTALS:	**144**	**20**	**0**	**0**	**0**	**0**	**1,000**	**1,000**	**3,836**	**5,000**

All Values are presented in Thousands (1 x 1000)

King Ridge Road over Austin Creek Bridge Replacement - 20C0433

Function Area: **Request: TPW07041**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Replacement of existing bridge on King Ridge Road over Austin Creek (Ohmmann's Bridge) with a clear span bridge due to severe scour issues. All phases of project eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	828
Construction:	3,312
Furniture/Reloc:	0
Other:	250
Project Total:	4,391

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	277	66	100	100	100	100	76	476	3,312	4,132
Local - Road Fund	0	9	0	0	0	0	0	0	0	9
Undetermined	0	0	0	0	0	0	0	0	250	250
TOTALS:	**277**	**75**	**100**	**100**	**100**	**100**	**76**	**476**	**3,562**	**4,391**

All Values are presented in Thousands (1 x 1000)

Lambert Bridge Road Over Dry Creek Bridge Replacement - 20C0248

Function Area: **Request: TPW14007**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Mandatory seismic replacement of existing one-lane bridge with a two-lane bridge. All phases of project eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,190
Construction:	5,985
Furniture/Reloc:	0
Other:	700
Project Total:	7,875

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact on Operating Budget

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	687	0	100	100	100	128	2,985	3,413	3,000	7,100
Local - Road Fund	0	75	0	0	0	0	0	0	0	75
Undetermined	0	0	0	0	0	0	0	0	700	700
TOTALS:	**687**	**75**	**100**	**100**	**100**	**128**	**2,985**	**3,413**	**3,700**	**7,875**

All Values are presented in Thousands (1 x 1000)

Mark West Springs Road at Lorraine/Michele Way Intersection Improvements

Function Area: **Request: TPW03056**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Widening of roadway to include left turn lane and expansion of shoulders to six feet wide for increased capacity and safer access for bicyclists and pedestrians. Part of Measure M Strategic Plan.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,239
Construction:	2,426
Furniture/Reloc:	0
Other:	700
Project Total:	4,365

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local - Measure M	0	0	0	0	0	0	0	0	1,000	1,000
Local - Road Fund	39	0	0	0	0	0	0	0	0	39
Undetermined	0	0	0	0	0	0	1,200	1,200	2,126	3,326
TOTALS:	**39**	**0**	**0**	**0**	**0**	**0**	**1,200**	**1,200**	**3,126**	**4,365**

All Values are presented in Thousands (1 x 1000)

Mirabel Road Shoulder Widening Phase I

Function Area: **Request: TPW04042**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Shoulder improvements on Mirabel Road between Highway 116 and River Road to improve pedestrian and bicyclist access and safety in two phases. Phase 1 - Highway 116 to Davis Street (current project) and Phase 2 - Davis Street to River Road (future project). Part of Measure M Strategic Plan.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,887
Construction:	4,167
Furniture/Reloc:	0
Other:	0
Project Total:	6,054

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local - Quarry Mitigation	137	0	0	0	0	0	800	800	400	1,337
State	200	0	0	0	0	0	0	0	0	200
Undetermined	0	0	0	0	0	0	0	0	4,517	4,517
TOTALS:	**337**	**0**	**0**	**0**	**0**	**0**	**800**	**800**	**4,917**	**6,054**

All Values are presented in Thousands (1 x 1000)

Monte Rio Bridge Replacement - 20C0018

Function Area:

Development Services

Request: TPW11052

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Mandatory seismic replacement. Existing bridge is deemed seismically deficient by State of California. To be replaced with a new bridge downstream of existing location. Not eligible for toll credits. State Proposition 1B Seismic funds to be used as offset to local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	2,978
Construction:	16,674
Furniture/Reloc:	0
Other:	500
Project Total:	20,152

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	181	35	500	500	500	500	266	2,266	14,761	17,243
Local - Road Fund	2	5	149	0	0	0	0	149	0	156
State	23	0	0	0	0	0	0	0	0	23
Undetermined	0	0	0	85	85	85	62	317	2,413	2,730
TOTALS:	**206**	**40**	**649**	**585**	**585**	**585**	**328**	**2,731**	**17,174**	**20,152**

All Values are presented in Thousands (1 x 1000)

Occidental Americans With Disabilities Act Settlement Project

Function Area: **Request: TPW17002**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Construct Americans with Disabilities Act improvements including curb ramps and sidewalks in accordance with settlement agreement conditions and schedule

Project Cost by Phase	
Acquisition:	5
Design/PM:	450
Construction:	1,895
Furniture/Reloc:	0
Other:	0
Project Total:	2,350

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local - Road Fund	0	200	2,150	0	0	0	0	2,150	0	2,350
TOTALS:	**0**	**200**	**2,150**	**0**	**0**	**0**	**0**	**2,150**	**0**	**2,350**

All Values are presented in Thousands (1 x 1000)

One Bay Area Grant - Farm to Market Project - Bodega Highway

Function Area: **Request: TPW14011**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

The proposed construction work will include conform grinding, removal and replacement of failed asphalt in localized areas, installation of thermoplastic striping, installation of Americans with Disabilities Act compliant curb ramps, cross walks, pedestrian and bicycle signage, shoulder backing, and guard rail improvements. The project limits are from the city limits of Sebastopol west to Sexton Road approximately 2 miles along Bodega Highway.

Project Cost by Phase	
Acquisition:	0
Design/PM:	175
Construction:	1,000
Furniture/Reloc:	0
Other:	0
Project Total:	1,175

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact to Operating Budget.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	0	0	1,000	0	0	0	0	1,000	0	1,000
Local - General Fund	0	0	150	0	0	0	0	150	0	150
Local - Road Fund	0	25	0	0	0	0	0	0	0	25
TOTALS:	**0**	**25**	**1,150**	**0**	**0**	**0**	**0**	**1,150**	**0**	**1,175**

All Values are presented in Thousands (1 x 1000)

Pavement Rehabilitation of River Road County Federal-Aid Secondary

Function Area: **Request: TPW17001**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Pavement rehabilitation of River Road from Trenton-Healdsburg Road to railroad tracks just west of the Fulton, post mile 19.77-24.60. Length of the project is approximately 4.83 miles

Project Cost by Phase	
Acquisition:	0
Design/PM:	112
Construction:	3,527
Furniture/Reloc:	0
Other:	0
Project Total:	3,639

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	0	0	0	0	100	3,164	0	3,264	0	3,264
Local - General Fund	0	0	0	0	12	363	0	375	0	375
TOTALS:	**0**	**0**	**0**	**0**	**112**	**3,527**	**0**	**3,639**	**0**	**3,639**

All Values are presented in Thousands (1 x 1000)

Penngrove Railroad Safety Improvements

Function Area: **Request: TPW16003**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

The purpose of this project is to design and construct minor improvements within the Penngrove area to improve pedestrian safety around the railroad tracks. Improvements to include pedestrian swing gates, concrete bulb outs and various other items such as signs and striping.

Project Cost by Phase	
Acquisition:	0
Design/PM:	250
Construction:	2,000
Furniture/Reloc:	0
Other:	0
Project Total:	2,250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local - General Fund	38	220	492	1,500	0	0	0	1,992	0	2,250
TOTALS:	**38**	**220**	**492**	**1,500**	**0**	**0**	**0**	**1,992**	**0**	**2,250**

All Values are presented in Thousands (1 x 1000)

River Road over Gill Creek Bridge Replacement - 20C0406

Function Area: **Request: TPW11038**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Bridge replacement to widen from one lane to two lanes the structure on River Road over Gill Creek in Geyserville area. All phases of project are eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,018
Construction:	4,862
Furniture/Reloc:	0
Other:	250
Project Total:	6,130

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	468	150	100	100	100	100	0	400	4,862	5,880
Undetermined	0	0	0	0	0	0	0	0	250	250
TOTALS:	**468**	**150**	**100**	**100**	**100**	**100**	**0**	**400**	**5,112**	**6,130**

All Values are presented in Thousands (1 x 1000)

Stony Point at Roblar Road Intersection Improvements

Function Area: **Request: TPW03051**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Signalization and channelization of intersection of Stony Point Road at Roblar Road. This will improve traffic flow and increase the safety of the intersection.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,381
Construction:	2,600
Furniture/Reloc:	0
Other:	0
Project Total:	3,981

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Local - Other	81	0	0	0	160	0	0	160	0	241
Undetermined	0	0	0	0	640	300	2,800	3,740	0	3,740
TOTALS:	**81**	**0**	**0**	**0**	**800**	**300**	**2,800**	**3,900**	**0**	**3,981**

All Values are presented in Thousands (1 x 1000)

Watmaugh Road over Sonoma Creek Bridge Replacement - 20C0017

Function Area: **Request: TPW08030**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Mandatory seismic replacement of bridge on Watmaugh Road over Sonoma Creek. Existing bridge is deemed seismically deficient by State of California. Caltrans has indicated that Watmaugh Road Bridge has one of the lowest sufficiency ratings in the entire state of California. Not toll credit eligible.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,715
Construction:	5,000
Furniture/Reloc:	0
Other:	250
Project Total:	6,965

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	797	0	0	0	133	4,427	0	4,559	0	5,356
Local - Road Fund	261	200	300	0	0	0	0	300	0	761
State	7	0	0	0	0	0	0	0	0	7
Undetermined	0	0	0	0	17	574	0	591	250	841
TOTALS:	**1,065**	**200**	**300**	**0**	**150**	**5,000**	**0**	**5,450**	**250**	**6,965**

All Values are presented in Thousands (1 x 1000)

West Dry Creek Road Over Pena Creek Bridge Replacement - 20C0407

Function Area: **Request: TPW14008**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Mandatory seismic replacement of existing one-lane bridge with a two-lane bridge. Current bridge deemed seismically deficient. All phases of project eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	900
Construction:	4,000
Furniture/Reloc:	0
Other:	250
Project Total:	5,150

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact on Operating Budget.

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	741	50	49	1,000	3,000	0	0	4,049	0	4,840
Local - Road Fund	0	0	60	0	0	0	0	60	0	60
Undetermined	0	0	0	0	0	250	0	250	0	250
TOTALS:	**741**	**50**	**109**	**1,000**	**3,000**	**250**	**0**	**4,359**	**0**	**5,150**

All Values are presented in Thousands (1 x 1000)

Wohler Road over Mark West Creek Bridge Replacement - 20C0139

Function Area: **Request: TPW96057**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Mandatory seismic replacement of bridge on Wohler Road over Mark West Creek. Existing bridge is deemed seismically deficient by State of California. "Little Wohler" has an adverse alignment that will be corrected as part of the replacement. Construction and right-of-way phases eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,354
Construction:	4,817
Furniture/Reloc:	0
Other:	250
Project Total:	6,421

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	612	0	30	0	4,817	0	0	4,847	0	5,459
Local - Road Fund	156	100	400	0	0	0	0	400	0	656
State	56	0	0	0	0	0	0	0	0	56
Undetermined	0	0	0	0	0	250	0	250	0	250
TOTALS:	**824**	**100**	**430**	**0**	**4,817**	**250**	**0**	**5,497**	**0**	**6,421**

All Values are presented in Thousands (1 x 1000)

Wohler Road over Russian River Bridge Retrofit - 20C0155

Function Area: **Request: TPW96053**

Development Services

Department/Division:

Transportation & Public Works / Roads Division

Project Description

Mandatory seismic retrofit of historic bridge on Wohler Road over the Russian River. Existing bridge is deemed seismically deficient by State of California. Construction eligible for toll credits to offset local match.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,627
Construction:	8,962
Furniture/Reloc:	0
Other:	250
Project Total:	10,839

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Federal	750	0	0	4,481	4,481	0	0	8,962	0	9,712
Local - Road Fund	250	50	380	0	0	0	0	380	0	680
State	72	25	100	0	0	0	0	100	0	197
Undetermined	0	0	0	0	0	250	0	250	0	250
TOTALS:	**1,072**	**75**	**480**	**4,481**	**4,481**	**250**	**0**	**9,692**	**0**	**10,839**

All Values are presented in Thousands (1 x 1000)

Transit Facility Remodel

Function Area: **Request: TPW15008**

Development Services

Department/Division:

Transportation & Public Works / Transit Division

Project Description

This project calls for modernizing the Sonoma County Transit operating facility that was constructed in 1984. Improvements will be made throughout the facility which includes administrative offices, dispatch center, drivers' room, restrooms and maintenance areas. Project elements include heating, ventilation and air conditioning upgrades, energy efficient lighting throughout, reconfiguration of interior spaces to maximize use, new roof, wall covering, flooring and skylights. It is envisioned that the project will be funded by Federal Transit Administration and Transit Development Act funds.

Project Cost by Phase	
Acquisition:	0
Design/PM:	215
Construction:	1,200
Furniture/Reloc:	0
Other:	0
Project Total:	1,415

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

No Net Impact

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
State	0	0	100	115	0	0	0	215	0	215
Undetermined	0	0	0	1,200	0	0	0	1,200	0	1,200
TOTALS:	**0**	**0**	**100**	**1,315**	**0**	**0**	**0**	**1,415**	**0**	**1,415**

All Values are presented in Thousands (1 x 1000)

PROJECT DETAILS
DEVELOPMENT SERVICES
SONOMA COUNTY WATER AGENCY

Overview

Our Mission

The Sonoma County Water Agency (Water Agency), a special district, was created in 1949 by an act of the California State Legislature. The Water Agency is a wholesale supplier of water to parts of Sonoma and Marin counties; provides flood control services and sanitation services; and has the authority to generate electricity and provide recreational facilities in connection with its facilities. Environmental regulations impacting its core functions have resulted in the Water Agency actively engaged in natural resource (e.g., fisheries, wetlands, etc.) protection, recovery, and enhancement. The Water Agency is implementing the Russian River Biological Opinion, issued by the National Marine Fisheries Service in September 2008, to improve operations for the benefit of endangered Coho salmon and threatened Steelhead and Chinook salmon.

Mission Statement

Securing our future by investing in our Water Resources, Environment and Community.

This mission statement and the Water Agency's values are reflected in its Strategic Plan – a five year plan of goals and strategies to address the Water Agency's most pressing needs in the areas of Organizational Operations, Sanitation, Water Supply, Energy and Flood Control. This plan guides the Water Agency as it addresses the challenges it faces in pursuing its mission. The projects in this Capital Projects Plan are derived from the objectives in the Water Agency's Strategic Plan (www.scwa.ca.gov/strategicplan/) and from its Water Supply Strategies Action Plan (www.scwa.ca.gov/water-supply-strategy).

Agency Objectives

Water Transmission and Supply Systems

The Water Agency provides high quality drinking water to more than 600,000 people in Sonoma and Marin counties. From its large collector wells near the Russian River, the Water Agency distributes naturally filtered water to the cities of Santa Rosa, Rohnert Park, Cotati, Petaluma and Sonoma; the Town of Windsor; and Valley of the Moon and North Marin water districts. These cities and water districts (water contractors) distribute the water to residents and businesses.

The Water Agency's transmission and supply goals as outlined in the 2017 strategic plan include: (1) protecting the drinking water supply and promoting water use efficiency; and (2) maintaining and improving the reliability of the Water Transmission System.

Flood Control

Flood risks in most communities in Sonoma County have been reduced through the construction of flood protection facilities which include flood control channels and stormwater detention reservoirs. The Water Agency maintains these flood protection facilities in a manner that balances public safety and environmental needs.

The Water Agency's flood control goal as outlined in the 2017 strategic plan includes strategies to: (1) assess, maintain, and upgrade flood protection facilities; (2) increase effectiveness of stream maintenance activities; (3) strengthen an integrated watershed management approach to flood protection; and (4) pursue new sources of funding.

Sonoma County Water Agency

Sanitation Systems

The Water Agency manages and operates eight different sanitation districts and zones throughout Sonoma County that serve more than 50,000 people. These include the Sonoma Valley, Russian River, Occidental and South Park County sanitation districts and the Geyserville, Penngrove, Sea Ranch and Airport-Larkfield-Wikiup sanitation zones. High-quality tertiary treated recycled water is an important source of water that helps offset potable water demands.

The Water Agency's sanitation goals as outlined in the 2017 strategic plan include strategies to: (1) assess, maintain, and upgrade wastewater treatment and reuse facilities to improve operational reliability; (2) decrease overflows from wastewater collection systems; and (3) improve financial health of wastewater treatment and water reuse systems.

Purpose and Background of Funds

The Water Agency's Capital Projects Plan identifies projects to be constructed over the next five years and designed to meet the Water Agency's mission and strategic objectives.

Water Transmission

In order to reliably, safely, and efficiently supply potable water to its eight water contractors, the Water Agency plans, performs environmental reviews, designs, and constructs capital improvement projects. The expansion and improvement of the water transmission system is included in the terms and conditions of the Restructured Agreement for Water Supply (Agreement) between the Water Agency and its water contractors. The water contractors' Water Advisory Committee and/or Technical Advisory Committee meets regularly (Water Advisory Committee quarterly and Technical Advisory Committee monthly) with the Water Agency to discuss the scheduling and financing of water transmission system projects and other water supply and transmission system issues.

Capital improvements made to the water transmission system are typically funded from the Storage Facilities Fund, the Aqueduct Capital Funds (Santa Rosa, Petaluma, Sonoma aqueducts), and the Common Facilities Fund to meet the needs of the water contractors for the facilities identified under the Agreement. Capital projects have been scheduled to accommodate funding limitations, to provide the least disruption to existing facilities and water contractors, and to allow an orderly and timely start-up to meet the conditions of the Agreement or any new laws or regulations governing drinking water suppliers. and water reuse systems.

Water Supply

The Water Supply funds include the Russian River Projects Fund, the Recycled Water Fund and the Warm Springs Dam Fund. These three funds are used: (1) to pay the costs for water supply and erosion control activities along the Russian River arising from assurances given by the Water Agency for the construction of the Coyote Valley Dam Project and Warm Springs Dam Project; (2) to pay the costs incurred by the Water Agency in securing and defending its appropriative water rights necessary for the realization of the full benefit of those projects; (3) to pay the costs incurred by the Water Agency in operating the Coyote Valley Dam and Warm Springs Dam Projects; (4) to pay the costs for water supply issues arising from activities of the Potter Valley Project; and (5) for fishery enhancement programs to ensure compliance with environmental regulations and pay for recycled water projects.

Sonoma County Water Agency

Special Revenue Funds–Flood Control Zones

The Special Revenue Funds described below are used to construct and improve flood control facilities and to provide program support services for the flood control zones in Sonoma County. Common types of features constructed to help alleviate flooding are channelization works, bypass conduit systems, diversion and detention systems. In addition, natural systems are maintained to provide flood control capacity. Sonoma County is divided into nine major watershed areas. Flood control zones were created encompassing eight of these watersheds. Zone 1A (Laguna-Mark West), Zone 2A (Petaluma River), and Zone 3A (Valley of the Moon/Upper Sonoma Creek) have the most active flood control programs. Zone 4A (Upper Russian River) and Zone 6A (Dry Creek) are completely inactive. Zone 5A (Lower Russian River) and Zone 8A (South Coastal) are less active than Zones 1A, 2A, and 3A, with only ongoing maintenance of existing facilities being performed. Zone 7A (North Coastal) has minimal fund reserves earning interest. The ninth watershed area, covering the lower portions of Sonoma Creek and the Petaluma River, was never established as a zone.

Flood control zones were created to reduce the frequency of flooding within the zone through construction of facilities to safely handle projected storm flows. An appointed advisory committee for each active zone meets regularly to make recommendations to the Water Agency's Board of Directors regarding priorities for flood protection projects within each zone. Proposed projects are evaluated in consideration of historical flooding problems, areas benefited, alternative funding available, special safety and health factors, coordination with other public projects, and environmental concerns.

Flood Control Zone 1A is the watershed area that drains into and includes the Laguna de Santa Rosa and Mark West Creek.

Flood Control Zone 2A is the watershed area in Sonoma County that drains into and includes the Petaluma River, with the exception of the most southerly portion of the area, which consists primarily of reclaimed tidelands.

Flood Control Zone 3A is the watershed area in Sonoma County that drains into and includes Sonoma Creek, generally north of Highway 121.

The primary funding source for all three Zones is an ad valorem property tax. In the past, capital projects in Zone 1A and 2A were also funded by a voter-approved 10-year benefit assessment program for flood control, which ended June 30, 2007. Some additional funds are sometimes available from cities, the County, and community development sources to construct flood control projects. In more recent years, grants from state bond measures have also been a source of funding for flood control projects.

Sanitation

The Water Agency owns and operates four sanitation zones, which include Airport-Larkfield-Wikiup, Geyserville, Penngrove, and Sea Ranch. The Water Agency is also responsible for the overall management (including operation) of four County Sanitation Districts. The four districts include Occidental, Russian River, Sonoma Valley, and South Park. Each County Sanitation District exists as a separate legal entity. The sanitation zones operate as zones of benefit, similar to the Water Agency's flood control zones. Sanitation projects are scheduled according to the specific needs for each zone or district. Funding of projects may be accomplished by Federal and/or State grants, state revolving fund

loans, certificates of participation, notes, revenue bonds, or on a pay-as-you-go basis.

Airport-Larkfield-Wikiup Sanitation Zone

The Airport-Larkfield-Wikiup Sanitation Zone treatment facility was originally designed as a zero discharge facility with the ability to treat wastewater to secondary wastewater treatment standards. The treatment facility was initially constructed in 1983 and has been expanded twice since then (1989 and 1997). Tertiary filters were installed at the treatment facility in 2005 allowing expanded use of the recycled water produced by the Airport Sanitation Zone. The treatment facility currently has a dry weather capacity of 0.9 million gallons per day. The Water Agency has completed a sewer master plan and developed a computer model of the Airport collection system.

Geyserville Sanitation Zone

The Geyserville Sanitation Zone treatment facility became operational in 1981 and is designed to treat an average dry weather flow of up to 92,000 gallons per day. The current and future treatment facility inflows are expected to remain less than the treatment and disposal capacity of the Geyserville facilities.

Occidental County Sanitation District

The Occidental County Sanitation District treatment plant first became operational in 1950 and was upgraded in 1970 and 1975. The plant is designed to treat an average daily dry weather flow of up to 50,000 gallons per day to secondary treatment standards. Each year, between October 1 and May 14, treated wastewater from the Occidental County Sanitation District is discharged into Dutch Bill Creek under a permit from the North Coast Regional Water Quality Control Board. During the balance of the year, treated wastewater is used for irrigation.

The Occidental County Sanitation District faces serious financial and operational difficulties. Due to the district's small ratepayer base, operating revenues are not sufficient to fund ongoing operations, maintenance and administrative activities. The Water Agency annually subsidizes from its General Fund the Occidental County Sanitation District. In addition, the Occidental County Sanitation District is under a cease and desist order from the North Coast Regional Water Quality Control Board to end discharges of secondary treated wastewater into Dutch Bill Creek by 2018. In order to comply with this order, the Water Agency is pursuing a project to truck wastewater to another treatment facility for contracted treatment and disposal. The ability to increase rates in this district is limited, and funding for any significant capital project would be financed mostly through outside funding, as available.

Penngrove Sanitation Zone

Water Agency operations in the Penngrove Sanitation Zone are limited to administrative services and operation/maintenance of the collection system and pumping station. The wastewater collected by the Penngrove Sanitation Zone collection system flows through the City of Petaluma's collection system to the City of Petaluma's wastewater treatment facility where it is treated to meet tertiary standards.

Russian River County Sanitation District

The Russian River County Sanitation District treatment plant was completed in September of 1980 and began operating in 1982. The Russian River County Sanitation District treatment plant is designed to treat an average dry weather flow of up to 0.71 mgd to advanced (tertiary) wastewater treatment standards. The Russian River County Sanitation District has an easement on approximately 77 acres of forest area adjacent

to the treatment plant (referred to as the Burch property). Seventeen acres of the easement are best suited for irrigation purposes and are currently used for spray irrigation. In addition, approximately 43 acres of turf at the Northwood Golf Course are irrigated with tertiary treated wastewater. Expansion of the dry weather disposal area is necessary in order to ensure adequate disposal of dry weather inflow.

The treatment plant has historically experienced operational difficulties associated with major flooding on the Russian River. Soon after the Water Agency assumed operations of the facility in 1996, engineering and environmental documentation began to address operational problems associated with Russian River flood events, the irrigation system, and obsolete equipment at the Russian River County Sanitation District treatment plant.

The North Coast Regional Water Quality Control Board adopted a series of enforcement orders for the Russian River County Sanitation District in response to violations associated with flood events. In response, the Russian River County Sanitation District began implementation of a series of short- and long-term projects aimed at bringing the facility into compliance. The facility was brought into compliance with the completion of the Third Unit Process project in early 2005. This project, along with modifications to the lift station operations during flooding events in the Guerneville area, allows the treatment plant to pass all influent through the full treatment process. This was not possible during flood events prior to completion of the Third Unit Process Project.

In an effort to eliminate the discharge of treated wastewater containing chlorine-based disinfection by-products into the Russian River, the District, in 2012, upgraded its treatment facility to utilize ultraviolet disinfection technology. In 2014, the treatment facilities were further enhanced to reduce nitrogen and phosphorus based nutrient discharges to the Russian River.

In addition, Russian River County Sanitation District has completed a Sanitary Sewer Capacity Assessment and developed a computer model of its collection system. Russian River County Sanitation District also conducted a multi-hazard reliability assessment and developed a draft Local Hazard Mitigation Plan for its collection, treatment, and recycled water systems.

Sea Ranch Sanitation Zone

The Sea Ranch Sanitation Zone consists of two wastewater collection and treatment systems located in Central and North Sea Ranch. The Central and North treatment facilities both provide treatment to secondary wastewater treatment standards.

These collection and disposal systems operate independently and are isolated from each other. The Central and North treatment facilities are designed to treat average daily dry weather flows of up to 27,000 and 160,000 gallons per day, respectively. Treated wastewater from the Central treatment facility is disposed of through irrigation on land that is adjacent to the treatment facility. Currently, the North treatment facility pumps raw wastewater to the Gualala Community Services District's wastewater treatment facility where it is combined with Gualala Community Services District's influent and treated to tertiary standards. The combined effluent of North and Gualala Community Services District's treatment facility is disposed of through irrigation on the Sea Ranch Golf Links. The Sea Ranch Water Company is under contract to operate and maintain the Sea Ranch Sanitation Zone facilities

for the Water Agency.

The Water Agency and The Sea Ranch Association, owner of the Sea Ranch Water Company, continue to investigate options for the continued operation of the Sea Ranch Sanitation Zone. Options being considered include executing an agreement between the Water Agency and the Sea Ranch Association for the continued operation of the sewer facilities and/or the transfer of all assets, liabilities, and management responsibilities to the Association.

Sonoma Valley County Sanitation District

The Sonoma Valley County Sanitation District provides sewage collection, tertiary level treatment of wastewater, and disposal service for the Sonoma Valley area. Wastewater is collected by a gravity system and flows to the Sonoma Valley County Sanitation District wastewater treatment facility for processing. Recycled water is used to irrigate local crops during the summer. During the winter, treated wastewater is provided to the Napa-Sonoma Salt Ponds for environmental restoration of the ponds, or is otherwise discharged to San Pablo Bay via Schell Slough and Hudeman Slough. The Sonoma Valley County Sanitation District treatment facility is permitted to treat an average daily dry weather flow of up to 3.0 million gallons per day.

In April 2002, the Sonoma Valley County Sanitation District completed a wet weather overflow prevention study (a study that complied with a San Francisco Bay Regional Water Quality Control Board issuance of a Notice of Violation for sewer system overflows in April of 1999). This study identified areas within the Sonoma Valley County Sanitation District collection system where repair and/or replacement projects were most needed, including numerous trunk main and collection system projects. The Sonoma Valley County Sanitation District has implemented a capital replacement program with the long-term intent of replacing these pipeline sections.

In 2012, construction was completed on a new 100 acre-foot storage pond for recycled water. This pond, which was funded by a combination federal Bureau of Reclamation and district funds, allows recycled water to be used for increased agricultural irrigation, restoration of the Napa-Sonoma salt marsh, and urban uses. In addition, in 2013, construction was completed on the Napa Sonoma Salt Marsh pipeline, which allowed delivery of 1,700 acre feet annually of recycled water to help restore a 640-acre former salt pond. In 2014, construction was completed on a new sludge dewatering facility that reduces the District's expenses for disposing of biosolids. In 2017, the Sonoma Valley County Sanitation District completed a new pipeline that allows the District to also provide recycled water for urban reuse purposes, including school and park facilities.

In 2015, the San Francisco Bay Regional Water Quality Control Board issued a cease and desist order to the Sonoma Valley County Sanitation District for wet weather discharges from its collection system between 2010 and 2015. The order requires the Sonoma Valley County Sanitation District to complete certain capital improvements by 2024 to address capacity deficiencies in the collection system. This Capital Projects Plan includes substantial investment in trunk main replacement/rehabilitation projects to comply with this order.

In addition, the Sonoma Valley County Sanitation District has recently completed a master plan and computer model of its collection system. The Sonoma Valley County Sanitation District has also conducted a multi-hazard reliability assessment and prepared a Local Hazard Mitigation Plan,

approved by FEMA in 2016, for its collection, treatment, and recycled water systems.

South Park County Sanitation District

The South Park County Sanitation District provides service to the South Park area using a gravity collection system that discharges to the City of Santa Rosa's collection system. Wastewater from the South Park County Sanitation District is treated and disposed of by the City of Santa Rosa at the Laguna Sub-regional Treatment Plant on Llano Road. In July of 1996, the City of Santa Rosa accepted responsibility for the operation and routine maintenance of the collection system.

An agreement for transfer of responsibility to the City of Santa Rosa of collection system operation and maintenance, and subsequent dissolution of the South Park County Sanitation District, was finalized on February of 1996. The agreement has been amended several times in the subsequent years. Under this agreement the South Park County Sanitation District was to be dissolved and transferred to the City of Santa Rosa, subject to certain conditions that included the replacement, slip-line, or repair of 41,610 feet of the collection system and upgrade of the Todd Road lift station before transfer of the South Park County Sanitation District to the City of Santa Rosa.

In 2012, an amended and restated agreement recognized that dissolution of the District and transfer to the City of Santa Rosa could not occur without annexation by the City, and therefore, a specific schedule for dissolution was removed from the agreement, along with specific targets for collection system improvements. Nonetheless, the District and City are continuing to work collaboratively in addressing needed collection system upgrades with the understanding that dissolution and transfer to the City will ultimately occur.

On December 22, 1998, the North Coast Regional Water Quality Control Board released a draft Cleanup and Abatement Order for halogenated volatile organic compounds found in soil and groundwater in the vicinity of Sebastopol Road and West Avenue in the South Park County Sanitation District service area. The draft Cleanup and Abatement Order specified that halogenated volatile organic compounds found in the soil and groundwater are the result of a release from the South Park County Sanitation District collection system. Potential costs for investigation, remediation, and legal work related to halogenated volatile organic compounds in soil and groundwater are substantial ($2-10 million) and have not been included in this capital plan. Rather than finalize the draft Cleanup and Abatement Order, the South Park County Sanitation District, County of Sonoma, and the North Coast Regional Water Quality Control Board entered into a cooperative agreement in July of 1999 referred to as the "Plan of Action for Halogenated Volatile Organic Compounds Investigation and Mitigation in the Roseland Area" (Plan of Action). As part of the Plan of Action, the South Park County Sanitation District has performed an investigation of the extent of halogenated volatile organic compounds in groundwater in the vicinity of West Avenue and Sebastopol Road. A final report summarizing the results of this investigation was submitted to the North Coast Regional Water Quality Control Board in February of 2002. The South Park County Sanitation District and the County of Sonoma have been working with the North Coast Regional Water Quality Control Board to coordinate groundwater studies by other parties for related groundwater contamination issues in the Roseland area. Upon completion of these studies, it is anticipated that remediation strategies will be developed by the

South Park County Sanitation District, County of Sonoma, the North Coast Regional Water Quality Control Board, and other parties associated with these groundwater issues.

At present, the South Park County Sanitation District is continuing capital improvement efforts required under a 2007 Cleanup and Abatement Order issued by the North Coast Regional Water Quality Control Board to replace/rehabilitate deteriorated and sub-standard portions of the collection system that threaten to cause unpermitted discharges of wastewater. These collection system improvements are required to be complete by 2019.

Administration and General

These funds include the General Fund, the Spring Lake Park Fund, and the Sustainability-Renewable Energy Fund. The Spring Lake Park Fund provides for occasional construction projects in Spring Lake Park. Spring Lake Park is a public park owned by the Water Agency and operated under contract by the Sonoma County Regional Parks Department. The Sustainability-Renewable Energy Fund provides for the Agency's Renewable Energy, Efficiency and Sustainability efforts.

Internal Service

The Internal Service Fund provides for: (1) building improvements to the Administration building at the Agency's 404 Aviation Boulevard site; (2) building improvements to the Operations and Maintenance facility at 204 Concourse Blvd; (3) building improvements to the Maintenance Center facility located at the Airport Treatment Plant; (4) building improvements to the former Administration, Service Center, and Operations and Maintenance facilities at the Water Agency's West College Avenue site; (5) funding of new building sites and other land purchases; and (6) electric power development and sales for the various enterprises owned and managed by the Water Agency.

Water Transmission System

Current Five-Year Plan

This five-year plan includes funding for 46 projects related to the water transmission system. This list of projects also includes construction projects required by the Biological Opinion. The projects identified in this section of the plan meet the objectives in Water Supply Goals and Strategies of the Water Agency's Strategic Plan.

Common Facilities

There are 25 projects identified for funding in the Common Facilities Fund. Two new projects, consisting of the Russian River Well Field Optimization Upgrade and Mirabel Chlorine Building Roof Replacement projects, were added to the FY 2017-18 through FY 2021-22 capital plan for Common Facilities. The formerly identified Isolation Valves Seismic Hazard Mitigation project was completed in 2017.

Aqueduct Facilities

There are 10 projects identified for funding within the Capital Aqueduct Funds. One new project, consisting of the Cotati-Kastania Pipeline (Section 1 – Cotati to EBS) project, was added to the FY 2017-18 through FY 2021-22 capital plan for Aqueduct Facilities.

Storage Facilities

There are 2 projects identified for funding in the Storage Facilities Fund. No new projects were

added to the FY 2017-18 through FY 2021-22 capital plan for Storage Facilities. The formerly identified Petaluma Aqueduct (Kastania Pipeline) Relocation was completed in 2016.

Agency (O&M) Fund

There are 8 projects identified for funding in the Agency (O&M) Fund. One new project, consisting of the Warm Springs Dam Hydroturbine Retrofit, was added to the FY 2017-18 through FY 2021-22 capital plan for the Agency (O&M) Fund. This project was formerly identified for funding under the Warm Springs Dam Fund.

Watershed Planning & Restoration Fund

There is 1 project identified for funding in the Watershed Planning & Restoration Fund. No new projects were added to the FY 2017-18 through FY 2021-22 capital plan for Watershed Planning & Restoration Fund.

Water Supply

Current Five-Year Plan

This five-year plan includes funding for 2 projects related to water supply and associated with implementation of the Biological Opinion. The projects identified in this section of the plan meet the objectives of Water Supply and Flood Control Goals and Strategies of the Agency's Strategic Plan.

Russian River Projects Fund

There are no projects identified for funding in the FY 2017-18 through FY 2021-22 capital plan for the Russian River Projects Fund.

Recycled Water Fund

There are no projects identified for funding in the FY 2017-18 through FY 2021-22 capital plan for the Recycled Water Fund.

Warm Springs Dam Fund

There are 2 projects identified for funding in the Warm Springs Dam Fund. The formerly identified Warm Springs Dam Hydroturbine Retrofit was changed to the FY 2017-18 through FY 2021-22 capital plan for Water Transmission.

Flood Control Zones

Current Five-Year Plan

This five-year plan includes funding for 11 projects related to the flood control zones. The Water Agency will not take the lead on all of these projects, but will provide administration services and funding for many of these projects through the flood control zones. Funding provided by partner entities are not included in the project costs presented in this plan. The projects identified in this section of the plan meet the Objectives of Flood Control Goals and Strategies of the Agency's Strategic Plan.

Zone 1A (Laguna-Mark-West Creek)

There are 4 projects identified for funding in the Zone 1A fund. Two new projects, consisting of the Santa Rosa Creek Conduit Resurfacing and the Santa Rosa Creek Vortex Tube Resurfacing, were added to the list of projects for Zone 1A in the FY 2017-18 through FY 2021-22 capital plan.

Zone 2A (Petaluma)

There are 6 projects identified for funding in the Zone 2A fund. Two new projects, consisting of the Petaluma River Flood Management and Enhancement Project and the Watershed Enhancement Project, were added to the list of projects for Zone 2A in the FY 2017-18 through FY 2021-22 capital plan. The formerly identified

Petaluma River Stream Gauges, Capri Creek Flood Capacity & Habitat Enhancement, and Denman Reach Flood Terrace projects were completed.

Zone 3A (Valley of the Moon)

There is 1 project identified for funding in the Zone 3A fund. No new projects were added to the list of projects for Zone 3A in the FY 2017-18 through FY 2021-22 capital plan.

Sanitation Districts/ Zones

Current Five-Year Plan

This five-year plan includes funding for 27 projects related to the sanitation zones and districts managed by the Water Agency. The projects in this section of the plan meet the objectives in Sanitation Goals and Strategies in the Water Agency's Strategic Plan.

Airport-Larkfield-Wikiup Sanitation Zone

There are 3 projects identified for funding in the Airport-Larkfield-Wikiup Sanitation Zone. One new project, consisting of the Aerator Replacement project was added to the FY 2017-18 through FY 2021-22 capital plan for Airport-Larkfield-Wikiup Sanitation Zone.

Geyserville Sanitation Zone

There are no projects identified for funding in the Geyserville Sanitation Zone.

Occidental County Sanitation District

There are 3 projects identified for funding in the Occidental County Sanitation District. Two new projects, consisting of the Equalization Basin Lining and Force Main Replacement projects, were added to the FY 2017-18 through FY 2021-22 capital plan for Occidental County Sanitation District.

Penngrove Sanitation Zone

There are 2 projects identified for funding in the Penngrove Sanitation Zone. No new projects were added to the FY 2017-18 through FY 2021-22 capital plan for Penngrove Sanitation Zone. The formerly identified Lift Station Motor Control Center Upgrade and Lift Station Pumps Replacement projects have merged into the Lift Station Electrical Upgrade and Pump Replacement project.

Russian River County Sanitation District

There are 2 projects identified for funding in the Russian River County Sanitation District. One new project, consisting of the Guerneville Lift Station Electrical Upgrade project, was added to the FY 2017-18 through FY 2021-22 capital plan for Russian River County Sanitation District.

Sea Ranch Sanitation Zone

There are 2 projects identified for funding in the Sea Ranch Sanitation Zone. One new project, consisting of the Helm Lift Station Control Panel Replacement, was added to the FY 2017-18 through FY 2021-22 capital plan for Sea Ranch Sanitation Zone.

Sonoma Valley County Sanitation District

There are 12 projects identified for funding in the Sonoma Valley County Sanitation District. Five new projects, consisting of Hazard Mitigation, Treatment Plant Automation, Treatment Plant Blower Improvement, Treatment Plant Electrical Reliability, and Treatment Plant Headworks Rehabilitation, were added to the FY 2017-18

through FY 2021-22 capital plan. The formerly identified Sonoma Valley Recycled Water Project (5th St. East to Denmark St.) was completed in 2017.

South Park County Sanitation District

There are 2 projects identified for funding in the South Park County Sanitation District. No new projects were added to the FY 2017-18 through FY 2021-22 capital plan for South Park County Sanitation District. The formerly identified West Robles Collection System Replacement Project was completed in 2016.

Administration and General Fund

Current Five-Year Plan

This five year capital plan includes no General Fund, Spring Lake Park Fund, or Sustainability-Renewable Energy Fund projects.

Internal Service

Current Five-Year Plan

In this five year plan, there are 2 projects identified for funding in the Internal Services Fund. The projects in this section of the plan meet the objectives in Organizational and Energy Goals and Strategies in the Water Agency's Strategic Plan.

Facilities Fund

There are no projects identified for funding in the FY 2017-18 through FY 2021-22 capital plan for the Facilities Fund.

Power Resources Fund

There are 2 projects identified for funding in the Power Resources Fund. No new projects were added to the FY 2017-18 through FY 2021-22 capital plan for Internal Services Fund.

Sonoma County Water Agency

Funding Source Report

Division/Section	Funding Source	Prior FYs	Current FY 2016-17	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future FYs	Cumulative Project Total
Water Transmission System	Common Facilities Fund	2,218	480	3,875	9,666	8,823	10,450	6,153	38,967	4,867	46,532
Water Transmission System	Common Facilities Fund, FEMA PDM	2,173	1,314	10,601	200	0	0	0	10,801	0	14,288
Water Transmission System	Storage Fund	826	902	1,028	125	125	3,500	2,600	7,378	56,625	65,731
Water Transmission System	Santa Rosa Aqueduct Capital Fund	69	505	1,117	7,500	215	0	0	8,832	0	9,406
Water Transmission System	Petaluma Aqueduct Capital Fund	0	0	100	555	600	550	6,600	8,405	48,400	56,805
Water Transmission System	Sonoma Aqueduct Capital Fund	514	50	882	4,215	575	2,150	1,450	9,272	4,300	14,136
Water Transmission System	O&M Fund	963	1,186	3,151	7,158	2,109	3,500	100	16,018	0	18,167
Water Transmission System	Watershed Planning and Restoration Fund, ACOE	4,781	469	880	16,775	18,497	707	0	36,859	0	42,109
Water Supply - Warm Springs Dam	Other, ACOE	12,353	2,525	9,020	555	50	0	0	9,625	0	24,503
Zone 1A Flood Control	Zone 1A	115	208	1,465	85	0	0	0	1,550	0	1,873
Zone 1A Flood Control	Zone 1A, DWR	766	519	25	0	0	0	0	25	0	1,310
Zone 2A Flood Control	Zone 2A	0	0	722	500	500	0	0	1,722	0	1,722
Zone 2A Flood Control	Zone 2A, DWR	0	0	1,500	1,100	50	0	0	2,650	0	2,650
Zone 3A Flood Control	Zone 3A	290	2	386	0	0	0	0	386	0	678
Airport-Larkfield-Wikiup Sanitation Zone	ALWSZ	244	175	1,345	25	25	0	200	1,595	0	2,014
Occidental County Sanitation District	OCSD	161	172	1,067	100	1,500	0	0	2,667	0	3,000
Penngrove Sanitation Zone	PSZ	110	84	352	115	30	30	30	557	60	811
Russian River County Sanitation District	RRCSD	4	320	192	200	200	200	200	992	500	1,816
Sea Ranch Sanitation Zone	SRSZ	0	0	0	0	100	20	20	140	40	180
Sonoma Valley County Sanitation District	SVCSD	5,840	984	10,080	8,273	8,159	3,800	3,700	34,012	10,500	51,336
Sonoma Valley County Sanitation District	SVCSD, BOR	924	2,503	120	0	0	0	0	120	0	3,547
Sonoma Valley County Sanitation District	Zone 1A	0	160	500	0	0	0	0	500	0	660
South Park County Sanitation District	SPCSD	296	448	6,214	123	0	0	0	6,337	0	7,081
Internal Services Fund	Power Resources	0	447	430	0	0	0	0	430	0	877

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Bennett Valley Fault Crossing

Function Area:
Development Services

Request: WA10106

Department/Division:
Water Agency / Water Transmission System

Project Description

Implement measures to increase water supply reliability and mitigate the risk of pipeline rupture in the vicinity where the 20" diameter Sonoma Aqueduct and 24" diameter Oakmont Pipeline traverse the Bennett Valley Fault system in Rincon Valley.

Project Cost by Phase	
Acquisition:	80
Design/PM:	600
Construction:	3,200
Furniture/Reloc:	0
Other:	120
Project Total:	4,000

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Aqueduct Capital Fund	0	0	150	125	125	1,600	0	2,000	0	2,000
Storage Fund	0	0	150	125	125	1,600	0	2,000	0	2,000
TOTALS:	**0**	**0**	**300**	**250**	**250**	**3,200**	**0**	**4,000**	**0**	**4,000**

All Values are presented in Thousands (1 x 1000)

Collector 3 & 5 Liquefaction Mitigation

Function Area:
Development Services

Request: WA04048

Department/Division:
Water Agency / Water Transmission System - Common Facilities Fund

Project Description

The project will address potential for structural failure of collector wells 3 & 5 at the Mirabel production facilities by mitigating the potential for liquefaction induced lateral spread. Ground improvements, structural upgrades or a combination of approaches will be used to increase the factor of safety for future seismic events.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,240
Construction:	10,722
Furniture/Reloc:	0
Other:	308
Project Total:	12,270

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	470	0	400	200	200	5,280	5,520	11,600	200	12,270
TOTALS:	**470**	**0**	**400**	**200**	**200**	**5,280**	**5,520**	**11,600**	**200**	**12,270**

All Values are presented in Thousands (1 x 1000)

Collector 3, 4, 5 Pump Discharge Valves

Function Area: **Request: WA15009**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

The hydraulic pump discharge valves are coming to the end of their useful life. The hydraulic valves are oil driven valves and need to be replaced with water actuated type pump discharge valves. The hydraulic valves use electricity for the compressors that provide the air over fluid pressure and hydraulic fluid to drive the pistons that open and close the pump discharge valves. By eliminating the compressors and hydraulic fluid, we will save money on electricity and decrease the chance of contamination to the water system with hydraulic fluid.

Project Cost by Phase	
Acquisition:	0
Design/PM:	20
Construction:	182
Furniture/Reloc:	0
Other:	0
Project Total:	202

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	202	0	0	0	0	202	0	202
TOTALS:	**0**	**0**	**202**	**0**	**0**	**0**	**0**	**202**	**0**	**202**

All Values are presented in Thousands (1 x 1000)

Collector 5 Motor & Discharge Head Replacements

Function Area: **Request: WA15006**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

Two motors and discharge heads in Collector #5 are coming to the end of their useful life. The motors are 30 years old and are a different brand and base size than the rest of the motors at Mirabel. The motors also weigh 60% more than other motors which makes it more difficult to change them out in an emergency (requiring specific rigging and tools). Since the present motors have a different base size and configuration to them, installation of an adapter plate between the motor and discharge head is necessary in order to use any other type of motor.
The project will change out the discharge heads to the standard configurations that are used in the other collector wells and purchase new high efficiency motors that are the same configuration as the motors, used in the other Collectors.

Project Cost by Phase	
Acquisition:	0
Design/PM:	20
Construction:	480
Furniture/Reloc:	0
Other:	0
Project Total:	500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	0	500	0	0	0	500	0	500
TOTALS:	**0**	**0**	**0**	**500**	**0**	**0**	**0**	**500**	**0**	**500**

All Values are presented in Thousands (1 x 1000)

Collector 6 Liquefaction Mitigation

Function Area: **Request: WA07046**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

The project will address potential for structural failure of collector well 6 at the Wholer production facilities by mitigating the potential for liquefaction induced lateral spread. Ground improvements, structural upgrades, or a combination of approaches will be used to increase the factor of safetey for seismic events.

Project Cost by Phase	
Acquisition:	0
Design/PM:	715
Construction:	5,290
Furniture/Reloc:	0
Other:	310
Project Total:	6,315

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	25	670	330	4,990	300	6,315	0	6,315
TOTALS:	**0**	**0**	**25**	**670**	**330**	**4,990**	**300**	**6,315**	**0**	**6,315**

All Values are presented in Thousands (1 x 1000)

Collector 6 Valves Vault

Function Area: **Request: WA15008**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

The Collector 6 valve vault project will install a new vault around two existing shutoff valves located along the 20” and 24” discharge pipes at Collector 6. The new vault is required to facilitate needed repairs and maintenance on the valves.

Project Cost by Phase	
Acquisition:	0
Design/PM:	112
Construction:	193
Furniture/Reloc:	0
Other:	0
Project Total:	305

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	0	305	0	0	0	305	0	305
TOTALS:	**0**	**0**	**0**	**305**	**0**	**0**	**0**	**305**	**0**	**305**

All Values are presented in Thousands (1 x 1000)

Emergency Wells (Hazard Reliability Water Supply)

Function Area: **Request: WA14001**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

The purpose of this project is to construct emergency water supply wells in close proximity to the Water Agency's transmission system that could be activated in response to a natural hazard event that has isolated portions of the Water Agency's service area from the Russian River diversion facilities. The cost estimate preliminarily assumes the installation of two to three wells at locations that are not currently known.

Project Cost by Phase	
Acquisition:	250
Design/PM:	750
Construction:	3,750
Furniture/Reloc:	0
Other:	250
Project Total:	5,000

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	0	0	0	0	333	333	4,667	5,000
TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**333**	**333**	**4,667**	**5,000**

All Values are presented in Thousands (1 x 1000)

Mirabel - River Road Fiber Optic Line

Function Area: **Request: WA14028**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

Install new fiber optic cable within existing conduit (abandoned chlorine solution line), between River Road Chlorine building and Collector 5, in order to upgrade the information and signal expansion that is needed for the Wohler and Mirabel area.

Project Cost by Phase	
Acquisition:	34
Design/PM:	425
Construction:	200
Furniture/Reloc:	0
Other:	28
Project Total:	687

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	487	200	0	0	0	687	0	687
TOTALS:	**0**	**0**	**487**	**200**	**0**	**0**	**0**	**687**	**0**	**687**

All Values are presented in Thousands (1 x 1000)

Mirabel Chlorine Building Roof Replacement Project

Function Area: **Request: WA17001**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

Mirabel Chlorine Building roof replacement. Built in 1984 with 25 year asphalt composite shingles, the roof is at the end of its useful life and needs to be replaced.

Project Cost by Phase	
Acquisition:	0
Design/PM:	51
Construction:	74
Furniture/Reloc:	0
Other:	0
Project Total:	125

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	52	73	0	0	0	125	0	125
TOTALS:	**0**	**0**	**52**	**73**	**0**	**0**	**0**	**125**	**0**	**125**

All Values are presented in Thousands (1 x 1000)

Mirabel Chlorine Building Water Line

Function Area: **Request: WA15010**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

Construct new waterline from Collector well No. 3 to service the Mirabel Chlorination Building. The project will replace the existing water line which has reached the end of it's useful life.

Project Cost by Phase	
Acquisition:	0
Design/PM:	119
Construction:	118
Furniture/Reloc:	0
Other:	13
Project Total:	250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	0	250	0	0	0	250	0	250
TOTALS:	**0**	**0**	**0**	**250**	**0**	**0**	**0**	**250**	**0**	**250**

All Values are presented in Thousands (1 x 1000)

Mirabel Chlorine Lines Replacement

Function Area:
Development Services

Request: WA15011

Department/Division:
Water Agency / Water Transmission System - Common Facilities Fund

Project Description

Replace the existing chlorine solution pipelines at the Mirabel Production Facility. The chlorine solution lines convey high concentration chlorine solution to each collector well for disinfection purposes, utilizing small diameter PVC pipelines. The solution lines have reached the end of their useful life under the corrosive effects of the chlorine solution.

Project Cost by Phase	
Acquisition:	0
Design/PM:	100
Construction:	229
Furniture/Reloc:	0
Other:	26
Project Total:	355

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	190	165	0	0	0	355	0	355
TOTALS:	**0**	**0**	**190**	**165**	**0**	**0**	**0**	**355**	**0**	**355**

All Values are presented in Thousands (1 x 1000)

Mirabel Dam Bladder Replacement

Function Area: **Request: WA16001**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

Replace the Mirabel Dam's inflatable rubber bladder, which is reaching the end of its 25-30 year useful life. The rubber dam is an essential element of the Wohler/Mirabel water production facilities, controlling diversion flows and enhancing groundwater recharge in the area.

Project Cost by Phase	
Acquisition:	50
Design/PM:	415
Construction:	4,020
Furniture/Reloc:	0
Other:	145
Project Total:	4,630

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	220	330	3,980	100	0	0	4,410	0	4,630
TOTALS:	**0**	**220**	**330**	**3,980**	**100**	**0**	**0**	**4,410**	**0**	**4,630**

All Values are presented in Thousands (1 x 1000)

Mirabel Maintenance Building

Function Area: **Request: WA15012**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

Provide a pre-engineered metal storage building at the Mirabel site for water transmission/supply maintenance related operations.

Project Cost by Phase	
Acquisition:	0
Design/PM:	100
Construction:	425
Furniture/Reloc:	0
Other:	25
Project Total:	550

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	0	125	425	0	0	550	0	550
TOTALS:	**0**	**0**	**0**	**125**	**425**	**0**	**0**	**550**	**0**	**550**

All Values are presented in Thousands (1 x 1000)

Mirabel Surge Tanks

Function Area: **Request: WA08053**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

To reduce the risks of pipeline ruptures/leaks due to transient pressures in the water transmission system following power failures, construct surge control system at the Mirabel production facilities, including three 8,000 gallon surge tanks and appurtenant equipment and controls-one each at collectors 3, 4 & 5.

Project Cost by Phase	
Acquisition:	0
Design/PM:	350
Construction:	1,692
Furniture/Reloc:	0
Other:	200
Project Total:	2,242

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	17	0	25	200	2,000	0	0	2,225	0	2,242
TOTALS:	**17**	**0**	**25**	**200**	**2,000**	**0**	**0**	**2,225**	**0**	**2,242**

All Values are presented in Thousands (1 x 1000)

pH Pump Replacement

Function Area: **Request: WA15013**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

Upgrade the pumps and programmable logic controls in both Wohler and Mirabel caustic soda (pH) buildings, to make them more efficient and program-compatible with forthcoming electronic and supervisory control and data acquisition (SCADA) master plans. The pumps and programmable logic controls will replace existing equipment.

Project Cost by Phase	
Acquisition:	0
Design/PM:	72
Construction:	234
Furniture/Reloc:	0
Other:	0
Project Total:	306

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	0	153	153	0	0	306	0	306
TOTALS:	**0**	**0**	**0**	**153**	**153**	**0**	**0**	**306**	**0**	**306**

All Values are presented in Thousands (1 x 1000)

River Diversion Structure Motor Control Center Replacement

Function Area: **Request: WA16004**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

Replace Motor Control Center for pumps at the River Diversion Structure. Funding is needed for the removal of existing Motor Control Center (MCC) and transformer, installation of new Motor Control Center, starters, manual transfer switch, transformer, and associated equipment.

Project Cost by Phase	
Acquisition:	0
Design/PM:	83
Construction:	329
Furniture/Reloc:	0
Other:	9
Project Total:	421

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	93	328	0	0	0	421	0	421
TOTALS:	**0**	**0**	**93**	**328**	**0**	**0**	**0**	**421**	**0**	**421**

All Values are presented in Thousands (1 x 1000)

River Diversion Structure Pumps Replacement

Function Area: **Request: WA15014**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

Replace the three pumps, and associated pump column piping, with new high efficient pumps to ensure reliability in the River Diversion Structure building. These pumps are used to pump water to the settling and infiltration ponds.The new pumps are submersible which will reduce maintenance costs.

Project Cost by Phase	
Acquisition:	0
Design/PM:	20
Construction:	461
Furniture/Reloc:	0
Other:	0
Project Total:	481

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	160	321	0	0	0	0	321	0	481
TOTALS:	**0**	**160**	**321**	**0**	**0**	**0**	**0**	**321**	**0**	**481**

All Values are presented in Thousands (1 x 1000)

Russian River Well Field Optimization Upgrade

Function Area:

Development Services

Request: WA17007

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

This project will maximize the water supply benefit of the existing Russian River Well Field, located at the Mirabel Facility. The project includes the retrofit of four existing wells (1-stand by), as high-head, winterized wells to provide combined capacity of 7 mgd.

Project Cost by Phase	
Acquisition:	0
Design/PM:	400
Construction:	2,720
Furniture/Reloc:	0
Other:	150
Project Total:	3,270

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	0	340	2,830	100	0	3,270	0	3,270
TOTALS:	**0**	**0**	**0**	**340**	**2,830**	**100**	**0**	**3,270**	**0**	**3,270**

All Values are presented in Thousands (1 x 1000)

System-Wide Meter Replacements

Function Area: **Request: WA08056**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

To comply with regulations limiting material constituents contained within infrastructure that is in direct contact with drinking water, replace 150-175 flow meters throughout the water transmission system.

Project Cost by Phase	
Acquisition:	0
Design/PM:	11
Construction:	2,050
Furniture/Reloc:	0
Other:	0
Project Total:	2,061

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	1,731	100	150	80	0	0	0	230	0	2,061
TOTALS:	**1,731**	**100**	**150**	**80**	**0**	**0**	**0**	**230**	**0**	**2,061**

All Values are presented in Thousands (1 x 1000)

Wohler Motor Replacements

Function Area: **Request: WA15015**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

Purchase new replacement, high efficiency electric motors for existing Collectors 1 & 2 pumps. Existing motors are original (1959) and are at the end of life. In addition, replacement will achieve commonality with equipment in other collector wells.

Project Cost by Phase	
Acquisition:	0
Design/PM:	40
Construction:	960
Furniture/Reloc:	0
Other:	0
Project Total:	1,000

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	500	500	0	0	0	1,000	0	1,000
TOTALS:	**0**	**0**	**500**	**500**	**0**	**0**	**0**	**1,000**	**0**	**1,000**

All Values are presented in Thousands (1 x 1000)

Wohler Road Fiber Optic

Function Area: **Request: WA16003**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

Sonoma County Transportation & Public Works is rehabilitating the Wohler Bridge crossing the Russian River, which affects existing fiber optic cables. The Water Agency will either re-string across the bridge or bury new fiber optic cables under the Russian River.

Project Cost by Phase	
Acquisition:	17
Design/PM:	50
Construction:	56
Furniture/Reloc:	0
Other:	15
Project Total:	138

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	83	55	0	0	0	138	0	138
TOTALS:	**0**	**0**	**83**	**55**	**0**	**0**	**0**	**138**	**0**	**138**

All Values are presented in Thousands (1 x 1000)

Seismic Hazard Mitigation at the Mark West Creek Crossing

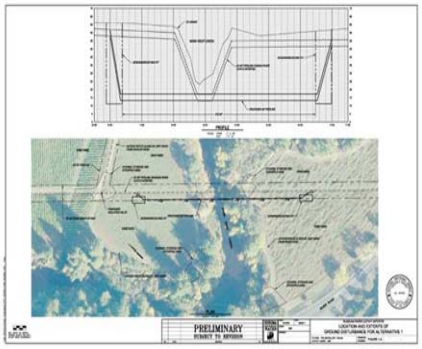
Function Area: **Request: WA09051**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



Project will mitigate pipe failure due to seismic induced ground deformation by installing a new pipeline crossing below vulnerable soil layers. The primary element of the proposed project is approximately a 750-foot long, 48-inch diameter steel pipeline segment that would be installed beneath the Mark West Creek. The new pipeline segment would be installed parallel to the existing pipeline and approximately 8 feet below the creek bed, 6 feet deeper than the existing pipe's depth. The existing pipeline would be disconnected and abandoned in place.

Project Cost by Phase	
Acquisition:	280
Design/PM:	1,260
Construction:	4,408
Furniture/Reloc:	0
Other:	128
Project Total:	6,076

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund, Federal Emergency Management Agency Pre-Disaster Mitigation	1,089	777	4,010	200	0	0	0	4,210	0	6,076
TOTALS:	**1,089**	**777**	**4,010**	**200**	**0**	**0**	**0**	**4,210**	**0**	**6,076**

All Values are presented in Thousands (1 x 1000)

Seismic Hazard Mitigation at the Russian River Crossing

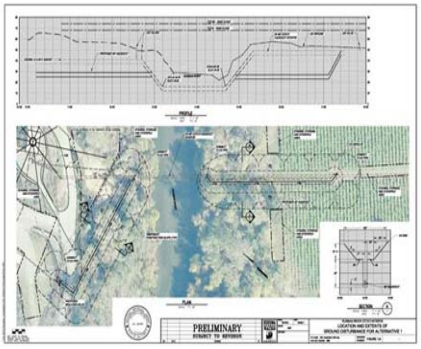
Function Area: **Request: WA09055**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



The purpose of the Russian River-Cotati Intertie Pipeline Seismic Hazard Mitigation at the Russian River Crossing Project is to reduce potential pipe failure resulting from the permanent ground deformation caused by a moderate or severe earthquake along the Rodger's Creek/Hayward Fault. To maintain safe and reliable water service during a seismic event, the proposed project would modify the Russian River-Cotati Intertie to improve its ability to withstand the effects of ground deformation, liquefication, and lateral spread hazards.

Project Cost by Phase	
Acquisition:	286
Design/PM:	1,196
Construction:	6,592
Furniture/Reloc:	0
Other:	138
Project Total:	8,212

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund, Federal Emergency Management Agency Pre-Disaster Mitigation	1,084	537	6,591	0	0	0	0	6,591	0	8,212
TOTALS:	**1,084**	**537**	**6,591**	**0**	**0**	**0**	**0**	**6,591**	**0**	**8,212**

All Values are presented in Thousands (1 x 1000)

Seismic Hazard Mitigation at River Diversion Structure - Structural

Function Area: **Request: WA15001**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description

This natural hazard reliability project will retrofit the pumphouse portion of the River Diversion Structure to mitigate the risk of structural failure during a major earthquake.

Project Cost by Phase	
Acquisition:	0
Design/PM:	500
Construction:	2,590
Furniture/Reloc:	0
Other:	300
Project Total:	3,390

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	0	525	2,785	80	0	3,390	0	3,390
TOTALS:	**0**	**0**	**0**	**525**	**2,785**	**80**	**0**	**3,390**	**0**	**3,390**

All Values are presented in Thousands (1 x 1000)

Supervisory Control and Data Acquisition (SCADA) Software and Hardware

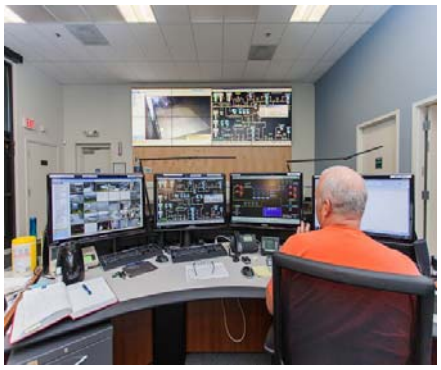
Function Area: **Request: WA15007**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



The scope of the project is to upgrade Supervisory Control and Data Acquisition (SCADA) workstations and software to current supported versions. Other objectives include upgrades to field components such as Programmable Logic Controllers and Remote Telemetry devices.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	784
Project Total:	784

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	392	392	0	0	0	784	0	784
TOTALS:	**0**	**0**	**392**	**392**	**0**	**0**	**0**	**784**	**0**	**784**

All Values are presented in Thousands (1 x 1000)

Supervisory Control and Data Acquisition (SCADA) Upgrade

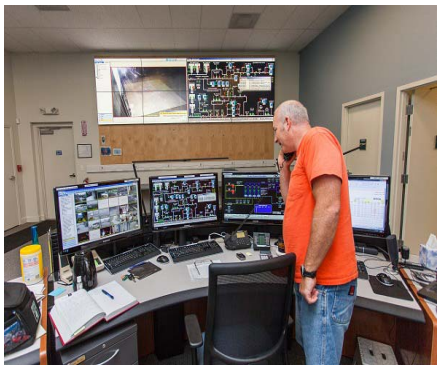
Function Area: **Request: WA15005**

Development Services

Department/Division:

Water Agency / Water Transmission System - Common Facilities Fund

Project Description



The scope of this project is to reassess and revamp programming standards to accommodate current technologies as well as implement these new standards to streamline maintenance and operations.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	0
Furniture/Reloc:	0
Other:	1,250
Project Total:	1,250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Common Facilities Fund	0	0	625	625	0	0	0	1,250	0	1,250
TOTALS:	**0**	**0**	**625**	**625**	**0**	**0**	**0**	**1,250**	**0**	**1,250**

All Values are presented in Thousands (1 x 1000)

Ralphine Tanks - Flow Thru Conversion

Function Area: **Request: WA11072**

Development Services

Department/Division:

Water Agency / Water Transmission System - Storage Fund

Project Description

Reconfigure piping connecting the four above ground steel water reservoirs at the Ralphine Tank farm to improve water circulation/turnover for enhanced water quality, provide surge protection, and address overconstrained structural conditions to reduce the risk of damage during a seismic event.

Project Cost by Phase	
Acquisition:	0
Design/PM:	250
Construction:	1,728
Furniture/Reloc:	0
Other:	20
Project Total:	1,998

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Storage Fund	243	877	878	0	0	0	0	878	0	1,998
TOTALS:	**243**	**877**	**878**	**0**	**0**	**0**	**0**	**878**	**0**	**1,998**

All Values are presented in Thousands (1 x 1000)

Kawana to Sonoma Booster Station Pipeline

Function Area: **Request: WA96089**

Development Services

Department/Division:

Water Agency / Water Transmission System - Storage Fund

Project Description

Construction of approximately 3 miles of water transmission pipeline, between the Kawana Tanks, Ralphine tanks, and the Sonoma Booster Pump Station. The pipeline will provide operational redundancy and reliability to the system should repairs or replacement be necessary or if a catastrophic event occurs, such as a major earthquake on the Rodgers Creek Fault.

Project Cost by Phase	
Acquisition:	2,620
Design/PM:	2,533
Construction:	56,140
Furniture/Reloc:	0
Other:	440
Project Total:	61,733

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Storage Fund	583	25	0	0	0	1,900	2,600	4,500	56,625	61,733
TOTALS:	**583**	**25**	**0**	**0**	**0**	**1,900**	**2,600**	**4,500**	**56,625**	**61,733**

All Values are presented in Thousands (1 x 1000)

Sonoma Booster Station Maintenance Building

Function Area: **Request: WA14008**

Development Services

Department/Division:

Water Agency / Water Transmission System - Santa Rosa Aqueduct Capital Fund

Project Description

This project will construct a pre engineered metal storage building at the Sonoma Booster Pump Station site to allow Operations & Maintenance to store equipment, thereby reducing the amount of time it takes to get to other facilities with needed equipment.

Project Cost by Phase	
Acquisition:	0
Design/PM:	71
Construction:	373
Furniture/Reloc:	0
Other:	28
Project Total:	472

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Santa Rosa Aqueduct Capital Fund	17	55	400	0	0	0	0	400	0	472
TOTALS:	**17**	**55**	**400**	**0**	**0**	**0**	**0**	**400**	**0**	**472**

All Values are presented in Thousands (1 x 1000)

Santa Rosa Creek Crossing

Function Area: **Request: WA14003**

Development Services

Department/Division:

Water Agency / Water Transmission System - Santa Rosa Aqueduct Capital Fund

Project Description

The 36-inch Santa Rosa aqueduct crosses the Santa Rosa Creek near Sonoma Avenue. Although Santa Rosa Creek is deeply incised into the fan deposits at the pipeline undercrossing, the steep stream banks are above the groundwater level and composed predominately of fine-grained alluvial fan deposits. In addition, the creek has locally been modified. Due to the high level of ground shaking that can be expected from rupture on the nearby Rodgers Creek fault, local failure of stream banks could occur. The projet proposess to relocate the existing pipeline away from the open stream channel with an alignment that remains within the public roadway, including a trenchless crossing beneath the Santa Rosa Creek culvert. Hazard Mitigation Grant Funds from the Federal Emergency Management Agency (FEMA) are anticipated to provide partial funding in the amount of $3 million.

Project Cost by Phase	
Acquisition:	166
Design/PM:	817
Construction:	7,715
Furniture/Reloc:	0
Other:	236
Project Total:	8,934

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Santa Rosa Aqueduct Capital Fund	52	450	717	7,500	215	0	0	8,432	0	8,934
TOTALS:	**52**	**450**	**717**	**7,500**	**215**	**0**	**0**	**8,432**	**0**	**8,934**

All Values are presented in Thousands (1 x 1000)

Ely Booster Station Flood Protection

Function Area: **Request: WA16007**

Development Services

Department/Division:

Water Agency / Water Transmission System - Petaluma Aqueduct Capital Fund

Project Description

The Ely Booster Station has experienced flooding and remains vulnerable to future flooding. The water agency is proposing to implement the Ely Road Flood Protection project to counteract the damaging effects to the high voltage electrical equipment from future storm events. The project includes raising the switch gear and the emergency generator above the elevation of the adjacent railroad tracks and improving the overall site drainage.

Project Cost by Phase	
Acquisition:	0
Design/PM:	115
Construction:	430
Furniture/Reloc:	0
Other:	10
Project Total:	555

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Petaluma Aqueduct Capital Fund	0	0	100	455	0	0	0	555	0	555
TOTALS:	**0**	**0**	**100**	**455**	**0**	**0**	**0**	**555**	**0**	**555**

All Values are presented in Thousands (1 x 1000)

Cotati-Kastania Pipeline (Section 1-Cotati to Ely Booster Station)

Function Area: **Request: WA17008**

Development Services

Department/Division:

Water Agency / Water Transmission System - Petaluma Aqueduct Capital Fund

Project Description

Section 1 of the proposed Cotati-Kastania Pipeline project begins at the existing Russian River-Cotati Intertie pipeline, near the intersection of Madrone Road and Stony Point Road and ends at the Ely Booster Station. The diameter of the pipeline has been modeled at 48 inches and the length of the route described is approximately 7 miles.

Project Cost by Phase	
Acquisition:	900
Design/PM:	2,300
Construction:	42,750
Furniture/Reloc:	0
Other:	300
Project Total:	46,250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Petaluma Aqueduct Capital Fund	0	0	0	0	0	250	2,100	2,350	43,900	46,250
TOTALS:	**0**	**0**	**0**	**0**	**0**	**250**	**2,100**	**2,350**	**43,900**	**46,250**

All Values are presented in Thousands (1 x 1000)

Petaluma River Crossing (Petaluma Aqueduct)

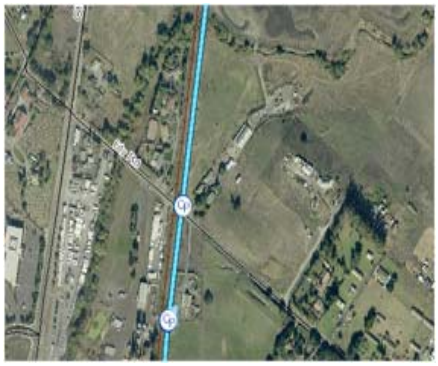
Function Area: **Request: WA14006**

Development Services

Department/Division:

Water Agency / Water Transmission System - Petaluma Aqueduct Capital Fund

Project Description



The 33-inch Petaluma aqueduct crosses the Petaluma River close to Highway 101. This crossing has a high susceptibility for liquefaction and lateral spread hazard with expected lateral spread displacements on the order of 3 feet. As a result, the existing pipeline has a high risk of failure. The new 33-inch diameter pipeline, with length to be determined, is a natural hazard reliability project that will be designed to withstand a major seismic event.

Project Cost by Phase	
Acquisition:	250
Design/PM:	650
Construction:	4,350
Furniture/Reloc:	0
Other:	250
Project Total:	5,500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Petaluma Aqueduct Capital Fund	0	0	0	100	600	300	4,500	5,500	0	5,500
TOTALS:	**0**	**0**	**0**	**100**	**600**	**300**	**4,500**	**5,500**	**0**	**5,500**

All Values are presented in Thousands (1 x 1000)

Sonoma Booster Pump Station Upgrade

Function Area: **Request: WA08062**

Development Services

Department/Division:

Water Agency / Water Transmission System - Sonoma Aqueduct Capital Fund

Project Description

This project will improve the reliability and operability of the existing Sonoma Booster Pump Station. Reliability of the booster station will be increased by enhancing standby electrical power capacity, increasing pumping redundancy, modifying the electrical system and mitigating the seismic risks associated with the nearby Bennett Valley Fault. The operability of the Booster Station will be improved by developing a more robust and reliable surge protection system.

Project Cost by Phase	
Acquisition:	13
Design/PM:	1,273
Construction:	4,050
Furniture/Reloc:	0
Other:	100
Project Total:	5,436

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Aqueduct Capital Fund	514	50	732	3,990	150	0	0	4,872	0	5,436
TOTALS:	**514**	**50**	**732**	**3,990**	**150**	**0**	**0**	**4,872**	**0**	**5,436**

All Values are presented in Thousands (1 x 1000)

Calabasas Creek Crossing

Function Area: **Request: WA15002**

Development Services

Department/Division:

Water Agency / Water Transmission System - Sonoma Aqueduct Capital Fund

Project Description

The 20-inch Sonoma aqueduct crosses Calabasas Creek near Sylvia drive off Sonoma Highway in Glen Ellen. The location has very high susceptability to liquefaction and a high susceptability to lateral spread hazard. The overall lateral spread potential is high with approximately 3 feet of lateral spread at the locationof the pipeline. As a result, the pipeline has a high risk of failure. This natural hazard reliability project will modify the pipeline crossing to mitigate the risk of rupture during a major earthquake.

Project Cost by Phase	
Acquisition:	50
Design/PM:	400
Construction:	2,000
Furniture/Reloc:	0
Other:	50
Project Total:	2,500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Aqueduct Capital Fund	0	0	0	0	0	150	200	350	2,150	2,500
TOTALS:	**0**	**0**	**0**	**0**	**0**	**150**	**200**	**350**	**2,150**	**2,500**

All Values are presented in Thousands (1 x 1000)

Sonoma Creek Crossing (Lawndale/Madrone)

Function Area: **Request: WA14004**

Development Services

Department/Division:

Water Agency / Water Transmission System - Sonoma Aqueduct Capital Fund

Project Description

The Sonoma Aqueduct crosses Sonoma Creek both at Lawndale Road (20-inch diameter) and Madrone Road (16-inch diameter) off Sonoma Highway utilizing overhead spans (pedestrian bridge/steel truss) with structural connections that make the pipeline susceptible to failure during a major seismic event. Liquefaction and lateral spread displacements will likely cause the pipeline to fail due to minor differential movement or settlement. The proposed project is a natural hazard reliability project that will provide structural modifications to the support structures and pipeline in order to withstand a major seismic event.

Project Cost by Phase	
Acquisition:	60
Design/PM:	180
Construction:	1,200
Furniture/Reloc:	0
Other:	60
Project Total:	1,500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Aqueduct Capital Fund	0	0	0	100	150	200	1,050	1,500	0	1,500
TOTALS:	**0**	**0**	**0**	**100**	**150**	**200**	**1,050**	**1,500**	**0**	**1,500**

All Values are presented in Thousands (1 x 1000)

Sonoma Creek Crossing (Verano Ave)

Function Area: **Request: WA14005**

Development Services

Department/Division:

Water Agency / Water Transmission System - Sonoma Aqueduct Capital Fund

Project Description

The 16-inch Sonoma aqueduct crosses Sonoma Creek near Verano Avenue off Sonoma Highway. The pipeline is suspended from the bridge deck. This location has a moderate to high susceptibility for liquefaction and a high susceptibility for lateral spread. The overall potential for lateral spread is also judged to be high at this location with lateral spread displacement on the order of 3 feet. As a result, the pipeline at this location is judged to be vulnerable with a high risk of failure. A new 16-inch pipeline, with length preliminarily estimated at up to 1000 feet of trenchless installation, is intended as a natural hazard reliability project designed to withstand a major seismic event. A smaller scale project to mitigate the hazard by adding flexibility to the pipeline joints may be determined to be feasible upon further investigation.

Project Cost by Phase	
Acquisition:	100
Design/PM:	300
Construction:	2,000
Furniture/Reloc:	0
Other:	100
Project Total:	2,500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Aqueduct Capital Fund	0	0	0	0	150	200	200	550	1,950	2,500
TOTALS:	**0**	**0**	**0**	**0**	**150**	**200**	**200**	**550**	**1,950**	**2,500**

All Values are presented in Thousands (1 x 1000)

Cotati 3 Tank Coating Recoat

Function Area: **Request: WA08061**

Development Services

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description

To prevent corrosion, recoat interior and exterior surfaces of an 18 Million Gallon (MG) water reservoir (above ground welded steel tank) and replace cathodic protection system.

Project Cost by Phase	
Acquisition:	0
Design/PM:	210
Construction:	3,570
Furniture/Reloc:	0
Other:	20
Project Total:	3,800

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	0	0	0	25	175	3,500	100	3,800	0	3,800
TOTALS:	**0**	**0**	**0**	**25**	**175**	**3,500**	**100**	**3,800**	**0**	**3,800**

All Values are presented in Thousands (1 x 1000)

Forestville Tanks Recoating

Function Area: **Request: WA14010**

Development Services

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description

This project will remove the interior and exterior coatings to reline and recoat the existing 1 Million Gallon (MG) and 0.3 Million Gallon (MG) Forestville Tanks with new epoxy coatings. The project will also include replacement of the cathodic protection system.

Project Cost by Phase	
Acquisition:	10
Design/PM:	141
Construction:	874
Furniture/Reloc:	0
Other:	12
Project Total:	1,037

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	0	41	932	64	0	0	0	996	0	1,037
TOTALS:	**0**	**41**	**932**	**64**	**0**	**0**	**0**	**996**	**0**	**1,037**

All Values are presented in Thousands (1 x 1000)

Kastania Tank Recoating

Function Area: **Request: WA09059**

Development Services

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description

To prevent corrosion, recoat interior and exterior surfaces of a 12 Million Gallon (MG) water reservoir (above ground welded steel tank) and replace cathodic protection system, including removal of coal-tar interior coating.

Project Cost by Phase	
Acquisition:	10
Design/PM:	239
Construction:	3,100
Furniture/Reloc:	0
Other:	12
Project Total:	3,361

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	41	89	131	3,100	0	0	0	3,231	0	3,361
TOTALS:	**41**	**89**	**131**	**3,100**	**0**	**0**	**0**	**3,231**	**0**	**3,361**

All Values are presented in Thousands (1 x 1000)

Petaluma Aqueduct Cathodic Protection

Function Area:
Development Services

Request: WA05066

Department/Division:
Water Agency / Water Transmission System - O&M Fund

Project Description

The Sonoma County Water Agency owns and operates the Petaluma Aqueduct. It was installed in 1963 to provide naturally filtered drinking water from the Russian River to residents in Rohnert Park, Cotati, Petaluma, Penngrove, and northern Marin County. The Petaluma Aqueduct consists of approximately 86,000 feet (16 miles) of 24-inch and 33-inch diameter cement mortar lined and coated steel pipe. It runs from Wilson Street in Santa Rosa along the Sonoma Marin Area Rail Transit (SMART) right-of-way to McNear Ave. on Petaluma Blvd. The Water Agency is proposing to install 7 centralized anode wells, rectifiers, and 14 test stations to help bring corrosion protection levels back up to National Association of Corrosion Engineers (NACE) standards.

Project Cost by Phase	
Acquisition:	136
Design/PM:	610
Construction:	1,097
Furniture/Reloc:	0
Other:	28
Project Total:	1,871

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	293	363	1,100	80	35	0	0	1,215	0	1,871
TOTALS:	**293**	**363**	**1,100**	**80**	**35**	**0**	**0**	**1,215**	**0**	**1,871**

All Values are presented in Thousands (1 x 1000)

Santa Rosa Aqueduct & Russian River-Cotati Intertie Cathodic Protection

Function Area: **Request: WA08064**

Development Services

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description

The Santa Rosa Aqueduct was installed between 1968 to 1985 to provide a reliable supply of naturally filtered drinking water from the Russian River to residents in Santa Rosa. The Santa Rosa Aqueduct consists of approximately 83,100 feet (16 miles) of 36-inch and 42-inch diameter cement mortar lined and coated steel pipe. It runs from Ya-ka-ama to Summerfield in Santa Rosa. The Water Agency is proposing to install 8-10 centralized anode wells and rectifiers and about 16 test stations to help bring corrosion protection levels back up to National Association of Corrosion Engineers (NACE) standards. The Water Agency is also planning to provide improvements to upgrade/rehabilitate the cathodic protection system along the existing Russian River-Cotati Intertie. The project includes extending the useful life of the pipeline's corrosion protection system by installing deep anode wells in strategic locations, anode test stations and possible new electrical service to the wells and acquiring right-of-way and easements for construction and maintenance.

Project Cost by Phase	
Acquisition:	295
Design/PM:	794
Construction:	2,690
Furniture/Reloc:	0
Other:	125
Project Total:	3,904

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	594	160	165	1,580	1,405	0	0	3,150	0	3,904
TOTALS:	**594**	**160**	**165**	**1,580**	**1,405**	**0**	**0**	**3,150**	**0**	**3,904**

All Values are presented in Thousands (1 x 1000)

Tank Fall Restraints

Function Area:

Development Services

Request: WA16008

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description

The Sonoma County Water Agency requested review of their existing water storage tank roofs to determine whether existing tank vents, or other roof elements, can support fall restraints for personnel servicing the tanks. The tank vents were analyzed using the Occupational Safety and Health Administration (OSHA) fall restraint force of 3000 lbs. The various tanks sites that were investigated are as follows: 1. Annadel 1 2. Annadel 2 (Glen Ellen) 3. Cotati 4. Eldridge 5. Forestville 6. Kastania 7. Ralphine 8. Sonoma. The Sonoma County Water Agency will install fall restraint systems based on Occupational Safety and Health Administration (OSHA) standards, for the safety of those servicing the tanks.

Project Cost by Phase	
Acquisition:	0
Design/PM:	196
Construction:	494
Furniture/Reloc:	0
Other:	32
Project Total:	722

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	0	0	25	203	494	0	0	722	0	722
TOTALS:	**0**	**0**	**25**	**203**	**494**	**0**	**0**	**722**	**0**	**722**

All Values are presented in Thousands (1 x 1000)

Warm Springs Dam Hydroturbine Retrofit

Function Area: **Request: WA16016**

Development Services

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description

Wartm Springs Dam Hydroturbine is oversized relative to near and long term flow rates. Therefore, replace hydroturbine runner (impeller) with smaller one to operate more efficiently. Change buyer from the Power and Water Resources Pooling Authority (PWRPA) ($60/Megawatt Hours) to PG&E ($89/Megawatt Hours) to add approximately $300k annually in revenue.

Project Cost by Phase	
Acquisition:	1
Design/PM:	1,219
Construction:	1,522
Furniture/Reloc:	0
Other:	5
Project Total:	2,747

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	35	533	538	1,641	0	0	0	2,179	0	2,747
TOTALS:	**35**	**533**	**538**	**1,641**	**0**	**0**	**0**	**2,179**	**0**	**2,747**

All Values are presented in Thousands (1 x 1000)

Wilfred Booster Station

Function Area: **Request: WA16006**

Development Services

Department/Division:

Water Agency / Water Transmission System - O&M Fund

Project Description

Wilfred Booster station built in 1972 needs to be upgraded to newer more efficient equipment.Replace Wilfred Booster Station's electrical building, motor, and other critical electrical components.

Project Cost by Phase	
Acquisition:	19
Design/PM:	229
Construction:	466
Furniture/Reloc:	0
Other:	11
Project Total:	725

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Operations & Maintenance Fund	0	0	260	465	0	0	0	725	0	725
TOTALS:	**0**	**0**	**260**	**465**	**0**	**0**	**0**	**725**	**0**	**725**

All Values are presented in Thousands (1 x 1000)

Dry Creek Habitat Enhancement Project (Phase 4 - 6)

Function Area: **Request: WA14025**

Development Services

Department/Division:

Water Agency / Water Transmission System - Watershed Planning and Restoration Fund

Project Description

To address fish habitat issues associated with high flows in Dry Creek, as indicated in the Biological Opinion, this project will construct modifications designed to enhance fish habitat in Dry Creek while accommodating stream flows necessary to support water supply.

Project Cost by Phase	
Acquisition:	3,228
Design/PM:	5,584
Construction:	32,545
Furniture/Reloc:	0
Other:	752
Project Total:	42,109

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Watershed Planning and Restoration Fund, Army Corps of Engineers	4,781	469	880	16,775	18,497	707	0	36,859	0	42,109
TOTALS:	**4,781**	**469**	**880**	**16,775**	**18,497**	**707**	**0**	**36,859**	**0**	**42,109**

All Values are presented in Thousands (1 x 1000)

Dry Creek Habitat Enhancement Project (Phase 2)

Function Area: **Request: WA08043**

Development Services

Department/Division:

Water Agency / Water Supply - Warm Springs Dam

Project Description

As identified in the Russian River Biological Opinion (National Marine Fisheries Service, 2008), the Dry Creek Habitat Enhancement Project -phase 2 (Project) is the second phase of a 3-6 mile enhancement project within the main stem of Dry Creek. The Project site is within the Dry Creek channel and on private properties in an unincorporated area of Sonoma County, California. The objective of the Project is to increase the amount of high quality rearing habitat for juvenile coho and steelhead by implementing enhancement practices that emulate natural geomorphic effects. The primary enhancement approaches planned for the Project include, but are not limited to the following: Backwater Channels & Ponds; Constructed Riffles; Pool Enhancement; Winter Refuge Enhancement; Log Jams and Large Woody Debris Placement; Boulder Clusters; and Streambank Stabilization, Repair and Construction.

Project Cost by Phase	
Acquisition:	1,571
Design/PM:	2,100
Construction:	9,289
Furniture/Reloc:	0
Other:	939
Project Total:	13,899

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Other, Army Corps of Engineers	7,678	500	5,420	281	20	0	0	5,721	0	13,899
TOTALS:	**7,678**	**500**	**5,420**	**281**	**20**	**0**	**0**	**5,721**	**0**	**13,899**

All Values are presented in Thousands (1 x 1000)

Dry Creek Habitat Enhancement Project (Phase 3)

Function Area:
Development Services

Request: WA14023

Department/Division:
Water Agency / Water Supply - Warm Springs Dam

Project Description

As identified in the Russian River Biological Opinion (National Marine Fisheries Service, 2008), the Dry Creek Habitat Enhancement Project -phase 3 (Project) is the third phase of a 3-6 mile enhancement project within the main stem of Dry Creek. The Project site is within the Dry Creek channel and on private properties in an unincorporated area of Sonoma County, California. The objective of the Project is to increase the amount of high quality rearing habitat for juvenile coho and steelhead by implementing enhancement practices that emulate natural geomorphic effects. The primary enhancement approaches planned for the Project include, but are not limited to the following: Backwater Channels & Ponds; Constructed Riffles; Pool Enhancement; Winter Refuge Enhancement; Log Jams and Large Woody Debris Placement; Boulder Clusters; and Streambank Stabilization, Repair and Construction.

Project Cost by Phase	
Acquisition:	1,198
Design/PM:	1,203
Construction:	7,663
Furniture/Reloc:	0
Other:	540
Project Total:	10,604

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Other, Army Corps of Engineers	4,675	2,025	3,600	274	30	0	0	3,904	0	10,604
TOTALS:	**4,675**	**2,025**	**3,600**	**274**	**30**	**0**	**0**	**3,904**	**0**	**10,604**

All Values are presented in Thousands (1 x 1000)

Santa Rosa Creek Conduit Resurfacing

Function Area:
Development Services

Request: WA17014

Department/Division:
Water Agency / Zone 1A Flood Control

Project Description

Portions of the concrete floor of the Santa Rosa Creek double box culvert, located in downtown Santa Rosa, between E Street and Mendocino Avenue, have eroded due to sediment abrasion. Portions of the floor will be resurfaced to protect the structural integrity of the culvert.

Project Cost by Phase	
Acquisition:	2
Design/PM:	137
Construction:	500
Furniture/Reloc:	0
Other:	21
Project Total:	660

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Zone 1A	0	160	500	0	0	0	0	500	0	660
TOTALS:	**0**	**160**	**500**	**0**	**0**	**0**	**0**	**500**	**0**	**660**

All Values are presented in Thousands (1 x 1000)

Santa Rosa Creek Vortex Tube Resurfacing

Function Area:
Development Services

Request: WA17015

Department/Division:
Water Agency / Zone 1A Flood Control

Project Description

Portions of the concrete floor of the Santa Rosa Creek vortext tube culvert, located in Santa Rosa at the crossing beneath Montgomery Drive, have eroded due to sediment abrasion. Portions of the floor will be resurfaced and/or repaired to protect the structural integrity of the culvert.

Project Cost by Phase	
Acquisition:	2
Design/PM:	150
Construction:	578
Furniture/Reloc:	0
Other:	20
Project Total:	750

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Zone 1A	0	0	750	0	0	0	0	750	0	750
TOTALS:	**0**	**0**	**750**	**0**	**0**	**0**	**0**	**750**	**0**	**750**

All Values are presented in Thousands (1 x 1000)

Copeland Creek Detention-Recharge & Habitat Restoration - Phase 1

Function Area:
Development Services

Request: WA07073

Department/Division:
Water Agency / Zone 1A Flood Control

Project Description

An integrated multi-benefit flood control & groundwater recharge project, including construction of detention-recharge elements adjacent Copeland Creek, upstream of Petaluma Hill Road, and habitat restoration downstream to Hwy 101. Phase 1 will implement instream restoration and perform the majority of design and California Environmental Quality Act for the project.

Project Cost by Phase	
Acquisition:	25
Design/PM:	610
Construction:	600
Furniture/Reloc:	0
Other:	75
Project Total:	1,310

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Zone 1A, Department of Water Resources	766	519	25	0	0	0	0	25	0	1,310
TOTALS:	**766**	**519**	**25**	**0**	**0**	**0**	**0**	**25**	**0**	**1,310**

All Values are presented in Thousands (1 x 1000)

Santa Rosa Creek Fish Ladder Repair

Function Area:
Development Services

Request: WA06074

Department/Division:
Water Agency / Zone 1A Flood Control

Project Description

Repair inlet structure to the Santa Rosa Creek fish ladder to improve fish passage function.

Project Cost by Phase	
Acquisition:	7
Design/PM:	210
Construction:	213
Furniture/Reloc:	0
Other:	33
Project Total:	463

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Zone 1A	115	48	215	85	0	0	0	300	0	463
TOTALS:	**115**	**48**	**215**	**85**	**0**	**0**	**0**	**300**	**0**	**463**

All Values are presented in Thousands (1 x 1000)

Adobe Creek Sediment Basin

Function Area:
Development Services

Request: WA08079

Department/Division:
Water Agency / Zone 2A Flood Control

Project Description

Design and construct a sediment capture feature along Adobe Creek, in the vicinty of of the Casa Grande double box culvert.

Project Cost by Phase	
Acquisition:	0
Design/PM:	108
Construction:	500
Furniture/Reloc:	0
Other:	0
Project Total:	608

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Zone 2A	0	0	108	0	500	0	0	608	0	608
TOTALS:	**0**	**0**	**108**	**0**	**500**	**0**	**0**	**608**	**0**	**608**

All Values are presented in Thousands (1 x 1000)

Kelly Creek at Sunnyslope Avenue Pre-Design

Function Area:
Development Services

Request: WA08083

Department/Division:
Water Agency / Zone 2A Flood Control

Project Description

Funding Agreement with City of Petaluma to commence design of a project to reduce localized flooding adversely affecting residential properties and structures adjacent to Kelly Creek downstream of Sunnyslope Avenue by reconnecting the natural, open stream portion of Kelly Creek flows and diverting the piped collection system to an appropriate facility; Improve water quality in the open channel of Kelly Creek by reconnecting the upstream flows from the open channel of Kelly Creek and diverting the contained culvert to the existing culverted system.

Project Cost by Phase	
Acquisition:	0
Design/PM:	62
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	62

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Zone 2A	0	0	62	0	0	0	0	62	0	62
TOTALS:	**0**	**0**	**62**	**0**	**0**	**0**	**0**	**62**	**0**	**62**

All Values are presented in Thousands (1 x 1000)

Petaluma River (Corona Reach) Overflow Channel Feasibility Study

Function Area:
Development Services

Request: WA08081

Department/Division:
Water Agency / Zone 2A Flood Control

Project Description

Funding Agreement with City of Petaluma to conduct feasibility analysis and model run for 1) a linear detention channel along the west side of Highway 101 from Corona Road overpass south along the old railroad right-of-way, and 2) modification of the Capri Creek confluence with Petaluma River to reduce flow obstructions

Project Cost by Phase	
Acquisition:	0
Design/PM:	122
Construction:	0
Furniture/Reloc:	0
Other:	0
Project Total:	122

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Zone 2A	0	0	122	0	0	0	0	122	0	122
TOTALS:	**0**	**0**	**122**	**0**	**0**	**0**	**0**	**122**	**0**	**122**

All Values are presented in Thousands (1 x 1000)

Washington Creek Repair & Enhancement

Function Area:
Development Services

Request: WA08076

Department/Division:
Water Agency / Zone 2A Flood Control

Project Description

Funding Agreement with City of Petaluma to implement structural repairs and cross-sectional modifications to the Washington Creek corridor to conserve, and where possible, increase flow capacity.

Project Cost by Phase	
Acquisition:	0
Design/PM:	33
Construction:	129
Furniture/Reloc:	0
Other:	18
Project Total:	180

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Zone 2A	0	0	180	0	0	0	0	180	0	180
TOTALS:	**0**	**0**	**180**	**0**	**0**	**0**	**0**	**180**	**0**	**180**

All Values are presented in Thousands (1 x 1000)

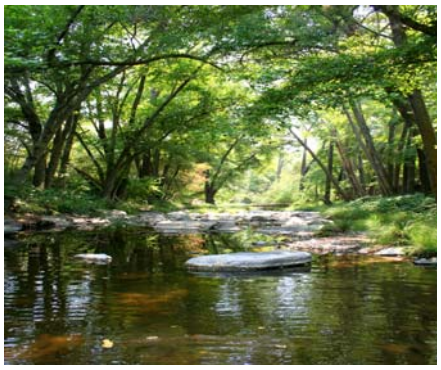
Watershed Enhancement Project

Function Area:
Development Services

Request: WA17017

Department/Division:
Water Agency / Zone 2A Flood Control

Project Description



Develop and implent a watershed enhancement project satisfying SFRWQCB requirements for stream maintenance permit mitigation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	150
Construction:	525
Furniture/Reloc:	0
Other:	75
Project Total:	750

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Zone 2A	0	0	250	500	0	0	0	750	0	750
TOTALS:	**0**	**0**	**250**	**500**	**0**	**0**	**0**	**750**	**0**	**750**

All Values are presented in Thousands (1 x 1000)

Petaluma River Flood Management & Enhancement- Denman Reach

Function Area: **Request: WA17016**

Development Services

Department/Division:

Water Agency / Zone 2A Flood Control

Project Description

Funding agreement with the City of Petaluma to conduct design, California Environmental Quality Act, permitting and construct a multi-benefit flood reduction and habitat enhancement project in the Denman Reach of the Petaluma River. The Zone 2A funding provides for local match services for a Department of Water Resources Proposition 1E Grant that will fund $1.9 million of the project cost. The project will reduce sediment obstruction in he river at the Corona Bridge and provide enhanced flood storage capacity and habitat on a parcel to be acquired by the City of Petaluma within the Denman Reach of the Petaluma River.

Project Cost by Phase	
Acquisition:	1,125
Design/PM:	126
Construction:	1,288
Furniture/Reloc:	0
Other:	111
Project Total:	2,650

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Zone 2A, Department of Water Resources	0	0	1,500	1,100	50	0	0	2,650	0	2,650
TOTALS:	**0**	**0**	**1,500**	**1,100**	**50**	**0**	**0**	**2,650**	**0**	**2,650**

All Values are presented in Thousands (1 x 1000)

Upper Sonoma Creek (Kenwood-Adobe) Project

Function Area:
Development Services

Request: WA04087

Department/Division:
Water Agency / Zone 3A Flood Control

Project Description

Funding agreement with Sonoma Ecology Center for design of an integrated multi-benefit demonstration project to address flooding along Sonoma Creek from the Hwy 12 bridge in Kenwood to 0.5 miles downstream and the larger study area consisting of the entire contributing area (Adobe Canyon's alluvial fan). This project will provide a demonstration for future integrated water management projects regarding the integration of flood protection and groundwater recharge. It helps to fulfill the objectives of the Sonoma Creek and Tributaries Sediment Total Maximum Daily Load, the Sonoma Valley Groundwater Management Plan, and the Sonoma Creek Watershed Enhancement Plan. The funding agreement also provides some funds to support the vegetation managment in the lower channel.

Project Cost by Phase	
Acquisition:	0
Design/PM:	658
Construction:	20
Furniture/Reloc:	0
Other:	0
Project Total:	678

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Zone 3A	290	2	386	0	0	0	0	386	0	678
TOTALS:	**290**	**2**	**386**	**0**	**0**	**0**	**0**	**386**	**0**	**678**

All Values are presented in Thousands (1 x 1000)

Aerator Replacement

Function Area:
Development Services

Request: WA17011

Department/Division:
Water Agency / Airport-Larkfield-Wikiup Sanitation Zone

Project Description

The mechanical aerators used in the wastewater treatment plant's aeration basins, which provide the biological treatment, are reaching the end of their useful life and will be replaced.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	175
Furniture/Reloc:	0
Other:	0
Project Total:	175

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Airport Larkfield Wikiup Sanitation Zone	0	75	50	25	25	0	0	100	0	175
TOTALS:	**0**	**75**	**50**	**25**	**25**	**0**	**0**	**100**	**0**	**175**

All Values are presented in Thousands (1 x 1000)

Filter Modules Replacement

Function Area: **Request: WA14027**

Development Services

Department/Division:

Water Agency / Airport-Larkfield-Wikiup Sanitation Zone

Project Description

Replace microfiltration filter modules at end of useful life.

Project Cost by Phase	
Acquisition:	0
Design/PM:	25
Construction:	175
Furniture/Reloc:	0
Other:	0
Project Total:	200

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Airport Larkfield Wikiup Sanitation Zone	0	0	0	0	0	0	200	200	0	200
TOTALS:	**0**	**0**	**0**	**0**	**0**	**0**	**200**	**200**	**0**	**200**

All Values are presented in Thousands (1 x 1000)

Treatment Plant - TertiarySupply/Effluent Pipelines and Pump Station

Function Area: **Request: WA11005**

Development Services

Department/Division:

Water Agency / Airport-Larkfield-Wikiup Sanitation Zone

Project Description

This project (formerly known as South Pond Recirculation Pipeline) includes several aspects to improve both secondary and tertiary treatment processes. New pipelines, appurtenances, and a pump station will allow the plant to operate continuously in either secondary or tertiary mode without shutting down some tertiary and/or irrigation systems. Replacement of the transfer pumps and separating the secondary from tertiary electrical and programming systems will allow for efficiencies for operations, maintenance, and electrical usage. Rerouting of the tertiary filters to run efficiently and allow backwash to run through the entire treatment process, improving removal of particles. The backwash rerouting was formerly under the heading of Drain Improvements for Microfiltration Building but was incorporated into this project for cost savings and construction timing.

Project Cost by Phase	
Acquisition:	0
Design/PM:	340
Construction:	1,296
Furniture/Reloc:	0
Other:	3
Project Total:	1,639

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Airport Larkfield Wikiup Sanitation Zone	244	100	1,295	0	0	0	0	1,295	0	1,639
TOTALS:	**244**	**100**	**1,295**	**0**	**0**	**0**	**0**	**1,295**	**0**	**1,639**

All Values are presented in Thousands (1 x 1000)

Equalization Basin Lining

Function Area:
Development Services

Request: WA17010

Department/Division:
Water Agency / Occidental County Sanitation District

Project Description

Install membrane liner in the equalization basins to improve drainage and facilitate maintenance of the basins.

Project Cost by Phase	
Acquisition:	0
Design/PM:	14
Construction:	85
Furniture/Reloc:	0
Other:	1
Project Total:	100

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Occidental County Sanitation Zone	0	0	0	100	0	0	0	100	0	100
TOTALS:	**0**	**0**	**0**	**100**	**0**	**0**	**0**	**100**	**0**	**100**

All Values are presented in Thousands (1 x 1000)

Force Main Replacement

Function Area:
Development Services

Request: WA17009

Department/Division:
Water Agency / Occidental County Sanitation District

Project Description

Replace the force main pipeline between the lift station and the treatment plant. The project will enhance the reliability of the pipeline for modified operations associated with the truck fill station.

Project Cost by Phase	
Acquisition:	50
Design/PM:	150
Construction:	1,250
Furniture/Reloc:	0
Other:	50
Project Total:	1,500

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Occidental County Sanitation Zone	0	0	0	0	1,500	0	0	1,500	0	1,500
TOTALS:	**0**	**0**	**0**	**0**	**1,500**	**0**	**0**	**1,500**	**0**	**1,500**

All Values are presented in Thousands (1 x 1000)

Occidental County Sanitation District Truck Fill and Septage Receiving Station

Function Area: **Request: WA16009**

Development Services

Department/Division:

Water Agency / Occidental County Sanitation District

Project Description

Construct a truck fill station at Occidental County Sanitation District for filling waste hauler trucks with septage for treatment at an alternate location. Include improvements at the receiving station to accommodate safe and efficient transfer.

Project Cost by Phase	
Acquisition:	12
Design/PM:	233
Construction:	1,059
Furniture/Reloc:	0
Other:	96
Project Total:	1,400

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Occidental County Sanitation Zone	161	172	1,067	0	0	0	0	1,067	0	1,400
TOTALS:	**161**	**172**	**1,067**	**0**	**0**	**0**	**0**	**1,067**	**0**	**1,400**

All Values are presented in Thousands (1 x 1000)

Future Capital Replacements

Function Area: **Request: WA15003**

Development Services

Department/Division:

Water Agency / Penngrove Sanitation Zone

Project Description

Construct improvements to repair, rehabilitate, or replace portions of the collection and/or pumping system that are determined or known to have insufficient capacity for existing flows.

Project Cost by Phase	
Acquisition:	10
Design/PM:	45
Construction:	140
Furniture/Reloc:	0
Other:	15
Project Total:	210

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Penngrove Sanitation Zone	0	0	30	30	30	30	30	150	60	210
TOTALS:	**0**	**0**	**30**	**30**	**30**	**30**	**30**	**150**	**60**	**210**

All Values are presented in Thousands (1 x 1000)

Lift Station Electrical Upgrade and Pump Replacement

Function Area: **Request: WA12018**

Development Services

Department/Division:

Water Agency / Penngrove Sanitation Zone

Project Description

The Penngrove Lift Station serves the Penngrove Sanitation Zone, 475 acres and 500 Equivalent Single Family Dwellings, and pumps wastewater from the Penngrove collection system to the City of Petaluma for treatment and disposal. This project will involve replacement of the Motor Control Center and Pumps in the Lift Station to safeguard against flooding. The project includes elevating the electrical panels, upgrading the power distribution and providing reliable and redundant pump controls. The project will also replace the existing wastewater pumps that are inadequate to pump high flows, reducing the risk of flood damage during future storm events.

Project Cost by Phase	
Acquisition:	8
Design/PM:	226
Construction:	360
Furniture/Reloc:	0
Other:	7
Project Total:	601

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Penngrove Sanitation Zone	110	84	322	85	0	0	0	407	0	601
TOTALS:	**110**	**84**	**322**	**85**	**0**	**0**	**0**	**407**	**0**	**601**

All Values are presented in Thousands (1 x 1000)

Guerneville Lift Station Electrical Upgrade Project

Function Area: **Request: WA17003**

Development Services

Department/Division:

Water Agency / Russian River County Sanitation District

Project Description

The Guerneville Lift Station motor and control termination boxes need to be replaced and reloctaed to a non-corrosive area for maintenance and safety purposes.

Project Cost by Phase	
Acquisition:	1
Design/PM:	95
Construction:	167
Furniture/Reloc:	0
Other:	3
Project Total:	266

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Russian River County Sanitation District	4	220	42	0	0	0	0	42	0	266
TOTALS:	**4**	**220**	**42**	**0**	**0**	**0**	**0**	**42**	**0**	**266**

All Values are presented in Thousands (1 x 1000)

Capital Improvement Projects

Function Area: **Request: WA15020**

Development Services

Department/Division:

Water Agency / Russian River County Sanitation District

Project Description

Construction of improvements to repair, rehabilitate, upgrade and or replace portions of existing collection system and treatment plant infrastructure, including but not limited to: 1. force main between lift station and the treatment plant, or portions thereof; 2. Various lift stations; and 3. treatment elements including clarifiers, headworks and tertiary filters, and 4. administrative civil liabilities compliance project.

Project Cost by Phase	
Acquisition:	50
Design/PM:	250
Construction:	1,150
Furniture/Reloc:	0
Other:	100
Project Total:	1,550

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Russian River County Sanitation District	0	100	150	200	200	200	200	950	500	1,550
TOTALS:	**0**	**100**	**150**	**200**	**200**	**200**	**200**	**950**	**500**	**1,550**

All Values are presented in Thousands (1 x 1000)

Future Capital Replacements

Function Area: **Request: WA08025**

Development Services

Department/Division:

Water Agency / Sea Ranch Sanitation Zone

Project Description

Construction of improvements to repair, rehabilitate, or replace portions of the collection and/or treatment systems that are deteriorated or have insufficient capacity for existing flows.

Project Cost by Phase	
Acquisition:	0
Design/PM:	15
Construction:	60
Furniture/Reloc:	0
Other:	5
Project Total:	80

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sea Ranch Sanitation Zone	0	0	0	0	0	20	20	40	40	80
TOTALS:	**0**	**0**	**0**	**0**	**0**	**20**	**20**	**40**	**40**	**80**

All Values are presented in Thousands (1 x 1000)

Helm Lift Station Control Panel Replacement

Function Area:
Development Services

Request: WA17012

Department/Division:
Water Agency / Sea Ranch Sanitation Zone

Project Description

Replace the existing lift station control panel.

Project Cost by Phase	
Acquisition:	0
Design/PM:	10
Construction:	90
Furniture/Reloc:	0
Other:	0
Project Total:	100

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sea Ranch Sanitation Zone	0	0	0	0	100	0	0	100	0	100
TOTALS:	**0**	**0**	**0**	**0**	**100**	**0**	**0**	**100**	**0**	**100**

All Values are presented in Thousands (1 x 1000)

Collection System Creek Crossings

Function Area: **Request: WA11026**

Development Services

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description

Upgrade collection system pipe crossings at waterways to prevent damage during high stream flow events.

Project Cost by Phase	
Acquisition:	15
Design/PM:	298
Construction:	371
Furniture/Reloc:	0
Other:	27
Project Total:	711

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	231	62	408	5	5	0	0	418	0	711
TOTALS:	**231**	**62**	**408**	**5**	**5**	**0**	**0**	**418**	**0**	**711**

All Values are presented in Thousands (1 x 1000)

Future Collection System Replacements/Rehabilitation

Function Area:
Development Services

Request: WA15021

Department/Division:
Water Agency / Sonoma Valley County Sanitation District

Project Description

Replace and/or Rehabilitate collection system, pipe and related infrastructure to reduce inflows and infiltration into the system, and accomodate existing peak flows.

Project Cost by Phase	
Acquisition:	630
Design/PM:	2,520
Construction:	17,430
Furniture/Reloc:	0
Other:	420
Project Total:	21,000

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	0	0	0	3,500	3,500	3,500	10,500	10,500	21,000
TOTALS:	**0**	**0**	**0**	**0**	**3,500**	**3,500**	**3,500**	**10,500**	**10,500**	**21,000**

All Values are presented in Thousands (1 x 1000)

Hazard Mitigation Projects

Function Area: **Request: WA17013**

Development Services

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description

Implement measures to increase resiliency of collection and treatment systems against natural hazards, such as seismic or flooding events.

Project Cost by Phase	
Acquisition:	0
Design/PM:	440
Construction:	2,100
Furniture/Reloc:	0
Other:	60
Project Total:	2,600

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	100	750	250	250	250	250	1,750	750	2,600
TOTALS:	**0**	**100**	**750**	**250**	**250**	**250**	**250**	**1,750**	**750**	**2,600**

All Values are presented in Thousands (1 x 1000)

Reline Equalization Ponds

Function Area:
Development Services

Request: WA08032

Department/Division:
Water Agency / Sonoma Valley County Sanitation District

Project Description

Replace the impermeable liners for the existing equalization basins to prevent seepage out of the basins. All of the flow equalization basins were lined in the late 1990's. Basins 1 & 2 were lined with a fluid applied material that is beyond it's useful and repairable life. Basins 3 & 4 have remaining life, as determined by the manufacturer, but reparability of the membrane will decrease with time. This project will install new flexible, impermeable, membrane liners in equalization basins 1, 2, 3, & 4 with a 20 year life.

Project Cost by Phase	
Acquisition:	0
Design/PM:	236
Construction:	2,722
Furniture/Reloc:	0
Other:	8
Project Total:	2,966

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	76	25	1,715	1,150	0	0	0	2,865	0	2,966
TOTALS:	**76**	**25**	**1,715**	**1,150**	**0**	**0**	**0**	**2,865**	**0**	**2,966**

All Values are presented in Thousands (1 x 1000)

Sonoma Creek Bank Repair

Function Area:
Development Services

Request: WA14021

Department/Division:
Water Agency / Sonoma Valley County Sanitation District

Project Description

Implement measures to stabilize a failing stream bank and protect existing sewer pipes located along Sonoma Creek in Glen Ellen area, south of Kohler Creek confluence.

Project Cost by Phase	
Acquisition:	34
Design/PM:	159
Construction:	496
Furniture/Reloc:	0
Other:	57
Project Total:	746

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	111	58	509	68	0	0	0	577	0	746
TOTALS:	**111**	**58**	**509**	**68**	**0**	**0**	**0**	**577**	**0**	**746**

All Values are presented in Thousands (1 x 1000)

Sonoma Valley Treatment Plant Automation

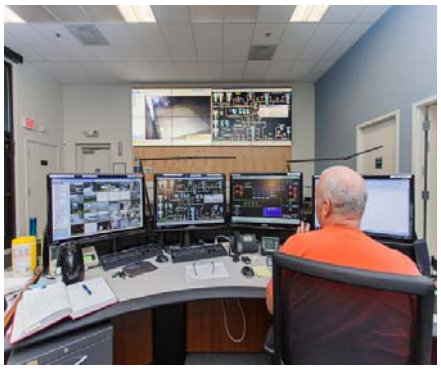
Function Area: **Request: WA17004**

Development Services

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description



Sonoma Valley Treatment Plant currently has minimal automation and operations staff has to manually make changes. With the treatment facility over an hour away from the Supervisory Control and Data Acquisition (SCADA) center, operations staff often has to be called out to make changes that could easily be made from the Supervisory Control and Data Acquisition (SCADA) center if it was automated. Operations staff has created a priority list and will systematically be going through the facility to complete necessary automation.

Project Cost by Phase	
Acquisition:	0
Design/PM:	125
Construction:	0
Furniture/Reloc:	0
Other:	125
Project Total:	250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	0	100	100	50	0	0	250	0	250
TOTALS:	**0**	**0**	**100**	**100**	**50**	**0**	**0**	**250**	**0**	**250**

All Values are presented in Thousands (1 x 1000)

Sonoma Valley Treatment Plant Blower Improvement Project

Function Area: **Request: WA17006**

Development Services

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description

Wastewater treatment is a biological process which requires oxygen. Oxygen is supplied to the aeration basin by large high volume blowers through fine bubble diffusers. The District is pursuing a project to complete a comprehensive technical evaluation and based on the results of the evaluation the district plans to rehabilitate or replace the five existing 150 horsepower centrifugal blowers that are 40 years old and at the end of their useful life.

Project Cost by Phase	
Acquisition:	0
Design/PM:	0
Construction:	300
Furniture/Reloc:	0
Other:	0
Project Total:	300

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	0	0	0	50	250	0	300	0	300
TOTALS:	**0**	**0**	**0**	**0**	**50**	**250**	**0**	**300**	**0**	**300**

All Values are presented in Thousands (1 x 1000)

Sonoma Valley Treatment Plant Electrical Reliability Project

Function Area: **Request: WA17002**

Development Services

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description

The proposed project is located at the Sonoma Valley County Sanitation District. The project consists of removing a transformer. medium voltage switch, equipment pad, transfer switch controller, transfer switches, switchboards and appurtenances; and installing pull boxes, raceways, conduit and cables, trenching, reconfiguring or replacing existing transfer switches, installing switchboards, power monitors, and electrical equipment as necessary; updating Arc Flash Hazard Assessment and other documents required to provide a complete, working system.

Project Cost by Phase	
Acquisition:	10
Design/PM:	130
Construction:	950
Furniture/Reloc:	0
Other:	10
Project Total:	1,100

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	100	500	500	0	0	0	1,000	0	1,100
TOTALS:	**0**	**100**	**500**	**500**	**0**	**0**	**0**	**1,000**	**0**	**1,100**

All Values are presented in Thousands (1 x 1000)

Sonoma Valley Treatment Plant Headworks Rehabilitation

Function Area: **Request: WA17005**

Development Services

Department/Division:

Water Agency / Sonoma Valley County Sanitation District

Project Description

Headworks at Sonoma Valley Treatment Plant needs to be replaced or rehabilitated. It is at end of life.

Project Cost by Phase	
Acquisition:	0
Design/PM:	50
Construction:	200
Furniture/Reloc:	0
Other:	0
Project Total:	250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	0	0	0	0	50	200	250	0	250
TOTALS:	**0**	**0**	**0**	**0**	**0**	**50**	**200**	**250**	**0**	**250**

All Values are presented in Thousands (1 x 1000)

Trunk Sewer Replacement

Function Area:
Development Services

Request: WA09030

Department/Division:
Water Agency / Sonoma Valley County Sanitation District

Project Description

The existing 21-inch Reinforced Concrete Pipe trunk sewer, and its appurtenant manholes, was constructed around 1958. This project will replace approximately 9,100 feet of the sewer trunk and appurtenance manholes with new 27-inch diameter sewer trunk from the intersection of 6th St. West at Studley St. to Happy Lane, including a double siphon crossing of Agua Caliente Creek (Manhole 90-3 to Manhole 136-5). The overall project has been split into 3 segments of roughly the same size, in addition to a separate segment for the crossing of Agua Caliente Creek. The 2001 Sonoma Valley County Sanitation District wet Weather Sewer Analysis of the existing trunk system found that much of the existing sewer trunk is inadequately sized to carry the discharge for future District buildout plus the inflow and infiltration from a 20-year frequency design storm. Additionally, the original Reinforced Concrete Pipe trunk sewer is reaching the end of its service life.

Project Cost by Phase	
Acquisition:	1,400
Design/PM:	3,000
Construction:	18,600
Furniture/Reloc:	0
Other:	763
Project Total:	23,763

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	5,422	739	6,598	6,450	4,554	0	0	17,602	0	23,763
TOTALS:	**5,422**	**739**	**6,598**	**6,450**	**4,554**	**0**	**0**	**17,602**	**0**	**23,763**

All Values are presented in Thousands (1 x 1000)

Wastewater Treatment Plant Roof Replacement Project

Function Area:
Development Services

Request: WA16013

Department/Division:
Water Agency / Sonoma Valley County Sanitation District

Project Description

This project is for the replacement of the roofs on the following buildings at the Wastewater Treatment Plant: 1. Administration 2. Maintenance 3. Influent

Project Cost by Phase	
Acquisition:	0
Design/PM:	40
Construction:	210
Furniture/Reloc:	0
Other:	0
Project Total:	250

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District	0	0	250	0	0	0	0	250	0	250
TOTALS:	**0**	**0**	**250**	**0**	**0**	**0**	**0**	**250**	**0**	**250**

All Values are presented in Thousands (1 x 1000)

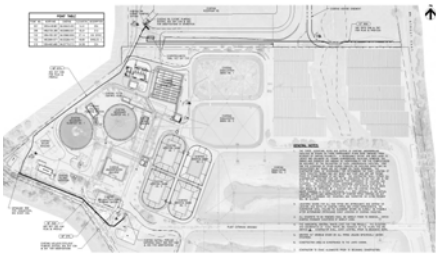
Wastewater Treatment Plant Pump and Piping Upgrade

Function Area:
Development Services

Request: WA11034

Department/Division:
Water Agency / Sonoma Valley County Sanitation District

Project Description



Construct pumping and piping upgrades at the wastewater treatment plant in order to increase quantity and flexibility for pumping recycled water to storage reservoirs, existing recycled water users, the Napa Salt Marsh, and new recycled water users located north of the treatment plant.

Project Cost by Phase	
Acquisition:	0
Design/PM:	1,018
Construction:	2,505
Furniture/Reloc:	0
Other:	24
Project Total:	3,547

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Sonoma Valley County Sanitation District, Bureau of Reclamation	924	2,503	120	0	0	0	0	120	0	3,547
TOTALS:	**924**	**2,503**	**120**	**0**	**0**	**0**	**0**	**120**	**0**	**3,547**

All Values are presented in Thousands (1 x 1000)

Blackwell Tract Collection System Replacement

Function Area: **Request: WA05040**

Development Services

Department/Division:

Water Agency / South Park County Sanitation District

Project Description

Replace approximately 5600 feet of existing 6-inch Vitrified Clay Pipe (VCP) and Asbestos Cement Pipe (ACP) sewer mains and appurtenant laterals, manholes, and main line cleanouts with new 8-inch plastic sewer pipe, laterals, mainline cleanouts, and precast concrete manholes. Additionally, approximately 580 feet of existing 4-inch water main and appurtenance will be replaced with 8-inch plastic water through an agreement with the City of Santa Rosa. The existing sewer facilities were originally constructed in approximately the mid-1950's.

Project Cost by Phase	
Acquisition:	43
Design/PM:	467
Construction:	4,316
Furniture/Reloc:	0
Other:	9
Project Total:	4,835

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
South Park County Sanitation District	246	273	4,316	0	0	0	0	4,316	0	4,835
TOTALS:	**246**	**273**	**4,316**	**0**	**0**	**0**	**0**	**4,316**	**0**	**4,835**

All Values are presented in Thousands (1 x 1000)

East Robles Collection System Replacement

Function Area:
Development Services

Request: WA11037

Department/Division:
Water Agency / South Park County Sanitation District

Project Description

This project will replace approximately 3000 feet of deteriorated and sub-standard sewer collection system piping and appurtenances in the vicinity of E. Robles Ave.

Project Cost by Phase	
Acquisition:	133
Design/PM:	258
Construction:	1,827
Furniture/Reloc:	0
Other:	28
Project Total:	2,246

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
South Park County Sanitation District	50	175	1,898	123	0	0	0	2,021	0	2,246
TOTALS:	**50**	**175**	**1,898**	**123**	**0**	**0**	**0**	**2,021**	**0**	**2,246**

All Values are presented in Thousands (1 x 1000)

Electric Vehicle Charging Stations

Function Area:
Development Services

Request: WA16014

Department/Division:
Water Agency / Internal Services Fund

Project Description

Install grant funded charging stations (5) for charging agency electric vehicles. The project consists of the installation of five new dual electric vehicle charge stations. The project would increase the available charging stations to a total of ten and would be powered by the existing solar photovoltaic supplemented power supply located at the building at 404 Aviation Boulevard.

Project Cost by Phase	
Acquisition:	1
Design/PM:	100
Construction:	172
Furniture/Reloc:	0
Other:	4
Project Total:	277

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Power Resources	0	247	30	0	0	0	0	30	0	277
TOTALS:	**0**	**247**	**30**	**0**	**0**	**0**	**0**	**30**	**0**	**277**

All Values are presented in Thousands (1 x 1000)

Solar Photovoltaic Upgrade

Function Area: **Request: WA16015**

Development Services

Department/Division:

Water Agency / Internal Services Fund

Project Description

Replace DC leads and inverters and related equipment that have reached the end of their useful life associated with various Water Agency photovoltaic arrays. This project also specifically includes replacement of Inverter D at the Sonoma Valley Treatment Plant.

Project Cost by Phase	
Acquisition:	0
Design/PM:	150
Construction:	400
Furniture/Reloc:	0
Other:	50
Project Total:	600

Operation and Maintenance Cost	
Utilities:	0
Maintenance:	0
Other:	0
OM Total:	0

Personnel:	0
Revenue/Refund:	0

Service Impact:

Available Funding Sources	Prior FYs	Current FY	FY1 2017-18	FY2 2018-19	FY3 2019-20	FY4 2020-21	FY5 2021-22	5YR Total	Future YRs	Project Total
Power Resources	0	200	400	0	0	0	0	400	0	600
TOTALS:	**0**	**200**	**400**	**0**	**0**	**0**	**0**	**400**	**0**	**600**

All Values are presented in Thousands (1 x 1000)

SONOMA COUNTY
18
50
CALIFORNIA
AGRICULTURE
INDUSTRY
RECREATION
CALIFORNIA
REPUBLIC

APPENDIX

Appendix I

Project Funding Database Field Descriptions

The following describes the fields used in the Capital Improvement Plan – Project Details sheets.

LABEL	DESCRIPTION
Request Number	Located at the top of the Project Details sheet, this identifier will uniquely identify the request. The format is as follows:
	• First characters identifies Agency (R-General Govt; RP-Regional Parks; TPW = Transportation & Public Works; WA = Water Agency • The next 2 numbers are the origination year "YY" where a project first requested for 2009 would be 09 • The last numbers are the unique number and range from 001 through 9999. An example would be "TPW02035," which would translate to: Transportation and Public Works Project, Requested for FY2002 and Unique #35.
Project Name	Located at the top of the Project Details sheet is the Name of the project. Project names are brief (less than 50 characters) and include key descriptors like location, requestor or activity
Function	Functional areas identified in the County Budget that groups together Departments for financial reporting:
	ADMINISTRATIVE SUPPORT AND FISCAL SERVICES • Board of Supervisors/County Administrator • County Counsel • Human Resources • General Services • Information Systems • Non-Departmental • Auditor-Controller-Treasurer-Tax-Collector • County Clerk-Recorder-Assessor JUSTICE SERVICES • Court Support and Grand Jury • Probation • District Attorney • Public Defender • Sheriff

Appendix I

LABEL	DESCRIPTION
Function	HEALTH AND HUMAN SERVICES • Health Services • Human Services • IHSS Public Authority • Child Support Services • Hospital Enterprise Closeout DEVELOPMENT SERVICES • Permit and Resource Management • Community Development Commission • Fire and Emergency Services • Transportation & Public Works • Water Agency • Economic Development Board • Regional Parks OTHER COUNTY SERVICES • Agricultural Preservation and Open Space District • Agricultural Commissioner • U.C. Cooperative Extension • Library • Fairgrounds • Advertising
Department/ Division	Department Name and Division if applicable
Status	Provide information for the status of the project to include what state the project is
Label	Description
	• Request = Project not previously worked on • Active = Project previously funded and work is in progress
Start Date	This is the estimated start date for a project with Status = Request and actual start date for a project with Status = Active
End Date	This is the estimated end date for the project

Appendix I

LABEL	DESCRIPTION
Description	Detailed description to include the purpose of the project, who requested the project, benefits, value, or increased efficiencies of the project, how it aligns with current County Goals and objectives and a compelling justification for the project. Also include a statement on how this project aligns with the Board's Strategic Plan Focus Area you assigned to the project.
Net Impact on Operating Budget	Operating cost impact, if clarification is needed. Also include cost savings or additional revenues generated by the project.
Project Costs (in thousands)	All one-time project costs including: • Acquisition = All Costs associated with acquiring new land/building or decommissioning • Construction = All cost of Construction • Furniture/Reloc = All cost of Furniture and Relocation • Design/PM = All cost for designing and Project Management • Other = All other associated project costs • Project Total = Total of all Project Costs listed above. Project Cost should equal requested Funding.
O and M Costs (in thousands)	All Operations and Maintenance related costs including:
	• Utilities = Ongoing Annual Utility Costs • Maintenance = Ongoing Annual Maintenance Cost (+ or -) due to project • Personnel = Cost of FTE (+ or -) associated with project • Other = All other operating costs associated with project • OM Total = Total of all O and M costs listed above
Refund/Revenue	Identified expected refunds or revenue gained due to the project. Note: This is for information purposes only and not calculated into form totals.
Funding Summary (in thousands)	Funding details needed to meet Project Cost including:
	• Funding Source = Identified or potential funding sources for each project. Many projects require multiple funding sources to be fully funded • Index = Unique number assigned by Auditor Controller • Prior Years = Project funding for years prior to the current year

Appendix I & II

LABEL	DESCRIPTION
	• Current Year = Project funding for current year • FY1 2017-18 = Project funding required for first Fiscal Year of the 5 Year Plan • FY2 2018-19 = Project funding required for second Fiscal Year of the 5 Year Plan • FY3 2019-20 = Project funding required for third Fiscal Year of the 5 Year Plan • FY4 2020-21 = Project funding required for fourth Fiscal Year of the 5 Year Plan • FY5 2021-22 = Project funding required for fifth Fiscal Year of the 5 Year Plan • 5 YR Total = Total Project Funding for Year one through year 5 of the 5 Year Plan • Future Years = Project funding required for years beyond the 5 Year Plan • Project Total = Project Funding required for the life of the project (all years) • Totals = Totals of all Project Funding Sources by Years

Common Acronyms

Acronym	Translation
ADA	Americans with Disabilities Act
Bldgs	Buildings
CAC	County Administration Center
CAO	County Administrative Office
CCC	Community Corrections Center
CCFP	Consolidated County Facilities Plan
CEP	Consolidated Energy Plan
CFL	Compact Florescent Lamp/Light
CJP	Criminal Justice Precinct
CMP	Central Mechanical Plant
CIP	Capital Improvement Plan
CRA	Clerk Recorder Assessor
CSA	California Service Area
CSA	Correctional Standard Authority
FY	Fiscal Year
GGCIP	General Government Capital Improvement Plan
HOJ	Hall of Justice
HS	Health Services
HVAC	Heating Ventilation Air Conditioning
IMP	Improvement
ISD	Information Systems Department
JJC	Juvenile Justice Center
KV	Kilo Volt(s)
L&B	Land and Building
LED	Light Emitting Diode

Acronym	Translation
LG	Los Guilicos
MADF	Main Adult Detention Facility
ME	Major Equipment
MT	Maintenance
NCDF	North County Detention Facility
PL	Planning
TOT	Transient Occupancy Tax
Vets	Veterans Halls
VMCH	Valley of the Moon Children's Home
YR	Year

Appendix III

Facility Condition Assessment Glossary

ITEM	DEFINITION
Asset Number	Unique identification number assigned to the building.
Cost/Unit	A System's Unit Cost Basis is the amount of the system for which the Systems Cost Estimate is built. The total cost of the line items divided by the Unit Cost Basis determines the Unit Cost. The System's Unit Cost Basis allows estimators who are building System Templates to build cost estimates based upon realistic quantities of the system that they are working with, in order to populate the Unit Cost field efficiently (allowing them to estimate for 1000 SF of roofing, instead of for 1 SF of roofing). For example: A Roofing System Template may be built with a Unit Cost Basis of 1000, so that the line items are based upon 1000 SF of roof area. If the total cost for a 1000 SF membrane roof is $9,830, you then divide $9,830 by the Unit Cost Basis of 1000, then you arrive at a $9.83 per SF. Then enter the exact number of SF for a roof (for example: 25,000 SF) and the System's Replacement Cost is calculated accordingly (25,000 SF x $9.83 per SF = $245,750 System Replacement Cost).
FCI	Facility Condition Index. FCI is an industry-standard index that objectively measures the current condition of a facility, allowing comparison both within and among institutions. To determine FCI for any given set of Assets, the total cost of remedying deferred maintenance Requirements is divided by the current replacement value. Generally, the higher the FCI, the poorer the condition of the facility. An Administrator may configure FCI to include and exclude Requirements based on category and recommended action date.
FCI Cost	Facility Condition Index Cost. Formula: FCI / Replacement Value.
Replacement Value	Asset Replacement Value (RV) is the total amount of expenditure required to construct a replacement facility to the current building codes, design criteria, and materials. The RV for a single Asset can be based on the sum of the System replacement costs, or it can be a custom cost. The RV may include or exclude overhead costs.
RI	Requirements Index. A total needs Requirement index. RI includes the costs of all non-closed Requirements regardless of category and time.
RI Cost	To determine RI for any given Asset, the total cost of addressing all Requirements is divided by the current replacement value. Formula: RI / Replacement Value
Size	Gross building size in square feet.

Project Index — General Government

Detail Sheet	Rank #	Request #	Phase	Name
B-54	1	R110040	ACTIVE	Radio-Infrastructure (Various Communication Towers)
B-55	2	R160018	ACTIVE	MADF-Housing Safety and Security Requirements
B-56	3	R150044	ACTIVE	Detention-Electronic Security and Communications Improvements
B-57	4	R120002	ACTIVE	HOJ Elevator Life Extension Updates
B-58	5	R120004	ACTIVE	MADF-Re-Roof
B-59	6	R090002	ACTIVE	County Accessibility Barrier Removal
B-60	7	R130004	ACTIVE	Fire Garage (Volunteer) - Lakeville
B-61	8	R160012	ACTIVE	DHS-Animal Services Grand Jury Mitigation
B-62	9	R010001	ACTIVE	County Hazardous Materials Abatement - All Buildings
B-63	10	R110028	ACTIVE	New State Courthouse: Coordination Support
B-64	11	R110032	ACTIVE	MADF-Inmate Transfer Connection to Courthouse
B-65	12	R180026	ACTIVE	SHR-Seaview Tower Removal
B-66	13	R160015	REQUEST	Sheriff-911 Dispatch Console Replacement
B-67	14	R170004	REQUEST	HSD-Valley of the Moon Children's Center HVAC Isolation
B-68	15	R160023	REQUEST	GG-Facility Condition and Asset Preservation
B-69	16	R180018	REQUEST	ISD-Data Center Power Improvements
B-70	17	R070004	REQUEST	PRMD-Roofing Replacement
B-71	18	R100013	REQUEST	Veterans/Community Bldgs. Maintenance & Repairs Annual Costs
B-72	19	R160017	REQUEST	MADF-Dental Office Ergonomic/Safety Upgrade
B-73	20	R170021	REQUEST	Sheriff-Jail Management System
B-74	21	R100001	ACTIVE	Radio-Communications County Microwave System (Links)
B-75	22	R090005	ACTIVE	MADF-Dayroom Cameras - Phase 2
B-76	23	R150038	ACTIVE	Build 2050: County Government Center Development
B-77	24	R120009	ACTIVE	CMP-Boilers
B-78	25	R120010	REQUEST	Library-Guerneville North & East Side Rot Repair
B-79	26	R130003	REQUEST	Fire Garage (Volunteer) - Two Rock
B-80	27	R130005	REQUEST	Fire Garage (Volunteer) - San Antonio
B-81	28	R180001	REQUEST	CC-County Counsel Consolidation
B-82	29	R150011	REQUEST	MADF-Central Control Remodel
B-83	30	R170026	REQUEST	DHS-Animal Services Relocation or Major Improvements
B-84	31	R140152	ESTIMATED	MADF-Reinforce/Upgrade Lobby Doors
B-85	32	R150084	ACTIVE	TPW-Santa Rosa Road Yard Emergency Generator
B-86	33	R160007	ACTIVE	HSD-Adult & Aging Expansion

Project Index — General Government

Detail Sheet	Rank #	Request #	Phase	Name
B-87	34	R150163	ACTIVE	ISD-2300 Professional Reconfiguration
B-88	35	R150001	ACTIVE	BOS/CAO-Carpet
B-89	36	R160210	ACTIVE	Probation Camp-Office Expansion
B-90	37	R130021	REQUEST	Probation Camp Expansion
B-91	38	R160004	REQUEST	Fair-Hall of Flowers Roofing Replacement
B-92	39	R160005	REQUEST	Fair-Grace Pavilion Roofing Replacement
B-93	40	R180012	REQUEST	DHS-Lobby Enlargement/Security Enhancement-Animal Services
B-94	41	R130007	REQUEST	Library-Guerneville Renovation
B-95	42	R160028	REQUEST	Radio-Dispatch Audio Recorder Replacement
B-96	43	R160056	REQUEST	HSD-Neighborhood Placed Service
B-97	44	R180017	REQUEST	ISD-Reprographics Space Repurpose
B-98	45	R180016	REQUEST	DHS-Storage Warehouse Building-Animal Services
B-99	46	R180020	REQUEST	NCDF-Lobby/Intake Ergonomic Upgrades
B-100	47	R150032	REQUEST	Probation Camp-Paving
B-101	48	R170027	REQUEST	LG-Master Planning
B-102	49	R170001	REQUEST	CRA-ROV Reconfiguration
B-103	50	R130008	REQUEST	CRA-Consolidation Project
B-104	51	R180005	REQUEST	HSD-Door for Paulin Reception
B-105	52	R160014	REQUEST	Sheriff-Russian River West County Public Safety Building
B-106	53	R180003	REQUEST	HSD-Security Cameras in Various HSD Locations
B-107	54	R150008	REQUEST	ISD-Data Center Power Improvements
B-108	55	R150009	REQUEST	ISD-Com-Cell Phone Booster
B-109	56	R180007	REQUEST	HSD-Paulin Parking Lot Lights
B-110	57	R180008	REQUEST	DHS-Surveillance Cameras-Animal Services
B-111	58	R180010	REQUEST	DHS-Replace Play Yard Fencing-Animal Services
B-112	59	R180009	REQUEST	DHS-Staff Only Driveway-Animal Services
B-113	60	R100003	REQUEST	Radio-Network Monitoring System (NMS)
B-114	61	R120048	REQUEST	Radio-700 MHz Trunked System
B-115	62	R180014	REQUEST	DHS-Reconfigure Parking Lot-Animal Services
B-116	63	R180019	REQUEST	PRO-Modular Trailer-Supervised Adult Crew Yard
B-117	64	R180004	REQUEST	HSD-Employment & Training Resource Room Reconfiguration
B-118	65	R170005	REQUEST	HSD-Westwind Conference Room Conversion
B-119	66	R180027	REQUEST	2017-2022 Capital Improvement Plan

Project Index — Regional Parks

Page #	Request #	Name	Division
C-10	RP14040	Andy's Unity Park	4 - Santa Rosa
C-11	RP16080	Bay Area Ridge Trail - Acquisition and Planning	5 - South County
C-12	RP07050	Bay Trail - Petaluma	5 - South County
C-13	RP07063	Bay Trail - Sonoma	6 - Sonoma Valley
C-14	RP16053	Bellevue Creek Trail	5 - South County
C-15	RP09010	Bodega Bay Bike & Pedestrian Trail - Coastal Harbor	1 - Sonoma Coast
C-16	RP09004	Bodega Bay Bike & Pedestrian Trail - Coastal North Harbor	1 - Sonoma Coast
C-17	RP08001	Bodega Bay Bike & Pedestrian Trail - Coastal Prairie	1 - Sonoma Coast
C-18	RP15050	Bodega Bay Bike & Pedestrian Trail - Smith Brothers Road	1 - Sonoma Coast
C-19	RP07066	Bodega Bay Dredging	1 - Sonoma Coast
C-20	RP15080	Calabazas Creek Preserve	6 - Sonoma Valley
C-21	RP15058	California Coastal Trail	1 - Sonoma Coast
C-22	RP13001	Carrington Ranch Preserve	1 - Sonoma Coast
C-23	RP07059	Central Sonoma Valley Trail	6 - Sonoma Valley
C-24	RP15022	Cloverdale River Park Phase 4	2 - North County
C-25	RP16020	Coastal Trail Kashia Pomo	1 - Sonoma Coast
C-26	RP15042	Colgan Creek Bikeway Phase 2	4 - Santa Rosa
C-27	RP11051	Copeland Creek Trail	5 - South County
C-28	RP13054	Crane Creek Park Expansion	5 - South County
C-29	RP15085	Del Rio Woods	2 - North County
C-30	RP10012	Doran Park - Boat Launch	1 - Sonoma Coast
C-31	RP10013	Doran Park - Disabled Access Improvements	1 - Sonoma Coast
C-32	RP14062	Doran Park - Major Maintenance	1 - Sonoma Coast
C-33	RP18005	Doran Park - Shell Restroom	1 - Sonoma Coast
C-34	RP17085	Doran Park - Visitor Center	1 - Sonoma Coast
C-35	RP14027	Dutch Bill Creek Bikeway	3 - Russian River
C-36	RP11046	Environmental Discovery Center Redevelopment	4 - Santa Rosa
C-37	RP13062	Ernie Smith Community Park	6 - Sonoma Valley
C-38	RP12002	Estero Trail	1 - Sonoma Coast
C-39	RP09021	Foothill Regional Park Phases 4 & 5	2 - North County
C-40	RP17023	Geyserville River Access	2 - North County
C-41	RP16056	Gossage Creek Bikeway	5 - South County
C-42	RP14070	Graton - Disabled Access Improvements	3 - Russian River
C-43	RP16030	Gualala Point Park - Disabled Access Improvements	1 - Sonoma Coast

Project Index — Regional Parks

Page #	Request #	Name	Division
C-44	RP15012	Gualala Point Park Expansion	1 - Sonoma Coast
C-45	RP10030	Guerneville River Park Phases 2 and 3	3 - Russian River
C-46	RP16063	Hanson Russian River Access and Trail	2 - North County
C-47	RP11024	Healdsburg Veterans Memorial Beach Dam	2 - North County
C-48	RP16010	Healdsburg Veterans Memorial Beach Redevelopment	2 - North County
C-49	RP16034	Helen Putnam - Disabled Access Improvements	5 - South County
C-50	RP15068	Helen Putnam - Kelly Creek Trail	5 - South County
C-51	RP04003	Helen Putnam Expansion - Varnhagen Addition	5 - South County
C-52	RP18015	Helen Putnam Renovation	5 - South County
C-53	RP10035	Hood Mountain - Lawson	4 - Santa Rosa
C-54	RP09033	Hood Mountain - Lower Johnson Ridge Trail	4 - Santa Rosa
C-55	RP08038	Hood Mountain Expansion	4 - Santa Rosa
C-56	RP18038	Hood Mountain Graywood Trail	4 - Santa Rosa
C-57	RP18035	Hood Mountain McCormick Addition	4 - Santa Rosa
C-58	RP18030	Hood Mountain Santa Rosa Creek Headwaters Addition	4 - Santa Rosa
C-59	RP12060	Hudeman Slough Boat Launch	6 - Sonoma Valley
C-60	RP15062	Joe Rodota Trail - North Wright Road to Sebastopol Road	4 - Santa Rosa
C-61	RP18040	Joe Rodota Trail Bridge Replacement Phase 2	4 - Santa Rosa
C-62	RP16058	Laguna de Santa Rosa Bikeway	5 - South County
C-63	RP16006	Laguna Trail Phase 1 - Kelly Farm	4 - Santa Rosa
C-64	RP10039	Laguna Trail Phase 2 - Brown Farm	4 - Santa Rosa
C-65	RP18020	Laguna Trail Phase 3 - Balletto to Occidental Road	4 - Santa Rosa
C-66	RP19007	Laguna Trail Phase 4 - Stone Farm	4 - Santa Rosa
C-67	RP19005	Laguna Trail Phase 5 - Alpha Farm	4 - Santa Rosa
C-68	RP16035	Larson Park - Disabled Access Improvements	6 - Sonoma Valley
C-69	RP13061	Larson Park Improvements	6 - Sonoma Valley
C-70	RP12071	Los Guilicos - Hood House	4 - Santa Rosa
C-71	RP16072	Los Guilicos Upland Trails	4 - Santa Rosa
C-72	RP17065	Maddux Park Phase 4	7 - Larkfield Wikiup
C-73	RP10041	Mark West Creek Regional Park - Acquisition	4 - Santa Rosa, 2 - North County
C-74	RP16042	Mark West Creek Regional Park Phase 1	4 - Santa Rosa, 2 - North County
C-75	RP12001	Mark West Creek Trail	7 - Larkfield Wikiup, 4 - Santa Rosa
C-76	RP16090	Mason's Marina - Major Maintenance	1 - Sonoma Coast

Project Index — Regional Parks

Page #	Request #	Name	Division
C-77	RP17044	Matanzas Creek Park	4 - Santa Rosa
C-78	RP16032	Maxwell Farms - Disabled Access Improvements	6 - Sonoma Valley
C-79	RP15083	Maxwell Farms Redevelopment	6 - Sonoma Valley
C-80	RP10055	North Sonoma Mountain Regional Park & Open Space Preserve	6 - Sonoma Valley
C-81	RP13014	Occidental Community Center	1 - Sonoma Coast
C-82	RP09065	Occidental to Coast Trail	1 - Sonoma Coast
C-83	RP16029	Park Access Improvements	All
C-84	RP13052	Petaluma-Sebastopol Trail	5 - South County, 3 - Russian River
C-85	RP13003	Poff Ranch Preserve	1 - Sonoma Coast
C-86	RP13033	Ragle Ranch Regional Park Restroom	3 - Russian River
C-87	RP18042	Ragle Ranch Trail Renovation	3 - Russian River
C-88	RP07018	Riverfront Park Phase 3	2 - North County
C-89	RP13004	Riverfront Park Phase 4	2 - North County
C-90	RP15020	Riverfront Park Phase 5	2 - North County
C-91	RP17036	Roseland Creek Trail	4 - Santa Rosa
C-92	RP14025	Russian River Bike Trail - Lower Reach	3 - Russian River
C-93	RP15070	Russian River Bike Trail - Middle Reach	2 - North County
C-94	RP13029	Russian River Water Trail - Lower Reach	3 - Russian River
C-95	RP15072	Russian River Water Trail - Middle Reach	2 - North County
C-96	RP10019	Russian River Water Trail - Upper Reach	2 - North County
C-97	RP08040	Santa Rosa Creek Trail Willowside to Guerneville Road	4 - Santa Rosa
C-98	RP12064	Schopflin Fields Phase 3	7 - Larkfield Wikiup
C-99	RP18025	Sea Ranch Bikeway	1 - Sonoma Coast
C-100	RP18011	Shaw Park - Major Maintenance	6 - Sonoma Valley
C-101	RP15060	Shiloh Ranch Phase 4	2 - North County
C-102	RP16076	Shiloh Ranch Renovation	2 - North County
C-103	RP15090	Sonoma Mountain Acquisition & Planning	5 - South County
C-104	RP07056	Sonoma Schellville Trail	6 - Sonoma Valley
C-105	RP09057	Sonoma Valley Regional Park Expansion	6 - Sonoma Valley
C-106	RP13058	Sonoma Valley Trail	6 - Sonoma Valley, 4 - Santa Rosa
C-107	RP16085	Spring Lake Greenway	4 - Santa Rosa
C-108	RP18012	Spring Lake Park - Renovation	4 - Santa Rosa
C-109	RP17080	Spud Point Marina - Disabled Access Improvements	1 - Sonoma Coast

Project Index — Regional Parks

Page #	Request #	Name	Division
C-110	RP12005	Spud Point Marina Major Maintenance	1 - Sonoma Coast
C-111	RP13026	Steelhead Beach Phase 3	3 - Russian River
C-112	RP16023	Stewarts Point Trail	1 - Sonoma Coast
C-113	RP17070	Stillwater Cove Regional Park Renovation	1 - Sonoma Coast
C-114	RP17003	Stillwater Park Expansion	1 - Sonoma Coast
C-115	RP10043	Taylor Mountain Phase 1	4 - Santa Rosa
C-116	RP17043	Taylor Mountain Phase 2 Trails	4 - Santa Rosa
C-117	RP10006	Timber Cove California Coastal Trail	1 - Sonoma Coast
C-118	RP17050	Tolay - Cannon Lane	5 - South County
C-119	RP15045	Tolay Lake Regional Park - Shop Replacement	5 - South County, 6 - Sonoma Valley
C-120	RP07047	Tolay Lake Regional Park Master Plan	5 - South County, 6 - Sonoma Valley
C-121	RP15048	Tolay Lake Regional Park Phase 1	5 - South County, 6 - Sonoma Valley
C-122	RP16049	Tolay Lake Regional Park Phase 2	5 - South County, 6 - Sonoma Valley
C-123	RP07009	Watson School Restoration	1 - Sonoma Coast
C-124	RP10045	West County Trail - Forestville Trails	3 - Russian River
C-125	RP19012	West County Trail - Green Valley Road	3 - Russian River
C-126	RP19013	West County Trail - Occidental Road	3 - Russian River
C-127	RP16015	West County Trail - Petaluma to Merced	4 - Santa Rosa
C-128	RP10008	Westside Park Boat Launch	1 - Sonoma Coast
C-129	RP18010	Westside Park Renovation and Major Maintenance	1 - Sonoma Coast
C-130	RP13006	Willow Creek	1 - Sonoma Coast
C-131	RP16017	Wohler Beach Improvements	2 - North County

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D-7	TPW12009	Aircraft Rescue and Firefighting Building	Airport Division
D-8	TPW16001	Airport Perimeter Fence Enhancement	Airport Division
D-9	TPW12003	Asphalt Repair/Rejuvenation/Hangar Painting and Reroofing:	Airport Division
D-10	TPW13001	Industrial Building Repairs	Airport Division
D-11	TPW13002	Land Acquisition	Airport Division
D-12	TPW13004	Parking Lot	Airport Division
D-13	TPW15001	Runway Extension - Phase 2	Airport Division
D-14	TPW12011	Solar	Airport Division
D-15	TPW12010	Terminal Improvements	Airport Division
D-16	TPW15010	Airport Closed Landfill Maintenance	Integrated Waste Division
D-17	TPW14002	Annapolis Closed Landfill Maintenance	Integrated Waste Division
D-18	TPW00113	Guerneville Closed Landfill Maintenance	Integrated Waste Division
D-19	TPW14003	Healdsburg Closed Landfill Maintenance	Integrated Waste Division
D-20	TPW00012	Sonoma Closed Landfill Maintenance	Integrated Waste Division
D-21	TPW14010	2017 Rehabilitation of Various Streets - One Bay Area Grant Project	Roads Division
D-22	TPW17004	2019 Rehabilitation of Various Streets in Sonoma County	Roads Division
D-23	TPW14004	Airport Boulevard and Highway 101 Interchange Landscaping Project	Roads Division
D-24	TPW15004	Annual Pavement Preservation Program	Roads Division
D-25	TPW96027	Boyes Boulevard over Sonoma Creek Replacement - 20C0262	Roads Division
D-26	TPW14005	Chalk Hill Road Over Mayacama Creek Bridge Replacement - 20C0242	Roads Division
D-27	TPW16004	Countywide Bridge Maintenance Program	Roads Division
D-28	TPW17003	Crocker Road Bridge Bike and Pedestrian Passage	Roads Division
D-29	TPW16002	Franz Valley School Road over Franz Creek Bridge Replacement	Roads Division
D-30	TPW11036	Freestone Flat Road over Salmon Creek Bridge Replacement - 20C0440	Roads Division
D-31	TPW09048	Geysers Road over Big Sulphur Creek Bridge Replacement - 20C005	Roads Division
D-32	TPW11035	Geysers Road over Fraiser Creek Bridge Replacement - 20C0227	Roads Division
D-33	TPW14006	Geyserville Pedestrian Improvements	Roads Division

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Page #	Request #	Name	Division
D-34	TPW11034	Hauser Bridge Road over South Fork Gualala River Bridge Replacement - 20C0240	Roads Division
D-35	TPW04044	Highway 116 and Mirabel Road Intersection Improvements	Roads Division
D-36	TPW12031	Jimtown Bridge Scour Repair - 20C0006	Roads Division
D-37	TPW07041	King Ridge Road over Austin Creek Bridge Replacement - 20C0433	Roads Division
D-38	TPW14007	Lambert Bridge Road Over Dry Creek Bridge Replacement - 20C0248	Roads Division
D-39	TPW03056	Mark West Springs Road at Lorraine/Michele Way Intersection Improvements	Roads Division
D-40	TPW04042	Mirabel Road Shoulder Widening Phase I	Roads Division
D-41	TPW11052	Monte Rio Bridge Replacement - 20C0018	Roads Division
D-42	TPW17002	Occidental Americans With Disabilities Act Settlement Project	Roads Division
D-43	TPW14011	One Bay Area Grant - Farm to Market Project - Bodega Highway	Roads Division
D-44	TPW17001	Pavement Rehabilitation of River Road County Federal-Aid Secondary	Roads Division
D-45	TPW16003	Penngrove Railroad Safety Improvements	Roads Division
D-46	TPW11038	River Road over Gill Creek Bridge Replacement - 20C0406	Roads Division
D-47	TPW03051	Stony Point at Roblar Road Intersection Improvements	Roads Division
D-48	TPW08030	Watmaugh Road over Sonoma Creek Bridge Replacement - 20C0017	Roads Division
D-49	TPW14008	West Dry Creek Road Over Pena Creek Bridge Replacement - 20C0407	Roads Division
D-50	TPW96057	Wohler Road over Mark West Creek Bridge Replacement - 20C0139	Roads Division
D-51	TPW96053	Wohler Road over Russian River Bridge Retrofit - 20C0155	Roads Division
D-52	TPW15008	Transit Facility Remodel	Transit Division

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Page #	Request #	Name	Division
E-15	WA10106	Bennett Valley Fault Crossing	Water Transmission System
E-16	WA04048	Collector 3 & 5 Liquefaction Mitigation	Water Transmission System - Common Facilities Fund
E-17	WA15009	Collector 3, 4, 5 Pump Discharge Valves	Water Transmission System - Common Facilities Fund
E-18	WA15006	Collector 5 Motor & Discharge Head Replacements	Water Transmission System - Common Facilities Fund
E-19	WA07046	Collector 6 Liquefaction Mitigation	Water Transmission System - Common Facilities Fund
E-20	WA15008	Collector 6 Valves Vault	Water Transmission System - Common Facilities Fund
E-21	WA14001	Emergency Wells (Hazard Reliability Water Supply)	Water Transmission System - Common Facilities Fund
E-22	WA14028	Mirabel - River Road Fiber Optic Line	Water Transmission System - Common Facilities Fund
E-23	WA17001	Mirabel Chlorine Building Roof Replacement Project	Water Transmission System - Common Facilities Fund
E-24	WA15010	Mirabel Chlorine Building Water Line	Water Transmission System - Common Facilities Fund
E-25	WA15011	Mirabel Chlorine Lines Replacement	Water Transmission System - Common Facilities Fund
E-26	WA16001	Mirabel Dam Bladder Replacement	Water Transmission System - Common Facilities Fund
E-27	WA15012	Mirabel Maintenance Building	Water Transmission System - Common Facilities Fund
E-28	WA08053	Mirabel Surge Tanks	Water Transmission System - Common Facilities Fund
E-29	WA15013	pH Pump Replacement	Water Transmission System - Common Facilities Fund
E-30	WA16004	River Diversion Structure Motor Control Center Replacement	Water Transmission System - Common Facilities Fund
E-31	WA15014	River Diversion Structure Pumps Replacement	Water Transmission System - Common Facilities Fund
E-32	WA17007	Russian River Well Field Optimization Upgrade	Water Transmission System - Common Facilities Fund
E-33	WA08056	System-Wide Meter Replacements	Water Transmission System - Common Facilities Fund
E-34	WA15015	Wohler Motor Replacements	Water Transmission System - Common Facilities Fund

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E-35	WA16003	Wohler Road Fiber Optic	Water Transmission System - Common Facilities Fund
E-36	WA09051	Seismic Hazard Mitigation at the Mark West Creek Crossing	Water Transmission System - Common Facilities Fund
E-37	WA09055	Seismic Hazard Mitigation at the Russian River Crossing	Water Transmission System - Common Facilities Fund
E-38	WA15001	Seismic Hazard Mitigation at River Diversion Structure - Structural	Water Transmission System - Common Facilities Fund
E-39	WA15007	Supervisory Control and Data Acquisition (SCADA) Software and Hardware	Water Transmission System - Common Facilities Fund
E-40	WA15005	Supervisory Control and Data Acquisition (SCADA) Upgrade	Water Transmission System - Common Facilities Fund
E-41	WA11072	Ralphine Tanks - Flow Thru Conversion	Water Transmission System - Storage Fund
E-42	WA96089	Kawana to Sonoma Booster Station Pipeline	Water Transmission System - Storage Fund
E-43	WA14008	Sonoma Booster Station Maintenance Building	Water Transmission System - Santa Rosa Aqueduct Capital Fund
E-44	WA14003	Santa Rosa Creek Crossing	Water Transmission System - Santa Rosa Aqueduct Capital Fund
E-45	WA16007	Ely Booster Station Flood Protection	Water Transmission System - Petaluma Aqueduct Capital Fund
E-46	WA17008	Cotati-Kastania Pipeline (Section 1-Cotati to Ely Booster Station)	Water Transmission System - Petaluma Aqueduct Capital Fund
E-47	WA14006	Petaluma River Crossing (Petaluma Aqueduct)	Water Transmission System - Petaluma Aqueduct Capital Fund
E-48	WA08062	Sonoma Booster Pump Station Upgrade	Water Transmission System - Sonoma Aqueduct Capital Fund
E-49	WA15002	Calabasas Creek Crossing	Water Transmission System - Sonoma Aqueduct Capital Fund
E-50	WA14004	Sonoma Creek Crossing (Lawndale/ Madrone)	Water Transmission System - Sonoma Aqueduct Capital Fund
E-51	WA14005	Sonoma Creek Crossing (Verano Ave)	Water Transmission System - Sonoma Aqueduct Capital Fund
E-52	WA08061	Cotati 3 Tank Coating Recoat	Water Transmission System - O&M Fund
E-53	WA14010	Forestville Tanks Recoating	Water Transmission System - O&M Fund
E-54	WA09059	Kastania Tank Recoating	Water Transmission System - O&M Fund
E-55	WA05066	Petaluma Aqueduct Cathodic Protection	Water Transmission System - O&M Fund

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Page #	Request #	Name	Division
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E-57	WA16008	Tank Fall Restraints	Water Transmission System - O&M Fund
E-58	WA16016	Warm Springs Dam Hydroturbine Retrofit	Water Transmission System - O&M Fund
E-59	WA16006	Wilfred Booster Station	Water Transmission System - O&M Fund
E-60	WA14025	Dry Creek Habitat Enhancement Project (Phase 4 - 6)	Water Transmission System - Watershed Planning and Restoration Fund
E-61	WA08043	Dry Creek Habitat Enhancement Project (Phase 2)	Water Supply - Warm Springs Dam
E-62	WA14023	Dry Creek Habitat Enhancement Project (Phase 3)	Water Supply - Warm Springs Dam
E-63	WA17014	Santa Rosa Creek Conduit Resurfacing	Zone 1A Flood Control
E-64	WA17015	Santa Rosa Creek Vortex Tube Resurfacing	Zone 1A Flood Control
E-65	WA07073	Copeland Creek Detention-Recharge & Habitat Restoration - Phase 1	Zone 1A Flood Control
E-66	WA06074	Santa Rosa Creek Fish Ladder Repair	Zone 1A Flood Control
E-67	WA08079	Adobe Creek Sediment Basin	Zone 2A Flood Control
E-68	WA08083	Kelly Creek at Sunnyslope Avenue Pre-Design	Zone 2A Flood Control
E-69	WA08081	Petaluma River (Corona Reach) Overflow Channel Feasibility Study	Zone 2A Flood Control
E-70	WA08076	Washington Creek Repair & Enhancement	Zone 2A Flood Control
E-71	WA17017	Watershed Enhancement Project	Zone 2A Flood Control
E-72	WA17016	Petaluma River Flood Management & Enhancement- Denman Reach	Zone 2A Flood Control
E-73	WA04087	Upper Sonoma Creek (Kenwood-Adobe) Project	Zone 3A Flood Control
E-74	WA17011	Aerator Replacement	Airport-Larkfield-Wikiup Sanitation Zone
E-75	WA14027	Filter Modules Replacement	Airport-Larkfield-Wikiup Sanitation Zone
E-76	WA11005	Treatment Plant - TertiarySupply/Effluent Pipelines and Pump Station	Airport-Larkfield-Wikiup Sanitation Zone
E-77	WA17010	Equalization Basin Lining	Occidental County Sanitation District
E-78	WA17009	Force Main Replacement	Occidental County Sanitation District
E-79	WA16009	Occidental County Sanitation District Truck Fill and Septage Receiving Station	Occidental County Sanitation District
E-80	WA15003	Future Capital Replacements	Penngrove Sanitation Zone
E-81	WA12018	Lift Station Electrical Upgrade and Pump Replacement	Penngrove Sanitation Zone

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Page #	Request #	Name	Division
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E-83	WA15020	Capital Improvement Projects	Russian River County Sanitation District
E-84	WA08025	Future Capital Replacements	Sea Ranch Sanitation Zone
E-85	WA17012	Helm Lift Station Control Panel Replacement	Sea Ranch Sanitation Zone
E-86	WA11026	Collection System Creek Crossings	Sonoma Valley County Sanitation District
E-87	WA15021	Future Collection System Replacements/ Rehabilitation	Sonoma Valley County Sanitation District
E-88	WA17013	Hazard Mitigation Projects	Sonoma Valley County Sanitation District
E-89	WA08032	Reline Equalization Ponds	Sonoma Valley County Sanitation District
E-90	WA14021	Sonoma Creek Bank Repair	Sonoma Valley County Sanitation District
E-91	WA17004	Sonoma Valley Treatment Plant Automation	Sonoma Valley County Sanitation District
E-92	WA17006	Sonoma Valley Treatment Plant Blower Improvement Project	Sonoma Valley County Sanitation District
E-93	WA17002	Sonoma Valley Treatment Plant Electrical Reliability Project	Sonoma Valley County Sanitation District
E-94	WA17005	Sonoma Valley Treatment Plant Headworks Rehabilitation	Sonoma Valley County Sanitation District
E-95	WA09030	Trunk Sewer Replacement	Sonoma Valley County Sanitation District
E-96	WA16013	Wastewater Treatment Plant Roof Replacement Project	Sonoma Valley County Sanitation District
E-97	WA11034	Wastewater Treatment Plant Pump and Piping Upgrade	Sonoma Valley County Sanitation District
E-98	WA05040	Blackwell Tract Collection System Replacement	South Park County Sanitation District
E-99	WA11037	East Robles Collection System Replacement	South Park County Sanitation District
E-100	WA16014	Electric Vehicle Charging Stations	Internal Services Fund
E-101	WA16015	Solar Photovoltaic Upgrade	Internal Services Fund

Capital Improvement Plan Budget
Recommended funding-General Government projects
New Funding Only
FY 2017/18

Project	General Fund	Other	Source
County Government Develop Project (Build 2050)	$ 127,000		
Behavioral Health Housing Unit		$ 40,000,000	State Lease/revenue bonds
MADF Roof	$ 908,000	$ 500,000	Criminal Justice Construction Funds
Courthouse Connector	$ 2,685,000		
Accessibility Projects	$ 1,600,000		
Microwave Radio equipment replacement	$ 180,000		
Animal Shelter Improvements		$ 144,000	Facilities ACO-from Animal Services fees paid by cities
	$ 5,500,000	$ 40,644,000	

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 32
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	June 6, 2017
Vote Requirement:	4/5
Department or Agency Name(s):	Transportation and Public Works
Staff Name and Phone Number:	Susan Klassen (707) 565-2440
Supervisorial District(s):	First
Title:	Public Hearing to Authorize the Use of Eminent Domain to Acquire Property Rights for the Boyes Boulevard Bridge Replacement Project (C01147) from the Lands of Gegner

Recommended Actions:

A. Conduct a public hearing and determine that the acquisition of real property for the Boyes Boulevard Bridge Replacement Project is necessary;
B. Adopt a Resolution of Necessity authorizing the acquisition of real property rights as required for the Boyes Boulevard Bridge Replacement Project for property identified as Lands of Gegner (APN 052-192-020); and
C. Authorize and direct County Counsel and the Director of Transportation and Public Works to take all necessary steps to obtain the real property rights required for the Boyes Boulevard Bridge Replacement Project.

Executive Summary:

Boyes Boulevard is a major collector road that runs between Highway 12 and Arnold Drive in the Boyes Hots Springs area. The Boyes Boulevard Bridge Replacement Project (Project No. C01147; hereinafter, "Project") is one of nine remaining bridges in the State of California's Mandatory Seismic Retrofit Program because the existing bridge has been identified as being subject to collapse in a seismic event.

The Project will protect the safety of the public by replacing the existing structurally deficient two-lane Boyes Boulevard Bridge with a new two-lane bridge designed to meet current design standards including improvements to roadway approaches. This Project is federally funded and must satisfy all requirements under the Federal Highway Bridge Program criteria, including approval by Caltrans. This item will allow the County of Sonoma to proceed with acquiring the necessary property rights needed for construction of the Boyes Boulevard Bridge Replacement Project. Authorization of eminent domain will allow the County of Sonoma to pursue legal means, if necessary, to secure property rights needed for construction of the Project if the County is unable to acquire the property rights necessary for the project through a negotiated agreement. County staff and its agents will continue to negotiate with the property owner and attempt to reach an agreement for acquisition of the needed property rights.

Discussion:

Project construction is expected to begin in 2018, and right-of-way must be acquired from seven (7) separate subject properties adjoining the existing bridge road to move forward with construction of the Project. Acquisition agreements have been reached with five (5) subject property owners, and the Gegner property is the only property expected to require the commencement of condemnation proceedings.

The Project's design engineering firm, Moffatt and Nichol, considered all possible options within the project scope, limits and safety standards to minimize harm to adjoining private property owners. The project requirements include bringing the bridge and approach roadways up to current American Association of State Highway and Transportation Officials (AASHTO) and County safety standards. These standards include providing a minimum of 11-foot travel lanes, 5-foot shoulders and 5-foot sidewalks. In addition, with a design speed of 30 mph (posted speed of 25 mph), the geometry of the roadway requires meeting a stopping/corner sight distance of 200 feet. The combination of the wider road cross-section and the inclusion of larger radius reversing horizontal curves allowed the design to meet minimum safety standards for stopping/corner sight distance.

The design engineers have done everything possible to minimize the impact of the Project on adjoining landowners, including Ms. Gegner, while still meeting the aforementioned cross-sectional and stopping/corner sight distance requirements, which are necessary to improve the safety of this roadway for the benefit of the public.

This Project is funded with 88.53% federal bridge program funds and 11.47% local matching funds, of which Sonoma Valley Traffic Mitigation fees will be used on this purchase.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) AND NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE:

Both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental clearances have been obtained for this project.

ACQUISITION OF PROPERTY RIGHTS REQUIRED FOR THE PROJECT:

In order to construct the Project, the County of Sonoma must obtain property rights to facilitate access and construction of the Project on, and through, privately owned property. These rights include partial fee simple property interests, permanent easements and temporary construction easements. All affected property owners have been notified of their rights under California Code of Civil Procedure section 1263.025 to have the County of Sonoma pay for an independent appraisal of the value of the property rights sought to be acquired by the County to date. Staff received one request, from the Gegner property, to pay for an independent appraisal.

The Gegner property is a 10,454 square foot lot located at 320 Boyes Boulevard, Sonoma CA identified as Assessor Parcel Number 052-192-020. The property is improved with a single family residence of approximately 1,152 square feet. The owner reported she resided at the residence. The site fronts Boyes Boulevard on its northern property line. The County proposes to purchase fee simple title to an area comprising 1,004 square feet, a permanent slope easement comprising 268 square feet and a temporary construction easement comprising 459 square feet. A significant portion of the property to be acquired by the County is already encumbered by Sonoma Creek. All property to be acquired is described in Attachments 1, 2, and 3 of the proposed Resolution accompanying this Summary Report.

The written offer of just compensation was made to the property owner and occupant, Michele Nora Gegner, on August 23, 2016 for the purchase of a partial fee simple interest, a permanent slope easement, and a temporary construction easement, for the total amount of $24,800. This offer was made in accordance with the requirements of Government Code section 7267.2. After a period of time, Ms. Gegner hired legal counsel to act on her behalf. Legal counsel indicated that the owner wished to have her own appraisal prepared and requested reimbursement of appraisal costs in the amount of $5,000. A check in this amount was mailed and received to the attorney's office on January 30, 2017. To date, despite repeated requests by the County, no appraisal report has been received by the County and requests to the owner's attorney to negotiate with the property owner have been unsuccessful.

The public interest and necessity require the proposed Project because replacing the existing structurally deficient Boyes Boulevard Bridge will protect the safety of the public. Accordingly, because the property owner's attorney has refused to negotiate with the County for the acquisition of the needed property rights, it is necessary to seek authorization to obtain the property through the process of eminent domain. Adoption of the Resolution of Necessity enables County Staff and its agents and County Counsel to proceed with the condemnation process to acquire the necessary property rights to construct the Project.

In order to acquire the property by eminent domain, the Board must hold a public hearing and adopt of a Resolution of Necessity. Ms. Gegner and her attorney, Scott Jenny, were notified of the time and location of the public hearing, and the opportunity to be heard on the adoption of the Resolution of Necessity, in letters sent by USPS Certified Mail on May 1, 2017. Under Code of Civil Procedure section 1245.230, the Resolution of Necessity must include the following:

1. A general statement of the public use for which the property is to be taken and a reference to the statute that authorizes the Board to acquire the property by eminent domain.
2. A description of the general location and extent of the property to be taken, with sufficient detail for reasonable identification.
3. Declarations that the Board has found and determined each of the following:
    A. The public interest and necessity require the proposed project.
    B. The proposed project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.
    C. The property described in the resolution is necessary for the proposed project.
    D. That the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

Prior Board Actions:

3/28/17 No. 5: Board approved a Right of Way Contract with Venezia, et al for a public utility easement conveyed to Pacific Gas & Electric for the Boyes Boulevard Bridge Replacement Project.
1/24/17 No. 16: Board approved Right of Way Contracts with Benjamin Cesar Salgado and Gloria D. Robles for partial fee purchases, temporary construction easements and one slope easement for the Boyes Boulevard Bridge Replacement Project.
12/13/16 No. 45: Board approved a Purchase Agreement with Linas A. Baranauskas for a full fee purchase for the Boyes Boulevard Bridge Replacement Project.
3/17/15 No. 20: Board approved an agreement with Associated Right of Way Services, Inc. for five federal bridge projects including the Boyes Boulevard Bridge Replacement project;

5/7/13 No. 28 Board approved an engineering design contract with Moffatt and Nichol for the Boyes Boulevard Bridge Replacement Project

Strategic Plan Alignment Goal 3: Invest in the Future

The project invests in the future by replacing aging public infrastructure to ensure a reliable transportation network for the community.

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses	**$24,800**		
Additional Appropriation Requested			
Total Expenditures	**$24,800**		
Funding Sources			
General Fund/WA GF			
State/Federal	21,955.44		
Fees/Other	2,844,56		
Use of Fund Balance			
Contingencies			
Total Sources	**$24,800**		

Narrative Explanation of Fiscal Impacts:

Appropriations of $24,800 for the purchase of a partial fee simple interest, permanent slope easement, and a temporary construction easement are budgeted in the Roads Capital Improvement Budget. Sufficient appropriations are included in the 17/18 recommended budget should negotiations continue into the next fiscal year. This project is funded with a Federal Highway Bridge Program grant, with local match of 11.47% coming from Sonoma Valley Traffic Mitigation funds.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:
Resolution; Resolution Attachments; Location Map; Acquisition Map; Gegner Right of Way Map; Offer of Just Compensation; Payment of Appraisal
Related Items "On File" with the Clerk of the Board:

County of Sonoma
State of California

Item Number: _____

Date: June 6, 2017 Resolution Number: _____

☑ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Authorizing Acquisition And Condemnation Of Real Property Necessary For Boyes Boulevard Bridge Replacement Project (Project C01147; Lands of Gegner; Federal ID No. BRLS STPLZ 5920 (059))

Whereas, the County of Sonoma, State of California, proposes to acquire real property interests described hereinafter (Attachments "1", "2", and "3") for the Boyes Boulevard Bridge Replacement Project ("Project"); and

Whereas, the Project has met all the requirements of Government Code section 65402 for General Plan consistency; and

Whereas, the Sonoma County Board of Supervisors approved this Project and found that the Project complied with the California Environmental Quality Act on June 26, 2007; and

Whereas, the County intends to remove and replace the existing Boyes Boulevard Bridge with a new, seismically designed, clear-span bridge with improved sight distance, a public use, together with related improvements to carry out and make effective the principal purpose pursuant to Code of Civil Procedure section 1240.120(a), and, in connection therewith acquire interests in certain real property; and

Whereas, this Project is for a public use that is a function of the County; and

Whereas, the statute that authorizes the County to acquire the properties by eminent domain is Government Code section 25350.5, and the County may acquire the property interests described in Attachments "1", "2", and "3" only for the public use set forth herein and in accordance with the California Constitution and the California Eminent Domain Law, Code of Civil Procedure section 1230.010 *et seq*; and

Whereas, the property interests to be acquired consist of parts of one parcel and are generally located at 320 Boyes Boulevard, Sonoma, CA, formally known as APN 052-192-020, the general location and extent of which, with sufficient detail for reasonable identification, are more particularly described in Attachments "1", "2", and "3"; and

Whereas, on May 1, 2017, there was mailed a Notice of Hearing Regarding Adoption of a Resolution of Necessity to Acquire Property by Eminent Domain for the acquisition by eminent domain of the real property interests described in Attachments "1", "2", and "3" herein. Said Notice of Hearing was mailed to all persons whose names appear on the last equalized County

Assessment Roll as having an interest in the property described in Attachments "1", "2", and "3", and to the address appearing on said Roll. Said Notice of Hearing advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

Whereas, the hearing set out in said Notice of Hearing was held on June 6, 2017 at the time and place stated therein, and all interested parties were given an opportunity to be heard. The hearing was closed.

Now, Therefore, Be It Resolved that, based on the evidence presented at the hearing, the Board of Supervisors of the County of Sonoma finds, determines, declares, and resolves:

1. The public interest and necessity require this Project.

2. This Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

3. Acquisition by the County of the property interests described in Attachments "1", "2", and "3" is necessary for this proposed Project.

4. The acquisition, construction, and completion by the County of the public improvements and the use of the property interests described in this resolution is a public use authorized by law.

5. It is necessary under all the facts and circumstances that the real property interests described in Attachments "1", "2", and "3" be acquired in fee and easement except where a lesser estate or interest is specifically designated.

6. An offer has been made, as required by Government Code section 7267.2, to the owner of the property.

7. The Project has been fully reviewed under and met all requirements of the California Environmental Quality Act.

8. All conditions and statutory requirements necessary to exercise the power of eminent domain ("the right to take") to acquire the property interests described herein have been complied with by County.

Be It Further Resolved that the County of Sonoma proposes to acquire the real property herein concerned for said public improvements purposes by donation, purchase, or condemnation in accordance with the provisions of California law relating to eminent domain, and that the County Counsel of Sonoma County be and is hereby authorized and directed to institute and prosecute in the name of the County such suit or suits in the proper court having jurisdiction thereof, as shall be necessary to condemn said real property interests for such public use.

Be It Further Resolved that should it appear from declaration of the Director of Transportation and Public Works of the County of Sonoma that construction of public improvements and utilities herein concerned necessitates the taking of possession of the real property interests described in Attachments "1", "2", and "3" prior to final determination of the suit or suits authorized, application shall be made to the court for an order authorizing County to take possession of the property sought to be condemned prior to judgment; and that the County

deposit probable just compensation with the State Treasurer's Office Condemnation Deposits Fund in such manner as the law may direct out of proper funds held by or provided to County, and should said funds be payable from money on hand with the Treasurer of Sonoma County that the Auditor and Treasurer of Sonoma County be and they are hereby authorized to issue and honor warrants for the payment of said amount on amounts as aforesaid.

Be It Further Resolved that the Director of Transportation and Public Works and the County Counsel acting together be and they are hereby authorized to employ at rates of compensation standard in this area such appraisers, engineers, and other expert witnesses as they deem necessary to the preparation for trial and, upon receipt of the appropriate claim forms approved by the Director of Transportation and Public Works, the Auditor and Treasurer are authorized and directed to issue and honor warrants in payment for said service.

Supervisors:

Gorin:	Rabbitt:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.

RECORDING REQUESTED BY **COUNTY OF SONOMA** . . . . . . **WHEN RECORDED, RETURN TO** **EXECUTIVE SECRETARY** **DEPARTMENT OF** **TRANSPORTATION AND** **PUBLIC WORKS**	ATTACHMENT 1

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for public works project.

GRANT DEED

MICHELE NORA GEGNER, A Single Woman As Her Sole and Separate Property,

GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

_____
MICHELE NORA GEGNER

Dated_____, 20_____

Exhibit "A"
PERMANENT RIGHT OF WAY ACQUISITION

Lying within the Petaluma Rancho, County of Sonoma, State of California, being portion of Lot 3 as shown upon the map of Creek Front Addition to Sonoma Vista Tract filed in Book 30 of Maps, Page 28, Sonoma County Records, also being a portion of the Lands of Michele Nora Gegner as described in deed recorded under Document Number 2015-048752, said portion is more particularly described as follows:

BEGINNING at the northerly common corner of said Lands of Gegner and the Lands of Robles as described in Book 3019 of deeds at Page 621, Official Records of Sonoma County, said common corner being on the southerly right of way line of Boyes Boulevard as shown on the Record of Survey filed in Book 761 of Maps at Pages 15 and 16, Sonoma County Records, from which the northwest corner of Lot 3 of said map of Creek Front Addition bears South 66°57'02" West 184.00 feet; thence along the north line of said Lands of Gegner and said southerly of said right of way of Boyes Boulevard North 66°57'02" East 121.30 feet to the northeast corner of said Lands of Gegner; thence along the easterly line of said Lands of Gegner South 48°14'58" East 5.50 feet; thence South 36°35'58" East 11.48 feet; thence leaving said easterly line along a non-tangent curve to the left, concave southerly, the radius of which bears South 14°00'15" East, with a radius of 1276.87 feet, through a central angle of 5°41'08", for a distance of 126.71 feet to the common line of said Lands of Gegner and said Lands of Robles; then along said common line North 32°43'57" West 2.49 feet to the POINT OF BEGINNING.

Containing 1004 Square Feet more or less

Being a portion of APN 052-192-020

BASIS OF BEARING
Being North 66°57'02" East 841.21 feet from a found 2-inch brass disk at centerline of Boyes Boulevard at Lucas Street to the a found 2-inch brass disk at centerline of Boyes Boulevard at River Road as shown on the Record of Survey of the right of way of Boyes Boulevard filed in Book 761 of Maps at Pages 15 and 16, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.

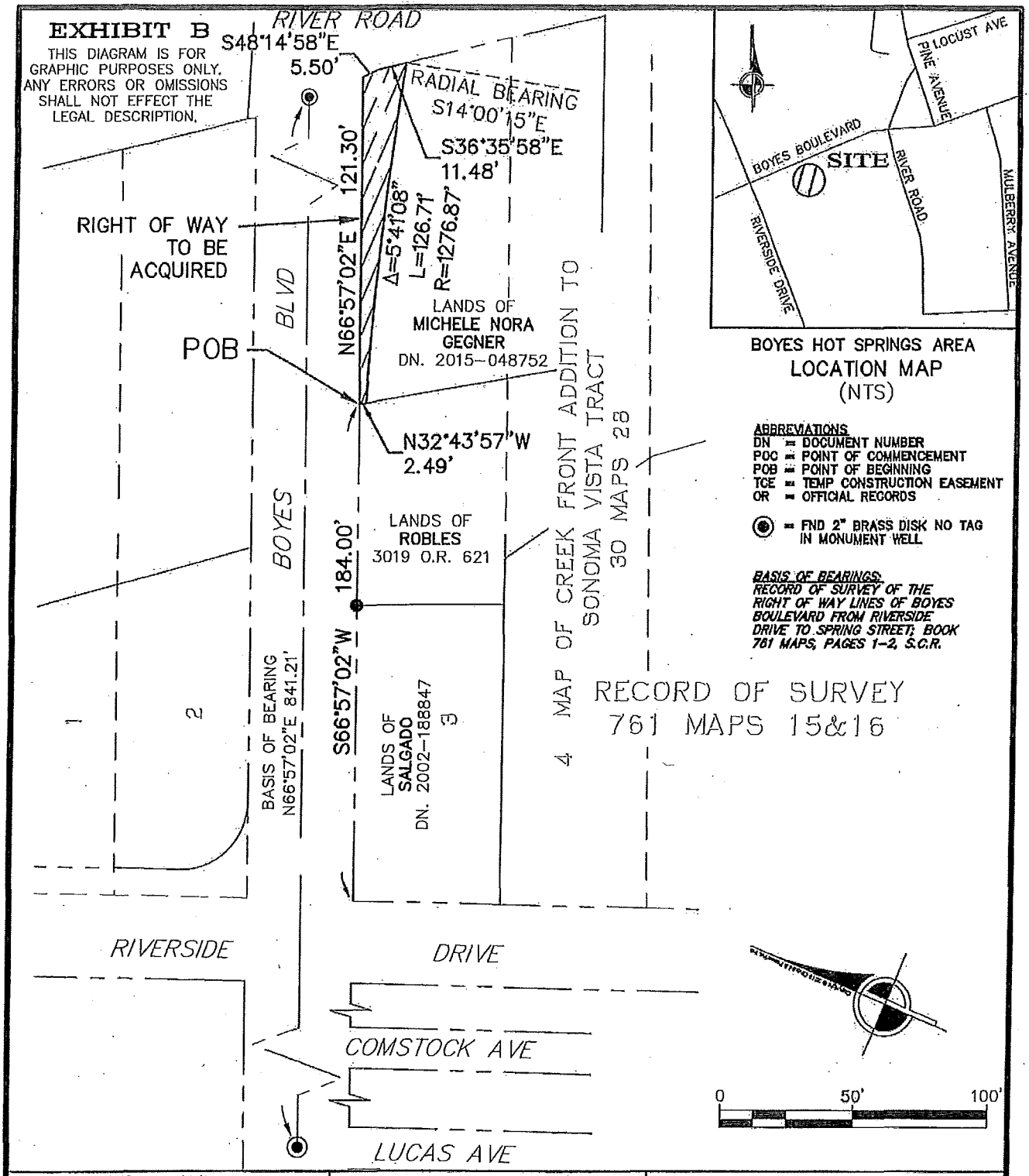
Anthony G. Cinquini P.L.S. 8614 — Date: March 18, 2016

PROFESSIONAL LAND SURVEYOR
ANTHONY G. CINQUINI
Exp. 12/31/16
NO. 8614
STATE OF CALIFORNIA

1360 North Dutton Avenue, Suite 150, Santa Rosa, CA 95401
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com
CPI No.: 6632-13

EXHIBIT B

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.



BOYES HOT SPRINGS AREA
LOCATION MAP
(NTS)

ABBREVIATIONS
DN = DOCUMENT NUMBER
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
TCE = TEMP CONSTRUCTION EASEMENT
OR = OFFICIAL RECORDS

◉ = FND 2" BRASS DISK NO TAG IN MONUMENT WELL

BASIS OF BEARINGS: RECORD OF SURVEY OF THE RIGHT OF WAY LINES OF BOYES BOULEVARD FROM RIVERSIDE DRIVE TO SPRING STREET; BOOK 761 MAPS, PAGES 1-2, S.C.R.

OWNER AND MAILING ADDRESS	PROPERTY AREAS	COUNTY OF SONOMA
LANDS OF MICHELE NORA GEGNER P.O. BOX 569 BOYES HOT SPRINGS, CA 95416	ORIGINAL PARCEL: 0.24± ACRES R.O.W. ACQ. 1004± SQ FT	RIGHT OF WAY ACQUISITION LANDS OF MICHELE NORA GEGNER TO COUNTY OF SONOMA
A.P. No. 052-192-020 O.R. No. D.N. 2015-048752 PROP.AD. 320 BOYES BLVD, SONOMA	COUNTY ACQUISITION DEED O.R.	Scale: 1"=50' Date: 2/2/15 DWN. CHK. APPROVED FILE NO.

O:\LDDT\6632\dwg\Legal Desc Plats\6632.052-192-020 PERM.dwg
Mar 03, 2016 - 4:05pm

RECORDING REQUESTED BY

COUNTY OF SONOMA

WHEN RECORDED, RETURN TO
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS

ATTACHMENT 2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for public works project.

GRANT OF EASEMENT

MICHELE NORA GEGNER, A Single Woman, as her Sole and Separate Property GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

A PERMANENT SLOPE EASEMENT to construct, reconstruct, install, inspect, maintain, replace, remove, and use land, improvements, and facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom on, under, over, and across the lands described below.

The specified facilities shall consist of, but not necessarily be limited to, the following:

Slope and facilities and appurtenances thereto for use by the County, including but not limited to retaining walls, rip rap, erosion control, vegetation, landscaping and other measures deemed appropriate to maintain and protect said slope and the topography of the land within the easement area; and the right to construct, maintain and reconstruct any such slope improvements or facilities mentioned above.

Said easement shall also include the right to excavate or fill the easement for the full width and to a reasonable depth thereof.

The lands within the easement are more particularly described as follows:

SEE **EXHIBIT "A"** ATTACHED

APN: 052-192-020

_____
MICHELE NORA GEGNER

Dated _____, 2016

Exhibit "A"
SLOPE EASEMENT

Lying within the Petaluma Rancho, County of Sonoma, State of California, being portion of Lot 3 as shown upon the map of Creek Front Addition to Sonoma Vista Tract filed in Book 30 of Maps, Page 28, Sonoma County Records, also being a portion of the Lands of Michele Nora Gegner as described in deed recorded under Document Number 2015-048752, said portion is more particularly described as follows:

COMMENCING at the northerly common corner of said lands of Gegner and the Lands of Robles as described in Book 3019 of deeds at Page 621, Official Records of Sonoma County, said common corner being on the southerly right of way line of Boyes Boulevard as shown on the Record of Survey filed in Book 761 of Maps at Pages 15 and 16, Sonoma County Records, from which the northwest corner of Lot 3 of said map of Creek Front Addition bears South 66°57'02" West 184.00 feet; thence along the common line of said Lands of Gegner and said Lands of Robles South 32°43'57" East 2.48 feet to the POINT OF BEGINNING; thence continuing along said common line South 32°43'57" East 3.74 feet; thence leaving said common line North 70°45'20" East 22.23 feet, thence North 71°45'15" East 22.23 feet; thence South 89°38'58" East 11.45 feet; thence North 72°53'51" East 5.07 feet; thence North 07°11'32" East 7.72 feet; thence along a non-tangent curve to the left, concave southerly, the radius of which bears South 16°47'23" East, with a radius of 1276.87 feet, through a central angle of 2°54'01", for a distance of 64.63 feet to the POINT OF BEGINNING.

Containing 268 Square Feet more or less

Being a portion of APN 052-192-020

BASIS OF BEARING
Being North 66°57'02"East 841.21 feet from a found 2-inch brass disk at centerline of Boyes Boulevard at Lucas Street to the a found 2-inch brass disk at centerline of Boyes Boulevard at River Road as shown on the Record of Survey of the right of way of Boyes Boulevard filed in Book 761 of Maps at Pages 15 and 16, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.

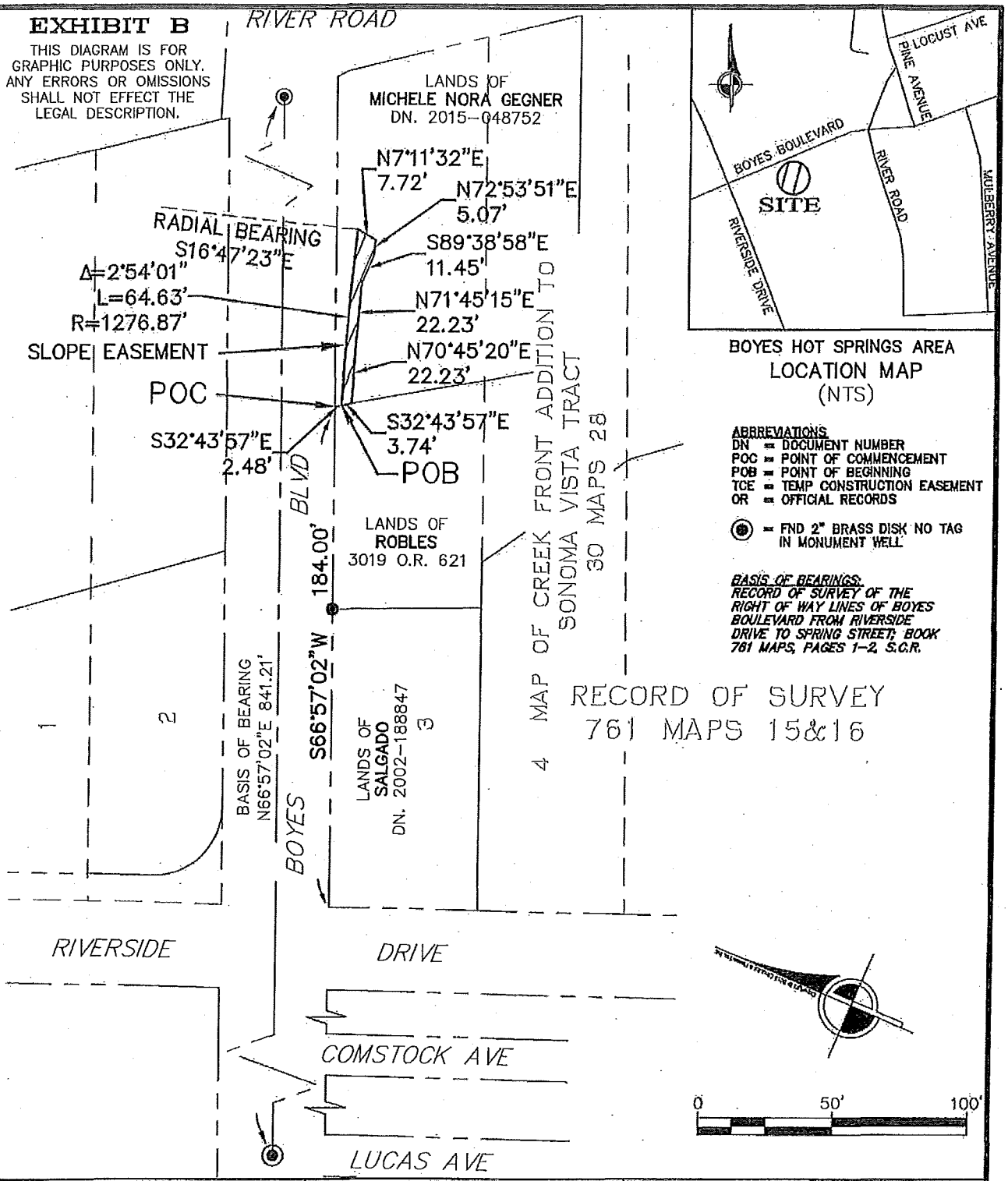
Anthony G. Cinquini P.L.S. 8614 — Date: March 18, 2014

PROFESSIONAL LAND SURVEYOR
ANTHONY G. CINQUINI
Exp. 12/31/15
NO. 8614
STATE OF CALIFORNIA

1360 North Dutton Avenue, Suite 150, Santa Rosa, CA 95401
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com
CPI No.: 6632-13

EXHIBIT B

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.



BOYES HOT SPRINGS AREA
LOCATION MAP
(NTS)

ABBREVIATIONS
DN = DOCUMENT NUMBER
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
TCE = TEMP CONSTRUCTION EASEMENT
OR = OFFICIAL RECORDS

◉ = FND 2" BRASS DISK NO TAG IN MONUMENT WELL

BASIS OF BEARINGS:
RECORD OF SURVEY OF THE RIGHT OF WAY LINES OF BOYES BOULEVARD FROM RIVERSIDE DRIVE TO SPRING STREET; BOOK 761 MAPS, PAGES 1-2, S.C.R.

OWNER AND MAILING ADDRESS	PROPERTY AREAS	COUNTY OF SONOMA
LANDS OF MICHELE NORA GEGNER P.O. BOX 569 BOYES HOT SPRINGS, CA 95416	ORIGINAL PARCEL: 0.24± ACRES SLOPE EASEMENT: 268± SQ FT	SLOPE EASEMENT LANDS OF MICHELE NORA GEGNER TO COUNTY OF SONOMA
A.P. No. 052-192-020 O.R. No. D.N. 2015-048752 PROP.AD. 320 BOYES BLVD, SONOMA	COUNTY ACQUISITION DEED O.R.	Scale: 1"=50' Date: 2/2/15 DWN. CHK. APPROVED FILE NO.

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Mar 03, 2016 - 4:24pm

RECORDING REQUESTED BY

COUNTY OF SONOMA

.....

WHEN RECORDED, RETURN TO EXECUTIVE SECRETARY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

ATTACHMENT 3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Project Name: Boyes Boulevard Bridge Replacement Project
APN: 052-192-020
Dated _____, 2016

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for public works project.

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

MICHELE NORA GEGNER, A SINGLE WOMAN AS HER SOLE AND SEPARATE PROPERTY GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, A TEMPORARY EASEMENT FOR:

An exclusive TEMPORARY CONSTRUCTION EASEMENT for all purposes necessary for the construction of improvements for the Boyes Boulevard Bridge Replacement Project. Such purposes, as necessary, to include, but not limited to (storage of materials and equipment, including trucks and tractors, as well as ingress to and egress from the property during the construction period shown below.)

THE TEMPORARY CONSTRUCTION EASEMENT CONSISTS OF THE FOLLOWING DESCRIBED PARCEL:

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

Said Temporary Construction Easement shall commence on _____ and terminate on _____ or upon the filing of the Notice of Completion at the Sonoma County Recorder's Office for the project entitled "Boyes Boulevard Bridge Replacement Project" whichever shall occur first.

GRANTOR:

_____

MICHELE NORA GEGNER

Exhibit "A"
TEMPORARY CONSTRUCTION EASEMENT

Lying within the Petaluma Rancho, County of Sonoma, State of California, being portion of Lot 3 as shown upon the map of Creek Front Addition to Sonoma Vista Tract filed in Book 30 of Maps, Page 28, Sonoma County Records, also being a portion of the Lands of Michele Nora Gegner as described in deed recorded under Document Number 2015-048752, said portion is more particularly described as follows:

COMMENCING at the northerly common corner of said lands of Gegner and the Lands of Robles as described in Book 3019 of deeds at Page 621, Official Records of Sonoma County, said common corner being on the southerly right of way line of Boyes Boulevard as shown on the Record of Survey filed in Book 761 of Maps at Pages 15 and 16, Sonoma County Records, from which the northwest corner of Lot 3 of said map of Creek Front Addition bears South 66°57'02" West 184.00 feet; thence along the common line of said Lands of Gegner and said Lands of Robles South 32°43'57" East 6.21 feet to the POINT OF BEGINNING; thence along said common line South 32°43'57" East 2.05 feet; thence leaving said common line North 71°15'29" East 43.61 feet, thence South 89°38'58" East 11.44 feet; thence North 72°55'11" East 6.67 feet; thence North 07°11'32" East 4.44 feet; thence North 74°19'27" East 63.80 feet to the easterly line of said Lands of Gegner; thence along said easterly line North 36°35'58" West 5.02 feet; thence leaving said line on a non-tangent curve to the left, concave southerly, the radius of which bears South 13°59'42" East, with a radius of 1276.87 feet, through a central angle of 2°47'08", for a distance of 62.08 feet; thence South 07°11'32" West 7.72 feet; thence South 72°53'51" West 5.07 feet; thence North 89°38'58" West 11.45 feet; thence South 71°45'15" West 22.23 feet; thence South 70°45'20" West 22.23 feet to the POINT OF BEGINNING.

Containing 459 Square Feet more or less

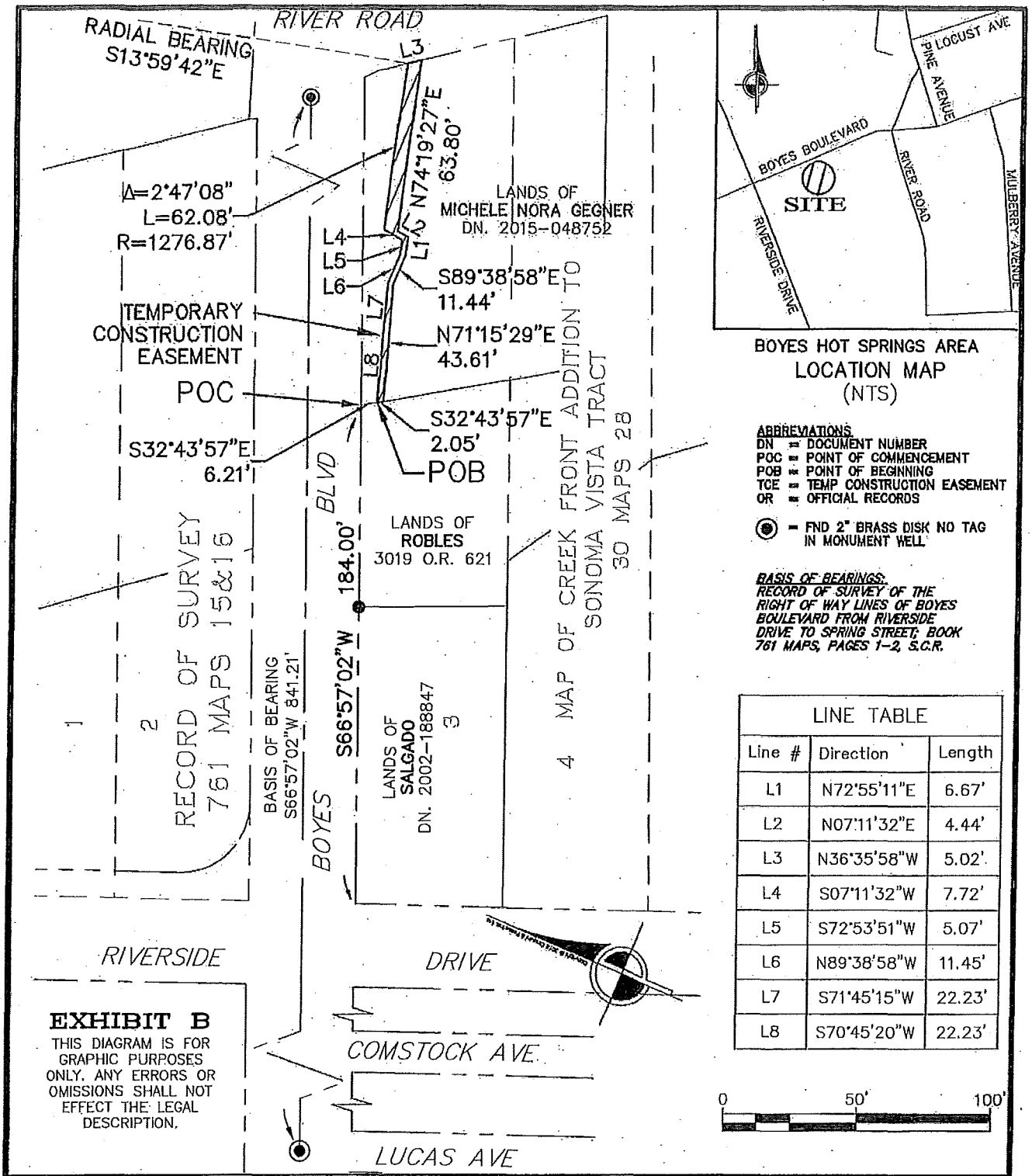
Being a portion of APN 052-192-020

BASIS OF BEARING
Being North 66°57'02"East 841.21 feet from a found 2-inch brass disk at centerline of Boyes Boulevard at Lucas Street to the a found 2-inch brass disk at centerline of Boyes Boulevard at River Road as shown on the Record of Survey of the right of way of Boyes Boulevard filed in Book 761 of Maps at Pages 15 and 16, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.

Anthony G. Cinquini, P.L.S. 8614 — March 18, 2016 Date

1360 North Dutton Avenue, Suite 150, Santa Rosa, CA 95401
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com
CPI No.: 6632-13



BOYES HOT SPRINGS AREA
LOCATION MAP
(NTS)

ABBREVIATIONS
DN = DOCUMENT NUMBER
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
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BASIS OF BEARINGS:
RECORD OF SURVEY OF THE RIGHT OF WAY LINES OF BOYES BOULEVARD FROM RIVERSIDE DRIVE TO SPRING STREET; BOOK 761 MAPS, PAGES 1-2, S.C.R.

LINE TABLE		
Line #	Direction	Length
L1	N72°55'11"E	6.67'
L2	N07°11'32"E	4.44'
L3	N36°35'58"W	5.02'
L4	S07°11'32"W	7.72'
L5	S72°53'51"W	5.07'
L6	N89°38'58"W	11.45'
L7	S71°45'15"W	22.23'
L8	S70°45'20"W	22.23'

EXHIBIT B

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.

OWNER AND MAILING ADDRESS	PROPERTY AREAS	COUNTY OF SONOMA
LANDS OF MICHELE NORA GEGNER P.O. BOX 569 BOYES HOT SPRINGS, CA 95416	ORIGINAL PARCEL: 0.24± ACRES TCE: 459± SQ FT	TEMP CONSTRUCTION EASEMENT LANDS OF MICHELE NORA GEGNER TO COUNTY OF SONOMA
A.P. No. 052-192-020 O.R. No. D.N. 2015-048752 PROP.AD. 320 BOYES BLVD, SONOMA	COUNTY ACQUISITION DEED O.R.	Scale: 1"=50' Date: 2/2/15 DWN. CHK. APPROVED FILE NO.

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Mar 03, 2016 - 4:29pm

200' 0 200' 400'

GRAPHIC SCALE

DESIGN:	–	"AS BUILT" INFORMATION TO BE COMPLETED AFTER CONSTRUCTION	DATE	REVISION	BY	APPROVED	
DRAWING:	–						
CHECKED:	TH						
DATE:	2017	REGISTERED CIVIL ENGINEER:					

moffatt & nichol
2185 NORTH CALIFORNIA BLVD, SUITE 500
WALNUT CREEK, CALIFORNIA 94596
(925) 944-5411

COUNTY OF SONOMA
2300 COUNTY CENTER DRIVE, SUITE B 100
SANTA ROSA, CALIFORNIA 95403
(707) 565-2231

BOYES BLVD BRIDGE REPLACEMENT

LOCATION MAP

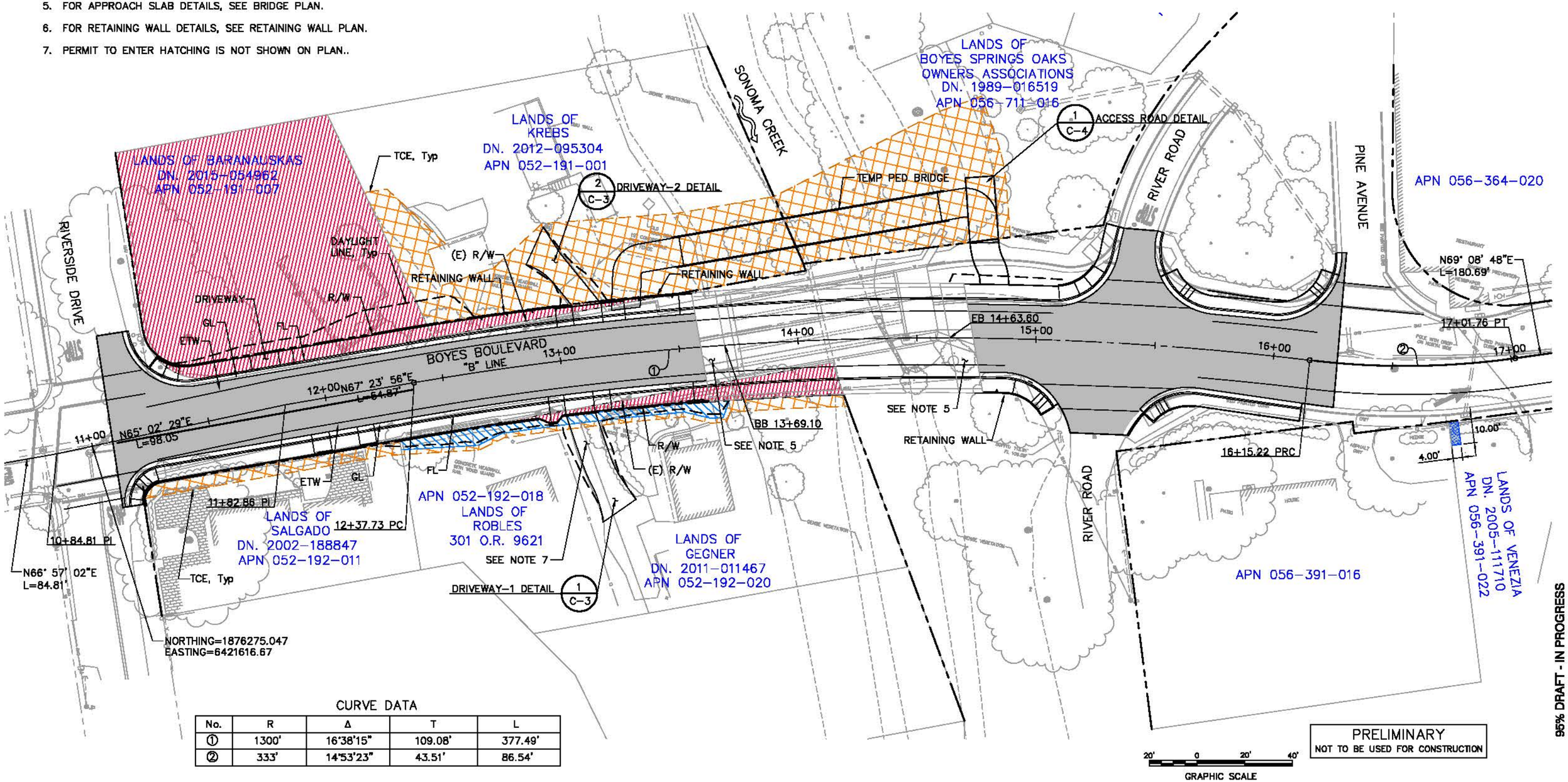
ROAD NUMBER	BUDGET NUMBER	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS
56106	C01147	2014-15	–	---

NOTES:

1. ALL CALLOUTS REFERENCE "B" LINE UNLESS OTHERWISE NOTED.
2. FOR ADDITIONAL DETAILS, SEE CONSTRUCTION DETAILS SHEETS.
3. UNLESS OTHERWISE NOTED ON PLANS, SEE CALTRANS STANDARD PLAN A10A AND REVISED STANDARD PLAN A10B FOR ABBREVIATIONS.
4. FOR BRIDGE DETAILS, SEE BRIDGE PLANS.
5. FOR APPROACH SLAB DETAILS, SEE BRIDGE PLAN.
6. FOR RETAINING WALL DETAILS, SEE RETAINING WALL PLAN.
7. PERMIT TO ENTER HATCHING IS NOT SHOWN ON PLAN..

LEGEND

- AC Pvmt RECONSTRCUTION
- X / X-X — Const DETAIL REFERENCE
- CREEK FLOWLINE
- Permanent Right of Way Acquisition
- Permanent Slope Easement
- Temporary Construction Easement
- Permanent Utility Easement



CURVE DATA

No.	R	Δ	T	L
①	1300'	16°38'15"	109.08'	377.49'
②	333'	14°53'23"	43.51'	86.54'

20' 0 20' 40'
GRAPHIC SCALE

PRELIMINARY
NOT TO BE USED FOR CONSTRUCTION

95% DRAFT - IN PROGRESS

DESIGN:	–	"AS BUILT" INFORMATION TO BE COMPLETED AFTER CONSTRUCTION	DATE	REVISION	BY	APPROVED	
DRAWING:	–						
CHECKED:	TH						
DATE:	2017	REGISTERED CIVIL ENGINEER:					

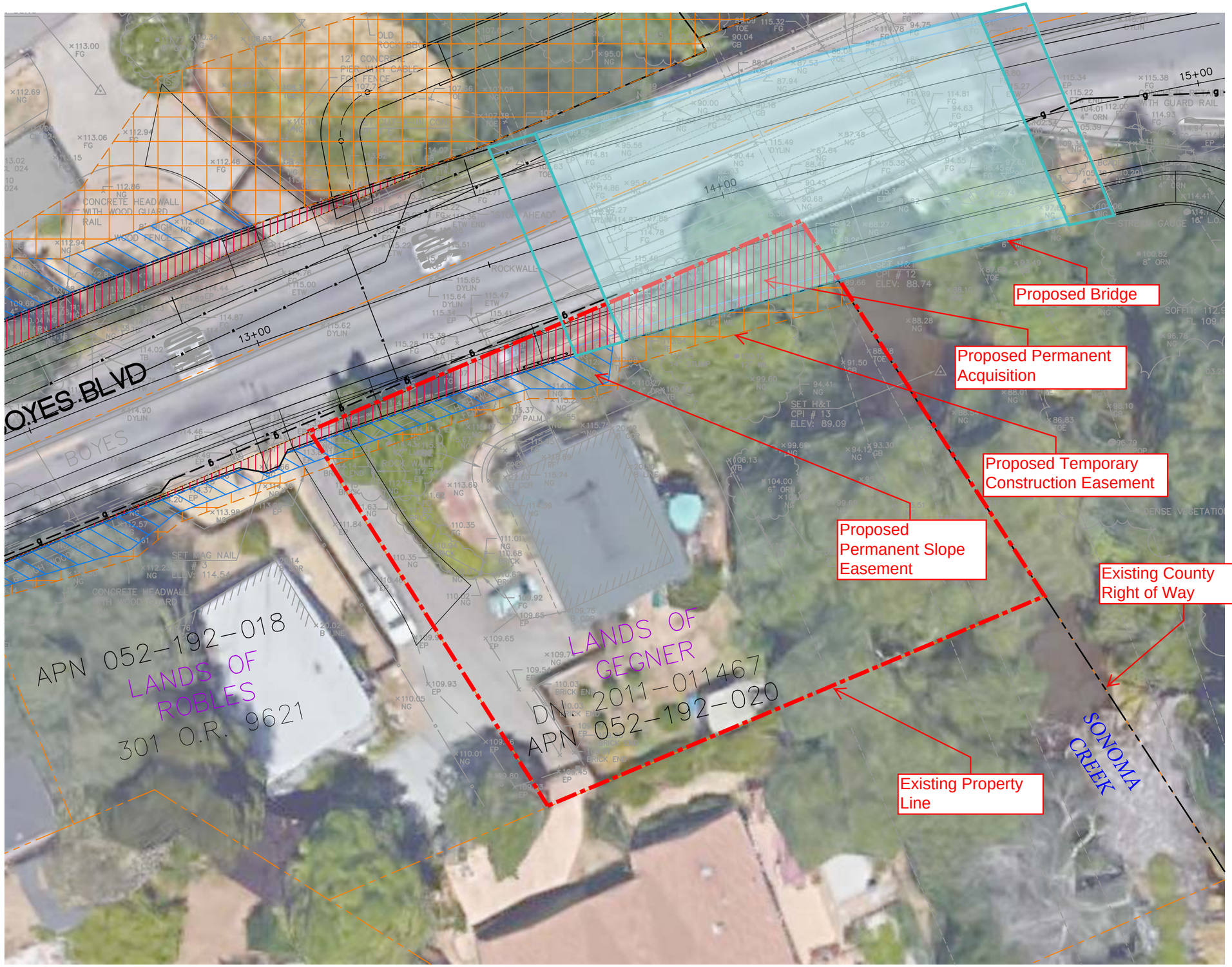
moffatt & nichol
2185 NORTH CALIFORNIA BLVD, SUITE 500
WALNUT CREEK, CALIFORNIA 94596
(925) 944-5411

COUNTY OF SONOMA
2300 COUNTY CENTER DRIVE, SUITE B 100
SANTA ROSA, CALIFORNIA 95403
(707) 565-2231

BOYES BLVD BRIDGE REPLACEMENT

ROW FIGURE

ROAD NUMBER	BUDGET NUMBER	FISCAL YEAR	SHEET NUMBER	TOTAL SHEETS
56106	C01147	2014-15	–	



North

BOYES BLVD

Gegner Property

4/26/2017

Scale: 1"=20'
(Printed @ 11x17)

Integrated Waste
Northern Sonoma County Air Pollution Control District
Road & Bridge Operations
Sonoma County Airport
Sonoma County Transit

Susan R. Klassen, Director

Deputy Director, Road & Bridge Operations: John McCarthy
Deputy Director, Integrated Waste, Airport, Transit: Johannes J. Hoevertsz

August 23, 2016

Michele Nora Gegner
P.O. Box 569
Boyes Hot Springs, CA. 95416

Re: Boyes Boulevard Bridge Replacement Project
Site Address: 320 Boyes Boulevard, Sonoma, CA
APN: 052-192-020
Federal ID. No: BRLS STPLZ 5920 (059)

Dear Ms. Gegner:

The County of Sonoma is proposing to replace the existing structurally deficient Boyes Boulevard Bridge over Sonoma Creek with a new, wider, single span concrete bridge, as well as widen the approach roadways to provide shoulders, curb, gutter and sidewalk. The new bridge will be about 50 to 56 feet wide and 115 to 120 feet long and will provide a single 12 foot wide travel lane in each direction. Prior to demolition of the existing bridge, an 8 foot wide, lighted clear span temporary pedestrian bridge will be installed upstream of the work area to accommodate pedestrian and bicycle crossing. Your property is located within the project area.

Associated Right of Way Services, Inc., (AR/WS) has been retained to assist with the proposed acquisition of permanent and temporary property interests on behalf of the County of Sonoma. This letter and accompanying paperwork contains material related to the offer to purchase property interests for this public project.

Our preliminary title report shows you to be the owner of property located at 320 Boyes Boulevard, Sonoma, CA. identified on the attached Map.

Attached for your review are the following documents:

Map (1)
Summary Statement Relating to the Purchase of Real Property or an Interest Therein (1)
Appraisal Summary Statement (1)
Right of Way Contract (3)
Grant Deed (1)
Easement Deed (1)
Temporary Construction Easement Deed (1)
Title VI Statement (1)
Title VI Survey (Voluntary) (1)
Payee Data Form (1)
Standard County Claim Form (1)
"Your Property, Your Transportation Project" Brochure (1)

Please review the documents closely. This offer is conditional and subject to the Sonoma County Board of Supervisor's final review and approval and in accordance with the requirements of Section 7267.2 of the Government Code, the County proposes to purchase the fee and easement interests identified in the attached documents together with any impacted improvements, for the sum of $24,800.00. This amount represents the value of the property interests proposed to be acquired as determined by an independent state licensed and certified appraiser. If there is a lessee in possession of the property and improvements are being acquired, or any other holder of an interest in the subject property, an offset statement or equivalent declaration would be required to confirm respective ownership of those improvements. (Quitclaim Deeds from any lessees or other

interest holders as to the area being acquired whether or not improved may also be necessary.)

Per the California Code of Civil Procedure, you are entitled for the County of Sonoma to pay the reasonable cost, not to exceed $5,000, for an independent appraisal of your property. If you choose to have an independent appraisal done, you must contract for the appraisal. The appraiser must be licensed with the California Office of Real Estate Appraisers. The conditions for reimbursement of these costs are described in the attached Summary Statement Relating to the Purchase of Real Property or an Interest Therein.

The AR/WS consultant assigned to assist you is Mr. Gary Dowd. He is prepared to meet and discuss the proposed acquisition with you, and to assist you through the process. Please contact Mr. Dowd at (925) 691-8500 or (800) 558-5151. He will assist in processing all documents, including providing notary public services and escrow coordination. Expenses incidental to transfer of title to the County of Sonoma (identified in the Purchase Agreement) are paid by the County of Sonoma.

Finally, please be aware that nothing in this letter is intended to pre-commit the County of Sonoma to any particular action with respect to the proposed acquisition of this property.

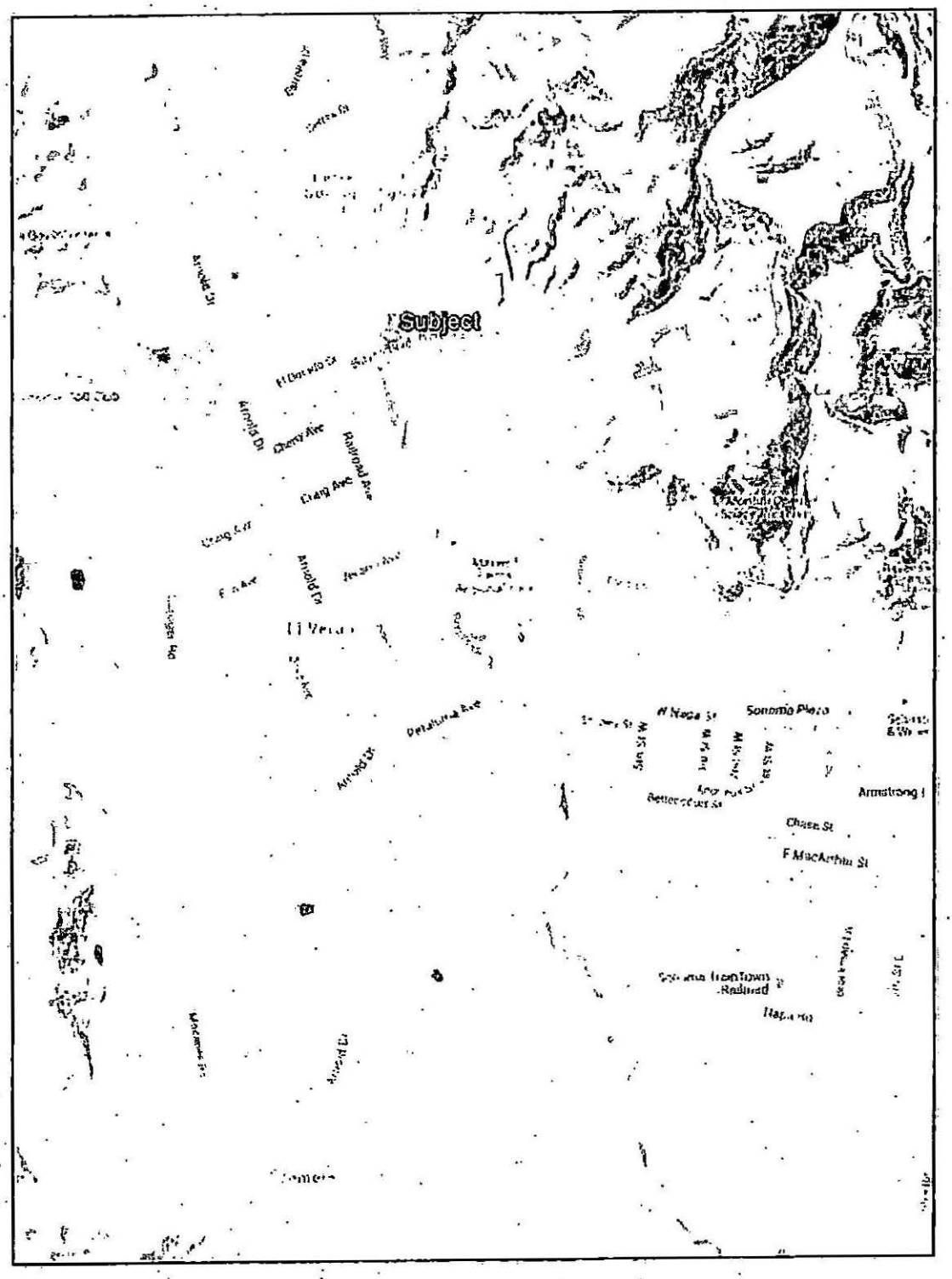
Sincerely,

John McCarthy, P.E.
Deputy Director
County of Sonoma
Department of Transportation & Public Works
Enclosures (12)

Sonoma County Department of Transportation and Public Works
Boyes Boulevard Bridge Replacement Project
APN: 052-192-020 – Gegner

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Subject Location Map



COUNTY OF SONOMA

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

The County of Sonoma ("Agency") is proposing to purchase real property or interests therein, and related improvements and appurtenances in connection with the construction of the Boyes Boulevard Bridge Replacement Project ("Project").

Your property located at 320 Boyes Boulevard, Sonoma, Ca. is within the project area and identified by the Sonoma County Assessor as Parcel No. 052-192-020.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that you, as an owner from whom a public agency proposes to purchase real property or an interest therein or as a tenant owning improvements on the property must be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property proposed to be purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.

2. The County of Sonoma will offer to purchase any remnant(s) considered by the County of Sonoma to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.

3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, of the real property proposed to be acquired are being conveyed unless other disposition of these improvements has been made. The real property interests proposed to be acquired include: partial fee simple of 1004 sq. ft., permanent slope easement of 268 sq.ft., and a temporary construction easement of 459 sq. ft. and are described in the Right of Way Contract and in the Appraisal Summary Statement delivered contemporaneously with this document.

4. The market value of the property proposed to be acquired is based upon a market value appraisal which is summarized on the attached Appraisal Summary Statement and such amount:

   A. Represents the full amount of the appraisal of just compensation for the property proposed to be purchased;

   B. Is not less than the approved appraisal of the fair-market value of the property as improved;

   C. Disregards any decrease or increase in the fair-market value of the real property proposed to be acquired prior to the date of valuation which might be caused by the Project itself or by the likelihood that the property would be acquired for or in connection with the Project, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

   D. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the County of Sonoma.

5. Pursuant to California Code of Civil Procedure Section 1263.025, should you elect to obtain an independent appraisal, The County of Sonoma will pay for the actual reasonable costs up to five thousand dollars ($5,000) subject to the following conditions:

   A. You, not the County of Sonoma must order the appraisal. Should you enter into a contract with the selected appraiser, the County of Sonoma will not be a party to the contract.

   B. The selected appraiser must be licensed with the California Bureau of Real Estate Appraisers (BREA).

C. Appraisal cost reimbursement requests must be made in writing, and submitted to the County of Sonoma, attention John McCarthy, at 2300 County Center Drive, Suite B-100 Santa Rosa, CA 95403 within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the County of Sonoma concurrent with submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.

6. The owner of a business conducted on a property proposed to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the California Code of Civil Procedure.

7. If you ultimately elect to reject the County of Sonoma's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

8. You are entitled to receive all benefits that are available through donation to the County of Sonoma of all or part of your interest in the real property sought to be acquired by the County of Sonoma as set out in Street and Highways Code Sections 104.2 and 104.12.

9. Because the Project schedule anticipates use of the property within two (2) years of its acquisition the County of Sonoma does not offer to lease this property back to you after acquiring it.

County of Sonoma
Boyes Boulevard Bridge Replacement Project
APPRAISAL SUMMARY STATEMENT AND APN: 052-192-020
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

BASIC PROPERTY DATA

OWNER: Michele Nora Gegner

PROPERTY ADDRESS: 320 Boyes Boulevard, Sonoma, CA

DATE PROPERTY ACQUIRED BY OWNER: More than five years

ZONING: R1 (Low Density Residential)

PRESENT USE: Single Family Residential

HIGHEST AND BEST USE ①: Single Family Residential Development

TOTAL PROPERTY AREA: 0.24 acre or 10,454 square feet

PROPERTY RIGHTS PROPOSED TO BE ACQUIRED: Partial Fee Simple (1004 +/- sq. ft.); Permanent Slope Easement (268 +/- sq. ft.); Temporary Construction Easement (459 +/- sq. ft.)

INCLUDING ACCESS RIGHTS? YES _____ NO __X__

DATE OF VALUATION: April 1, 2016

BASIS OF VALUATION

The just compensation being offered by the County of Sonoma (Agency) is not less than the Agency's approved appraisal of the fair market value of the property. The fair market value of the property proposed for acquisition is based on a fair market value appraisal prepared according to accepted appraisal procedures. Where appropriate, sales of comparable properties and income data are utilized. Principal transactions of comparable properties, where evaluated, are included herein (Page 4). The appraiser has given full and careful consideration to the highest and best use for development of the property and to all features inherent in the property, including, but not limited to, zoning, development potential and the income the property is capable of producing.

California Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

a.) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

b.) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

California Code of Civil Procedure Section 1263.321 defines the Value for Nonprofit, Special Use Property as follows:

> A just and equitable method of determining the value of nonprofit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision (c) of Section 824 of the Evidence Code.

County of Sonoma
Boyes Boulevard Bridge Replacement Project
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

APN: 052-192-020

The market value for the property proposed to be acquired by Agency is based upon Code of Civil Procedure Section *1263.320 (a)* as defined on the previous page.

Value of the Entire Property: $ 200,000.00

Value of the Property Rights proposed to be acquired:

A. Partial Fee Simple (1,004 sq. ft.):	$	19,207.00
B. Permanent Slope Easement (268 sq. ft.):	$	3,845.00
C. Improvements Pertaining to the Realty②:	$	N/A
D. Temporary Construction Easement (TCE) (459 sq. ft.):	$	1,755.00
	$	24,807.00
		(Sum of items A – D)

Partial Fee Simple Calculation – 1,004 sq. ft. X $19.13/sq. ft. = $19,207

Permanent Slope Easement Calculation – 268 sq. ft. X $19.13/sq. ft. = $3,845.00

Temporary Construction Easement – 459 sq. ft. X $19.13/sq. ft. X 0.833% X 24 mos. = $1,755.00

Severance Damages ③: $ N/A

In addition to determining the market value of the parcel(s) sought to be acquired, severance damages were considered. Severance damages are determined based on whether or not the remainder would be diminished in value by reason of the proposed acquisition and/or by the construction of the improvement in the manner proposed. Some severance damage may be mitigated or entirely eliminated by estimating the cost to cure the damage. Where severance damages are found, offsetting benefits are determined. (See Page 5 – Benefits defined.) Under California law, benefits can only be offset against severance damages. If no severance damages are found, there is no application of offsetting benefits.

No severance damages were found for the following reasons: The proposed partial acquisition will not have an adverse effect on utility or value of remainder property in the after condition.

Construction Contract Work: All site improvements and utilities located within the proposed acquisition areas will be repaired, replaced, or relocated as a cost to the project.

Benefits④: $ (N/A)

The amount of any other compensation: $ N/A

JUST COMPENSATION FOR ACQUISITION: $ **24,807.00**

Rounded to: $ **24,800.00**

County of Sonoma
Boyes Boulevard Bridge Replacement Project
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

APN: 052-192-020

(THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY)

1. The Sales Comparison approach is based on the consideration of comparable land and improved sales.
   Indicated value by Sales Comparison Approach $ 24,800.00.

   See Page 4 for principal transactions.

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors.
   Total Replacement Cost New $ N/A
   Depreciation from all causes $ N/A
   Value of Improvements in Place $ N/A

   Land (estimated by direct sales comparison) $ N/A
   Indicated value by Cost Approach $ N/A

3. The income approach is based on an analysis of income and expenses to the property.
   Overall Capitalization Rate N/A
   Net Operating Income $ N/A
   Indicated value by Income Approach $ N/A

4. Other Indicated Value $ N/A

County of Sonoma
Boyes Boulevard Bridge Replacement Project
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

APN: 052-192-020

SUMMARY OF THE BASIS FOR JUST COMPENSATION

Narrative summary of the valuation process supporting compensation:

The comparables used are listed below:

Residential Lot Sales Data

	Address / APN	Sale Price	COE	Land Size Acres/sf	Zoning
RL-01	408 E. Thomson Ave. (Unincorp.) Sonoma, Ca. 056-475-034	$165,000	03/29/16	0.11 ac. 4,792	R1
RL-02	763 Jericho Rd. (Unincorp.) Sonoma, Ca. 052-216-033	$279,000	12/21/15	0.25 ac. 10,890	R1
RL-03	18035 Barrett Ave. (Unincorp.) Sonoma, Ca. 052-182-009	$260,000	09/25/15	0.22 ac. 9,583	R1
RL-04	343 Boyes Boulevard (Unincorp.) Sonoma, Ca. 052-191-007	$205,000	06/24/15	0.23 ac. 10,355	R2
RL-05	19025 Willow St. (Unincorp.) Sonoma, Ca. 052-354-017	$202,401	06/19/15	0.18 ac. 8,002	R1
RL-06	518 Donald St. (Unincorp.) Sonoma, Ca. 127-092-009	$235,000	09/11/14	0.29 ac. 12,480	R1
Subject	**320 Boyes Boulevard (Unincorp.) Sonoma, Ca 052-192-020**	**N/A**	**DOV 04/01/16**	**0.24 ac. 10,454**	**R1**

Summary of Comparables:

Before adjustments, the six comparable land sales range from $165,000 to $279,000. Comparable RL-02 required the least amount of adjustments. It is similar in size and is in a superior location. This comparable is judged to indicate a higher value than one could hope to obtain for the subject property. Comparable RL-04 is located directly across the street from the subject property. It is judged to indicate a similar value to the subject property and is given the most weight.

Based on the analysis and conclusions above, the concluded fee simple market value of the underlying land of the subject property is judged to be $200,000 on a per lot basis. Converting the price to a price per square foot value is as follows:

$200,000 divided by 10,454 sq. ft. = $19.13/sq. ft.

County of Sonoma
Boyes Boulevard Bridge Replacement Project
APPRAISAL SUMMARY STATEMENT AND APN: 052-192-020
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

DEFINITIONS*

① Highest and Best Use Analysis

Highest and best use is defined as the reasonably probable use of land which is legally permissible, physically possible, and financially feasible that results in the highest value. Highest and best use analysis is used in the appraisal process to identify comparable properties and, where applicable, to determine whether the existing improvements should be retained, renovated, or demolished.

② Improvements Pertaining to the Realty (if any)

Machinery, Fixtures and Equipment identified here were separately valued as improvements pertaining to the realty. Prior to escrow close, owner and lessee must agree (and confirm in writing) as to ownership of said improvements pertaining to the realty.

③ Severance Damages (Applies to Proposed Partial Acquisitions)

The appraisal also determines whether or not the District's proposed acquisition results in damages to the remaining property. The basis for this determination is whether or not the value of the remainder is diminished by reason of the anticipated acquisition of the property interest being acquired and the construction of the improvement in the manner proposed. Severance Damages may be mitigated or entirely eliminated by estimating the cost to cure the damages. (Cost to Cure)

④ Benefits (Applies to Proposed Partial Acquisitions)

Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is acquired in the manner proposed.

* *These definitions are general and provided to assist in the discussion related to the proposed acquisition. They are not intended to be legal definitions.*

An owner-occupant of a residential property containing four (4) units or less has a right to review the appraisal on which the written offer to purchase is based.

Appraisal Summary and Offer of Just Compensation
Authorized and Approved for Presentation:

County of Sonoma

By: John McCarthy

Title: Deputy Director Transportation & Public Works

Date: 8/12/2016

COUNTY OF SONOMA
DEPT. OF TRANSPORTATION AND PUBLIC WORKS
Santa Rosa, California

August 11, 2016

Federal ID No.: BRLS STPLZ 5920(059)
Owner: Michelle Nora Gegner
A.P. Number: 052-192-020
Project Name: Boyes Boulevard Bridge Replacement Project
County Project No.: CO1147

RIGHT OF WAY CONTRACT - PUBLIC HIGHWAY

Exhibit A, in the form of a Grant Deed, Exhibit B in the form of a Slope Easement Deed, and Exhibit C in the form of a Temporary Construction Easement Deed covering the property particularly described in the above instruments, have been executed and delivered to Associated Right of Way Services, Right of Way Consultant for the County of Sonoma on behalf of the acquiring agency, the County of Sonoma ("County").

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of Sonoma of all further obligation or claims on the account, or on account of the location, grade or construction of the proposed public improvement.

(B) Grantee requires said property described in Exhibit A, Exhibit B, and Exhibit C for County roadway and bridge purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.

(C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. The County of Sonoma shall:

(A) Pay the undersigned Grantor the sum of $24,800.00 for the property of interest conveyed by above documents when title to said property interests vest in the County of Sonoma free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

b. Covenants, conditions, restrictions and reservations of record, or contained in the above referenced document.

c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

d. Such matters as may be waived by the County of Sonoma's Right of Way Manager, or designated representative.

(B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.

(C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

3. Any or all monies payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s) be made payable to the mortgage(s) or beneficiary(s) entitled thereunder; said mortgage(s) or beneficiary(s) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

4. Grantor hereby authorizes County to prepare and file escrow instructions in accordance with this Contract on behalf of both parties. This transaction will be handled by First American Title Company, 627 College Avenue, Santa Rosa, CA 95404; Escrow No. 4904-4433972.

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the permanent property rights being purchased by the County of Sonoma, including the right to remove and dispose of improvements, shall commence upon acceptance of this contract by the Sonoma County Board of Supervisors and deposit of funds in escrow controlling this transaction, or upon the close of escrow, whichever occurs first, and that the amount of $24,800.00 includes, but is not limited to, full payment for such possession and use, and damages, if any, from said date

6. It is further agreed and confirmed by the parties hereto that permission is hereby granted the County of Sonoma or it authorized agent(s), to enter upon Grantor's land where necessary within that certain area (TCE Area) described in Exhibit C for the purpose of a temporary construction easement (TCE). The right of possession and use of the TCE, shall commence on

_____and terminate on _____. Grantor shall have use of the TCE Area until the County of Sonoma takes physical possession. In case of unpredictable delays in construction, upon written notification to Grantor, the terms of the TCE may be extended by an amendment to this Right of Way Contract. Grantor shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the Grantor for the extension period prior to the expiration of the original period. The County engineer shall notify the Grantor at telephone number _____, 72 hours prior to the commencement of actual construction or by 10 days written notice, first class mail, delivery deemed completed on date of mailing.

7. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor further agrees to hold the County of Sonoma harmless and reimburse the County of Sonoma for any and all of their losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.

8. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.

9. At no expense to the Grantor and at the time of the project construction, County shall construct the following improvements as shown on approved plans on file with the Department of Transportation and Public Works:

All site improvements and utilities located within the proposed acquisition areas will be repaired, replaced or relocated as a cost to the project.

10. All work done under this agreement shall conform to all applicable building, fire, and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the County of Sonoma, shall be left in as good condition as found.

11. The Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the property which may have occurred prior to Grantor taking title to the property.

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under federal or state law, the County may elect to recover its clean-up costs from those who caused or contributed to the contamination.

12. County agrees to indemnify and hold harmless Grantor from any liability arising out of County's operations under this agreement. County further agrees to assume responsibility for any

damages proximately caused by reason of County's operations under this agreement and County will, at its option, either repair or pay for such damage.

13. This agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this agreement.

14. Grantor understands that this agreement is subject to the approval of the Sonoma County Board of Supervisors. Further, that this agreement shall have no force or effect unless and until said approval has been obtained.

15. In the event of a breach of this agreement by Grantor, County shall be entitled to pursue any and all remedies available to it against Grantor, including without limitation, claims for all damages attributable to Grantor's breach, and specific performance of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

By GRANTOR this ___ day of _____, 20____.

By COUNTY this ____ day of _____, 20____.

GRANTOR:

By: _____
Michele Nora Gegner

COUNTY OF SONOMA:

By: _____
Chair, Board of Supervisors

Attest:

By: _____
Clerk, Board of Supervisors

Reviewed as to Substance:

By: _____
Director, Department of
Transportation and Public Works

Date: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

By: _____
Right of Way Manager

Date: _____

By: _____
Project Engineer

Date: _____

EXHIBIT A

GRANT DEED

RECORDING REQUESTED BY

COUNTY OF SONOMA

.....

WHEN RECORDED, RETURN TO
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for public works project.

GRANT DEED

MICHELE NORA GEGNER, A Single Woman As Her Sole and Separate Property,

GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

_____
MICHELE NORA GEGNER

Dated_____, 20_____

Exhibit "A"
PERMANENT RIGHT OF WAY ACQUISITION

Lying within the Petaluma Rancho, County of Sonoma, State of California, being portion of Lot 3 as shown upon the map of Creek Front Addition to Sonoma Vista Tract filed in Book 30 of Maps, Page 28, Sonoma County Records, also being a portion of the Lands of Michele Nora Gegner as described in deed recorded under Document Number 2015-048752, said portion is more particularly described as follows:

BEGINNING at the northerly common corner of said Lands of Gegner and the Lands of Robles as described in Book 3019 of deeds at Page 621, Official Records of Sonoma County, said common corner being on the southerly right of way line of Boyes Boulevard as shown on the Record of Survey filed in Book 761 of Maps at Pages 15 and 16, Sonoma County Records, from which the northwest corner of Lot 3 of said map of Creek Front Addition bears South 66°57'02" West 184.00 feet; thence along the north line of said Lands of Gegner and said southerly of said right of way of Boyes Boulevard North 66°57'02" East 121.30 feet to the northeast corner of said Lands of Gegner; thence along the easterly line of said Lands of Gegner South 48°14'58" East 5.50 feet; thence South 36°35'58" East 11.48 feet; thence leaving said easterly line along a non-tangent curve to the left, concave southerly, the radius of which bears South 14°00'15" East, with a radius of 1276.87 feet, through a central angle of 5°41'08", for a distance of 126.71 feet to the common line of said Lands of Gegner and said Lands of Robles; then along said common line North 32°43'57" West 2.49 feet to the POINT OF BEGINNING.

Containing 1004 Square Feet more or less

Being a portion of APN 052-192-020

BASIS OF BEARING
Being North 66°57'02"East 841.21 feet from a found 2-inch brass disk at centerline of Boyes Boulevard at Lucas Street to the a found 2-inch brass disk at centerline of Boyes Boulevard at River Road as shown on the Record of Survey of the right of way of Boyes Boulevard filed in Book 761 of Maps at Pages 15 and 16, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.

Anthony G. Cinquini P.L.S. 8614

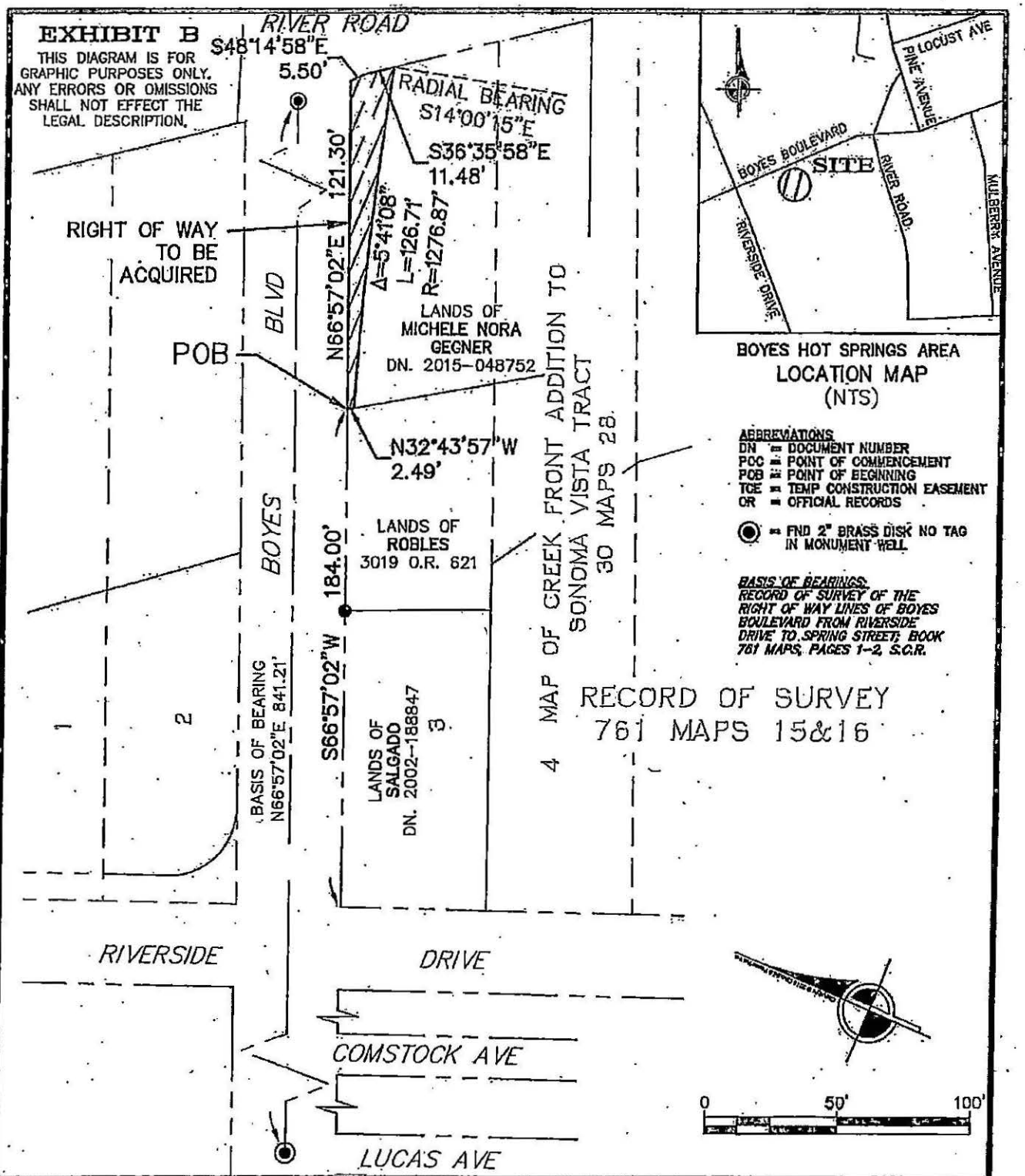
PROFESSIONAL LAND SURVEYOR
ANTHONY G. CINQUINI
Exp. 12/31/17
NO. 8614
STATE OF CALIFORNIA

March 18, 2016
Date

1360 North Dutton Avenue, Suite 150, Santa Rosa, CA 95401
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com
CPI No.: 6632-13

EXHIBIT B

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.



BOYES HOT SPRINGS AREA
LOCATION MAP
(NTS)

ABBREVIATIONS
DN = DOCUMENT NUMBER
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
TCE = TEMP CONSTRUCTION EASEMENT
OR = OFFICIAL RECORDS

◉ = FND 2" BRASS DISK NO TAG IN MONUMENT WELL

BASIS OF BEARINGS:
RECORD OF SURVEY OF THE RIGHT OF WAY LINES OF BOYES BOULEVARD FROM RIVERSIDE DRIVE TO SPRING STREET; BOOK 761 MAPS, PAGES 1-2, S.C.R.

OWNER AND MAILING ADDRESS	PROPERTY AREAS	COUNTY OF SONOMA
LANDS OF MICHELE NORA GEGNER P.O. BOX 569 BOYES HOT SPRINGS, CA 95416	ORIGINAL PARCEL: 0.24± ACRES R.O.W. ACQ. 1004± SQ FT	RIGHT OF WAY ACQUISITION LANDS OF MICHELE NORA GEGNER TO COUNTY OF SONOMA
A.P. No. 052-192-020		Scale: 1"=50' | Date: 2/2/15
O.R. No. D.N. 2015-048752	COUNTY ACQUISITION DEED	DWN. | APPROVED | FILE NO.
PROP.AD. 320 BOYES BLVD, SONOMA	O.R.	CHK.

C:\LDDT\6632\dwg\Legal Desc Plats\6632.052-192-020 PERM.dwg
Mar 03, 2016 - 4:05pm

EXHIBIT B

AN EASEMENT DEED

RECORDING REQUESTED BY

COUNTY OF SONOMA

WHEN RECORDED, RETURN TO
EXECUTIVE SECRETARY
DEPARTMENT OF
TRANSPORTATION AND
PUBLIC WORKS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for public works project.

GRANT OF EASEMENT

MICHELE NORA GEGNER, A Single Woman, as her Sole and Separate Property GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

A PERMANENT SLOPE EASEMENT to construct, reconstruct, install, inspect, maintain, replace, remove, and use land, improvements, and facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom on, under, over, and across the lands described below.

The specified facilities shall consist of, but not necessarily be limited to, the following:

Slope and facilities and appurtenances thereto for use by the County, including but not limited to retaining walls, rip rap, erosion control, vegetation, landscaping and other measures deemed appropriate to maintain and protect said slope and the topography of the land within the easement area; and the right to construct, maintain and reconstruct any such slope improvements or facilities mentioned above.

Said easement shall also include the right to excavate or fill the easement for the full width and to a reasonable depth thereof.

The lands within the easement are more particularly described as follows:

SEE **EXHIBIT "A"** ATTACHED

APN: 052-192-020

_____
MICHELE NORA GEGNER

Dated _____, 2016

Exhibit "A"
SLOPE EASEMENT

Lying within the Petaluma Rancho, County of Sonoma, State of California, being portion of Lot 3 as shown upon the map of Creek Front Addition to Sonoma Vista Tract filed in Book 30 of Maps, Page 28, Sonoma County Records, also being a portion of the Lands of Michele Nora Gegner as described in deed recorded under Document Number 2015-048752, said portion is more particularly described as follows:

COMMENCING at the northerly common corner of said lands of Gegner and the Lands of Robles as described in Book 3019 of deeds at Page 621, Official Records of Sonoma County, said common corner being on the southerly right of way line of Boyes Boulevard as shown on the Record of Survey filed in Book 761 of Maps at Pages 15 and 16, Sonoma County Records, from which the northwest corner of Lot 3 of said map of Creek Front Addition bears South 66°57'02" West 184.00 feet; thence along the common line of said Lands of Gegner and said Lands of Robles South 32°43'57" East 2.48 feet to the POINT OF BEGINNING; thence continuing along said common line South 32°43'57" East 3.74 feet; thence leaving said common line North 70°45'20" East 22.23 feet, thence North 71°45'15" East 22.23 feet; thence South 89°38'58" East 11.45 feet; thence North 72°53'51" East 5.07 feet; thence North 07°11'32" East 7.72 feet; thence along a non-tangent curve to the left, concave southerly, the radius of which bears South 16°47'23" East, with a radius of 1276.87 feet, through a central angle of 2°54'01", for a distance of 64.63 feet to the POINT OF BEGINNING.

Containing 268 Square Feet more or less.

Being a portion of APN 052-192-020

BASIS OF BEARING
Being North 66°57'02"East 841.21 feet from a found 2-inch brass disk at centerline of Boyes Boulevard at Lucas Street to the a found 2-inch brass disk at centerline of Boyes Boulevard at River Road as shown on the Record of Survey of the right of way of Boyes Boulevard filed in Book 761 of Maps at Pages 15 and 16, Sonoma County Records.

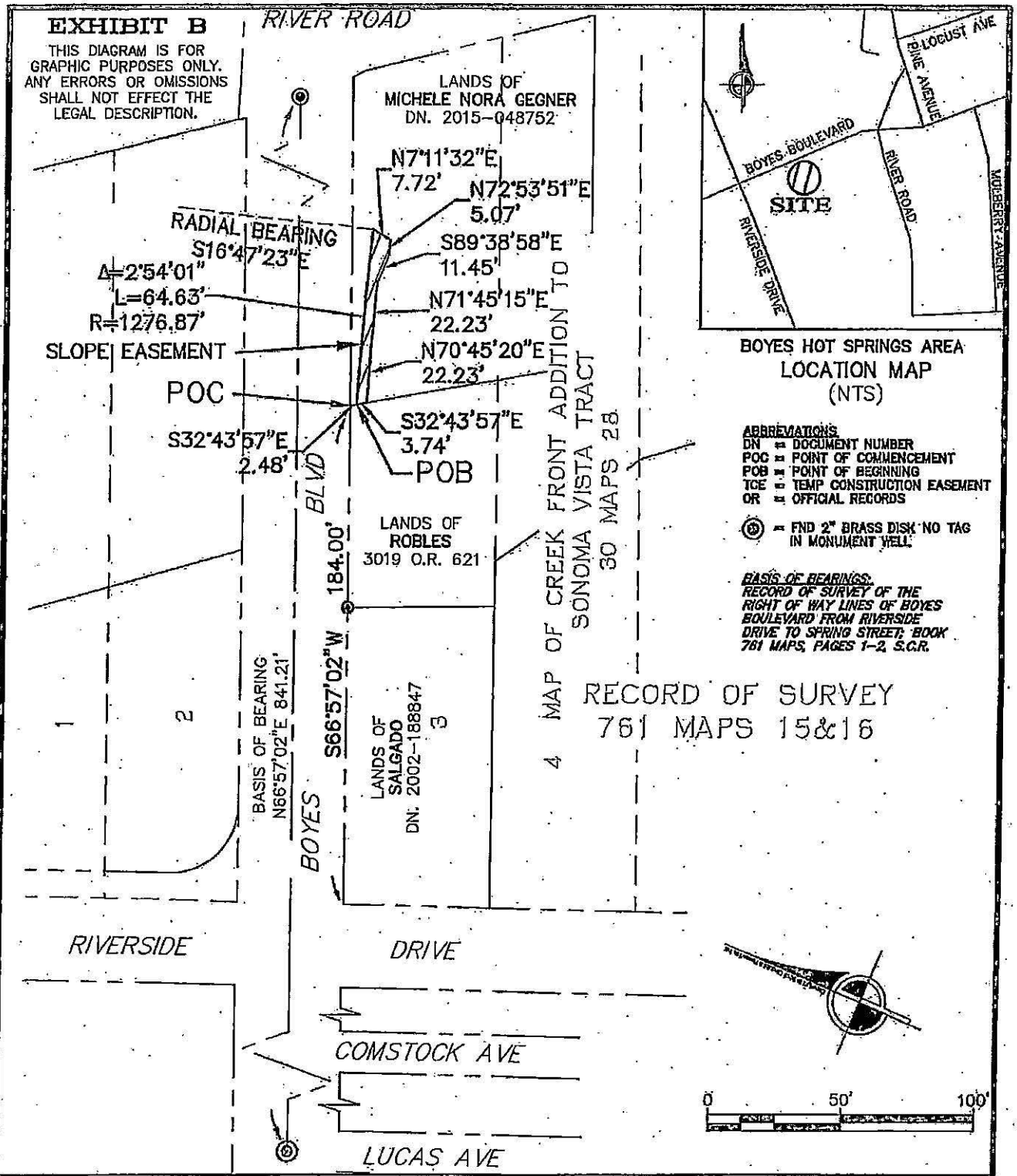
Prepared by Cinquini & Passarino, Inc.

Anthony G. Cinquini P.L.S. 8614 — Date: Mar 18, 2016

1360 North Dutton Avenue, Suite 150, Santa Rosa, CA 95401
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com
CPI No.: 6632-13

EXHIBIT B

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.



BOYES HOT SPRINGS AREA
LOCATION MAP
(NTS)

ABBREVIATIONS
DN = DOCUMENT NUMBER
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
TCE = TEMP CONSTRUCTION EASEMENT
OR = OFFICIAL RECORDS

⊙ = FND 2" BRASS DISK NO TAG IN MONUMENT WELL

BASIS OF BEARINGS:
RECORD OF SURVEY OF THE RIGHT OF WAY LINES OF BOYES BOULEVARD FROM RIVERSIDE DRIVE TO SPRING STREET; BOOK 761 MAPS, PAGES 1-2, S.C.R.

OWNER AND MAILING ADDRESS	PROPERTY AREAS	COUNTY OF SONOMA
LANDS OF MICHELE NORA GEGNER P.O. BOX 569 BOYES HOT SPRINGS, CA 95416	ORIGINAL PARCEL: 0.24± ACRES SLOPE EASEMENT: 268± SQ FT	SLOPE EASEMENT LANDS OF MICHELE NORA GEGNER TO COUNTY OF SONOMA
A.P. No. 052-192-020 O.R. No. D.N. 2015-048752 PROP.AD. 320 BOYES BLVD, SONOMA	COUNTY ACQUISITION DEED O.R.	Scale: 1"=50' Date: 2/2/15 DWN. CHK. APPROVED FILE NO.

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Mar 03, 2016 - 4:24pm

EXHIBIT C

A TEMPORARY CONSTRUCTION EASEMENT DEED

RECORDING REQUESTED BY

COUNTY OF SONOMA

.....

WHEN RECORDED, RETURN TO
EXECUTIVE SECRETARY
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Project Name: Boyes Boulevard Bridge Replacement Project
APN: 052-192-020
Dated _____, 2016

Record free per Gov. Code 6103. Required by Sonoma County Dept. of Transportation and Public Works for public works project.

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

MICHELE NORA GEGNER, A SINGLE WOMAN AS HER SOLE AND SEPARATE PROPERTY GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, A TEMPORARY EASEMENT FOR:

An exclusive TEMPORARY CONSTRUCTION EASEMENT for all purposes necessary for the construction of improvements for the Boyes Boulevard Bridge Replacement Project. Such purposes, as necessary, to include, but not limited to (storage of materials and equipment, including trucks and tractors, as well as ingress to and egress from the property during the construction period shown below.)

THE TEMPORARY CONSTRUCTION EASEMENT CONSISTS OF THE FOLLOWING DESCRIBED PARCEL:

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED

Said Temporary Construction Easement shall commence on _____ and terminate on _____ or upon the filing of the Notice of Completion at the Sonoma County Recorder's Office for the project entitled "Boyes Boulevard Bridge Replacement Project" whichever shall occur first.

GRANTOR:

_____

MICHELE NORA GEGNER

Exhibit "A"
TEMPORARY CONSTRUCTION EASEMENT

Lying within the Petaluma Rancho, County of Sonoma, State of California, being portion of Lot 3 as shown upon the map of Creek Front Addition to Sonoma Vista Tract filed in Book 30 of Maps, Page 28, Sonoma County Records, also being a portion of the Lands of Michele Nora Gegner as described in deed recorded under Document Number 2015-048752, said portion is more particularly described as follows:

COMMENCING at the northerly common corner of said lands of Gegner and the Lands of Robles as described in Book 3019 of deeds at Page 621, Official Records of Sonoma County, said common corner being on the southerly right of way line of Boyes Boulevard as shown on the Record of Survey filed in Book 761 of Maps at Pages 15 and 16, Sonoma County Records, from which the northwest corner of Lot 3 of said map of Creek Front Addition bears South 66°57'02" West 184.00 feet; thence along the common line of said Lands of Gegner and said Lands of Robles South 32°43'57" East 6.21 feet to the POINT OF BEGINNING; thence along said common line South 32°43'57" East 2.05 feet; thence leaving said common line North 71°15'29" East 43.61 feet, thence South 89°38'58" East 11.44 feet; thence North 72°55'11" East 6.67 feet; thence North 07°11'32" East 4.44 feet; thence North 74°19'27" East 63.80 feet to the easterly line of said Lands of Gegner; thence along said easterly line North 36°35'58" West 5.02 feet; thence leaving said line on a non-tangent curve to the left, concave southerly, the radius of which bears South 13°59'42" East, with a radius of 1276.87 feet, through a central angle of 2°47'08", for a distance of 62.08 feet; thence South 07°11'32" West 7.72 feet; thence South 72°53'51" West 5.07 feet; thence North 89°38'58" West 11.45 feet; thence South 71°45'15" West 22.23 feet; thence South 70°45'20" West 22.23 feet to the POINT OF BEGINNING.

Containing 459 Square Feet more or less

Being a portion of APN 052-192-020

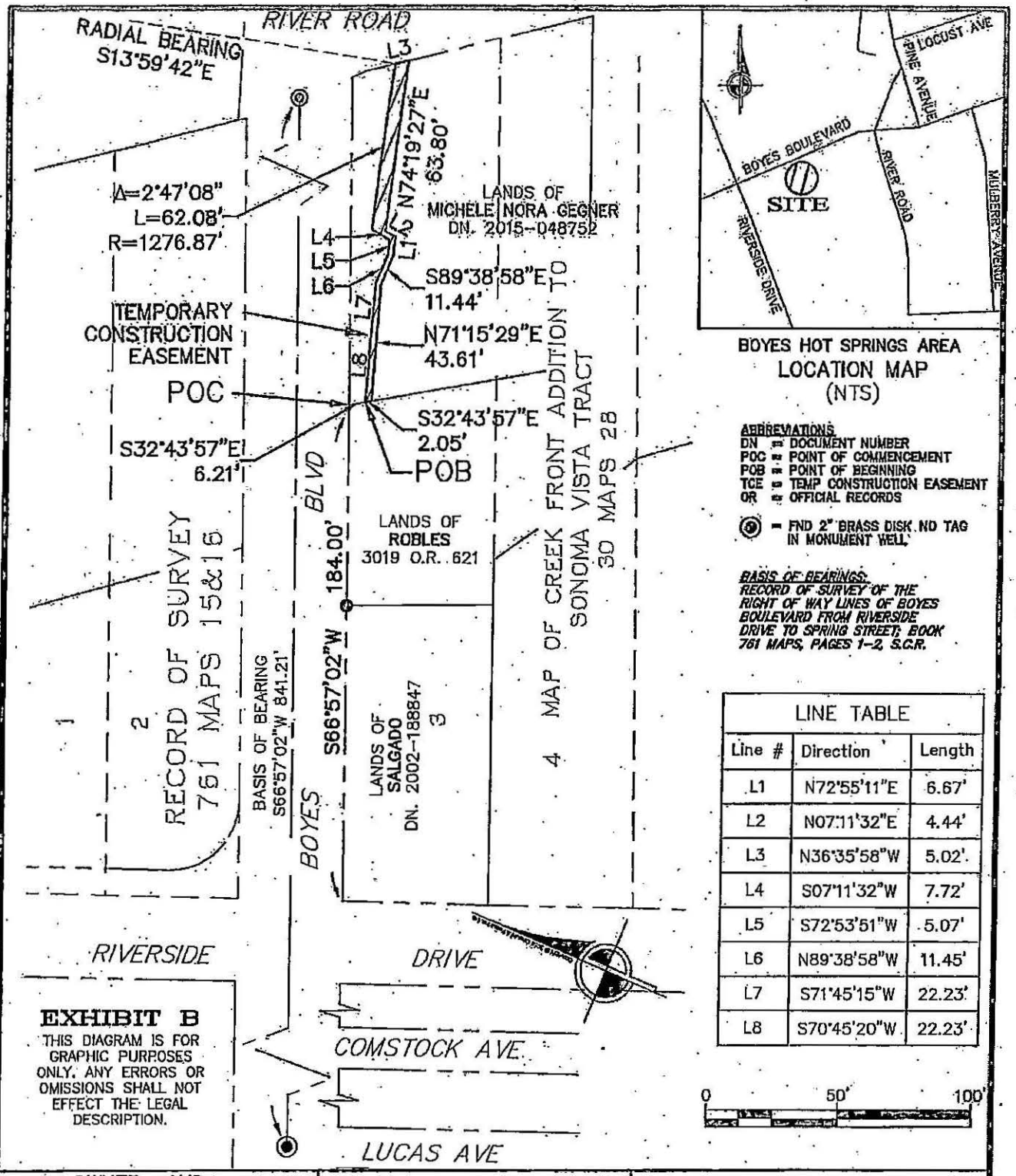
BASIS OF BEARING
Being North 66°57'02"East 841.21 feet from a found 2-inch brass disk at centerline of Boyes Boulevard at Lucas Street to the a found 2-inch brass disk at centerline of Boyes Boulevard at River Road as shown on the Record of Survey of the right of way of Boyes Boulevard filed in Book 761 of Maps at Pages 15 and 16, Sonoma County Records.

Prepared by Cinquini & Passarino, Inc.

PROFESSIONAL LAND SURVEYOR ★ ANTHONY G. CINQUINI ★ Exp. 12/31/17 ★ NO. 8614 ★ STATE OF CALIFORNIA

Anthony G. Cinquini, P.L.S. 8614 — March 15, 2016 Date

1360 North Dutton Avenue, Suite 150, Santa Rosa, CA 95401
Tel: (707) 542-6268 Fax: (707) 542-2106
www.cinquinipassarino.com
CPI No.: 6632-13



BOYES HOT SPRINGS AREA
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BASIS OF BEARINGS: RECORD OF SURVEY OF THE RIGHT OF WAY LINES OF BOYES BOULEVARD FROM RIVERSIDE DRIVE TO SPRING STREET; BOOK 761 MAPS, PAGES 1-2, S.C.R.

LINE TABLE		
Line #	Direction	Length
L1	N72°55'11"E	6.67'
L2	N07°11'32"E	4.44'
L3	N36°35'58"W	5.02'
L4	S07°11'32"W	7.72'
L5	S72°53'51"W	5.07'
L6	N89°38'58"W	11.45'
L7	S71°45'15"W	22.23'
L8	S70°45'20"W	22.23'

EXHIBIT B

THIS DIAGRAM IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT EFFECT THE LEGAL DESCRIPTION.

OWNER AND MAILING ADDRESS	PROPERTY AREAS	COUNTY OF SONOMA
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A.P. No. 052-192-020 O.R. No. D.N. 2015-048752 PROP.AD. 320 BOYES BLVD, SONOMA	COUNTY ACQUISITION DEED O.R.	Scale: 1"=50' | Date: 2/2/15 DWN. CHK. | APPROVED | FILE NO.

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Mar 03, 2016 - 4:29pm

Caltrans

District 1
Equal Opportunity
(EO) Office
1656 Union Street
Eureka, CA 95501
(707) 445-5318

District 2
EO Office
4300 Caterpillar Road
Redding, CA 96003
(530) 225-3055

District 3
EO Office
P.O Box 911
Marysville, CA 95901
(530) 741-7130

District 4
EO Office
P.O Box 23660
Oakland, CA 94623
(510) 286-5871

District 5
EO Office
50 Higuera Street
San Luis Obispo, CA 93401
(805) 549-3037

District 6
EO Office
1352 West Olive Avenue
Fresno, CA 93728
(559) 444-2522

District 7
EO Office
100 S. Main Street
Los Angeles, CA 90012
(213) 897-8244

District 8
EO Office
464 West 4th Street
San Bernardino, CA 92401
(909) 383-4229

District 9
EO Office
500 S. Main Street
Bishop, CA 93514
(760) 872-0752

District 10
EO Office
1976 East Martin Luther
King Jr. Blvd.
Stockton, CA 95205
(209) 948-3911

District 11
EO Office
4050 Taylor Street, MS 250
San Diego, CA 92110
(619) 688-4249

District 12
EO Office
3337 Michelson Drive
Suite 380
Irvine, CA 92612
(949) 724-2021

Headquarters
Title VI Coordinator
1823 14th Street, MS 79
Sacramento, CA 95811
(916) 324-0817

THIS PUBLICATION WILL BE MADE AVAILABLE IN ALTERNATIVE FORMATS:

Braille

Large print

Computer disc

Or audio version

Upon request by calling the Caltrans Civil Rights Title VI Program at:

(916) 324-0817

711 (TTY)

Toll Free

(866) 810-6346

Caltrans

G-1208-3/Jan 2009

Caltrans and You

Title VI

Your Rights Under Title VI and Related Statutes

Caltrans

This brochure is designed to inform you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.

What is Title VI?

Title VI is a statute provision of the Civil Rights Act of 1964.

Title VI (Sec. 601) of the Civil Rights Act of 1964 provides:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Sec 2000d)

Additionally, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994 provides:

"Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."

Related statutes provide protection against discrimination on the basis of sex, age or disability by programs receiving Federal financial assistance.

What does this mean?

That Caltrans strives to ensure that access to and use of all programs, services or benefits derived from any Caltrans activity will be administered without regard to race, color, national origin, sex, age, disability or socioeconomic status.

Caltrans will not tolerate discrimination by a Caltrans employee or recipients of Federal funds such as cities, counties, contractors, consultants, suppliers, universitities, colleges, planning agencies and any other recipients of federal-aid highway funds. Caltrans prohibits all discriminatory practices, which may result in:

- Denial to any individual of any service, financial aid or benefit provided under the program to which he or she may be otherwise entitled;
- Different standards or requirements for participation;
- Segregation or separate treatment in any part of the program;
- Distinctions in quality, quantity or manner in which the benefit is provided;
- Discrimination in any activities conducted in a facility built in whole or part with Federal funds.

To ensure compliance with Title VI, related statutes and the Presidential Executive Order on Environmental Justice, Caltrans will:

- Avoid or reduce harmful human health and environmental effects on minority and low-income populations;
- Ensure the full and fair participation by all communities including low-income and minority populations in the transportation decision-making process;
- Prevent the denial of, reduction in or significant delay in the receipt of benefits by minority and low-income populations.

Additionally, any recipient, including, but not limited to Metropolitan Planning Organizations and local cities and counties, who receives Federal financial aid bears a responsibility to administer its program and activities without regard to race, color, national origin, sex, age, disability or socioeconomic status.

Benefits and Services

Caltrans' mission is to provide the people of California with a safe, efficient and effective inter-modal transportation system. All of the work Caltrans performs is intended to assist the transportation needs of all the people of California regardless of race, color, national origin, sex, age, disability or socioeconomic status.

Are your rights being violated?

If you believe that you have been discriminated against because of your race, color, national origin, sex, age, disability or socioeconomic status, you may file a written complaint with the Caltrans Civil Rights Office of Equal Opportunity (EO). District EO offices are located statewide. The addresses and telephone numbers are located on the back of this brochure. Title VI complaints are forwarded to Sacramento for investigation by the Discrimination Complaint Investigation Unit.

Who bears the responsibility to Title VI?

All of Caltrans employees and its functional programs.

The Caltrans Civil Rights Title VI Program will provide continuous leadership, guidance and technical assistance to ensure ongoing compliance with Title VI and the Executive Order on Environmental Justice. Please refer to the Caltrans offices listed on the back.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

TITLE VI SURVEY

RW 2-1 (10/95)

Federal Project I.D. No. BRLS STPLZ 5920(059)

Sonoma County	*Boyes Boulevard*	*Boyes Bridge*	*n/a*	*APN: 052-192-020*
Co	*Rte*	*Post*	*EA*	*Parcel*

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Office.

NON-DISCRIMINATION

All persons affected by State transportation projects are requested to provide information with regard to race, color, sex, religion, national origin, ancestry, age, marital status, disability or medical condition. Please check the items below which best describe you and return this form in the enclosed envelope.

The furnishing of this information is voluntary.

Head of household: ☐ *Male* ☐ *Female*

Marital status: ☐ *Single* ☐ *Married* ☐ *Divorced* ☐ *Separated*

Race: ☐ *White* ☐ *American Indian* *Specify Tribe*_____ ☐ *Black* ☐ *Hispanic* ☐ *Other* *Specify*_____ ☐ *Asian*

Language spoken, if other than English_____

Are you or any member of your household suffering any physical disability or medical condition?

☐ *Yes* ☐ *No*

Enclosure

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

1

INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

2

PAYEE'S LEGAL BUSINESS NAME (Type or Print)

SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)

E-MAIL ADDRESS

MAILING ADDRESS

BUSINESS ADDRESS

CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

3

PAYEE ENTITY TYPE

CHECK ONE BOX ONLY

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): ☐☐-☐☐☐☐☐☐☐

☐ PARTNERSHIP

☐ ESTATE OR TRUST

CORPORATION:

- ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
- ☐ LEGAL (e.g., attorney services)
- ☐ EXEMPT (nonprofit)
- ☐ ALL OTHERS

☐ INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: ☐☐☐-☐☐-☐☐☐☐

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

4

PAYEE RESIDENCY STATUS

☐ California resident - Qualified to do business in California or maintains a permanent place of business in California.

☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.

- ☐ No services performed in California.
- ☐ Copy of Franchise Tax Board waiver of State withholding attached.

5

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)

TITLE

SIGNATURE

DATE

TELEPHONE ( )

6

Please return completed form to:

Department/Office: _____

Unit/Section: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: (___) _____ **Fax:** (___) _____

E-mail Address: _____

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 8-2003) (REVERSE)

1	**Requirement to Complete Payee Data Record, STD. 204** A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
4	**Are you a California resident or nonresident?** A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204.
	Privacy Statement Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.

County of Sonoma
Auditor-Controller Treasurer-Tax Collector

CLAIM FORM

PAY TO: VENDOR NAME (ONLY)

VENDOR NUMBER | 1099 | DOCUMENT NUMBER

TREAS NO/WARRANT NO

BOARD AUTHORIZATION

WARRANTS WILL BE MAILED TO CLAIMANT UNLESS SPECIFIED OTHERWISE BELOW (MARK IN RED)

BATCH DATE

PICK UP ☐ Ext._____ / COURIER MAIL ☐

BATCH

BATCH KEYED

*** INSTRUCTIONS TO CLAIMANTS ***

All claims against the County must be itemized, giving date and character of service rendered or work performed, quantities, description and unit price or articles furnished or delivered.

All claims should be presented to the authorizing department for certification and filed with the County Auditor-Controller, 585 Fiscal Drive, Suite 101F, Santa Rosa, CA 95403, immediately upon completion of service or delivery of articles ordered.

DATE:_____

SECTION NAME:_____

SFX	TC	P/F	DOC REF	SUBSIDIARY	INDEX	S/OBJ	PROJECT	AMOUNT	INVOICE NO OR DESCRIPTION (FOR WARRANT STUB)
A									
B									
C									
D									
E									
F									
G									
H									
I									
J									
	0	TOTAL							TOTAL

The undersigned, under the penalty of perjury states:
That the above and the items as therein set our are true and correct; that no part thereof has been heretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof as accrued.

Signed:

_____, Claimant

For value received I hereby sell, assign, transfer and set over to _____

_____ All my right, title and interest in the above claim

Signed: _____

Dated: _____

APPROVED AND ORDERED PAID.

From _____ Fund

_____

Chairperson of the Board of Supervisors

I hereby certify that the items or services herein indicated were ordered by me; that the items indicated were received or the services as set forth in the above were performed.

Signed: _____

Title: _____

I have examined the within claim and assuming the facts therein stated to be true find the same _____

a legal claim against the County for the sum of _____

_____

County Counsel

I hereby certify that the above computations are correct and the above claim is therefore approved.

_____

County Auditor

By: _____

Deputy County Auditor

Your property
Your
transportation
project

INTRODUCTION

This booklet was prepared for you as a person who may be affected by a proposed public transportation project. If it is your property that is involved, you may have wondered what will happen. Who will contact you? How much will you be paid for your property? Who will pay your moving costs? Will the State help you find a new place to live? Important questions like these require specific answers.

We hope this booklet will answer some of your questions and present a better picture of our overall procedures.

Why does a public agency have the right to buy my property?

Our State and federal constitutions recognize the need for public agencies to purchase private property for public use, and provide appropriate safeguards to accomplish this purpose. State and federal constitutions and the Uniform Relocation Assistance and Real Property Acquisition Policies Act authorize the purchase of private property for public use and assure full protection of the rights of each citizen. The responsibility for studying potential sites for a transportation project rests with a team of specially trained individuals selected to do this important job. Many months are spent in preliminary study and investigation to consider possible locations for a project.

Consideration of the environmental elements and social effect are as much a part of location determination as engineering and cost. Participation by private citizens and public agencies is actively sought so that various views can be considered in the study process. The process includes public hearings which give persons an opportunity to express their views on the locations being considered.

The California Department of Transportation is composed of many specialists. Among these are:

Statisticians

Determine how we wish to travel and where we desire to go. This includes studies of existing traffic patterns, "origin-destination" surveys and user benefits.

Economists

Determine whether the proposed project location is economically sound. They research and analyze the effects produced by similar projects upon other communities.

Environmentalists

Evaluate the effect of the proposed project on social and environmental factors.

Advance planners

Predict the transportation needs of the future based upon available statistics.

Design engineers

Recommend the type of transportation project which will be of the most benefit to the public. They prepare design plans and determine which properties will be needed for the project.

Relocation specialists

Make early studies of the needs of the persons who will have to be relocated and the kind of replacement housing which will be required. A detailed replacement housing plan will be completed before the Department requires anyone to move.

As a result of this team effort, the best possible location for a transportation facility is selected. The particular location is selected after thorough social, economic, engineering, and environmental analysis, as well as consideration of expressed public desires. The goal is the greatest public good and the least private injury or inconvenience while rendering the best possible service.

Who will contact me?

Appraisal and purchase of properties needed for this transportation facility is the responsibility of the State Department of Transportation. The Department provides a Relocation Assistance Program for businesses and persons who must move because of a project. A Right of Way Agent from the Department will assist you and give you general information about the project.

One of the first persons you will meet is a staff appraiser collecting valuation data in your neighborhood. The appraiser will analyze your property and examine all of the features which contribute to its value. Information about improvements you have made and any other special features that you believe may affect the value of your property should be given to the appraiser to ensure a fair value is assigned to your property.

It is the duty of the Department to ensure that you receive the same price which you would receive if you sold your property privately in the open market. The Department cannot buy your property for more than it is worth, but it *can* and *will* assure you that you do not have to sell your property for less than its fair market value. If the property is an owner-occupied residential property containing no more than four residential units, California law provides that the owner, upon request, may review a copy of the appraisal upon which the offer is based.

What advantage is there in selling your property to the State?

A real estate purchase by the Department of Transportation is handled in the same way as any private sale of property. However, there can be financial advantages in selling to the Department.

The Department will pay fair market value for your property. The Department also will pay for the preparation of all documents, all title and escrow fees, a policy of title insurance, recording fees and such other fees as may be required for the conveyance of title to the State of California. Since this is a direct conveyance of real property from the property owner to the State, there are no real estate commissions involved, and the Department will not recognize or pay any such real estate commission.

A private sale will usually cost around $14,000 for sales expenses. There are no seller's expenses in a sale to the State.

Additionally, you may be eligible for relocation payments and benefits when you move. (These benefits are described in supplemental booklets which will be provided to you.)

Will I be paid for loss in value to my remaining property?

When only a part of your property is needed, every reasonable effort is made to ensure that you do not suffer a financial loss. The total payment by the State will be for the property the State purchases and for any loss in value to your remaining property.

The determination of any loss in value is an appraisal problem involving variables in which a brief explanation might not adequately cover all situations. Should this situation be involved, the Department representative will fully explain the effect of a part purchase on your remaining property.

May I retain and move my home; business building; machinery; or equipment?

The representative who has been assigned to buy your property will help you to determine whether you can or should move your house to another location, if this is what you wish. If your house is movable and you wish to make such an arrangement, the State will pay you on the basis of the market value of your present lot including landscaping, plus the reasonable cost of moving the building. There are cases, because of age, size or condition of the house, where the cost of moving it would exceed its present market value less its salvage value. In such a case, payment of moving cost would of course be an unwise expenditure.

If you operate a business, you may wish to keep and move fixed machinery and equipment. Additionally, as an owner of a business conducted on the property to be purchased, you may be entitled to compensation for the loss of goodwill.

If any of these concepts are applicable to your situation, they will be fully explained by the right of way agent assigned to purchase your property.

Will I have time to select another home after the State makes its purchase?

The Department starts to appraise properties early enough so that you will have ample time to move prior to project construction. Like any other real estate transaction, it requires a month or two to close escrow after
a right of way contract and deed have been signed. You will not be required to move until reasonable replacement housing is available.

If you don't want to buy another home right away, you may sell to the State and rent back temporarily. It is in your best interest, however, to look for a new place in which to live as soon as possible. Finding a home early, that best suits your needs, before you are required to move will minimize your personal inconvenience and you will avoid having to make a choice of housing under pressure when you are required to move.

If you wish, the State will, at no cost to you, provide you with assistance in finding a new place in which to live. The State will give you at least 90 days notice in writing before asking you to move.

What happens to the loan on my property?

After you and the Department have agreed upon a price, a Department representative will contact all other parties having an interest in the property. Payment to satisfy outstanding loans or liens will be made through a title company escrow as in any other real estate transaction.

What will happen to my GI or Cal-Vet loan?

The Veterans Administration and the California Department of Veterans Affairs allow your veteran loan privileges to be transferred and to become available for coverage on another property.

Your right of way representative will assist you; however, it is to your benefit and it is your responsibility to check with the Veterans Administration or the California Department of Veterans Affairs for procedural instructions.

If the value of my property is higher today than when I purchased it, do I have to pay income tax on this difference when I convey to the State?

According to the Internal Revenue Service, the sale of property to a governmental agency for public purposes comes under the definition of an "involuntary conversion". In these cases, it is not necessary to pay income tax or capital gains tax if the money you receive is used to buy a similar property within a limited period of time. In every case, however, you should check with your local Internal Revenue Service office.

Will I lose the favorable tax base I now have under the provisions of Proposition 13?

Section 2(d) of Article XIII A of the California Constitution and Section 68, Rule 462.5 of the Revenue and Taxation Code generally provide that property tax relief shall be granted to any real property owner who acquires comparable replacement property after having been displaced by governmental acquisition or eminent domain proceedings.

You will be given a copy of Rule 462.5 with an attached page showing examples of how to calculate estimates of the tax relief you may be eligible for. These are only approximations. You must see your County Tax Assessor for a final determination.

Note: Revenue and Taxation Code Section 68, Rule 462.5, G.1 through G.4, set forth time limits that may affect your eligibility to retain your favorable current real property tax status.

The State's right of eminent domain.

Sometimes, when private property is required for public purposes, the owner and the State cannot agree on the terms of sale. Our earnest hope is to avoid a proceeding in eminent domain with the added time, concern and cost to everyone. In cases where negotiations have reached an impasse and possession of the property is required in order to allow the project to proceed to construction, the State must resort to the use of the eminent domain process. About 20 percent of our transactions statewide require eminent domain proceedings, with the remainder being settled through negotiations.

An owner's rights are ***guaranteed by the federal and State constitutions and applicable State laws.*** The principal right is that just compensation must be paid. When there are indications that agreement on the purchase of your property cannot be reached, the State will initiate condemnation proceedings.

The Department will request authority from the California Transportation Commission to file a condemnation action. You will be given an opportunity to appear before the Commission to question whether public interest, necessity, planning and location

require the proposed project and your property. The Commission does not hear arguments regarding valuation.

Condemnation suit documents will be prepared by the State and filed with the court in the county where the property is located. Summons and complaint will then be served on all persons having a property interest in the parcel. The persons served must answer within 30 days.

Counsel for the parties will then prepare for trial, and the court will set dates for preliminary motions and the trial.

What happens in a condemnation trial?

The purpose of the trial is to determine the amount of compensation. Usually the trial is conducted before a judge and jury. Both the property owner and the State will have the opportunity to present evidence of value. The jury will determine the amount of compensation after being instructed as to the law by the judge. In those cases where the parties choose not to have a jury, the judge will decide the amount of compensation.

The judgment is then prepared by counsel and signed by the judge. It will state that, upon deposit of the amount of the verdict with the court for the benefit of the property owner, title will be transferred to public ownership.

When the State makes the deposit as required by the judgment, the final order of condemnation is signed by the judge and recorded. This is the actual transfer of title.

Who pays the condemnation trial costs?

The State pays the costs of its attorney and its engineering and appraisal witnesses. It will also pay the jury fees and certain of your incidental costs which are determined by law to be allowable costs. The fee for filing your answer with the court is an example of such costs.

If the judge feels that the State's offer of settlement was unreasonable and the demand of the property owner was reasonable viewed in light of the verdict, the property owner may receive litigation expenses. The judgment is then prepared by counsel and signed by the judge.

If I want a trial, must I have an attorney and expert witnesses?

Most property owners will be represented by an attorney, although they have the right to represent themselves.

You may wish to consult your family attorney. If you do not have one, in many communities the yellow pages of the telephone directory will refer you to an attorney reference service.

You and your attorney must decide what type of case you will present and what witnesses will be needed.

Will I be paid any moving expenses or any other relocation assistance benefit even though I go to court?

A decision to go to court has no effect on your right to moving expenses. Payment of moving expenses is made separately from the condemnation action. You will be provided details of additional assistance to help displaced persons, businesses, farms or nonprofit organizations in finding, purchasing or renting, and moving to a new location. These are explained in various booklets prepared for homeowners, tenants, business and farm operators and are made available by the Department of Transportation.

How long can I keep my property?

This usually depends on when construction will begin. If the trial is conducted before the property is needed for construction, you may stay on the property and rent from the State.

If construction must begin before the trial, the State will seek a court order for possession.

The court will determine the proper amount of money which the State will be required to deposit with the State Treasurer as security for the purchase price of your property.

The court may then grant to the State an order for possession allowing the State to use the property for construction of the project.

The State will serve all persons having the property interest in your property with the order for possession.

Generally, the law requires the owner be given 90 days notice of the State's intention to take possession before the State may occupy your property.

Subject to the rights of any other persons having a property interest, you may withdraw all or part of the security deposit. If you do not make a withdrawal, the State will pay interest on the eventual court award of compensation from the time it occupied your property until the date of final payment to you. The current legal rate of interest will be paid at the time of final settlement.

The Department's representative assigned to purchase your property will assist you in the transaction and will be happy to answer any additional questions you may have.

DEFINITIONS

The language used in relation to eminent domain proceedings may be new to you. These are some terms you may hear and their general meaning.

Acquire

To purchase.

Answer

The property owner's written reply, in appropriate legal form, filed with the court in response to the complaint and as requested by the summons.

Compensation

The amount of money to which a property owner is entitled under the law for the purchase or damage to the property.

Complaint

The document filed with the court by the State which initiates an eminent domain proceeding.

Condemnation

The legal process by which a proceeding in eminent domain is accomplished.

Counsel

An attorney or attorneys.

Eminent Domain

The right of government to purchase private property for public use.

Final order of condemnation

The instrument which, when recorded, transfers title to public ownership.

Judgment

The court's formal decision based on applicable law and the verdict.

Loss of goodwill

A loss in the value of a business caused by the State's acquisition of property that cannot be reasonably prevented by relocation of the business or the owner adopting prudent or reasonable steps that preserve the value of the business goodwill.

Market value

The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

Parcel

Usually means the property that is being acquired.

Plaintiff

The public agency that desires to purchase the property.

Possession

Legal control; to have the right to use.

Property

The right or interest which an individual has in land, including the rights to use or possess. Property is ownership; the exclusive right to use, possess or dispose of a thing.

Right of entry

An agreement between an owner and the State which allows the State to utilize the property while continuing to negotiate the terms of settlement. Interest, calculated at the current legal rate, is included in the settlement upon conclusion of the transaction.

State

The State of California acting through the Department of Transportation.

Summons

Notification of filing of a lawsuit in eminent domain and of the necessity to file an answer or other responsive pleading.

Title

Legal ownership.

Trial

The hearing of the facts from plaintiff and defendant in court, either with or without a jury.

Verdict

The amount of compensation to be paid for the property.

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION
DIVISION OF RIGHT OF WAY

AUGUST 1998

This is an informational pamphlet only. It is not intended to give a complete statement of all state or federal laws and regulations pertaining to the purchase of your property for a public use, the relocation assistance program, technical legal definitions, or any form of legal advice.

Integrated Waste
Northern Sonoma County Air Pollution Control District
Road & Bridge Operations
Sonoma County Airport
Sonoma County Transit

Susan R. Klassen, Director

Deputy Director, Road & Bridge Operations: John McCarthy
Deputy Director, Integrated Waste, Airport, Transit: Johannes J. Hoevertsz

January 26, 2017

Scott E. Jenny, Esq.
Jenny & Jenny, LLP
736 Ferry Street
Martinez, CA 94553

Re: Boyes Boulevard Road Bridge Replacement Project
Property Address: 320 Boyes Boulevard, Sonoma, CA 95476 (Gegner)
Transmittal of Check to AGI – Appraisal Report Fee

Dear Mr. Jenny:

Pursuant to your appraiser's request for advance payment of Michelle Gegner's property appraisal fee, we are enclosing a check in the amount of $5,000 made payable to Arthur Gimmy International, DBA AGI Valuations.

In accordance with Sonoma County's Summary Statement Relating to the Purchase of Real Property or An Interest Therein, provided to your client, we request a copy of the Appraisal Report upon completion by AGI.

Yours sincerely,

Kathy Wood

Kathy Wood
Right of Way Manager
County of Sonoma County

cc: Gary Dowd, AR/WS

CAREN LARKIN
2300 COUNTY CENTER DRIVE SUITE B100
SANTA ROSA, CA 95403

PS Form 3800 6/02

CERTIFIED MAIL

9414 7118 9956 4986 4083 19

RETURN RECEIPT REQUESTED

Article Addressed To:

Scott E. Jenny, Esq
Jenny & Jenny , LLP
736 Ferry St.
Martinez CA 94553-1624

COMPLETE THIS SECTION ON DELIVERY

A. Signature: (☐ Addressee or ☐ Agent)

X

B. Received By: *(Please Print Clearly)*

C. Date of Delivery

1-30-17

D. Addressee's Address *(If Different From Address Used by Sender.)*

Secondary Address / Suite / Apt. / Floor *(Please Print Clearly)*

Delivery Address

City State ZIP + 4 Code

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 33
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors

Board Agenda Date: June 6, 2017

Vote Requirement: Majority

Department or Agency Name(s): County Administrator's Office
Auditor-Controller-Treasurer-Tax Collector

Staff Name and Phone Number:

Rebecca Wachsberg 707-565-3782
Sita Kuteira 707-565-3771

Supervisorial District(s):

Title: Cannabis Business Tax Ordinance

Recommended Actions:

Conduct a public hearing and consider whether to adopt a Resolution introducing, reading the title, and waiving further reading of a proposed ordinance amending Chapter 35 of the Sonoma County Code to adopt cannabis business tax rates and regulations (First Reading).

Executive Summary:

On May 23, 2017, the Board conducted a Study Session to consider policy options for various aspects of the Cannabis Business Tax Ordinance. The recommended ordinance reflects direction from the Board and feedback from the public provided during the study session, including: decreasing rates for medium cultivators and manufacturers, increasing rates for cottage cultivators, adding an initial tax rate for dispensaries, capping rates for a period of two years while providing an option to change the cultivation tax to a gross receipts basis, changing tax payment timing for outdoor cultivators, and taxing during the transition period.

Discussion:

Sonoma County Cannabis Business Tax
In December 2016, the Board adopted a series of ordinances establishing a comprehensive local program for the medical cannabis industry, including the Cannabis Business Tax. The Cannabis Business Tax (Measure A) was passed by voters in the March 7, 2017, special election with 71% voter approval. Measure A laid out a framework for taxation that set maximum allowable rates for all operator types and granted authority to the County to, among other things, set lower rates, tax certain operator types, and establish various tax administration policies.

On May 23, 2017, the Board conducted a tax policy Study Session, and examined a number of policy options related to taxation points, initial rates, rate locks or caps, payment timing, and transition period

taxation. The following direction was given to staff, and is reflected in the attached ordinance being considered:

Summary of Recommendations
The recommendations discussed in this staff report are as follows:

1. Setting a 2% tax on gross receipts for medical cannabis dispensaries;
2. Decreasing the square footage tax rate for medium cultivators – outdoor from $3.50 to $2.00, indoor from $18.75 to $11.25, and mixed-light from $10.80 to $6.50;
3. Decreasing the manufacturing tax on gross receipts from 5% to 3%;
4. Capping initial rates until at least July 1, 2019;
5. Adjusting the payment timing for outdoor cultivators to account for the seasonal nature of the crop by prorating all tax liability among fiscal quarters two, three, and four; and
6. Taxing all businesses in operation during the transition period.

Additionally, there was significant feedback from both the Board and the public regarding the benefits and challenges associated with square footage tax rates versus gross receipts tax rates for cultivators. While the square footage rate has been recommended based on ease of administration in the absence of a comprehensive track and trace system, staff and the Ad Hoc recognize the value of taxation based on gross receipts if such a system was in place. Therefore, the ordinance was amended to give the Board the ability to change the cultivation tax from a square footage basis to a gross receipts basis during the initial two-year rate cap period, with caps on the percentage of gross receipts provided as an alternative to the initial square footage taxation rates.

The County recognizes that it is beneficial to all residents to set tax rates and policies that incentivize compliance and do not unduly burden the industry. In order to begin implementing the tax ordinance, several policies must be established and some may be reconsidered in order to maximize compliance and the success of the Sonoma County Cannabis Program. In order to gain tax implementation feedback, staff held a town hall meeting, a number of individual and small group meetings, and elicited feedback via a community survey on initial rates, different rate structures, procedures for evaluating and changing rates, and revenue expenditures, among other issues.

The following provides more detail on each of the areas considered during the Study Session, and the direction given to staff:

Taxation Points
Measure A set initial tax rates for cultivation and manufacturing, while rates for all other operators were set at 0%. Cultivation was chosen as a taxation point because Sonoma County is a producing county; as a county we grow far more cannabis than is sold or consumed locally. Additionally, most of the industry impacts addressed by the county are related to cultivation (crime, environmental damage, etc.). Manufacturing was also chosen because this is a point in the supply chain where there is a value added to the cannabis product, making additional taxation appropriate. Overall, the taxation points were limited for administrative feasibility and to prevent a significant cumulative supply chain impact.

In the tax survey, cultivation and manufacturing placed second and third among survey respondents for most appropriate taxation points. Dispensaries and retail sales locations placed first among survey respondents, who cited high retail profits and transparency as key reasons. Because the County

consumes less cannabis than it produces and even less of that consumption is from a dispensary purchase, it would be difficult to only tax at this point in the supply chain and make up for taxes lost on cultivation and manufacturing. However, if this taxation point is added, it could relieve pressure on profits for operators earlier in the supply chain, allowing the County to tax cultivation and manufacturing at a lower rate. Additional reasons for taxing dispensaries are that dispensaries have been regulated longer and those operating will not be incurring as much startup costs, taxes will likely be easier to collect and enforce, and a tax here would make up for the fact that under Proposition 64 medical cannabis was exempted from the standard State sales and use tax that is shared with the local jurisdiction. Additionally, these revenues would be more predictable as operating dispensaries and their sales are known. Sales tax records indicate that sales for dispensaries in the unincorporated area was $22.5 million in 2016. Assuming these sales continue, a 2% local sales tax rate would yield revenues of $450,000.

Board direction: The Board directed staff to begin taxing cultivation, manufacturing, and dispensaries.

Initial Rates

From the survey and direct feedback from operators, there is concern that while most of the proposed initial rates are reasonable, some of the higher rates are prohibitive. It has also been noted that too steep of a progressive curve may incentivize operators to figure out ways around the rate structure, such as incorporating several different companies. Enforcing against this behavior may be difficult, however, large land use fines would apply and help to disincentivize this behavior. In general, those surveyed were in favor of the progressive rate structure that supports smaller growers, so long as the progression was not too steep. To even out this curve, the highest tax rate may be decreased and/or the lowest tax rate may be increased. This would also decrease the incentive to game the system through innovative business structures. In the table below, the medium operator (up to 1 acre for outdoor and 22,000 sq. ft. for indoor and mixed-light) cultivation rates, which were developed to equate to 5% of gross receipts, have been reduced to the per square foot rate that is intended to equate to 3% and is equal to the lower tier paid by small cultivators (5001 – 10,000 sq. ft.). Additionally, the cottage rate has been increased from the square footage rate equal to 0.5% to the rate equal to 1% of gross receipts. Another comment from the survey was that the cultivation rate structure was too complicated, these changes would help to address this issue while still meeting the intended policy goals.

Operator	**Maximum Rate**	**Current Starting Rate**	**Recommended Starting Rate**
Outdoor cultivator			
Cottage (1C) 25 plants	$10/sq. ft. or 10%	$0.50	***$1.00***
Specialty (1) 5,000 sq. ft.		$1.40	$1.50
Small (2) 10,000 sq. ft.		$2.10	$2.00
Medium (3) 1 acre		$3.50	***$2.00***
Indoor Cultivator			
Cottage (1C) 500 sq. ft.	$38/sq. ft. or 10%	$1.88	***$3.75***
Specialty (1) 5,000 sq. ft.		$7.50	$7.50
Small (2) 10,000 sq. ft.		$11.25	$11.25
Medium (3) 22,000 sq. ft.		$18.75	***$11.25***
Mixed-light Cultivator			

Cottage (1C) 2,500 sq. ft.	$22/sq. ft. or 10%	$1.08	***$2.25***
Specialty (1) 5,000 sq. ft.		$4.32	$4.50
Small (2) 10,000 sq. ft.		$6.48	$6.50
Medium (3) 22,000 sq. ft.		$10.80	***$6.50***
Manufacturing	10%	5%	***3%***
Dispensaries	10%	0%	***2%***
Nurseries, Distributors, Labs, Transporters	10%	0%	0%

Decreasing some of these rates makes the County more competitive with neighboring jurisdictions. Those actual rates are as follows:

Jurisdiction	Cultivation	Manufacturing	Dispensaries
Santa Rosa	2%	1%	3% (nonmedical)
Mendocino	2.5%	$2,500	2.5%
Humboldt	$1, $2, $3	-	-
Santa Cruz	7%	-	7%
Monterey	$15 (indoor)	5%	5%

For purposes of comparison, normalized rates shown as a percent of gross sales are as follows:

Jurisdiction	Cultivation	Manufacturing	Dispensaries
Sonoma County (current)	1% - 5%	5%	0%
Sonoma County (recommended)	1% - 3%	3%	2%
Santa Rosa	2%	1%	0% (medical) 3% (nonmedical)
Mendocino	2.5%	< 1%	2.5%
Humboldt	1%	-	-
Santa Cruz	7%	-	7%
Monterey	4%	5%	5%

Board direction: The Board directed staff to decrease the highest taxation rates for cultivation and manufacturing, increase the lowest taxation rate for cultivation, and add a tax on dispensaries consistent with the recommended starting rates proposed above.

Additional recommendation: There was considerable feedback that a gross receipts tax for cultivation would be preferred over a square footage tax as it more fairly captures tax revenue that is proportionate to their own revenues. To balance that with the sizable concern regarding enforceability, the Board directed staff to move forward with a square footage tax until a track and trace system is in place that allows the County to adequately track cannabis production to ensure accurate gross receipts reporting. Based on this feedback and direction, a provision was added to the recommended Ordinance that would

allow the Board of Supervisors to change the cultivation tax to a gross receipts tax prior to July 1, 2019, so long as the rates for each cultivation license type do not exceed the following:

Cultivator Type	Max. Gross Receipts Tax Rate
Cottage	1%
Specialty	2%
Small	3%
Medium	3%

Rate Lock or Cap

Pursuant to the Ordinance, the Board has the authority to change rates by ordinance at any time. However, operators and investors have requested certainty with regards to taxation rates in order to calculate their return on investment and justify the upfront costs of improvements, equipment, land, and permits. A method employed by other jurisdictions is locking in or capping the rates for a certain period of time. It is recommended here that the Board cap rates for two years. Two years provides both some certainty as well as flexibility to adjust once we have sufficient local market data. One year would not provide much certainty and it would be difficult to gather and analyze enough data during that time to justify rate changes. Longer than two years would provide more certainty for the industry but limit the Board's ability to be responsive to local market conditions. Rates could be locked so that they cannot be increased and/or decreased during that time. Disallowing rate increases provides certainty for the industry, while disallowing rate decreases may allow the County sufficient time to evaluate the effect of certain tax rates without prematurely being pressured to decrease rates. However, removing the opportunity to decrease rates significantly limits flexibility that may be required to bring the industry into compliance with the new Program.

Other jurisdictions have included similar policies to increase rate certainty for the industry. Santa Rosa's tax measure that will be voted on in June proposes to lock in rates for periods of two years; Mendocino County's ordinance locks their initial 2.5% rate until July 1, 2020; and Monterey County's ordinance locks in their initial rate of $15 per square foot through June 30, 2020. Mendocino and Monterey then have set amounts the rate will or can increase per year following that, which is another policy that could be considered. The proposal here only entails locking in rates for the first two years (July 1, 2017 to July 1, 2019), while leaving the issue of future rate changes to be discussed by the Advisory Group and the Ad Hoc in more detail.

Board direction: The Board directed staff to cap the initial rates for two years, allowing rate decreases but no rate increases until July 1, 2019. As noted above, the Board would still be allowed to change the cultivation tax from square feet to gross receipts, so long as the rates do not exceed those listed above.

Payment Timing

The Ordinance states that operators shall file and pay due taxes at least quarterly. Concern has been raised regarding outdoor cultivators because the product is not harvested until Q2 of the fiscal year. Having taxes due in Q1 would require businesses to pay taxes before they have received revenue for the year, which is fiscally difficult for businesses and may decrease compliance. Staff recommends that for outdoor cultivators only, the Q1 tax requirement be a zero filing, with all tax liability being spread among the remaining three quarters. This raises concerns regarding cultivators' ability to harvest a crop

and dismantle a grow operation and evade taxes entirely. However, the operators that are likely to do that are not the same operators that will be applying for permits and complying with other parts of the Program. Operations that will seek to avoid taxes are likely to do so regardless of the due dates for tax payments.

Few jurisdictions allow outdoor cultivation *and* have a per square foot tax, so there are not many examples on how to handle the concern presented by these policies. In Humboldt County, taxes are collected biannually by ordinance, at Q2 and Q4, mitigating the concern. Other ordinances that would require payments in Q1 have not been tested, and most contain a clause that would give them the authority to adjust payment timing to facilitate tax collection.

Lastly, note that taxes for all other operators in the County would be due quarterly, though operators would have the option of paying more frequently and the Tax Collector could require a more frequent schedule of payments as well.

Board direction: The Board directed staff to require that taxes be due quarterly for all operators except outdoor cultivators, for which taxes will be due only in Q2, Q3, and Q4.

Transition Period Taxation
In general, operators will not be allowed to operate, and thus not be liable for taxes, until their permits are issued. During the transition period included in the Land Use Ordinance and the Code Enforcement Temporary Penalty Relief Program adopted May 23, 2017, however, operators will be allowed to continue operating while permits are being processed or during the time they have to come into compliance with the ordinance. The policy consideration in favor of taxing all these businesses is that if they are operating and generating revenue they should be taxed. One concern is that businesses may be liable for taxes and then have their permit denied, forcing them to incur additional costs to move or modify their businesses. This would be a risk of operating before a permit is finalized. However, a mitigating factor is if the permit was denied and the operation ceased, they would no longer be liable for taxes as of that date.

Another concern is that this subjects farmers in rural residential or on other non-permit-eligible parcels to tax liability, even though they must close down their farm and find another location. Same as above, these farmers would not be liable for taxes as soon as they cease operations. Also, not taxing these operators would put those applying for permits and paying taxes at a great disadvantage. Lastly, some cultivation operations on rural residential parcels are multiple acres in size, and not just small mom-and-pop businesses. Exempting these operations from taxes for this season would be counter to the policy goal and detrimental to revenues.

Additionally, staff recommends that permit approval be subject to the operator being current on its tax payments. If the operator has not paid taxes due, the permit (either on that property or another that the operator has) *shall not* be approved.

Board direction: The Board directed staff to include a provision that all existing and current operators under the transition period be liable for taxes based on the permit size that the operator would fall into.

Prior Board Actions:

May 23, 2017: Study Session providing direction for the recommended tax ordinance.
April 11, 2017: Approval of staffing and budgetary adjustments to implement the Cannabis Program, adoption of the 2017 Cannabis Ad Hoc Committee Charter, and approval of the Advisory Group Selection and Work Plan.
December 20, 2016: Final adoption of Cannabis Land Use Ordinance.
December 13, 2016: Final adoption of Cannabis Business Tax Ordinance and Cannabis Health Ordinance.
December 6, 2016: Calling the March Special Election for the Cannabis Business Tax Ordinance.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Adopting the Cannabis Business Tax Ordinance will encourage compliance with the Cannabis Program, which supports the County's Strategic Plan goals by enabling permitting, regulation, and taxation of cannabis operations to maintain the health and safety of our communities, protect our environmental resources, and promote positive economic activity.

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF		$3.94 million	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		**$3.94 million**	

Narrative Explanation of Fiscal Impacts:

There are no expenditures associated with this item. The current tax rates set by Measure A would generate an estimated $3.77 million in FY 17-18. With the changes recommended in this item, total Cannabis Business Tax revenue would increase to an estimated $3.94 million, a difference of $170,000. Decreased tax rates for medium cultivators and manufacturers are expected to be partially offset by increased compliance, with the remainder of the difference due to the addition of the dispensary tax.

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)
Narrative Explanation of Staffing Impacts (If Required):			
Attachments:			
Attachment A: Draft Board of Supervisors Resolution Attachment B: Draft Cannabis Business Tax Ordinance			
Related Items "On File" with the Clerk of the Board:			

County of Sonoma
State of California

Item Number: _____

Date: June 6, 2017 Resolution Number: _____

☐ 4/5 Vote Required

Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Introducing, Reading the Title, and Waiving Further Reading of a Proposed Ordinance Amending Chapter 35 of the Sonoma County Code.

Whereas, an ordinance entitled "An Ordinance of the Board of Supervisors of the County of Sonoma, State of California, Amending Chapter 35 of the Sonoma County Code and Adopting Cannabis Business Tax Rates and Regulations", has been introduced and read; and

Now, Therefore, Be It Resolved that further reading of the ordinance is waived; and

Be It Further Resolved that the Sonoma County Board of Supervisors will consider passage of the proposed ordinance on June 13, 2017, in the Board of Supervisors Chambers, 575 Administration Drive, Room 102A, Santa Rosa, CA.

Supervisors:

Gorin: Rabbitt: Gore: Hopkins: Zane:

Ayes: Noes: Absent: Abstain:

So Ordered.

ORDINANCE NO. ( )

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AMENDING CHAPTER 35 OF THE SONOMA COUNTY CODE AND ADOPTING CANNABIS BUSINESS TAX RATES AND REGULATIONS

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

Section I. Purpose. These amendments are adopted to achieve the following purposes, among others, and directs that the provisions herein be interpreted to accomplish these purposes:

A. To incentivize compliance, to provide tax rate stability, and to avoid unduly burdening a nascent industry; and

B. To reflect the seasonal nature of outdoor cultivation and its impact on taxation of operators.

C. At the March 7, 2017, special election, the voters of Sonoma County approved the Cannabis Business Tax Ordinance (Measure A), codified in Chapter 35 of the Sonoma County Code;

D. The Cannabis Business Tax is imposed in accordance with the state Medical Cannabis Regulation and Safety Act, specifically California Business and Professions Code section 19348, the "California Control, Regulate and Tax Adult Use of Marijuana Initiative" approved by the voters in the November 2016 election, the California Revenue and Taxation Code section 7284, and other enabling legislation;

E. The Cannabis Business Tax Ordinance, as approved by the voters, authorizes the Board of Supervisors to, at any time by ordinance, implement a tax rate that is lower than the maximum tax rates authorized; and

Section II. Amendments. Chapter 35 of the Sonoma County Code is amended as follows:

A. **Amendments to Commercial Cannabis Cultivation Tax Rates.** The tax rates set forth in Section 35-5(a)(4) (Tax Imposed) of Chapter 35 of the Sonoma County Code are hereby replaced with the following tax rates:

Operator Type		**Rate Per Square Foot**
Outdoor		
25 plants	1C: Cottage	$1.00
50 plants/	1: Specialty	$1.50

Up to 5,000 sq. ft.		
5,001 - 10,000 sq. ft.	2: Small	$2.00
10,001 - 43,560 sq. ft.	3: Medium	$2.00
Indoor		
Up to 500 sq. ft.	1C: Cottage	$3.75
501 - 5,000 sq. ft.	1A: Specialty	$7.50
5,001 - 10,000 sq. ft.	2A: Small	$11.25
10,001 – 22,000 sq. ft.	3A: Medium	$11.25
Mixed Light		
Up to 2,500 sq. ft.	1C: Cottage	$2.25
2,501 - 5,000 sq. ft.	1B: Specialty	$4.50
5,001 - 10,000 sq. ft.	2B: Small	$6.50
10,001 – 22,000 sq. ft.	3B: Medium	$6.50

B. **Amendments to Tax Rates on All Other Cannabis Businesses.** The tax rates set forth in Section 35-5(b)(3) (Tax Imposed) of Chapter 35 of the Sonoma County Code are hereby replaced with the following tax rates:

Operator	**Percentage of Gross Receipts**
Manufacturer	3%
Transporter	0%
Distributor	0%
Cannabis Nursery	0%
Dispensary	2%
Testing Laboratory	0%

C. **Rate Changes.** The following Subsections are hereby added to Section 35-5 (Tax Imposed) of Chapter 35 of the Sonoma County Code:

1. Section 35-5(a)(6) – Notwithstanding Subsection 35-5(a)(3), the Board of Supervisors shall not increase the tax rates set forth in Subsection 35-5(a)(4) or the square feet per plant set forth in Subsection 35-5(a)(5) until July 1, 2019, at the earliest.

2. Section 35-5(a)(7) – Notwithstanding Subsection 35-5(a)(6), the Board of Supervisors shall be authorized to change the tax on commercial cannabis cultivation from a square footage basis to a gross receipts basis prior to July 1, 2019, so long as the tax imposed does not exceed the following:

Operator Type		**Percentage of Gross Receipts**
Outdoor		
25 plants	1C: Cottage	1%
50 plants/ Up to 5,000 sq. ft.	1: Specialty	2%
5,001 - 10,000 sq. ft.	2: Small	3%

10,001 - 43,560 sq. ft.	3: Medium	3%
Indoor		
Up to 500 sq. ft.	1C: Cottage	1%
501 - 5,000 sq. ft.	1A: Specialty	2%
5,001 - 10,000 sq. ft.	2A: Small	3%
10,001 – 22,000 sq. ft.	3A: Medium	3%
Mixed Light		
Up to 2,500 sq. ft.	1C: Cottage	1%
2,501 - 5,000 sq. ft.	1B: Specialty	2%
5,001 - 10,000 sq. ft.	2B: Small	3%
10,001 – 22,000 sq. ft.	3B: Medium	3%

3. Section 35-5(b)(4) – Notwithstanding Subsection 35-5(b)(2), the Board of Supervisors shall not increase the tax rates set forth in Subsection 35-5(b)(3) until July 1, 2019, at the earliest.

D. **Amendments to Reporting and Remittance of Tax.** The following subsection is hereby added to subparagraph (a) of Section 35-6 (Reporting and Remittance of Tax) of Chapter 35 of the Sonoma County Code:

1. Section 35-6(a)(1) – For outdoor commercial cannabis cultivation, the taxes owed for the first quarter of each fiscal year shall be zero. Notwithstanding the foregoing, submission of a tax return shall still be required for the first quarter of the fiscal year for all outdoor commercial cannabis cultivation, regardless of whether any tax is due. Total taxes owed for the fiscal year shall be paid in equal installments on or before the last day of the month following the close of the second, third, and fourth quarters of the fiscal year.

Section III. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion(s) of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section IV. CEQA. The approval of this Ordinance is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., "CEQA," and 14 Cal. Code Reg. §§ 15000 et seq., "CEQA Guidelines"). The Cannabis Business Tax and this Ordinance establish a general tax that can be used for any legitimate governmental purpose; it is not a commitment to any particular action. As such, under CEQA Guidelines section 15378(b)(4), the tax is not a project within the meaning of CEQA because this Ordinance amends a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue from the tax were used for a purpose that

would have either such effect, the County would undertake the required CEQA review for that particular project. Therefore, pursuant to CEQA Guidelines section 15060 CEQA analysis is not required.

Section V. Effective Date. This Ordinance shall be and the same is hereby declared to be in full force and effect immediately upon its passage. A summary of the Ordinance shall be published once before the expiration of fifteen (15) days after passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

In regular session of the Board of Supervisors of the County of Sonoma introduced on the 6th day of June, 2017, and finally passed and adopted this __ day of June, 2017, on regular roll call of the members of said Board by the following vote:

Supervisors:

Gorin:	Rabbit:	Gore:	Hopkins:	Zane:
Ayes:	Noes:	Absent:	Abstain:	

So Ordered.

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

_____
Chair, Board of Supervisors
County of Sonoma

ATTEST:

_____
Sheryl Bratton,
Clerk of the Board of Supervisors

Cannabis Business Tax Amendments & Policies

Sonoma County
Cannabis

Amendments & Policies

- Taxation Points
- Initial Rates
- Capping or Locking Rates
- Payment Timing
- Transition Period Taxation

Sonoma County
Cannabis

Taxation Points

- Ordinance authorized taxation of any cannabis business
- Current tax on cultivation and manufacturing only

<u>Board Direction & Recommendation</u>

- Tax cultivation, manufacturing *and* dispensaries

Sonoma County
Cannabis

Initial Rates

- Ordinance authorizes maximum rates for all operators
- Initial rates set for manufacturing and cultivation

<u>Board Direction & Recommendation</u>

- Decrease highest taxation rates for cultivation and manufacturing
- Increase lowest taxation rate for cultivation
- Add 2% tax on dispensaries

Sonoma County
Cannabis

Capping or Locking Rates

- Provide certainty and allow sufficient time for data collection and evaluation

<u>Board Direction & Recommendation</u>

- Restrict rate increases for two years
- Allow change to gross receipts tax for cultivation with caps:

Operator	% Gross Receipts
Cottage	1%
Specialty	2%
Small	3%
Medium	

Sonoma County Cannabis

Payment Timing

- Outdoor cultivators do not generate revenue until late fall, after Q1 taxes are due (fiscal year)

<u>Board Direction & Recommendation</u>

- Taxes due quarterly, except make taxes for outdoor cultivators due Q2, Q3, and Q4 of the fiscal year

Sonoma County
Cannabis

Transition Period Taxation

- Under transition period and penalty relief program, certain operators may continue to operate during permit processing or relocation

Board Direction & Recommendation

- Make all existing and current operators under transition period liable for taxes

Sonoma County Cannabis

Revenue Impacts

- Current revenue estimate = $3.77 million
- Revenue with recommendations= $3.93 million
  - Dispensary revenue
  - Increased medium-sized cultivator compliance
  - Increased manufacturer compliance

Sonoma County
Cannabis

Recommended Actions

1. Conduct a Public Hearing
2. Adopt Resolution introducing, reading the title and waiving further reading of the Ordinance and approve policies for the following issues:
   a) Taxation Points
   b) Initial Rates
   c) Capping or Locking Rates
   d) Payment Timing for Outdoor Growers
   e) Transition Period Taxation

Sonoma County Cannabis

Initial Rates

Operator	Current	Proposed	Potential
Outdoor Cottage	$0.50	**$1.00**	1%
Specialty	$1.40	$1.50	2%
Small	$2.10	$2.00	3%
Medium	$3.50	**$2.00**	3%
Indoor Cottage	$1.88	**$3.75**	1%
Specialty	$7.50	$7.50	2%
Small	$11.25	$11.25	3%
Medium	$18.75	**$11.25**	3%
Mixed-light Cottage	$1.08	**$2.25**	1%
Specialty	$4.32	$4.50	2%
Small	$6.48	$6.50	3%
Medium	$10.80	**$6.50**	3%
Manufacturing	5%	**3%**	
Dispensary	0%	**2%**	
All others	0%	0%	

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 34
(This Section for use by Clerk of the Board Only.)

To:			
Board Agenda Date:	June 6, 2017	**Vote Requirement:**	Majority
Department or Agency Name(s):	Board of Supervisors		
Staff Name and Phone Number:	Supervisor Susan Gorin, 565-3752	**Supervisorial District(s):**	First District
Title:	Fee Waiver		

Recommended Actions:

Approve the fee waiver of Sonoma Veterans Building rental fees for the Blood Centers of the Pacific bi-monthly community blood drives in the amount of $3302.50

Executive Summary:

Blood Centers of the Pacific is scheduling their community bi-monthly blood drives at the Sonoma Veterans Building and requests building rental fees be waived

Discussion:

Prior Board Actions:

Veterans Building fees were waived in 2014, 2015 and 2016

Strategic Plan Alignment Goal 4: Civic Services and Engagement

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested		3302.50	
Total Expenditures		**3302.50**	
Funding Sources			
General Fund/WA GF			
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies		3302.50	
Total Sources		**3302.50**	

Narrative Explanation of Fiscal Impacts:

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Fee waiver application and related exhibits.

Related Items "On File" with the Clerk of the Board:

SUBMIT TO:
Board of Supervisors
575 Administration Dr, Ste 100A
Santa Rosa, CA 95403

COUNTY OF SONOMA

For Board of Supervisors Use Only

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

Name: Jeffrey (First) M (Middle) Fermin (Last)

Mailing Address: 270 Masonic Ave (Number, Street, Apt/Suite) San Francisco (City) CA (State) 94123 (Zip)

Phone: (707) 322 - 7459 (Area Code, Number) Email: jfermin@bloodcenters.org

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

Name: Blood Systems, INC DBA

Mailing Address: 270 Masonic Ave (Number, Street, Apt/Suite) San Francisco (City) CA (State) 94123 (Zip)

Phone: (707) 322 - 7459 (Area Code, Number) Email: jfermin@bloodcenters.org

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	James Gore District 4	Lynda Hopkins District 5
Entity or organization location (select all that apply)	☑	☐	☑	☐	☐
Project/activity/event location (select all that apply)	☑	☐	☐	☐	☐
District office to receive request (select only one)	☑	☐	☐	☐	☐

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

☐ City ☐ Special District ☐ Other Local Government
☐ School ☑ Non-profit or CBO

Other (please specify): _____

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: ☐ One Time ☑ Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
Sonoma County Veteran's Bldb.	Room Charge, Set-Up and Processing Fee	$3,302.50

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
11 / 15 / 2016	Sonoma Veterans Bldg.	Rental Fees	$2,802.50
5 / 28 / 2015	Sonoma Veterans Bldg.	Rental Fees	$3,850.00
5 / 7 / 2014	Sonoma Veterans Bldg.	Rental Fees	$3,950.00
/ /			

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

☐ Property Tax ☐ Sales Tax ☐ Special Assessment

☐ User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

Andrea Cox
Authorized Signature

Donor Recruitment Manager
Title

5/2/2017
Date

Sonoma County Veterans Memorial Buildings
2300 County Center Drive., Suite A200
Santa Rosa CA 95403
(707) 565-2158 - Tel / (707) 565-3240 - fax

CONFIRMED

Customer

Andrea Casson
Blood Center of the Pacific
270 Masonic Ave
San Francisco, CA 94123

Reservation: 11417

Event Name: Bi-Monthly Blood Drives
Status: Tentative
Phone: 707280-6618

Bookings / Details	Quantity	Price	Amount
CHEWING GUM, GLITTER, CONFETTI, CANDLES, AND SHOES ON THE WALL(S) ARE NOT PERMITTED IN OUR FACILITIES AT ANY TIME.			
HOURS RESERVED MUST INCLUDE DECORATION, SET-UP AND CLEAN-UP.			
CHANGES TO THIS RESERVATION MAY BE MADE UP TO 30 DAYS PRIOR TO THE EVENT DATE			
ADDITIONAL CHARGES WILL BE INCURRED IF YOUR EVENT RUNS BEYOND CONTRACTED HOURS.			
A $50. 00 FEE WILL BE CHARGED IF CONTRACT REQUIREMENTS ARE NOT MET 30 DAYS PRIOR TO EVENT DATE OR IF CHANGES OF ANY KIND ARE REQUESTED LESS THAN 30 DAYS BEFORE EVENT DATE			
FAILURE TO PAY DEPOSIT ON TIME WILL RESULT IN CANCELLATION OF YOUR RESERVATION - THE REINSTATEMENT FEE IS $50.00			
Tuesday, July 11, 2017			
12:30 PM - 8:00 PM Bi-Monthly Blood Drives (Tentative) Sonoma Dining Room ((none))			
Room Charge: (7.5 hours @ $55.00/hr)	1	$412.50	$412.50
Less 30% Discount			-$123.75
Room Set-up Fee:			
Son. Room Set-up Fee (1 -100)	1	$100.00	$100.00
Processing Fee:			
Sonoma Processing Fee	1	$25.00	$25.00
12:30 PM - 8:00 PM Bi-Monthly Blood Drives (Tentative) Sonoma Kitchen ((none))			
Room Charge: (7.5 hours @ $30.00/hr)	1	$225.00	$225.00
Less 30% Discount			-$67.50
Tuesday, September 05, 2017			
12:30 PM - 8:00 PM Bi-Monthly Blood Drives (Tentative) Sonoma Dining Room ((none))			
Room Charge: (7.5 hours @ $55.00/hr)	1	$412.50	$412.50
Less 30% Discount			-$123.75
Room Set-up Fee:			
Son. Room Set-up Fee (1 -100)	1	$100.00	$100.00
12:30 PM - 8:00 PM Bi-Monthly Blood Drives (Tentative) Sonoma Kitchen ((none))			
Room Charge: (7.5 hours @ $30.00/hr)	1	$225.00	$225.00
Less 30% Discount			-$67.50
Tuesday, November 07, 2017			
12:30 PM - 8:00 PM Bi-Monthly Blood Drives (Confirmed) Sonoma Dining Room ((none))			
Room Charge: (7.5 hours @ $55.00/hr)	1	$412.50	$412.50
Less 30% Discount			-$123.75
Room Set-up Fee:			
Son. Room Set-up Fee (1 -100)	1	$100.00	$100.00
12:30 PM - 8:00 PM Bi-Monthly Blood Drives (Confirmed) Sonoma Kitchen ((none))			

Bookings / Details	Quantity	Price	Amount
Room Charge: (7.5 hours @ $30.00/hr)	1	$225.00	$225.00
Less 30% Discount			-$67.50
Tuesday, January 02, 2018			
12:30 PM - 8:00 PM Bi-Monthly Blood Drives (Tentative) Sonoma Dining Room ((none))			
Room Charge: (7.5 hours @ $55.00/hr)	1	$412.50	$412.50
Less 30% Discount			-$123.75
Room Set-up Fee:			
Son. Room Set-up Fee (1 -100)	1	$100.00	$100.00
12:30 PM - 8:00 PM Bi-Monthly Blood Drives (Tentative) Sonoma Kitchen ((none))			
Room Charge: (7.5 hours @ $30.00/hr)	1	$225.00	$225.00
Less 30% Discount			-$67.50
Tuesday, March 06, 2018			
12:30 PM - 8:00 PM Bi-Monthly Blood Drives (Tentative) Sonoma Dining Room ((none))			
Room Charge: (7.5 hours @ $55.00/hr)	1	$412.50	$412.50
Less 30% Discount			-$123.75
Room Set-up Fee:			
Son. Room Set-up Fee (1 -100)	1	$100.00	$100.00
12:30 PM - 8:00 PM Bi-Monthly Blood Drives (Tentative) Sonoma Kitchen ((none))			
Room Charge: (7.5 hours @ $30.00/hr)	1	$225.00	$225.00
Less 30% Discount			-$67.50
Tuesday, May 08, 2018			
12:30 PM - 8:00 PM Bi-Monthly Blood Drives (Tentative) Sonoma Dining Room ((none))			
Room Charge: (7.5 hours @ $55.00/hr)	1	$412.50	$412.50
Less 30% Discount			-$123.75
Room Set-up Fee:			
Son. Room Set-up Fee (1 -100)	1	$100.00	$100.00
12:30 PM - 8:00 PM Bi-Monthly Blood Drives (Tentative) Sonoma Kitchen ((none))			
Room Charge: (7.5 hours @ $30.00/hr)	1	$225.00	$225.00
Less 30% Discount			-$67.50

Processing Fee	$25.00
Room Charge	$2,677.50
Room Set-up Fee	$600.00
Subtotal	$3,302.50
Grand Total	$3,302.50

GRAND TOTAL MAY NOT REFLECT ALL POSSIBLE CHARGES

THE SIGNED/DATED TENTATIVE RESERVATION FORM MUST BE RETURNED WITHIN 2 WEEKS OF THE DATE ON THE COVER LETTER OR THIS REQUESTED RESERVATION WILL BE CANCELLED WITHOUT FURTHER NOTICE.

PLEASE REVIEW THIS TENTATIVE RESERVATION. If any of the information is incorrect, or if you have questions or concerns, please call us at 707-565-2158. Otherwise, to hold your reservation, SIGN, DATE AND RETURN ONE COPY OF THIS FORM.

Thank you for scheduling your event with us. We look forward to working with you.

Bookings / Details	Quantity	Price	Amount

Sign

5/2/2017
Date

CANCELLATION:
If the event is cancelled 90 days or more from the date held, 50% of the deposit shall be retained by the County (General Services Department).
If the event is cancelled between 30-90 days of the date held, the entire deposit shall be retained.
If the event is cancelled 15-30 days of the date held 50% of the Rental Fee will be retained.
If the event is cancelled within 15 days of the event 100% of the Rental Fee will be retained.

CLEANING/DAMAGE DEPOSITS:
The entire cleaning/damage deposit will be forfeited if ANY of the following occur:
GUM IS FOUND IN THE FACILITY (FLOOR, ETC.)
GLITTER IS FOUND IN THE FACILITY
ALCOHOL IS BROUGHT INTO FACILITY DURING A "NON-ALCOHOL" EVENT

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 35
(This Section for use by Clerk of the Board Only.)

To:

Board Agenda Date: June 6, 2017

Vote Requirement: Majority

Department or Agency Name(s):

Staff Name and Phone Number:

Supervisor Shirlee Zane, 707-565-2241

Supervisorial District(s):

1st, 2nd, 3rd, 4th, 5th

Title: Fee Waiver

Recommended Actions:

Approve waiver of health inspection fees in the amount of $8,547.00 for 13 facilities throughout Sonoma County for the Council on Aging's Congregate Dining Sites and Adult Day Programs where meals are served to seniors throughout Sonoma County. (First, Second, Third, Fourth and Fifth Districts)

Executive Summary:

Approve waiver of health inspection fees in the amount of $8,547.00 for 13 facilities throughout Sonoma County for the Council on Aging's Congregate Dining Sites and Adult Day Programs where meals are served to seniors throughout Sonoma County. (First, Second, Third, Fourth and Fifth Districts)

Discussion:

Prior Board Actions:

This fee was waived in 2012, 2013, 2014, 2015 and 2016

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF	$ 8,547.00		
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources	$ 8,547.00		

Narrative Explanation of Fiscal Impacts:

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):
Attachments:
Related Items "On File" with the Clerk of the Board:

SUBMIT TO:
Board of Supervisors
575 Administration Dr, Ste 100A
Santa Rosa, CA 95403

COUNTY OF SONOMA

RECEIVED
MAY 01 2017
BOARD OF SUPERVISORS
For Board of Supervisors Use Only
COUNTY OF SONOMA

Fee Waiver/Board Sponsorship Request Form

1. Contact information for individual requesting fee waiver/sponsorship:

   Name: Charles (First) (Middle) Lindner (Last)

   Mailing Address: 30 Kawana Springs Road (Number, Street, Apt/Suite) Santa Rosa (City) CA (State) 95404 (Zip)

   Phone: (707) 525 - 0143 x131 (Area Code, Number) Email: clindner@coungilonaging.com

2. Name of Community Based Organization, Non-Profit, or Government Agency for which fee waiver/sponsorship is requested:

   Name: Council on Aging

   Mailing Address: 30 Kawana Springs Road (Number, Street, Apt/Suite) Santa Rosa (City) CA (State) 95404 (Zip)

   Phone: (707) 525 - 0143 (Area Code, Number) Email:

3. Please indicate by check mark the supervisory district in which the organization or agency submitting this request is located, where the project/activity/event will be held, and the district office to whom you would like to submit this request:

Board Member and District	Susan Gorin District 1	David Rabbitt District 2	Shirlee Zane District 3	Mike McGuire District 4	Efren Carrillo District 5
Entity or organization location (select all that apply)	☐	☐	☑	☐	☐
Project/activity/event location (select all that apply)	☑	☑	☑	☑	☑
District office to receive request (select only one)	☐	☐	☑	☐	☐

4. Type of Community Based Organization, Non-profit, or Government Agency for which the fee waiver/sponsorship is requested:

   ☐ City ☐ Special District ☐ Other Local Government
   ☐ School ☑ Non-profit or CBO

   Other (please specify):

5. Please provide a description of the project/activity/event for which a fee waiver/sponsorship is being requested on a separate sheet of paper. Please include the number of individuals who will participate or be served, etc.

6. Please indicate if this is a one-time or annual event: ☐ One Time ☑ Annual

7. Type and amount of fee waiver/sponsorship requested. Please list all County fees you are requesting be waived/sponsored in conjunction with this project/activity/event. Please attach a copy of an estimate or receipt from the County Department or Veteran's Building Operator documenting the amount of each fee you are requesting be waived/sponsored.

Department Assessing Fee	Type of Fee	Amount of Fee
Health Services (EH)	Annual Food Permits (135ites)	$ 8547.00

8. If your Community Based Organization, Non-Profit, or Governmental Agency has received a fee waiver/sponsorship for a similar project/activity/event in the past, please list below:

Date of Fee Waiver	Department Assessing Fee	Type of Fee	Amount of Fee
/ / 2016	DHS - EH	Annual Food Permits	$8,092.28
/ / 2015	DHS - EH	Annual Food Permits	$8,368.64
/ / 2014	DHS - EH	Annual Food Permits	$7,739.88
/ / 2013	DHS - EH	Annual Food Permits	$8,119.00

9. Does the organization or agency for which the fee waiver/sponsorship is requested receive funding from any of the following sources? If so, please specify:

☐ Property Tax ☐ Sales Tax ☐ Special Assessment

☐ User Fees

Other (please specify): _____

10. If you checked any of the boxes in number 9 above, please provide an explanation and supporting documentation regarding the inability of the organization or agency to pay the fees which you are requesting be waived/sponsored. Please attach to this form and submit with your request.

11. Will the organization or agency be charging an entry fee or be requesting a donation for the project/activity/event for which you are requesting a fee waiver/sponsorship? If so, please provide an explanation detailing why the fees to be waived/sponsored cannot be recovered through the entry fee. Please attach to this form and submit with your request.

[signature] Director of Nutrition

Authorized Signature Title

April 11 0 12014

Date

Senior Nutrition Services

brought to you by council on aging

The Council on Aging has successfully run the Meals on Wheels Program for thirty-eight years. Last year we provided over 260,000 meals to seniors in need in Sonoma County. This number continues to grow and this year we are on track to provide over 285,000 meals. Hunger is often about the lack of a support system and access to food. Our Meals on Wheels program helps seniors fight hunger and isolation every day. Currently the Meals on Wheels Program provide seniors one meal per day. For many of the seniors we serve it is often the only meal they eat each day. Quite simply they need more food. By ensuring adequate nutrient intake, the Dietary Reference Intakes prevent nutrient deficiencies and reduce the risk of chronic diseases, such as osteoporosis, cancer, and cardiovascular disease. The more food we can provide the more positive effect we can have on overall health, healing, and quality of life for our seniors in Sonoma County. The daily contact with the Meals on Wheels Drivers is often the only physical contact seniors have each day.

The Current Condition of the Senior Population in Sonoma County:

The 2010 census data indicates that 99,553 persons age 60 and older represent 21% of the total population in Sonoma County. One third of the senior population is age 75 or older. Moreover, 22.1% of county seniors over 65 live in poverty. For seniors 75 and older the percentage rises to 27.2%. For seniors who are poor and homebound, hunger and a host of problems related to isolation pose significant risks to overall health and quality of life, and are more likely to require institutionalization than the senior population overall. Of 1,800 clients in our Meals on Wheels Program for 2012-13, 45% were living at or below the poverty line.

Future Projected Senior Population:

By 2020 40% of the population in Sonoma County will be over 50 years old.
In 2030 31% of the population in Sonoma County will be over 65 years old.
***References: 2012 Community Report from the Sonoma County Area Agency on Aging and Council on Aging internal data.*

The Sonoma County Board of Supervisors stated goal is for Sonoma County to be the Healthiest County in the State of California and across the Nation by 2020. This means we need to address the growing senior population, their food insecurity, and needs for basic services. The Council on Aging constantly reviews and updates our services to meet the new emerging requirements of seniors in our county.

The Meals on Wheels Program is offered to all homebound seniors 60 years and over living in our service area (which includes all of Sonoma County except Petaluma) regardless of ability to pay. Our agency strives to serve everyone regardless of race, ethnicity, religion, sexual identity or preference, or income level. Recent data indicate that 10% of our clients are Hispanic and an additional 11% are a mix of African American, American Indian or other ethnic minority. Spanish speaking staff and written materials are available to those who need them. The needs assessment and care plan prepared for all program clients strive to overcome barriers for seniors by providing other services either through Council on Aging or outside resources. This service addresses eligibility for entitlement programs such as Medi-Cal and SSI, food programs, transportation, legal assistance and money management, in home support services, mental health services, and more.

30 Kawana Springs Road, Santa Rosa CA 95404
(707) 525-0143 § councilonaging.com

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It is a program objective to provide Meals on Wheels to eligible seniors without waiting lists or other service delays. Whenever possible delivery routes are expanded or new routes created to serve our clients when the need arises.

Currently there is a ZERO waiting list

Meals on Wheels Senior Nutrition Programs:

The Meals on Wheels Program: successfully addresses the risks of hunger and isolation among temporarily or permanently homebound seniors who are not able to provide for themselves without assistance. The program delivers a fresh meal containing one third of the recommended daily requirement 5 days a week. *There are currently over 50 meal delivery routes in Sonoma County. Often the route drivers are the only contact seniors have each day.*

The Weekend Meals Program: provide for seniors who are at an elevated at-risk status because they have no other support for their nutritional needs through the weekend. We developed this service for Saturday and Sunday meals for our most vulnerable seniors because we found many went without food on days we did not deliver.

Congregate Dining Sites: offer seniors the opportunity for socialization, companionship, activities, and nutritious meals daily. *We operate and serve at 10 senior dining sites in Sonoma County.*

Renal Meals-Vegetarian and Therapeutic Diets: Developed a renal meal program that per the CDA is the first of its kind for the senior population which provides participants who are on kidney dialysis with a nutritionally balanced meal without the components that could cause them harm. We work closely with local dialysis providers. The vegetarian diet is our newest meal selection, and is filled with fresh local ingredients from local farmers and producers.

Kibbles of Kindness Program: In 2012 we implemented this program to provide pet food to our seniors who were sharing their Meals on Wheels with their pets because they could not afford pet food. In fact, pets may help elderly owners live longer, healthier, and more enjoyable lives. *We currently provide for over 100 pets.*

The Senior Social Club- Adult Day Programs: supports both independence and well-being of seniors, many of whom are functionally and/or cognitively impaired, by providing the emotional, mental and social stimulation that is necessary to remain independent and healthy. Meals are provided to seniors participating in this program. *There are 4 of these programs in Sonoma County run by the Council on Aging.*

Meals on Wheels Monthly Food Box Program: Recently we developed a partnership with the Redwood Empire Food Bank to enable us to deliver monthly food boxes to seniors who meet the criteria to receive extra food. This alliance and partnership takes food and aligns with our logistics system of delivery directly to senior's homes. Quite often our fragile seniors cannot drive to distribution center and wait in line for hours to get their monthly food box. *We now deliver to over 35 seniors on this program.*

CalFresh: We are currently working with the Sonoma County Health Department in providing presentations, and materials to seniors, and assistance in filling out the required application. This provides more resources to seniors with

food insecurity to access more food through the CalFresh EBT card. It also allows seniors to use the card at local Farmers Markets.

Veteran Services: The Meals on Wheels program currently provides for well over 300 Veterans. Our Veterans have access to all of the services we provide.

The Council on Aging offers 17 different programs or services for seniors in Sonoma County. They include some of the following:

- Meals on Wheels- All Programs
- Legal services-Estate Planning
- Case Management
- Depression/Healthy Ideas
- Fiduciary Services
- Money Management
- Peer Support
- Lawyer referral
- Referrals to services: Housing, Other food programs, Medical, Vet services for more program access.

Often times when our case managers do the in home interview/intake process they find the client is a veteran and connect them with resources that provide even more services for them like access to funds they did not know about, medical, food, housing assistance, and much more.

Meals on Wheels Funding:

Our program meal cost is $7.00 per meal to purchase goods, prepare meals, and deliver to sites and clients. We ask clients for a $4 donation (because the $3.00 is subsidized by the Older American's Act which is subject to change due to sequestration). On average we receive $.91 cents for each meal due to the senior's financial inability to pay for meals. The balance is raised through events, donations, and grant and benefactors. In order to continue to provide the high level of service that we pride ourselves upon, at a time when client donations are declining due to the many financial pressures facing our most needy seniors, we are continuously looking for partnerships and collaborative relationships to support this critical need at this crucial time in our history.

The Council on Aging Nutrition Department is engaged in the community:

Nutrition specific Partnerships/Alliances/Outreach/Memberships

- National Association of Nutrition and Aging Services Programs
- Meals on Wheels Association of America
- Healthy Eating Action Team- Co-chair
- Sonoma County Nutrition Action Plan

- Sonoma County Food Systems Alliance and Food Action Plan
- Go Local Member Non-Profit
- California Upstream Investment Resolution of Alignment
- Sonoma Media Group
- Hunger Index Planning
- Cal Fresh
- Redwood Empire Food Bank
- Farm Girl Cattle Co.
- Farm to Institution
- Kaiser- Community Benefit Grant- Purchase local fruits and vegetables from local farmers.
- Banfield Charitable Trust- Kibbles of Kindness pet food grant
- California Association of Areas Agencies on Aging- Visioning Chair
- Secret Santa provides gifts for over 1000 seniors.

COA Marketing & Social Media:

- website: www.councilonaging.com
- Facebook page: Council on Aging Services for Seniors
- Council on Aging enewletter
- Sonoma Seniors Today (SST) Council on Aging Monthly Newspaper
- Press Release to all local newspapers
- Partnership with Sonoma Media Group- 5 Local Radio Stations

Council on Aging Innovation:

The Senior Services Nutrition Department and Kitchen Operations Directors work closely together to evaluate, innovate, and develop new programs to react to our growing and changing senior population.

We continue to set the standard, be the Best Practice, and the Benchmark in the field of senior nutrition.

In the Kaiser Community Benefit Grant award we created a robust Logic Model for the grant funding to be used 100% to purchase local fruits and vegetables from local producers and farmers. This grant funding was matched by the Council on Aging and was the first of its kind. Innovations like these further our intention to access local goods from local farmers and incorporate them into the meals we prepare for seniors. The end result is local fresh components and meals provides to seniors while supporting the local farmers and economy.

Our goal of having a zero waste kitchen was realized this year by providing all vegetable and dairy waste to our own project developed by the Director of Senior Nutrition Services, Laura Colgate

Farm Girl Cattle Co. www.farmgirlcattleco.com

Currently we are raising 3 steers (Larry, Moe, and Curly), and 3 hogs (Bacon, Lettuce, and Tomato) for the Meals on Wheels Program. The goal is to introduce fresh, organic, local meat in the meal plan and to provide better protein to our most fragile senior population.

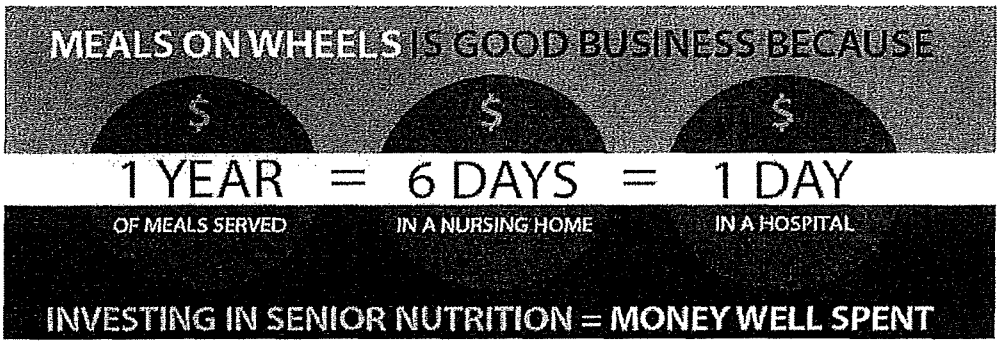
The steers were purchased from a local beef farmer, where we know the lineage of each animal.

The hogs were donated by a local businessman and are descended from generations of local Sonoma County hogs. We know their lineage, we know where their food comes from, and we know where they are raised.

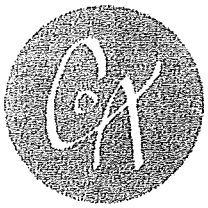
.....and Farm to Meals on Wheels was born.

In strengthening our relationships with local hospitals and clinics we are meeting with management and discharge staff to discuss ways we can insure seniors who are being released have access to nutrition, and nutrition resources. This involves a commitment by medical staff to ask simple questions regarding food accessibility at home during the discharge planning process. If seniors are connected to Meals on Wheels and/or other food resources, they will heal faster, and remain independent in their home longer.

The Center for Effective Government recently found that for every $1 invested in Meals on Wheels programs, there is up to a $50 return in Medical/Medicaid savings alone. By keeping people in their own homes, Meals on Wheels can feed a senior for an entire year for about the same cost as a 24-hour hospital visit or a six-day nursing home stay.



Additionally, Brown University released a study last December that found investing more in home-delivered meals can keep America's seniors out of nursing homes. Specifically, the research found that, for every additional $25 a state spends on home-delivered meals per person, it can expect a 1% decrease in the number of nursing-home-eligible seniors who actually move into nursing homes. Nationally, this can translate into billions of dollars in Medical/Medicaid savings alone.



If a senior ends up in a skilled nursing facility it will cost over $60,000 per year for very basic care which does not include prescriptions, emergency care, or hospital stay.

As our population ages, changing demographics will have a profound impact on the demand for social services, especially the need for nutrition assistance. In addition to strengthening our nutrition safety net to better meet current needs, we must also take steps now to ensure that it can evolve to meet future needs. That means strengthening partnerships with other senior services agencies to help inform and improve access to nutrition assistance. Working together, the nutrition and seniors' community can leverage each other's strengths to better meet the nutritional needs of our aging population and ensure that our most fragile seniors don't have to worry about where they will get their next meal.

*** Reference National Foundation to End Senior Hunger*

Simply- Our goal is to keep seniors independent in their own homes longer through nutrition.

Charles A. Lindner IV
Director, Senior Nutrition Services
Meals on Wheels Program
Council on Aging Services for Seniors
30 Kawana Springs Road, Santa Rosa, CA 95404
clindner@councilonaging.com 707-525-0143 ext 131

County of Sonoma Department of Health Services
Environmental Health & Safety Section
625 5th Street
Santa Rosa, CA 95404 707-565-6565

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INVOICE

TO : Council on Aging Attn Charles Lindner
Council on Aging Attn Charles Lindner
30 Kawana Springs Rd
Santa rosa, CA 95404

Invoice ID	Date
IN0100345	4/5/2017

District	Facility ID
	FA0004115

ATTN : Council on Aging Attn Charles Lindner

RE : Council on Aging Attn Charles Lindner

Record ID	Program Identifier	Program Element	Description	Amount
		3R50	Food - Satellite Food Dist	$ 593.00

Total Due for This Invoice: $ 593.00

Due Date: 5/1/2017

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From : Council on Aging - R R Comm Sr Ctr
15010 Armstrong Woods Rd

Invoice ID	Date
IN0100345	4/5/2017

District	Facility ID
	FA0004115

To: County of Sonoma Department of Health Services
Environmental Health & Safety Section
625 5th Street
Santa Rosa, CA 95404 707-565-6565

Total Due for This Invoice: $ 593.00

Due Date: 5/1/2017

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INVOICE

TO: Council on Aging Attn Charles Lindner
Council on Aging Attn Charles Lindner
30 Kawana Springs Rd
Santa rosa, CA 95404

Invoice ID	Date
IN0102571	4/5/2017

District	Facility ID
Food District13	FA0004105

ATTN: Council on Aging Attn Charles Lindner
RE: Council on Aging Attn Charles Lindner

Record ID	Program Identifier	Program Element	Description	Amount
PR0000471	Council on Aging - Silvercrest	3R50	Food - Satellite Food Dist	$ 593.00

Total Due for This Invoice: $ 593.00
Due Date: 5/1/2017

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Please return this portion with your payment

From: Council on Aging - Silvercrest
1050 3rd St

Invoice ID	Date
IN0102571	4/5/2017

District	Facility ID
Food District13	FA0004105

To: County of Sonoma Department of Health Services
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Total Due for This Invoice: $ 593.00
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INVOICE

TO : Council on Aging Attn Charles Lindner
Council on Aging Attn Charles Lindner
30 Kawana Springs Rd
Santa rosa, CA 95404

Invoice ID	Date
IN0102572	4/5/2017

District	Facility ID
Food District06	FA0004106

ATTN : Council on Aging Attn Charles Lindner
RE : Council on Aging Attn Charles Lindner

Record ID	Program Identifier	Program Element	Description	Amount
PR0000490	Council on Aging - Healdsburg Senior	3R50	Food - Satellite Food Dist	$ 593.00

Total Due for This Invoice: $ 593.00
Due Date: 5/1/2017

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Please return this portion with your payment

From : Council on Aging - Healdsburg Senior Center
133 Matheson St

Invoice ID	Date
IN0102572	4/5/2017

District	Facility ID
Food District06	FA0004106

To: County of Sonoma Department of Health Services
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Total Due for This Invoice: $ 593.00
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INVOICE

TO: Council on Aging Attn Charles Lindner
Council on Aging Attn Charles Lindner
30 Kawana Springs Rd
Santa rosa, CA 95404

Invoice ID	Date
IN0102573	4/5/2017

District	Facility ID
Food District03	FA0004109

ATTN: Council on Aging Attn Charles Lindner

RE: Council on Aging Attn Charles Lindner

Record ID	Program Identifier	Program Element	Description	Amount
PR0001322	Council on Aging - Vintage House	3R50	Food - Satellite Food Dist	$ 593.00

Total Due for This Invoice: $ 593.00

Due Date: 5/1/2017

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Please return this portion with your payment

From: Council on Aging - Vintage House
264 E 1st St

Invoice ID	Date
IN0102573	4/5/2017

District	Facility ID
Food District03	FA0004109

To: County of Sonoma Department of Health Services
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Total Due for This Invoice: $ 593.00

Due Date: 5/1/2017

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INVOICE

TO : Council on Aging Attn Charles Lindner
Council on Aging Attn Charles Lindner
30 Kawana Springs Rd
Santa rosa, CA 95404

Invoice ID	Date
IN0102574	4/5/2017

District	Facility ID
Food District06	FA0004110

ATTN : Council on Aging Attn Charles Lindner

RE : Council on Aging Attn Charles Lindner

Record ID	Program Identifier	Program Element	Description	Amount
PR0003327	Council on Aging - Cloverdale Senior (	3R50	Food - Satellite Food Dist	$ 593.00

Total Due for This Invoice: $ 593.00

Due Date: 5/1/2017

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Please return this portion with your payment

From : Council on Aging - Cloverdale Senior Center
311 N Main St

Invoice ID	Date
IN0102574	4/5/2017

District	Facility ID
Food District06	FA0004110

To: County of Sonoma Department of Health Services
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TO : Council on Aging Attn Charles Lindner
Council on Aging Attn Charles Lindner
30 Kawana Springs Rd
Santa rosa, CA 95404

Invoice ID	Date
IN0102575	4/5/2017

District	Facility ID
Food District05	FA0004111

ATTN : Council on Aging Attn Charles Lindner

RE : Council on Aging Attn Charles Lindner

Record ID	Program Identifier	Program Element	Description	Amount
PR0000570	Council on Aging - Forestville Dn	3R50	Food - Satellite Food Dist	$ 593.00

Total Due for This Invoice: $ 593.00

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Please return this portion with your payment

From : Council on Aging - Forestville Dn
6550 Covey St

Invoice ID	Date
IN0102575	4/5/2017

District	Facility ID
Food District05	FA0004111

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TO : Council on Aging Attn Charles Lindner
Council on Aging Attn Charles Lindner
30 Kawana Springs Rd
Santa rosa, CA 95404

Invoice ID	Date
IN0102576	4/5/2017

District	Facility ID
Food District05	FA0004112

ATTN : Council on Aging Attn Charles Lindner

RE : Council on Aging Attn Charles Lindner

Record ID	Program Identifier	Program Element	Description	Amount
PR0001846	Council on Aging - Occidental	3R50	Food - Satellite Food Dist	$ 593.00

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From : Council on Aging - Occidental
3770 Bohemian Hwy

Invoice ID	Date
IN0102576	4/5/2017

District	Facility ID
Food District05	FA0004112

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TO : Council on Aging Attn Charles Lindner
Council on Aging Attn Charles Lindner
30 Kawana Springs Rd
Santa rosa, CA 95404

Invoice ID	Date
IN0102577	4/5/2017

District	Facility ID
Food District07	FA0004116

ATTN : Council on Aging Attn Charles Lindner

RE : Council on Aging Attn Charles Lindner

Record ID	Program Identifier	Program Element	Description	Amount
PR0003328	Council on Aging - Sebastopol Area S	3R50	Food - Satellite Food Dist	$ 593.00

Total Due for This Invoice: $ 593.00

Due Date: 5/1/2017

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From : Council on Aging - Sebastopol Area Senior Center
167 N High St

Invoice ID	Date
IN0102577	4/5/2017

District	Facility ID
Food District07	FA0004116

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TO : Council on Aging Attn Charles Lindner
Council on Aging Attn Charles Lindner
30 Kawana Springs Rd
Santa rosa, CA 95404

Invoice ID	Date
IN0102578	4/5/2017

District	Facility ID
Food District02	FA0004117

ATTN : Council on Aging Attn Charles Lindner
RE : Council on Aging Attn Charles Lindner

Record ID	Program Identifier	Program Element	Description	Amount
PR0000489	Council on Aging - Rohnert Park	3R50	Food - Satellite Food Dist	$ 593.00

Total Due for This Invoice: $ 593.00
Due Date: 5/1/2017

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Please return this portion with your payment

From : Council on Aging - Rohnert Park
6800 Hunter Dr

Invoice ID	Date
IN0102578	4/5/2017

District	Facility ID
Food District02	FA0004117

To: County of Sonoma Department of Health Services
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TO : Council on Aging Attn Charles Lindner
Council on Aging Attn Charles Lindner
30 Kawana Springs Rd
Santa Rosa, CA 95404

Invoice ID	Date
IN0102579	4/5/2017

District	Facility ID
Food District02	FA0004723

ATTN : Council on Aging Attn Charles Lindner

RE : Council on Aging Attn Charles Lindner

Record ID	Program Identifier	Program Element	Description	Amount
PR0003853	Council On Aging - Meals on Wheels I	3R27	Food - Extensive Prep (> 6,000 sq ft)	$ 1,386.00
PR0008693	Council On Aging - Meals on Wheels I	1662	Stormwater - City of SR	$ 45.00
			Total Due for This Invoice:	$ 1,431.00
			Due Date:	5/1/2017

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From : Council On Aging - Meals on Wheels Main Kitchen
40 Kawana Springs Rd

Invoice ID	Date
IN0102579	4/5/2017

District	Facility ID
Food District02	FA0004723

To: County of Sonoma Department of Health Services
Environmental Health & Safety Section
625 5th Street
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Total Due for This Invoice: $ 1,431.00
Due Date: 5/1/2017

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TO : Council on Aging Attn Charles Lindner
Council on Aging Attn Charles Lindner
30 Kawana Springs Rd
Santa Rosa, CA 95404

Invoice ID	Date
IN0102580	4/5/2017

District	Facility ID
Food District08	FA0012794

ATTN : Council on Aging Attn Charles Lindner

RE : Council on Aging Attn Charles Lindner

Record ID	Program Identifier	Program Element	Description	Amount
PR0018589	Council on Aging - Santa Rosa Day	3R50	Food - Satellite Food Dist	$ 593.00

Total Due for This Invoice: $ 593.00

Due Date: 5/1/2017

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From : Council on Aging - Santa Rosa Day
2150 Giffen Ave

Invoice ID	Date
IN0102580	4/5/2017

District	Facility ID
Food District08	FA0012794

To: County of Sonoma Department of Health Services
Environmental Health & Safety Section
625 5th Street
Santa Rosa, CA 95404 707-565-6565

Total Due for This Invoice: $ 593.00

Due Date: 5/1/2017

County of Sonoma Department of Health Services
Environmental Health & Safety Section
625 5th Street
Santa Rosa, CA 95404 707-565-6565

Public Health
Prevent. Promote. Protect.

INVOICE

TO : Council on Aging Attn Charles Lindner
Council on Aging Attn Charles Lindner
30 Kawana Springs Rd
Santa Rosa, CA 95404

Invoice ID	Date
IN0102581	4/5/2017

District	Facility ID
Food District11	FA0012839

ATTN : Council on Aging Attn Charles Lindner

RE : Council on Aging Attn Charles Lindner

Record ID	Program Identifier	Program Element	Description	Amount
PR0018648	Council on Aging - Bethlehem Towers	3R50	Food - Satellite Food Dist	$ 593.00
			Total Due for This Invoice:	$ 593.00
			Due Date:	5/1/2017

Pursuant to the Sonoma County Code, Chapter 14, and the Board of Supervisors approved fee schedule, all programs will be assessed a late fee of 25% of the remaining invoice balance due if full payment is not received within 30 days of the due date. An additional late fee of 25% of the remaining invoice balance due if full payment is not received within 60 days of the due date.

Please return this portion with your payment

From : Council on Aging - Bethlehem Towers
801 Tupper St

Invoice ID	Date
IN0102581	4/5/2017

District	Facility ID
Food District11	FA0012839

To: County of Sonoma Department of Health Services
Environmental Health & Safety Section
625 5th Street
Santa Rosa, CA 95404 707-565-6565

Total Due for This Invoice: $ 593.00
Due Date: 5/1/2017

County of Sonoma Department of Health Services
Environmental Health & Safety Section
625 5th Street
Santa Rosa, CA 95404 707-565-6565

Public Health
Prevent. Promote. Protect.

INVOICE

TO : Council on Aging Attn Charles Lindner
Council on Aging Attn Charles Lindner
30 Kawana Springs Rd
Santa Rosa, CA 95404

Invoice ID	Date
IN0102582	4/5/2017

District	Facility ID
Food District02	FA0014581

ATTN : Council on Aging Attn Charles Lindner

RE : Council on Aging Attn Charles Lindner

Record ID	Program Identifier	Program Element	Description	Amount
PR0020770	Council on Aging - Charles Street	3R50	Food - Satellite Food Dist	$ 593.00

Total Due for This Invoice: $ 593.00

Due Date: 5/1/2017

Pursuant to the Sonoma County Code, Chapter 14, and the Board of Supervisors approved fee schedule, all programs will be assessed a late fee of 25% of the remaining invoice balance due if full payment is not received within 30 days of the due date. An additional late fee of 25% of the remaining invoice balance due if full payment is not received within 60 days of the due date.

Please return this portion with your payment

From : Council on Aging - Charles Street
42 Charles St

Invoice ID	Date
IN0102582	4/5/2017

District	Facility ID
Food District02	FA0014581

To: County of Sonoma Department of Health Services
Environmental Health & Safety Section
625 5th Street
Santa Rosa, CA 95404 707-565-6565

Total Due for This Invoice: $ 593.00

Due Date: 5/1/2017

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 42
(This Section for use by Clerk of the Board Only.)

To: Board of Supervisors of Sonoma County

Board Agenda Date: June 6, 2017

Vote Requirement: Majority

Department or Agency Name(s): Probation Department

Staff Name and Phone Number:
David Koch, Probation: 565-2732

Supervisorial District(s):
Countywide

Title: Public Safety Realignment Implementation Plan for Fiscal Year 2017-18

Recommended Actions:

Approve the Community Corrections Partnership's recommended Public Safety Realignment Implementation Plan for Fiscal Year 2017-18. The Plan prioritizes public safety while providing a broad suite of rehabilitative services designed to reduce offenders' future involvement in the criminal justice system.

Executive Summary:

The purpose of this report is to present for the Board's approval the Sonoma County Community Corrections Partnership's recommended AB 109 Public Safety Realignment Implementation Plan (Plan) for FY 17-18. The full Plan, attached, discusses the Community Corrections Partnership's considerations in allocating funds for FY 17-18, the Community Corrections Partnership's planning process and objectives, and descriptions and budgets for all recommended programs and services.

As in past years, this year's Plan funds established programs for realigned offenders as well as pilot programs recommended by the Criminal Justice Master Plan that do not specifically target the realignment population, such as the risk-based pre-trial release program. While the pre-trial program shows great promise to reduce incarceration while protecting public safety, the Community Corrections Partnership budget may be unable to sustain it in future years due to a combination of mostly flat State revenues and increasing costs for realignment-specific programs. The Plan discusses a variety of strategies for addressing these increasingly challenging budget realities.

Discussion:

2011 Public Safety Realignment

In response to a federal court order to reduce prison overcrowding, California's Public Safety Realignment Act (Assembly Bill 109) took effect October 1, 2011, and mandated sweeping changes to the criminal justice system by shifting the responsibility for managing select adult offenders from the

state to each of the 58 counties. Realignment legislation applies to three major groups of offenders. The first group, known as the Post-Release Community Supervision population, consists of offenders incarcerated for offenses classified as non-violent and non-serious and excludes high-risk sex offenders, third-strike offenders, and mentally disordered offenders. Upon release from prison, these offenders now receive community supervision from county probation departments instead of state parole. No inmates currently in state prison are transferred to county jails, and no state prison inmates are released early. The second group consists of so-called "non-non-non" offenders. The Realignment Act changed the penal code and sentencing laws so that offenders whose current or past offenses are non-violent, non-serious, and non-sex related, will serve their sentences locally pursuant to Penal Code section 1170(h). Local sentences include combinations of county jail detention, Mandatory Supervision by Probation, and a variety of detention alternatives. The third group consists of state parole and probation violators who, with few exceptions, now serve any revocation terms in county jail instead of state prison.

State Funding Allocation Methodology

To assist counties in handling this increased workload, the state provides dedicated funding based on receipts of sales tax and vehicle license fees. During the early years of Realignment, this funding varied substantially from year to year. In 2014, the state's "Realignment Allocation Committee" developed funding allocation formulas to smooth the level of year-to-year "base" funding that each county receives and incentivize improvements in certain areas. Unfortunately, the new formula substantially decreased Sonoma County's base funding from 1.03% of statewide Public Safety Realignment funds in FY 14-15 to only 0.88% in FY 15-16 and future years.

Additionally, counties may receive "growth" funding. Growth payments are based entirely on incentives. Briefly, this formula weights 80% of growth funding on probation factors (success and improvement in probation outcomes) and 20% on incarceration factors (success and improvement in reducing prison incarcerations).

FY 2017-18 Community Corrections Partnership Budget

The Community Corrections Partnership's FY 17-18 budget includes 59.45 full-time equivalent position allocations and $14,279,087 in funding for the following departments: Sheriff's Office ($5,524,922), Probation Department ($6,489,718), Department of Health Services ($1,032,408), Human Services Department ($358,571), District Attorney's Office ($336,693), Public Defender's Office ($215,941), County Counsel ($50,000), and Information Systems Department ($124,990). Departments include their respective allocations in their recommended budgets. The Plan also includes funding for the Superior Court and community-based organizations to provide transitional housing and substance use disorder treatment. Consistent with prior years, the FY 17-18 Plan promotes evidence-based programming and upstream investments by using proven strategies to help offenders successfully complete supervision and reduce future involvement in the justice system. Furthermore, the Plan supports the strategic goals, guiding principles, and recommendations of the *Sonoma County Criminal Justice System Master Plan 2015 Update*.

Community Corrections Partnership Budgeting Process in FY 2017-18

The Community Corrections Partnership Executive Committee held public budget meetings in January and February 2017 to consider input from the public and from the Detention Alternatives Subcommittee, which includes representation from several County departments and community-based organizations. As in previous years, the Executive Committee then ranked existing and proposed programs according to the impacts they were expected to have on the AB 109 realigned offender population, using a tiered approach in which Tier 1 programs are those specifically for realigned offenders; Tier 2 programs assist with the criminal justice system overall, but may not directly or exclusively impact AB 109 offenders; and Tier 3 programs provide ancillary benefits to the criminal justice system.

FY 2017-18 AB 109 Revenue and Expenses

The Community Corrections Partnership's recommended FY 17-18 budget for Public Safety Realignment assumes available resources of $17,196,565, which includes $5,513,743 in reserves from fund balance from prior year revenue. Of the total anticipated revenues for FY 17-18, the Community Corrections Partnership recommends allocating **$14,279,087** to fund all programs and services. This budget would reduce estimated reserves from $5,513,743 to $2,917,478, a decrease of $2,596,265.

The table below shows State funding allocations to Sonoma County since the beginning of Public Safety Realignment.

Overview of State Funding to Sonoma County by Fiscal Year and Revenue Source

	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17*	FY 17-18
Main AB 109 Subaccount	$3,240,428	$9,027,459	$10,723,455	$9,657,516	$9,732,986	$10,208,294	$10,727,350
DA/PD Subaccount	$116,154	$136,028	$159,321	$147,723	$227,586	$261,301	$298,119
Planning	$378,650	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000
Main AB 109 Growth	$0	$526,222	$634,193	$4,530,253	$371,092	$405,247	$516,782
10% Main AB 109 Growth to Local Innovation Subaccount	$0	$0	$0	$0	($37,109)	($40,525)	($51,678)
DA/PD Growth	$0	$53,888	$45,618	$67,709	$33,712	$36,818	$46,944
10% DA/PD AB 109 Growth to Local Innovation Subaccount	$0	$0	$0	$0	($3,371)	($3,682)	($4,694)
Fund Balance	$0	$1,317,764	$3,881,593	$5,564,024	$8,870,355	$7,734,635	$5,513,743
Total Revenue	**$3,735,232**	**$11,211,362**	**$15,594,180**	**$20,117,224**	**$19,345,250**	**$18,752,089**	**$17,196,565**
Less Expenditures	($2,417,468)	($7,329,769)	($10,030,156)	($11,246,870)	($11,610,615)	($13,238,346)	($14,279,087)
Reserve	***$1,317,764***	***$3,881,593***	***$5,564,024***	***$8,870,355***	***$7,734,635***	***$5,513,743****	***$2,917,478***
CCP Budget	$3,361,500	$9,552,756	$12,524,548	$12,609,797	$12,963,527	$13,558,610	$14,279,087

* Growth revenues for FY 16-17 and all revenue sources for FY 17-18 are estimated as of April 2017.

** The FY 16-17 projected reserves will change based on actual FY 16-17 expenditures and growth fund allocations.

The Community Corrections Partnership recognizes that the current spending path is unsustainable and is taking a three-step approach toward future budget stability. First, the recommended budget includes no new programs and eliminates three existing line items—funding for the Supervised Adult Crew, subsidies for domestic violence programs, and a restorative justice reentry pilot program. Second, the

Chief Probation Officer has expanded the scope of the Detention Alternatives Subcommittee to review and make recommendations regarding all Community Corrections Partnership-funded programs, not just those relating to detention alternatives. Third, the Community Corrections Partnership is pursuing alternative funding sources for some programming such as transitional housing and mental health care.

Despite these measures, the Community Corrections Partnership may soon be unable to continue funding some programs that do not directly target realigned offenders but are critical to the criminal justice system, such as pre-trial release and mental health services. Unfortunately, cuts to these programs could increase incarceration rates and consequently increase overall costs to Sonoma County compared to less expensive and more rehabilitative community supervision alternatives. To prevent this unfavorable outcome, the Community Corrections Partnership is working on alternative solutions with the County Administrator's Office. Additionally, grant applications are underway for several services, and the Community Corrections Partnership is attempting to secure Drug Medi-Cal subsidies for the Day Reporting Center's behavioral and substance abuse programs.

Program Highlights

Pre-Trial Services

Traditionally, courts have based decisions of releasing defendants from incarceration partly on their ability to meet financial burdens of bond or bail, a system that may release dangerous defendants while incarcerating those who pose little risk to their communities. By contrast, under the pre-trial services program, courts base release decisions on defendants' risk of 1) posing a threat to public safety, and 2) failing to appear in court, as measured by a validated risk assessment tool. By using a risk-based model, the program reduces incarceration expenses while protecting the public and allowing many lower risk defendants to continue productive, law-abiding activities while awaiting adjudication.

The Superior Court began using pre-trial services in January 2015, and the program has proven largely successful as measured by failures to appear, new criminal referrals, and supervision violations (see table below). During calendar year 2016, the Court released an average of 105 defendants per month on pre-trial services, an increase over 2015 releases of approximately 30 percent, as judges have increasingly embraced this risk-based approach. Sonoma County's progress with pre-trial services positions it well to respond to current State legislative efforts that would reform the bail process into a more risk-based approach.

Outcomes of Pre-Trial Release Terminations
(Out of 1,231 Releases from January 1, 2016 through March 31, 2017)

	# Successful Outcomes	% Total Releases
No Failures to Appear	1,070	87%
No New Criminal Referrals	1,179	96%
No Violations of Pre-Trial Supervision	997	81%

Day Reporting Center

Serving as the central point of evidence-based programming and structure for Post-Release Community Supervision, Mandatory Supervision, and felony probationers, the Day Reporting Center provides a detention alternative to traditional incarceration for adult offenders who meet the program criteria. The Probation Department collaborates with the Sheriff's Office, the Department of Health Services, and the Human Services Department to provide seamless, offender-engaged reentry service coordination that begins in custody, continues through supervision, and transitions the offender to ongoing community-based supports and services when supervision ends. Services include life skills, vocational skills, substance abuse treatment, and a cognitive behavioral intervention program developed in collaboration with the University of Cincinnati Corrections Institute. The Day Reporting Center was one of a handful of pilot sites for the program. Staff received training from the university and provided ongoing feedback on the structure and implementation of the curriculum.

Since Probation assumed operation of the Day Reporting Center in January 2015, 146 participants have completed Cognitive Behavioral Interventions programming, which includes 57 group sessions where participants take accountability for past actions, learn new ways to handle difficult and risky situations, and create a support system and plan for success. The Day Reporting Center also collaborates with other departments and community partners to provide vital services that support participant success. From January 2015 through March 2017, these services have included:

- 597 employment development sessions and 223 eligibility reviews through Human Services;
- 153 GED preparation sessions through the Sonoma County Office of Education;
- 844 sessions of outpatient substance abuse treatment and 413 drug and mental health assessments through Health Services and its community partners.

As of May 2017, the Day Reporting Center is serving 186 participants, well above the design capacity of 150 participants.

Detention Services

The Sheriff's Office currently provides full custodial services to 235 AB 109 inmates. Additionally, since its December 2011 inception, the Detention Alternatives Electronic Monitoring Program has placed 1,744 inmates into home confinement, saving 67,644 jail days (as of 4/24/2017) with an 88 percent success rate.

The Sheriff's Office continues to expand programs to prepare inmates for successful release. Examples include a pilot project with Santa Rosa Junior College that allows inmates to earn academic credits in English, math, and study skills courses; a recent tablet deployment that allows inmates unable to participate in group instruction to take a variety of academic, behavioral, and wellness courses; and a partnership with Catholic Charities, Homeless Outreach Partners Empowering Sonoma County, that aims to find shelter prior to release for inmates identifying as homeless.

Mental Health Services

The Community Corrections Partnership funds mental health and substance use disorder services beyond those offered at the Day Reporting Center. In the community, offenders will find a suite of wraparound services, such as mental health and eligibility assessments and referrals to appropriate services. In all, the Community Corrections Partnership's FY 17-18 budget invests $2.3 million into mental health and substance use disorder services.

Employment Services

Through its Job Link center and a Community Corrections Partnership-funded Employment and Training Coordinator, Human Services provides employment services to AB 109 offenders. In 2016, 25 such offenders secured employment through this program.

Performance Reporting and Program Evaluation

Three important initiatives are currently underway to expand reporting abilities and better understand program outcomes. Combined, these three initiatives will provide rich sources of information to guide investments and decision-making in the years to come.

1. Data Evaluation and Analysis Consultant. Last year, staff reported on efforts to determine the impact realigned populations have on county resources, as well as the outcomes of AB 109-funded programs and services. The Community Corrections Partnership selected Oakland-based Resource Development Associates for this important work, and the firm has already completed the first task of developing a scalable evaluation plan. This plan followed extensive interviews with criminal justice personnel, community-based organizations, and Board members to determine their interests and concerns.

Recommended evaluation activities for FY 17-18 include studying the degree to which programs are implemented as intended; a cost analysis that compares needs to funding allocations; and a recidivism analysis to determine the degree to which funded programs, as a whole, affect recidivism.

2. Offender Outcomes Data Report. The Community Corrections Partnership is continuing to construct what will be the most comprehensive realignment recidivism report ever in Sonoma County. The quarterly report will have a separate section for each of the main offender populations—PRCS, Penal Code 1170(h) – mandatory supervision, and formal probation—with recidivism data for each population as measured by arrests, formal complaints filed, and convictions during supervision and during the first year following supervision or incarceration. The report will also cover formal revocations and types of crimes committed. A final section will review efficacy data for the Day Reporting Center, transitional housing, electronic monitoring, and services offered through the departments of Health and Human Services.

3. University of California Study at the Day Reporting Center. Probation is honored to have been selected by criminal justice researchers at UC Berkeley and UC Irvine to study efficacy of its Cognitive Behavioral Interventions curriculum in reducing recidivism among mentally ill offenders. Sonoma

County's Day Reporting Center was selected because of the high quality of its program implementation. The study, expected to last four years, will provide valuable information, to address the needs of approximately half of Day Reporting Center participants who suffer with mental illness.

Prior Board Actions:

08/16/2011 – 06/14/2016: The Board approved the Community Corrections Partnership's Annual Realignment Implementation Plan and Budget.

Strategic Plan Alignment Goal 1: Safe, Healthy, and Caring Community

The Community Corrections Partnership's FY 17-18 Realignment Implementation Plan aligns with the County's strategic goal of promoting a safe, healthy, and caring community. The Plan includes continued funding for a jail unit to maintain capacity commensurate with need, plus additional resources to monitor offenders effectively in the community. It also includes innovative public safety programs, such as pre-trial services and electronic monitoring, which provide cost-effective detention alternatives, while protecting public safety. Finally, recommended funding will support a variety of programs that invest upstream in health, education, and human services. These services address offenders' needs, bolster their skills, improve their employment prospects, and foster integration into the community.

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses	$13,558,610	$14,279,087	$14,633,278
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
General Fund/WA GF			
State/Federal	$11,017,454	$11,682,822	$11,837,382
Fees/Other			
Use of Fund Balance	$2,541,156	$2,596,265	$2,795,896
Contingencies			
Total Sources	$13,558,610	$14,279,087	$14,633,278

Narrative Explanation of Fiscal Impacts:

All County departments with AB 109-funded programs incorporated their portion of the Realignment budget into their respective FY 17-18 departmental budgets. Sonoma County's FY 17-18 Main AB 109 Subaccount allocation is $10,727,350. Additionally, Sonoma County expects to receive $298,119 in the District Attorney/Public Defender Subaccount and $150,000 in planning revenue, for a total of $11,175,469 in State base funding. Additionally, Sonoma County expects to receive $397,859 in FY 16-17 growth allocation funds by November 2017, for total fiscal year funding of $11,573,328. Reserve

funds from previous years' revenue surpluses will make up the remaining $2,705,759 in requested expenditures.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

All County departments with AB 109-funded activities included their requested positions in their respective FY 17-18 departmental budget submissions. For FY 17-18, the Community Corrections Partnership recommends funding for 59.45 Full-Time Equivalent positions, all of which are currently funded in the approved FY 16-17 budget.

Attachments:

- County of Sonoma Community Corrections Partnership Recommended Public Safety Realignment Implementation Plan for Fiscal Year 2017-18.
- *Sonoma County Criminal Justice System Master Plan 2015 Update* Executive Summary

Related Items "On File" with the Clerk of the Board:

None.

County of Sonoma
Community Corrections Partnership

Recommended Public Safety Realignment Implementation Plan

Fiscal Year 2017-18

June 6, 2017

Submitted by:

Sonoma County Community Corrections Partnership

CCP Executive Committee Members

David Koch
Chief Probation Officer
(Chair)

Jeffrey Weaver
Chief of Police, City of Sebastopol

Jill Ravitch
District Attorney

Kathleen Pozzi
Public Defender

Steve Freitas
Sheriff

Jose Guillen
Superior Court Executive Officer

Michael Kennedy
Director of Behavioral Health

Please direct questions or comments regarding this document to brad.hecht@sonoma-county.org.

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EXECUTIVE SUMMARY

This document presents the Sonoma County Community Corrections Partnership's (CCP's) recommended AB 109 Public Safety Realignment Implementation Plan for Fiscal Year 17-18.

Amid an increasingly challenging fiscal environment, this year's plan aims to achieve the CCP's objectives (right sidebar) of protecting the public while supervising realigned offenders who often have long criminal histories and face high levels of mental illness, substance abuse, unemployment, and homelessness. The next section highlights the CCP's primary considerations in constructing the FY 17-18 Plan:

- Budget Deficits and Service Reductions
- Stabilizing AB 109 Populations
- Minimizing Use of Jail Beds as Consistent with Public Safety
- Stabilization Services
- Day Reporting Center (DRC) Programming
- Expanding Reporting and Evaluation Capacity

The appendices that follow describe the individual programs and services that comprise the CCP's recommended FY 17-18 Plan and budget.

Sonoma County CCP Public Safety Realignment Implementation Plan Objectives

1. Reduce recidivism to enhance public safety.

2. Promote evidence-based programming and upstream investments in health, education, and human services to decrease the need for (and costs of) enforcement, prosecution, and incarceration.

3. Fund programs that align with both Sonoma County's strategic goals of enhancing public safety and investing in the future and with the tenets of the County's Criminal Justice Master Plan.

4. Minimize use of jail beds through utilization of detention alternatives in a manner that is consistent with public safety and that maintains the integrity of the criminal justice system.

5. Provide programming for offenders both in-custody, as well as out-of-custody, and use validated risk assessments to inform programming decisions and ensure continuity.

6. Operate a Day Reporting Center to serve as the central point of evidence-based programming to help offenders reintegrate into the community.

APPROACH TO SERVICES IN FY 17-18

Consistent with prior plans, this year's plan provides evidence-based rehabilitative programming for offenders in jail and in the community, promotes upstream investments, strives to maximize the amount of jail space available for those who require incarceration, and emphasizes public safety through all programming. Different this year is a growing emphasis on austerity and on systematic evaluation to measure efficacy and cost-effectiveness of funded programming.

Budget Deficits and Service Reductions

FY 16-17 marked a turning point in which a history of budget surpluses since 2011 became a substantial budget deficit. The primary reason for this turn is costs for existing programs have increased from year to year while revenues have remained mostly flat, except for in FY 15-16, when a one-time influx of $2.8 million forestalled what would otherwise have been a small budget deficit last year. Because of these forces, the CCP's approved FY 16-17 budget exceeds revenues by $2.6 million, while the recommended FY 17-18 budget exceeds projected revenues by $2.7 million and relies on reserve funds to maintain existing service levels. All told, the CCP reserve fund, which stood at $7.0 million at the beginning of FY 16-17, will be completely depleted by the end of FY 18-19 if all existing programs continue to be funded.

The CCP is taking a three-step approach to ensuring future budget stability. First, the recommended budget includes no new programs and eliminates three existing line items—funding for the Supervised Adult Crew, subsidies for domestic violence programs, and a restorative justice reentry pilot program. Second, the Chief Probation Officer has expanded the scope of the Detention Alternatives Subcommittee to review and make recommendations regarding all CCP-funded programs, not just those relating to detention alternatives. This committee began meeting in March 2017 and will continue meeting into FY 17-18 with the goal of identifying those budget cuts that would have the least detrimental effect on Sonoma County's criminal justice system. Some of these CCP-approved reductions will be taken during FY 17-18, while the remainder will be factored into balancing the FY 18-19 budget. The goal is to align available state revenue to a continuum of services meeting statutory requirements. Third, the CCP is pursuing alternative funding sources for some programming such as transitional housing and mental healthcare. Grant applications are underway for several services, and the CCP is attempting to secure Drug Medi-Cal subsidies for the Day Reporting Center's behavioral and substance abuse programs.

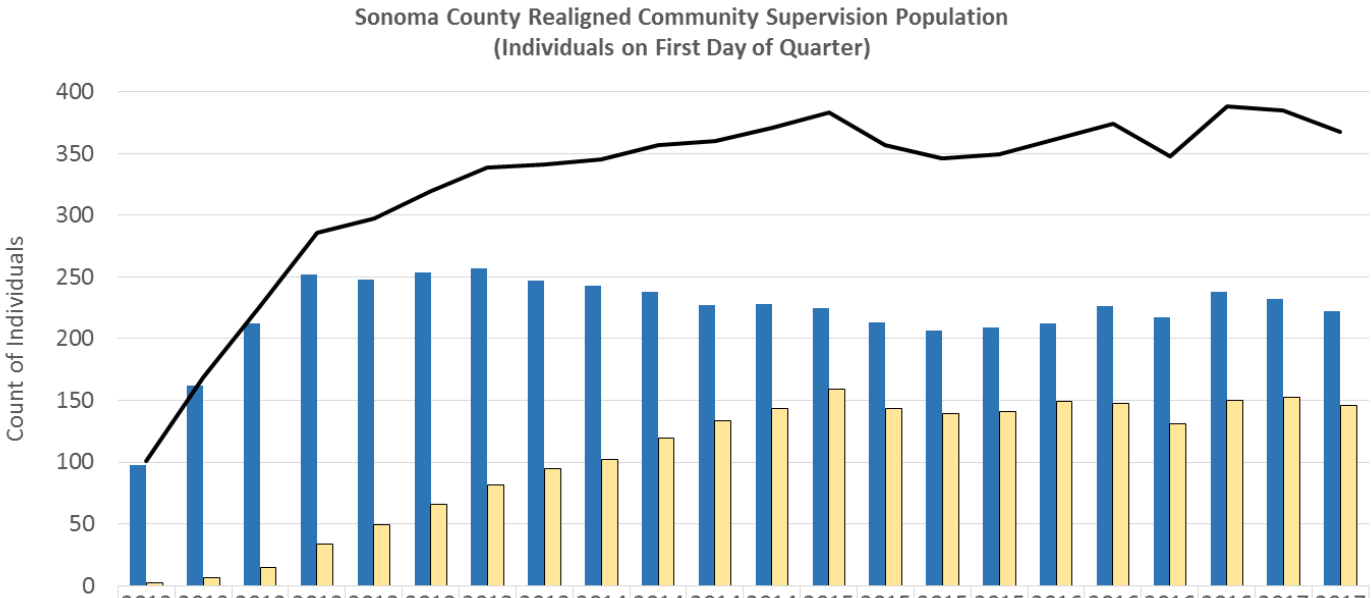
Despite these measures, the CCP may soon be unable to continue funding some programs that do not directly target realigned offenders, such as pre-trial release and mental health services. Unfortunately, cuts to these programs could increase incarceration rates and consequently increase overall costs to Sonoma County compared to less expensive and more rehabilitative community supervision alternatives. To prevent this unfavorable outcome, the CCP anticipates requesting County General Fund assistance in future years to sustain those critical criminal justice programs that AB 109 funds will be unable to cover.

Stabilizing AB 109 Populations

The overall realigned community supervision population steadily rose from October 1, 2011, when AB 109 legislation took effect, until the beginning of 2015, when the number of individuals began to stabilize in the mid to high three hundreds (Figure 1).

As the Mandatory Supervision (MS) population was increasing during 2013 and 2014, the Post Release Community Supervision (PRCS) population was declining. This pattern was expected as the initial influx of PRCS offenders declined, and newly convicted offenders eligible for PC 1170(h) sentencing were sentenced to county jail rather than being sent to prison, which effectively reduced the pool of individuals who might subsequently be eligible for PRCS. The PRCS population has remained in the low two hundreds since mid-2015.

Offsetting the earlier decreases in the PRCS population was a steady rise in the MS population as the courts increasingly utilized split sentencing (jail time followed by MS) and as the supervision portion of earlier sentences commenced. Since 2015 Q2, the MS population has stabilized at between 131 and 153 individuals.

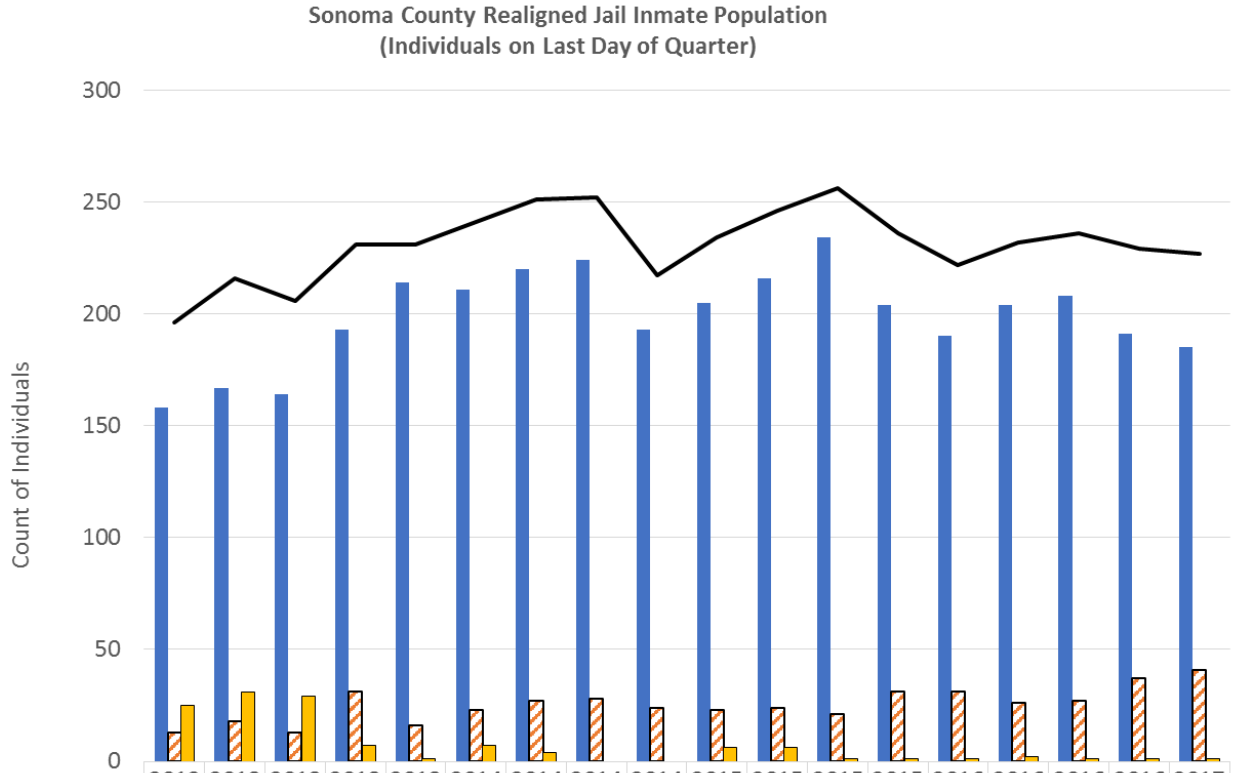


	2012 Q1	2012 Q2	2012 Q3	2012 Q4	2013 Q1	2013 Q2	2013 Q3	2013 Q4	2014 Q1	2014 Q2	2014 Q3	2014 Q4	2015 Q1	2015 Q2	2015 Q3	2015 Q4	2016 Q1	2016 Q2	2016 Q3	2016 Q4	2017 Q1	2017 Q2
PRCS	98	162	212	252	248	254	257	247	243	238	227	228	225	214	207	209	213	227	217	238	233	222
MS	3	7	15	34	49	66	82	95	102	119	134	143	159	144	139	141	150	147	131	150	153	146
Total	101	169	227	286	297	320	339	342	345	357	361	371	384	357	346	350	362	374	348	388	385	368

Figure 1: Realigned Community Supervision Population

Figure 2 shows the realigned jail inmate population. This population has remained mostly stable at an average of 236 individuals since September 2013. During this period, offenders serving sentences under PC 1170(h) have comprised 80 to 90 percent of the realigned inmates

and almost 20 percent of the total jail population. As of May 2017, overall realigned population comprises 21 percent of the total jail population.



	2012 Q4	2013 Q1	2013 Q2	2013 Q3	2013 Q4	2014 Q1	2014 Q2	2014 Q3	2014 Q4	2015 Q1	2015 Q2	2015 Q3	2015 Q4	2016 Q1	2016 Q2	2016 Q3	2016 Q4	2017 Q1
PC 1170(h)	158	167	164	193	214	211	220	224	193	205	216	234	204	190	204	208	191	185
PRCS Violation	13	18	13	31	16	23	27	28	24	23	24	21	31	31	26	27	37	41
Parole Violation	25	31	29	7	1	7	4	0	0	6	6	1	1	1	2	1	1	1
Total	196	216	206	231	231	241	251	252	217	234	246	256	236	222	232	236	229	227

Figure 2: Realigned Jail Inmate Population

The fluctuating populations of the earlier years complicated the CCP's program planning and implementation efforts as resource needs proved ever changing. Now that populations appear to have stabilized, so too has the quantity of resources needed, and the CCP can focus more on resource allocation. In the coming years, resource allocation decisions will be guided by data regarding program effectiveness, optimal timing and intensity of programming, and the types of offenders most likely to benefit. The expanding evaluation efforts discussed below will inform this process.

Minimizing Use of Jail Beds as Consistent with Public Safety

Many of the CCP's programs strive to manage the jail population such that high-risk individuals—both offenders and those awaiting trial—remain incarcerated while others may live in the community under appropriate levels of supervision.

Pre-Trial Program. Sonoma County's current pre-trial release program follows years of research to determine the types of defendants appropriate for release from custody as they await trial. The process begins with individualized risk assessments of pre-trial candidates. The results of these assessments, along with the nature of current charges, determine program eligibility. Upon release, defendants receive the proper level of supervision, ranging from simple court reminders for the lowest-risk individuals to more intensive supervision and electronic monitoring for higher-risk individuals.

Electronic Monitoring. In addition to supporting the pre-trial program, electronic monitoring technology also allows Probation and Sheriff's Office staff to supervise some offenders in the community who otherwise would require incarceration. The Probation program provides community supervision to higher-risk offenders who would require incarceration absent the benefit of electronic monitoring, while the Sheriff's program allows lower-risk inmates to serve a portion of their sentences under home confinement supervised via electronic monitoring. The Sheriff continues to develop early release programs to ease jail congestion without compromising public safety. Under any early release scenario, candidates must meet stringent criteria and receive supervision along with targeted programming.

Additionally, the following programs help offenders succeed as they return to the community.

In-custody programming. Programs such as job and life skills, parenting classes, anger management, academic education, and cognitive behavioral skills are designed to help offenders succeed in the community and avoid behaviors that typically lead to re-incarceration.

Jail-to-DRC transition. Most PRCS and MS inmates transition to the DRC upon release, and Sheriff and Probation staff coordinates release dates and identify offender needs to ensure safe and smooth transitions. Where appropriate, Probation DRC staff works with inmates at the Main Adult Detention Facility before their release to provide a head start in the program. As of March 2017, 12 inmates participate in this program. Despite anticipated funding reductions, Probation is examining ways to expand this "reach-in" effort.

Structured Violation Response. Probation is developing a response matrix that will effectively structure Probation Officer action when responding to violations and base these actions on assessment of risk, need, and severity of the violation. Operationalizing use of shorter jail stays (flash incarceration) in addition to electronic monitoring and work crews holds offenders accountable. Immediately directing them to intervention programs such as substance abuse treatment, mental health counseling, cognitive behavioral interventions, and aggression replacement training has been proven to reduce reliance on lengthier jail sentences and decrease recidivism. Probation anticipates implementing these practices in FY 17-18.

Stabilization Services

Offenders need a foundation of physical, mental, and financial stability before they can make the behavioral changes necessary to become productive, contributing citizens. For this reason,

the recommended budget includes investments in transitional housing, mental health treatment, benefits eligibility, and employment services.

Housing. CCP's primary transitional housing provider, InterFaith Shelter Network, operates several sober living residences where offenders may stay for up to 90 days, with short extensions granted as necessary. During this time, IFSN facilitates transition to permanent housing, provides counseling, and connects residents with needed behavioral health and substance use services.

Behavioral Health and Substance Use Disorder Services. Over $2 million of the recommended FY 17-18 budget will support direct and contracted behavioral health and substance use services to offenders in custody and in the community. Health Services, the Sheriff, and Probation will continue collaborating to ensure a continuum of treatment as offenders transition from jail to the DRC to the community.

Eligibility Worker and Employment Services. Human Services will continue connecting offenders with financial and medical benefits for which they are eligible and offer job skills training. Additionally, through an innovative partnership with Goodwill Industries, Human Services identifies employers willing to hire ex-offenders.

Day Reporting Center

The Day Reporting Center (DRC), a key recommendation of the Criminal Justice Master Plan, is Sonoma County's hub of evidence-based programming for adult offenders reentering the community from jail or prison. The current form of the DRC took shape in January 2015, when Probation took over operations from a vendor. Probation now staffs the DRC along with co-located system partners and service providers, and delivers a broad range of services designed to stabilize offenders and reduce recidivism events.

Cognitive Behavioral Interventions (CBI). CBI is an evidence-based practice developed by the University of Cincinnati Corrections Institute. CBI aims to change undesirable behaviors by examining and redirecting the thoughts and beliefs that underlie and precipitate those behaviors (the cognitive part), and simultaneously facilitates practicing and making habits of new skills and behaviors (the behavioral part).

Aggression Replacement Training (ART). The evidence-based ART curriculum promotes pro-social behavior by addressing factors that contribute to aggression. Participants learn pro-social skills, techniques to reduce and manage angry feelings, and explore moral reasoning scenarios that reinforce pro-social thoughts and choices.

Mental Health and Substance Abuse Assessment and Treatment. Embedded Health Services staff conducts substance abuse assessments. As appropriate, offenders are referred to outpatient substance abuse groups held at the DRC, residential treatment, or inpatient treatment. Health Services staff also conducts mental health assessments to ascertain

offenders' needs for mental health stabilization, refers participants to appropriate community services, and screens candidates for CCP-funded transitional housing resources.

Employment Services. Embedded Human Services staff assists offenders in obtaining employment through individual assessments of their job skills, workshops, and individual guidance in job search techniques, resume writing, and interviewing skills.

Eligibility Services. Embedded Human and Health Services staff provides eligibility services to help DRC participants obtain public assistance benefits for which they may be eligible, including Medi-Cal, CalFresh, General Assistance, and Supplemental Security Income.

The DRC was designed to serve 150 participants. As of April 2017, it serves 177 participants, plus 8 additional reach-in participants in jail. The entire curriculum typically takes about one year to complete.

Expanding Reporting and Evaluation Capacity

Three important initiatives are currently underway to expand reporting abilities and better understand the outcomes of our programs.

Data Evaluation and Analysis Consultant. Last year, we reported on efforts to determine the impact of realigned populations on county resources, as well as the outcomes of AB 109-funded programs and services. We are pleased to have selected Oakland-based Resource Development Associates (RDA) for this important work, and the firm has already completed the first task of developing a scalable evaluation plan. This plan followed extensive interviews that RDA had with criminal justice personnel, community-based organizations, and Board members to determine their interests and concerns.

The CCP reviewed the scalable plan and included the following evaluation activities in the recommended FY 17-18 budget:

- System-Level Process Evaluation. RDA will assess the fidelity to design with which AB 109-funded programs have been implemented. This evaluation will help the CCP understand how well its plan is being executed and whether program refinements are necessary.

- Cost Analysis. RDA will compare CCP funding levels to the identified needs of the AB 109 population. This analysis will help the CCP determine the degree to which funding allocations match funding needs.

- Recidivism Analysis. RDA will begin studying recidivism trends and whether funded programs, as a whole, are affecting recidivism. This analysis will help the CCP target services to specific populations or time periods after release and determine overall program effectiveness.

- Day Reporting Center Evaluation. RDA will study the degree to which DRC programs are being implemented with fidelity to design. This preliminary evaluation will serve as a precursor to outcome evaluations in future years.

Offender Outcomes Data Report. The CCP is continuing to construct what will be the most comprehensive realignment recidivism report ever in Sonoma County. The quarterly report will have a separate section for each of the main offender populations—PRCS, PC 1170(h), and formal probation—with recidivism data for each population as measured by arrests, formal complaints filed, and convictions during supervision and during the first year following supervision or incarceration. The report will also cover formal revocations and types of crimes committed. A final section will review efficacy data for programs such as the Day Reporting Center, transitional housing, electronic monitoring, and services offered through the departments of Health and Human Services.

University of California Study at the DRC. Probation is honored to have been selected by criminal justice researchers at UC Berkeley and UC Irvine to study efficacy of its Cognitive Behavioral Interventions curriculum in reducing recidivism among mentally ill offenders. Sonoma County's DRC was selected because of the high quality of its CBI implementation. The study, expected to last four years, will provide valuable information, as about half of DRC participants have a mental illness. A grant from the Laura and John Arnold Foundation funds this important study.

Combined, these three initiatives will provide rich sources of information to guide investments and decision-making in the years to come.

APPENDIX A: BUDGET AND PROGRAM OVERVIEW

FY 17-18 Realignment Budget

The CCP's recommended FY 17-18 budget for public safety realignment assumes state revenues of $17,196,565 from five sources: (1) projected carry-over of $5,513,743 in unspent prior year realignment funds; (2) an annual FY 17-18 subaccount revenue allocation of $10,727,350; (3) an annual District Attorney/Public Defender state subaccount revenue allocation of $298,119; (4) a planning allocation of $150,000; and (5) estimated net growth revenues of $507,354, after subtracting 10 percent of growth, which beginning with growth funds attributable to FY 15-16, shall transfer to a Local Innovation Subaccount per State statute. Of the total anticipated revenues for FY 17-18, the CCP recommends that **$14,279,087** be allocated to fund FY 17-18 programs and services. The estimated surplus of $2,917,478 will be held in reserve for programming in future years (Table 1).

Sonoma County AB 109 Revenue and Expenditures							
	FY 11-12	**FY 12-13**	**FY 13-14**	**FY 14-15**	**FY 15-16**	**FY 16-17***	**FY 17-18**
Main AB 109 Subaccount	$3,240,428	$9,027,459	$10,723,455	$9,657,516	$9,732,986	$10,208,294	$10,727,350
DA/PD Subaccount	$116,154	$136,028	$159,321	$147,723	$227,586	$261,301	$298,119
Planning	$378,650	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000
Main AB 109 Growth	$0	$526,222	$634,193	$4,530,253	$371,092	$405,247	$516,782
10% Main AB 109 Growth to Local Innovation Subaccount	$0	$0	$0	$0	($37,109)	($40,525)	($51,678)
DA/PD Growth	$0	$53,888	$45,618	$67,709	$33,712	$36,818	$46,944
10% DA/PD AB 109 Growth to Local Innovation Subaccount	$0	$0	$0	$0	($3,371)	($3,682)	($4,694)
Prior Year Rollover	$0	$1,317,764	$3,881,593	$5,564,024	$8,870,355	$7,734,635	$5,513,743
Total Revenue	**$3,735,232**	**$11,211,362**	**$15,594,180**	**$20,117,224**	**$19,345,250**	**$18,752,089**	**$17,196,565**
Less Expenditures	($2,417,468)	($7,329,769)	($10,030,156)	($11,246,870)	($11,610,615)	($13,238,346)	($14,279,087)
Reserve	***$1,317,764***	***$3,881,593***	***$5,564,024***	***$8,870,355***	***$7,734,635***	***$5,513,743****	***$2,917,478***
CCP Budget	$3,361,500	$9,552,756	$12,524,548	$12,609,797	$12,963,527	$13,558,610	$14,279,087

Table 1: AB 109 Revenues and Expenditures

* Growth revenues for FY 16-17 and all revenue sources for FY 17-18 are estimated as of April 2017.

** The FY 16-17 projected reserves will change based on actual FY 16-17 expenditures and growth fund allocations.

Budget Changes between FY 16-17 and FY 17-18

Compared to FY 16-17, the overall FY 17-18 recommended budget increases by 5.3% from $13,558,610 to $14,279,087, due mostly to cost of living-related increases for continuing programs (Table 2).

(a)	(b)	(c)	(d)	(e) = (a) + (b) + (c) + (d)
FY 16-17 CCP Approved, including mid-year additions	FY 17-18 Reduced or Eliminated Programs	FY 17-18 Expanded Programs	FY 17-18 Net Changes for Continuing Programs	FY 17-18 CCP Approved
$13,558,610	($272,000)	$193,000	$799,477	$14,279,087

Table 2: Summary of Funding Changes between FY 16-17 and FY 17-18

The CCP reduced one program, Young Adult Restorative Justice, by $30,000, and eliminated three programs: Probation's Supervised Adult Crew ($200,000), domestic violence programming ($7,000), and a restorative justice pilot program ($35,000). The CCP added no new programs but did increase the capacity of two programs: The evaluation budget for RDA, discussed above, increased by $120,000, as its work transitions from planning to intensive evaluation. The remaining $73,000 in increased programming costs will expand electronic monitoring capacity, which the CCP expects to result in net reduced costs for Sonoma County, as some lower-risk offenders who would otherwise be incarcerated can instead be monitored less expensively in the community with GPS tracking. Finally, increased costs for existing programs, due mostly to salary and benefit increases, add $799,477 to the recommended FY 17-18 budget.

Program Overview

This overview summarizes the FY 17-18 Realignment Implementation Plan, itemized by the eight major categories that comprise the $14,279,087 recommended program budget (Figure 3). Brief descriptions of each major category appear below Figure 3, and Appendix B provides program details.

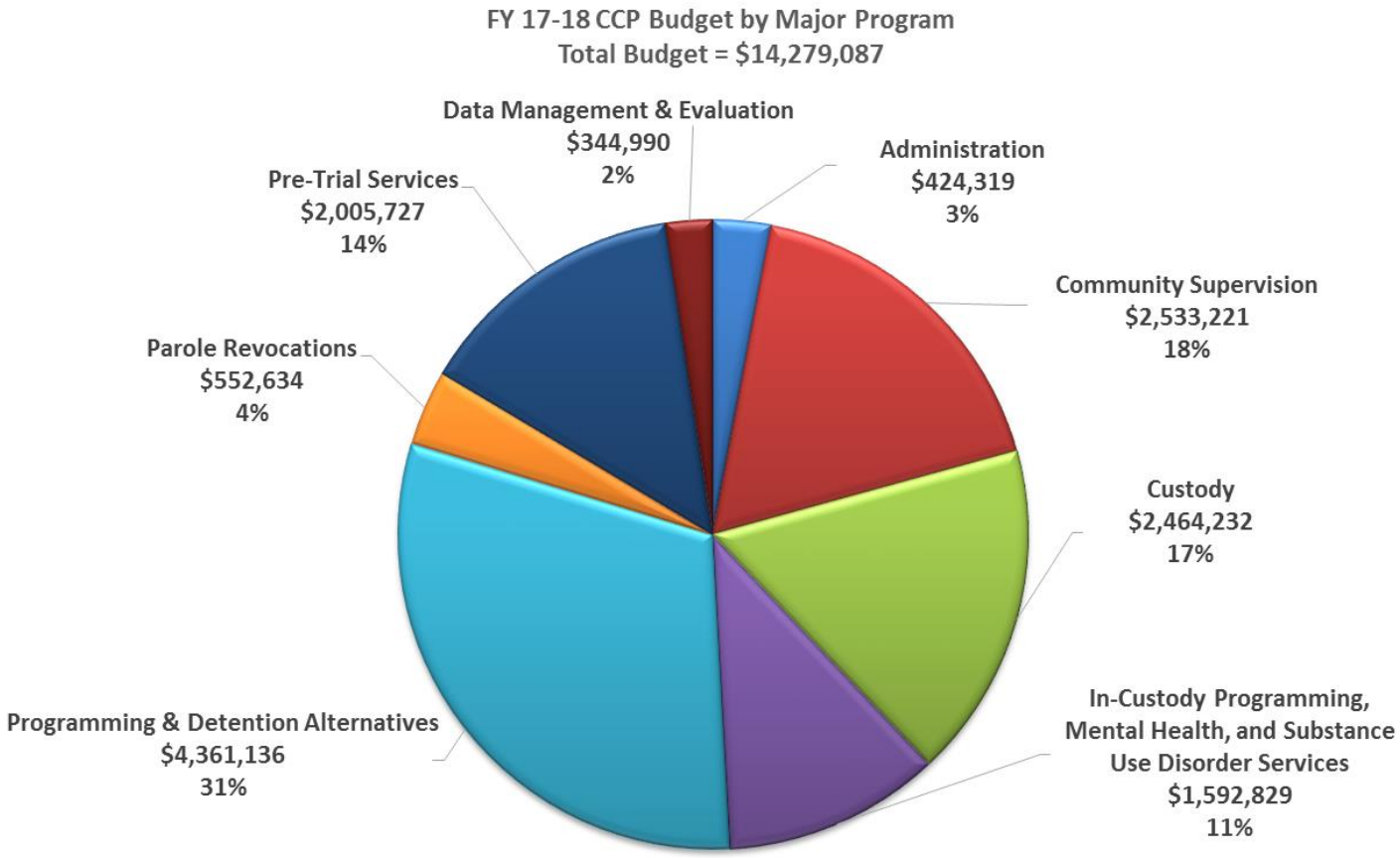


Figure 3: FY 2016-17 CCP Budget by Major Program

1) **Administration - $424,319 (3% of total budget)**. Provides administrative, budgetary, legal, and analytical support to the CCP.

2) **Community Supervision - $2,533,221 (18% of total budget)**. Supervision of realigned offenders in Sonoma County.

3) **Custody - $2,464,232 (17% of total budget)**. Jail units for realigned inmates.

4) **In-Custody Programming, Mental Health, and Substance Use Disorder Services - $1,592,829 (11% of total budget)**. Rehabilitative programming for realigned and other jail inmates.

5) **Out-of-Custody Programming and Detention Alternatives - $4,361,136 (31% of total budget)**. Programs and services that support realigned offenders under community supervision, such as the Day Reporting Center, transitional housing, mental health and substance use disorder treatment, employment training, and educational assistance. Also includes detention alternatives that facilitate reduced jail bed usage. This recommended budget eliminates funding for the Supervised Adult Crew, domestic violence, and restorative justice re-entry programs, and halves funding for the Young Adult Restorative Justice program compared to FY 16-17.

6) **Parole Revocation Hearings - $552,634 (4% of total budget)**. Funds District Attorney and Public Defender staff needed to handle the additional workload created by transferring the parole revocation hearings process from the State Board of Parole Hearings to local courts. State apportionments dedicated to parole revocation hearings fund 52 percent of this budget, and the CCP funds the remaining 48 percent.

7) **Pre-Trial Services - $2,005,727 (14% of total budget)**. Provides universal front-end screening for all persons booked into jail, supports jail management, provides community supervision for defendants awaiting trial, reduces pre-trial failure, and facilitates efficient case processing.

8) **Data Management - $344,990 (2% of total budget)**. Services to capture, analyze, and report data pertaining to AB 109 offenders, including the first year of funding for Resource Development Associates to evaluate CCP-funded programs for fidelity to design, cost, and overall effectiveness.

APPENDIX B: PROGRAM DESCRIPTIONS AND BUDGETS

Appendix B reviews the programs and services that comprise the CCP's recommended FY 17-18 realignment budget. Table 3 shows the budget by major program category.

Major Program	County FTE	FY 17-18 Budget
Administration	2.0	$424,319
Community Supervision	14.0	$2,533,221
Custody	10.0	$2,464,232
In-Custody Programming, Mental Health, and SUD Services	2.5	$1,592,829
Programming & Detention Alternatives	17.5	$4,361,136
Parole Revocation Hearings	3.5	$552,634
Pre-Trial Services	10.0	$2,005,727
Data Management & Evaluation	0.0	$344,990
Total	**59.5**	**$14,279,087**

Table 3: Budget Summary by Major Program

Note: *Appendices D and E provide alternate views of the budget (by major program and by department).*

Administration

The Administration major program area includes administrative, budgetary, and analytical support to the CCP. Table 4 summarizes the CCP's recommended budget for Administration, and the following sub-sections describe each program.

Department	Program Description	County FTE	FY 17-18 Budget
Probation	Probation Department Analyst	1.0	$151,687
Probation	Business Systems Analyst	0.0	$74,741
Sheriff	Sheriff Department Analyst	1.0	$147,891
County Counsel	Legal Support	0.0	$50,000
Administration Total		**2.0**	**$424,319**

Table 4: Administration Budget

Probation Department Analyst

Program Overview: The Department Analyst provides administrative support to the CCP such as preparing budget documents and coordinating budget development; tracking and forecasting budget performance; drafting and administering requests for proposals, contracts, and Board items; and producing a variety of budget and population data reports for internal and external stakeholders, including this annual Public Safety Realignment Implementation Plan, the Board of State and Community Corrections' annual CCP Survey, and the quarterly Offender and Pre-Trial Services Data Report.

FY 17-18 Budget: $151,687 to fund 1.0 FTE Department Analyst.

Business Systems Analyst

Program Overview: The Business Systems Analyst identifies and implements information technology solutions needed to support Probation's evidence-based practices initiatives, increases efficiency of offender case management practices, and creates data analyses and reports. The position analyzes Probation processes and needs in relation to information technology; determines specifications for information technology solutions; evaluates business processes related to adaptation of technology; works with ISD to recommend software applications; and conducts end-user testing of systems. In FY 16-17, the Business Systems Analyst improved integration of data between the Court and Probation systems for tracking Mandatory Supervision cases; created a data extract for reporting and analyzing pre-trial risk assessment and pretrial supervision; and improved the functionality and availability of data for tracking client participation and outcomes at the Day Reporting Center.

FY 17-18 Budget: $74,741 to fund 0.5 FTE Business Systems Analyst. (General Fund contributions fund the other half of this full-time position.)

Sheriff Department Analyst

Program Overview: The Sheriff's Office Department Analyst performs fiscal management, contract management, reporting activities, analysis of the Sheriff's AB 109 programs and services, and compilation of statistical data to analyze the impact of realignment on detention operations.

FY 17-18 Budget: $147,891 to fund 1.0 FTE Department Analyst.

Legal Support

Program Overview: County Counsel provides legal services upon request by the CCP or member agencies on realignment issues, including reviewing vendor contracts, analyzing issues, and providing legal opinions on the interpretation and application of various realignment statutes.

FY 17-18 Budget: $50,000 to cover ad-hoc legal support performed by existing County Counsel staff.

Community Supervision

The Community Supervision major program area includes all programs and services that involve monitoring out-of-custody realigned offenders in the local community. Table 5 summarizes the CCP's recommended budget for the Community Supervision program category, and the following sub-sections provide supporting information for each program.

Department	Program Description	County FTE	FY 17-18 Budget
Probation	AB 109 Supervision Unit	13.0	$2,253,132
Probation	Supervision Unit Office Rent	0.0	$17,000
Sheriff	Detective	1.0	$261,089
Probation	Offender Needs Fund	0.0	$2,000
Community Supervision Total		**14.0**	**$2,533,221**

Table 5: Community Supervision Budget

AB 109 Supervision Unit, Supervision Unit Office Rent, and Detective

Program Overview: In collaboration with the Sheriff's Office, the Probation Department provides community supervision for the Post-Release Community Supervision and Mandatory Supervision populations, attempting to maintain an officer-to-offender caseload ratio of 1:35. A Sheriff's Detective, co-located at the Adult Probation office, supports Probation's Intensive Supervision Unit.

FY 17-18 Budget: Probation's budget of $2,272,132 will fund the following 13.0 FTE positions: 2.0 FTE Probation Officer IV (supervisors), 9.0 FTE Probation Officer III, 1.0 FTE Probation Officer II, and 1.0 FTE Legal Processor. If the AB 109 supervision population exceeds the threshold of 350 active offenders for an extended period of time during FY 17-18, Probation may request additional funds from the CCP for a 1.0 FTE Probation Officer III. However, in FY 17-18, Probation will review the current supervision ratio standards to determine whether Probation Officers can supervise additional offenders without compromising public safety. The estimated budget includes training, vehicles, communications, office supplies, and other related administrative expenses. Probation's budget also includes $17,000 for office leasing costs for Probation's Field Supervision Unit. Probation expects to relocate this unit in FY 17-18; therefore, actual leasing costs are unknown but estimated at less than $100,000. The Sheriff's budget of $261,089 funds 1.0 FTE Deputy Sheriff II Detective, overtime, vehicle, and supplies.

AB 109 Offender Needs Fund

Program Overview: This fund, administered by Probation, helps Post-Release Community Supervision and Mandatory Supervision offenders purchase stabilizing items, such as identification cards, birth certificates, and medications.

FY 17-18 Budget: $2,000 petty cash fund.

Custody

The Custody major program area includes all programs and services needed to house realigned inmates in jail. Table 6 summarizes the CCP's recommended budget for the Custody program category, and the following sub-sections describe each program.

Department	Program Description	County FTE	FY 17-18 Budget
Sheriff	Jail Unit 1	8.0	$1,745,741
Sheriff	Jail Unit 2	0.0	$361,277
Sheriff	SERT Training	0.0	$28,933
Sheriff	Senior Legal Processor	1.0	$132,380
Sheriff	Inmate Transportation Deputy	1.0	$195,901
Custody Total		**10.0**	**$2,464,232**

Table 6: Custody Budget

Jail Unit

Program Overview: The Sheriff's Office re-opened a jail unit at the North County Detention Facility (NCDF) in March 2012 to accommodate the influx of realigned inmates. The unit will remain open through FY 17-18. In addition to the PC 1170(h) inmate population, state parolees also serve their revocation periods (up to 180 days) in county detention facilities. Prior to realignment, inmates in local custody on parole violations were sent to state prison within a week to serve any revocation sentence. There were an average of 248 realigned offenders in county detention facilities during the first half of FY 2016-17.

Detention managers anticipate that an additional unit, jail unit 2, will need to be open for approximately five months of FY 17-18, when population levels typically spike. However, Probation expects that a violation response matrix, currently under development, will reduce lengths of incarceration for probation violations, which may reduce pressure on the jail. The matrix will indicate lengths of flash incarceration for Post Release Community Supervision, Mandatory Supervision, and probation violations[1]. Funds to operate unit 2 are included in the recommended budget. The unit is staffed by one Correctional Deputy 24 hours a day on overtime, and a second Correctional Deputy for 12 hours per day.

FY 17-18 Budget: $1,745,741 to fund the following 8.0 FTE positions, plus overtime, meals, inmate clothing, and household supplies necessary to operate one NCDF jail unit: 4.0 FTE Correctional Deputy, 2.0 FTE Legal Processor, 1.0 FTE Detention Assistant, and 1.0 FTE Cook.

[1] Until recently, state law allowed flash incarceration of individuals on Post Release Community Supervision but not on Mandatory Supervision or probation. Senate Bill 266, passed in September 2016, allows flash incarceration of up to 10 days of these populations by counties that have developed a response matrix of graduated sanctions for probation violations. Flash incarceration benefits rehabilitation by allowing probation departments to impose swift sanctions for violations. By contrast, without a flash incarceration option, probation departments must address serious violations via court-ordered sentence revocation, a much lengthier process that disrupts offenders' lives and delays rehabilitation efforts.

Specialized Emergency Response Team Training

Program Overview: The Sonoma County Sheriff's Specialized Emergency Response Team (SERT) is responsible for high-risk emergency response within the jail facilities, which includes incidents involving armed inmates, cell extractions, major inmate disturbances, high security searches, escape attempts, riots, and hostage incidents. The team is specifically trained in current emergency response techniques and tactics, including use of specialized equipment, to resolve jail emergencies and maintain the safety and security of the facility, staff, inmates, and the public. The SERT team trains monthly to keep updated on these tactics.

FY 17-18 Budget: $28,933 to fund training, equipment, and premium pay for new members.

Senior Legal Processor

Program Overview: The Senior Legal Processor reviews release paperwork for AB 109 inmates. Calculating release dates takes about four times longer for PC 1170(h) cases than for non-PC 1170(h) cases because of additional factors that need to be considered in the calculations.

FY 17-18 Budget: $132,380 to fund 1.0 FTE Senior Legal Processor.

Inmate Transportation Deputy

Program Overview: The Inmate Transportation Deputy transports inmates from detention facilities to medical care facilities for reasons such as emergency room visits, specialized treatments, and oral and medical surgeries; performs extraditions resulting from PRCS warrants; and may transport inmates to detention facilities in other counties to increase capacity in Sonoma County. The total average additional transportation time because of AB 109 is 41 hours per week.

FY 17-18 Budget: $195,901 to fund 1.0 FTE Inmate Transportation Deputy.

In-Custody Programming

The In-Custody Programming major program area includes all programs and services that provide rehabilitation for jail inmates. Table 7 summarizes the CCP's recommended budget for this major program category, and the following sub-sections describe each program.

Department	Program Description	County FTE	FY 17-18 Budget
Sheriff	Program Sergeant	1.0	$210,756
Sheriff	Jail Programs	0.0	$142,564
Health	Starting Point SUD Services	1.5	$269,074
Sheriff	In-Custody Mental Health	0.0	$482,672
Sheriff	PC 1370 Restoration Services	0.0	$487,763
In-Custody Programming Total		**2.5**	**$1,592,829**

Table 7: In-Custody Programming Budget

Program Sergeant

Program Overview: The Inmate Program Sergeant is tasked with providing educational opportunities, rehabilitative programming, job skills training, and the delivery of faith-based support to thousands of inmates on an annual basis. The Program Sergeant collaborates with local non-profit and faith-based organizations to achieve maximum volunteer instruction and support, supplemented by contractual agreements with many of the same organizations to achieve increased access and dosage.

FY 17-18 Budget: $210,756 to fund 1.0 FTE Correctional Sergeant.

Jail Programs

Program Overview: The Sheriff's Office is committed to the development and delivery of evidence-based in-custody programs and services for inmates to reduce recidivism. Contracted services include job and life skills, parenting classes, anger management, adult academic education, and cognitive behavioral skills therapy. During 2015, 1,838 inmates attended inmate programs, 221 of whom were AB 109 inmates. In 2016, milestone incentives under Penal Code 4019 have been implemented to increase AB 109 inmate participation in inmate programs. In an effort to increase AB 109 inmate access to in-custody programs, an electronic tablet-based educational platform with secure connectivity was implemented in FY 16-17. The platform also serves to collect data for evaluation and decision-making purposes.

FY 17-18 Budget: $142,564 to fund the jail programs contracts.

Starting Point Substance Use Disorder Services

Program Overview: Starting Point provides a means for incarcerated offenders to initiate drug and alcohol treatment. Behavioral Health counselors provide substance use disorder services in

the jail to substance abusing inmates. The program offers relapse prevention, anger management, and life skills instruction, as well as a cognitive program designed to reduce criminal thinking, enabling participants to identify their destructive lifestyle, patterns of drug abuse, and criminal behavior. Evidence-based practices and other cognitive behavioral techniques are key components of the curriculum.

FY 17-18 Budget: $269,074 to fund 1.0 FTE Behavioral Health Clinician and 0.5 FTE AODS Counselor, staff training, and purchase of instructional materials and supplies.

In-Custody Mental Health Services

Program Overview: Through a service contract, the Sheriff's Office will provide mental health services for realigned inmates in the jail. In addition to providing essential mental health care to realigned inmates, mental health staff may assess any PC 1170(h) inmates who appear to need behavioral health services. Assessed PC 1170(h) inmates may subsequently be referred for medication evaluations. Inmates found to have alcohol and other drug services or mental health needs are referred to follow-up services. Upon release from custody, PC 1170(h) inmates who require follow-up services are referred to the embedded Probation team or to a treatment provider.

FY 17-18 Budget: $482,672 to fund medications, supplies, and contracts to provide inmates with mental health and reentry services.

Penal Code 1370 Restoration Services

Program Overview: Penal Code 1370 states that defendants found mentally incompetent shall have their trial or judgment suspended until they become mentally competent. If the defendant is found mentally competent, the criminal process shall resume, the trial on the offense charged shall proceed, and judgment may be pronounced. The PC 1370 team provides evidence-based interventions designed to restore misdemeanant defendants to competency so that they can participate in the legal process and have their cases adjudicated, thus reducing time spent in custody. Mental health staff assigned to this program reports the statuses of the restorations to the court, as required by law. The PC 1370 team intensively case manages and engages this high-risk population in treatment services while in custody and makes referrals to the appropriate out-of-custody mental health services when cases are resolved. Individuals who are not restored typically have their charges dropped with a resulting referral into services.

FY 17-18 Budget: $487,763 to fund inmate mental health care contract costs for PC 1370 misdemeanor restoration services.

Out-of-Custody Programming and Detention Alternatives

The Out-of-Custody Programming and Detention Alternatives major program area includes evidence-based programs and services that support realigned offenders under community supervision, such as substance use disorder treatment, employment training, and educational assistance. This category also includes detention alternatives that allow Sonoma County to minimize use of traditional jail beds. Table 8 summarizes the CCP's recommended budget for this major program, and the following sub-sections describe each program.

Department	Program Description	County FTE	FY 17-18 Budget
Probation	Day Reporting Center	10.0	$1,826,402
Probation	GED Preparation & Testing	0.0	$49,827
Probation	Transitional Housing	0.0	$300,244
Probation	Electronic Monitoring Contract	0.0	$252,000
Sheriff	Electronic Monitoring Staff & Contract	2.0	$470,068
Health	Community Mental Health Services	1.5	$242,581
Health	AODS SUD Services	1.0	$213,461
Health	Outpatient SUD at DRC	0.0	$45,850
Health	SUD Contract Services	0.0	$261,442
Human Services	Employment & Eligibility Services	2.0	$230,571
Human Services	Business Representative Contract	0.0	$58,000
Human Services	General Assistance Subsidy	0.0	$70,000
Probation	DUI Court PO Support	1.0	$164,845
Superior Court	DUI Court Administration	0.0	$48,645
Probation	Young Adult Restorative Justice	0.0	$30,000
Superior Court	PC 1368 Competency Assessments	0.0	$97,200
Programming & Detention Alternatives Total		**17.5**	**$4,361,136**

Table 8: Out-of-Custody Programming and Detention Alternatives Budget

Day Reporting Center

Program Overview: The Day Reporting Center provides a detention alternative for adult offenders who meet the program criteria and serves as the central point of evidence-based programming for realigned and felony probationers. Services include cognitive behavioral intervention programs, life skills, vocational skills, and substance abuse treatment.

FY 17-18 Budget: $1,826,402 to fund the following 10.0 FTE positions: 1.0 FTE Probation Officer IV (supervisor), 2.0 FTE Probation Officer III, 4.0 Probation Officer II, 1.0 FTE Administrative Aide, and 2.0 FTE Probation Assistant. Additionally, Probation will re-direct a general funded Probation Assistant position to the Day Reporting Center to increase capacity. This funding also covers facility rent, utilities, maintenance, and services and supplies.

GED Preparation and Testing Services

Program Overview: This Day Reporting Center program provides tutoring, preparation, and testing for the General Equivalency Diploma. Santa Rosa Junior College will provide these services in FY 17-18.

FY 17-18 Budget: $49,827 to cover materials and administrative costs.

Transitional Housing

Program Overview: Probation contracts with InterFaith Shelter Network (IFSN) to provide transitional residential services to homeless offenders who meet the program criteria. Transitional housing participants are those who would otherwise be living marginally in the community, with little or no support, and who are at increased risk to recidivate without housing support. CCP's FY 17-18 recommended budget funds 26 beds dedicated for referrals from Probation and 4 beds that Probation can secure on an as-needed basis. The over-arching goal of the program is to reduce recidivism and enhance public safety. In addition to providing a secure, sober living environment, transitional housing providers also assist offenders in transitioning to permanent housing, and provide other supportive services to help offenders stabilize their lives, such as case management, counseling, employment preparation, and referrals to substance abuse recovery and benefits assistance programs.

FY 17-18 Budget: $300,244 to cover contract costs.

Electronic Monitoring Program

Program Overview: Electronic monitoring is a critical tool used by law enforcement to increase public safety when monitoring offenders in the community, and it provides a cost-effective detention alternative to help manage the jail population. The Electronic Monitoring Program (EMP) is jointly administered by the Sonoma County Sheriff's Office and Probation Department. It contains both offender-funded and agency-funded program components. Both program components involve electronic monitoring of offenders on radio frequency, alcohol monitoring, and GPS devices. The Sheriff's offender-funded program serves low-risk offenders and is run by the vendor, which waives program fees of indigent persons numbering up to 10 percent of the total number of program participants at any given time. Realignment funds will cover program fees for any additional indigent participants. Realignment funds cover all of Probation's agency-funded populations, including individuals classified as Post-Release Community Supervision, Mandatory Supervision, Work Furlough, and Pre-Trial. A Correctional Sergeant and Correctional Deputy assigned to the Sheriff's EMP review the jail population for EMP candidates; review out-of-custody defendants sentenced with stay dates for EMP eligibility; identify program requirements for each participant; respond to program violations; and serve as liaisons with contracted providers, Probation, and the courts.

The Sheriff's Office and Probation seek to expand the use of electronic monitoring to manage the sentenced offender population in custody and as a sanctioning tool for use with probationers who violate conditions of supervision.

FY 17-18 Budget: The Sheriff's budget of $470,068 covers the 2.0 FTEs assigned to administer the EMP: 1.0 FTE Correctional Sergeant and 1.0 FTE Correctional Deputy, plus overtime, cell phones, equipment, and supplies. Probation's budget of $252,000 covers costs for BI Incorporated to operate the agency-funded program.

Community Mental Health Services

Program Overview: The following 1.5 FTE Behavioral Health employees are embedded at Probation's Adult Division office: 1.0 FTE Licensed Clinical Social Worker or Marriage Family Therapist and a 0.5 FTE Eligibility Worker. The Marriage Family Therapist conducts mental health assessments for individuals referred by Probation staff and subsequently refers individuals to appropriate services. The Eligibility Worker assesses individuals who need mental health services to determine their eligibility for benefits (e.g., Medi-Cal, County Medical Services Program, Social Security Insurance, CalFresh, and related programs). Embedding these services in Probation creates system efficiencies, improves inter-departmental communication, and enhances offenders' access to needed services.

FY 17-18 Budget: $242,581 to fund Behavioral Health staff.

Community Substance Use Disorder Services

Program Overview: The Department of Health Services assigns a Substance Use Disorder Specialist to the Probation Office to assist with the assessment, referral, and case management of substance abusing realigned offenders.

FY 17-18 Budget: $213,461 to fund 1.0 FTE Substance Use Disorder Specialist.

Outpatient Substance Use Disorder Contract Services at DRC

Program Overview: The DRC outpatient program is modeled after outpatient Drug Medi-Cal (DMC) programs currently run by the Drug Abuse Alternatives Center and California Human Development, two community-based organizations with which Health Services holds contracts. Health Services and Probation originally expected to open an RFP for a provider in FY 15-16. Due to delays in determining how the program would be structured, this process is anticipated to occur in the coming year. As a requirement of the RFP, the provider will be DMC-certified and will assist in the process of certifying the DRC as a DMC satellite site. Once DMC certification is complete, the CCP expects that Federal Financial Participation (FFP) will fund a large portion of program costs, with the CCP funding only the local match portion.

FY 17-18 Budget: $45,850 to cover contract costs for outpatient services at the DRC, assuming that FFP will cover an equal amount.

Substance Use Disorder Contract Services

Program Overview: The Department of Health Services contracts with local providers for residential, outpatient, and narcotic treatment services for substance-abusing AB 109 offenders. The funding provides access to a continuum of care for AB 109 offenders that includes residential and outpatient services. The program assesses and refers offenders to an existing network of substance use disorder providers.

FY 17-18 Budget: $261,442 to cover contract costs.

Employment and Eligibility Services

Program Overview: The Human Services Department staffs an Employment and Training Coordinator to provide a single point of contact for Job Link services to work with AB 109 offenders. This position will work in the DRC for ease of client accessibility in collaboration with Probation, the Department of Health Services, residential and outpatient services, and other partner agencies. The Coordinator provides vocational plans for clients and coordinates training (paid for by Job Link), as appropriate. An Eligibility Specialist II assigned to the program coordinates economic assistance by receiving eligibility applications from the Department of Health Services to ensure fast processing. The Eligibility Specialist takes additional applications and determines eligibility for Medi-Cal, County Medical Services Program, CalFresh, and General Assistance, and subsequently makes appropriate referrals.

FY 17-18 Budget: $230,571 to fund 1.0 FTE Employment and Training Coordinator and 1.0 FTE Eligibility Worker II.

Business Representative

Program Overview: Through a contract with Goodwill Industries of the Redwood Empire, a Business Representative meets with local employers to identify appropriate jobs for the AB 109 population. The Business Representative collaborates with the Employment and Training Coordinator referenced above.

FY 17-18 Budget: $58,000 to fund contract costs.

General Assistance

Program Overview: The Human Services Department provides General Assistance (GA) benefits to qualifying individuals. Human Services is reimbursed funding from GA expended on behalf of AB 109 offenders during their term of active community supervision. (GA is otherwise funded primarily through the County General Fund.)

FY 17-18 Budget: $70,000 to fund program costs.

DUI Treatment Court Probation Officer and Administration

Program Overview: The DUI Treatment Court targets offenders with one or two prior convictions and first-time offenders who exhibit high-risk behaviors. The program includes intensive supervision, weekly judicial reviews, continuous alcohol monitoring devices, and alcohol treatment services. An interdisciplinary team of Superior Court staff, treatment providers, probation professionals, representatives of the District Attorney and Public Defender offices, County treatment experts, and judicial officers administer the program. The DUI Treatment Court employs a four-phase, graduated treatment program of counseling, drug testing, incentives, and sanctions.

Program participants attend counseling sessions, self-help meetings, and the County Drunk Driver Program and are subject to regular random drug and alcohol testing. A Probation Officer monitors compliance, links participants to county services, provides guidance to increase the likelihood of success, and when necessary, arrests participants for violations.

FY 17-18 Budget: $164,845 to fund 1.0 FTE Probation Officer III and $48,645 for Court administration costs. The Department of Health Services will oversee all treatment provider contracts. By leveraging federal funding opportunities, the contracts will operate at no cost to the CCP.

Young Adult Restorative Justice

Program Overview: This program provides restorative conferencing as an alternative to incarceration for young adults who have committed misdemeanor crimes. In restorative conferencing, offenders take responsibility for their choices, explore how these choices affected others, and commit to actions that will make amends to victims and help prevent future offending. As part of the process, the offender develops a formal written plan to accomplish these goals. The Sonoma County Superior Court provides an incentive for successfully completing the plan; most commonly, the incentive is dropping the jail sentence. Referrals are made through the Court by an agreement among the Defense Attorney, District Attorney, and Superior Court Judge.

FY 17-18 Budget: $30,000 will fund case and volunteer management for up to 50 offenders.

Penal Code 1368 Mental Competency Assessments

Program Overview: The Sonoma County Superior Court's contract psychologist provides early assessments of criminal defendants to determine whether a Penal Code 1368 competency process should be ordered, thereby limiting non-competency cases from delaying the process. The psychologist provides pre-screening for PC 1368 referrals from the court and conducts interviews and file reviews to provide reports to the courts. This quick assessment facilitates efficient movement of cases where competency is determined not to be an issue, thereby reducing potential unnecessary jail time and costs for offenders awaiting full psychiatric review.

FY 17-18 Budget: $97,200 to reimburse the Superior Court for contract costs. Superior Court will fund any contract costs exceeding the FY 17-18 budget.

Parole Revocation Hearings

After passage of AB 109, the State Board of Parole Hearings initially retained responsibility for parole revocation hearings; however, that changed on July 1, 2013, at which time the parole revocation process became a local court-based process. The Sonoma County Superior Court is now the designated authority for determining revocations. Under this arrangement, only offenders previously sentenced to a term of life can be revoked to state prison instead of local jail. The Board of Parole Hearings continues to conduct the following types of hearings: parole consideration for lifers, medical parole hearings, mentally disordered offender cases, and sexually violent predator cases. The Parole Revocation Hearings major program area includes all programs and services needed to address the additional workload. Table 9 summarizes the CCP's recommended budget for this major program, and the following sub-sections describe each program.

Department	Program Description	County FTE	FY 17-18 Budget
District Attorney	Case Prosecution	1.0	$228,287
District Attorney	Legal Processor	1.0	$108,406
Public Defender	Attorney	1.0	$156,866
Public Defender	Investigator	0.5	$59,075
Parole Revocation Hearings Total		**3.5**	**$552,634**

Table 9: Parole Revocation Hearings Budget

District Attorney Parole Revocation Hearings Case Prosecution

Program Overview: Funds a Deputy District Attorney to handle the prosecution of parole and Post-Release Community Supervision cases that are referred to the District Attorney's Office.

FY 17-18 Budget: $228,287 to fund 1.0 FTE Deputy District Attorney IV.

District Attorney Legal Processor

Program Overview: Funds a Legal Processor to handle the administration of parole and Post-Release Community Supervision cases that are referred to the District Attorney's Office.

FY 17-18 Budget: $108,406 to fund 1.0 FTE Legal Processor II.

The District Attorney's 2.0 FTEs have a combined budget of $336,693. State apportionments dedicated to parole revocation hearings fund $144,862 of this amount, and the CCP funds the remaining $191,831.

Public Defender Parole Revocation Hearings Attorney

Program Overview: The Parole Revocation Attorney (PRA) represents individuals facing parole revocations. The PRA reviews revocation petitions, reports, and criminal histories of parolees

upon receipt of the petition and discovery and conducts in-depth interviews with clients in jail. The PRA creates the investigation plan and legal research when appropriate, discusses cases with Parole Officers, seeks counseling alternatives for clients, conducts plea bargain negotiations with the District Attorney's Office, appears in trial courts when cases are set for motions or hearings, and conducts violation of parole hearings. In addition, the PRA maintains statistics on the cases represented by the Public Defender.

FY 17-18 Budget: $156,866 to fund 1.0 FTE Public Defender Attorney (Extra Help).

Public Defender Parole Revocation Hearings Investigator

Program Overview: The Parole Revocation Hearings Investigator (PRHI) conducts in-house and field investigations related to parolees, Post-Release Community Supervision clients, and MS clients. The PRHI's duties include review of records, conducting witness interviews, providing Spanish translation assistance, issuing subpoenas, retrieving medical documents, releasing client information, and retrieving investigative information at the request of an attorney.

FY 17-18 Budget: $59,075 to fund 0.5 FTE Investigator.

The Public Defender's 1.5 FTEs have a combined budget of $215,941. State apportionments dedicated to parole revocation hearings fund $144,862 of this amount, and the CCP funds the remaining $71,079.

Pre-Trial Services

Sonoma County's 2015 Criminal Justice Master Plan Update highlights Pre-Trial Services as a key recommendation. Table 10 summarizes the CCP's recommended budget for Pre-Trial Services, and the following sub-sections describe each program.

Department	Program Description	County FTE	FY 17-18 Budget
Probation	Pre-Trial Consultant	0.0	$10,000
Probation	Pre-Trial Electronic Monitoring	0.0	$228,000
Probation	Pre-Trial Supervision	6.0	$909,840
Sheriff	Assessment Staff	4.0	$857,887
Pre-Trial Services Total		**10.0**	**$2,005,727**

Table 10: Pre-Trial Services Budget

Pre-Trial Services (All Programs)

Program Overview: The Pre-Trial Services program provides universal front-end screening for all persons booked into jail, supports jail management, reduces pre-trial failure, and facilitates efficient case processing. The Superior Court and CCP jointly developed this program to mitigate defendants' risk to public safety and the risk of failing to appear in court. By using a risk-based model, the pre-trial program reduces incarceration expenses while protecting the public and allowing defendants to continue productive, law-abiding activities while awaiting adjudication. Electronic monitoring is available for defendants whose risk level warrants an additional level of supervision. The main program components are assessment at the Main Adult Detention Facility; community supervision; and data collection and reporting.

FY 17-18 Budget: A combined budget of $2,005,727 funds the Probation and Sheriff components, as well as contracts. The Sheriff's budget of $857,887 covers 4.0 FTE Correctional Deputies. Probation's budget of $909,840 covers 3.0 FTE Probation Officer III, 1.0 FTE Probation Officer II, 1.0 FTE Senior Legal Processor, and 1.0 FTE Administrative Aide. Probation's budget also includes $228,000 to cover electronic monitoring contract costs for the pre-trial population and $10,000 for a consultant should any further program design or implementation modifications be necessary.

Data Management

The Data Management major program area includes programs and services that involve capturing, analyzing, and reporting data pertaining to AB 109 offenders. Table 11 summarizes the CCP's recommended budget for the Data Management program, and the following sub-sections describe each program.

Department	Program Description	County FTE	FY 17-18 Budget
ISD	Programming Support	0.0	$124,990
Probation	Evaluation Consultant	0.0	$220,000
Data Management & Evaluation Total		**0.0**	**$344,990**

Table 11: Data Management Budget

Programming Support

Program Overview: This funding allocation supports the Information Systems Department's (ISD) programming needs for the Integrated Justice System (IJS) that relates to capturing, measuring, and reporting information on AB 109 populations. ISD continues to streamline and implement new functionality in IJS to provide improved management and reporting of realigned populations.

FY 17-18 Budget: $124,990 to fund programming time. Changes to ISD's staffing allocation are not required.

Data Evaluation and Analysis Consultant

Program Overview: Probation has contracted with Resource Development Associates to evaluate AB 109-funded programs, with an interest in understanding how effectively these programs achieve their outcomes; how well they are implemented; and how cost-effective they are. The consultant delivered a scalable evaluation plan for the CCP's review in February 2017. The CCP's recommended first-year evaluation activities appear in the "Expanding Reporting and Evaluation Capacity" section of *Approach to Services in FY 17-18* of this document.

FY 17-18 Budget: $220,000 for contract costs.

APPENDIX C: MEMBERSHIP ROSTER as of May 2017

Community Corrections Partnership Executive Committee (Voting Members)

Member	Name	Title
Chief Probation Officer (Chair)	David Koch	Chief Probation Officer
Chief of Police	Jeffrey Weaver	Chief, City of Sebastopol Police Department
District Attorney	Jill Ravitch	District Attorney
Public Defender	Kathleen Pozzi	Public Defender
Sheriff	Steve Freitas	Sheriff
Superior Court	Jose Guillen	Superior Court Executive Officer
Health Services/Mental Health	Michael Kennedy	Director of Behavioral Health

Community Corrections Partnership Full Committee

Member	Name	Title
Chief Probation Officer (Chair)	David Koch	Chief Probation Officer
Chief of Police	Jeffrey Weaver	Chief, City of Sebastopol Police Department
District Attorney	Jill Ravitch	District Attorney
Public Defender	Kathleen Pozzi	Public Defender
Sheriff	Steve Freitas	Sheriff
Superior Court	Jose Guillen	Superior Court Executive Officer
Health Services/Mental Health	Michael Kennedy	Director of Behavioral Health
Board of Supervisors	David Rabbitt	2nd District Supervisor
County Administrator's Office	Sheryl Bratton	County Administrator
County Administrator's Office	Mary Booher	Administrative Analyst
Human Services	Sherry Alderman	Human Services Division Director
Employment Services	Sherry Alderman	Human Services Division Director
Victim Services	Michelle Carstensen	Victim Services Director, District Attorney's Office
Office of Education	Steven Herrington	Superintendent, Sonoma County Schools
Superior Court	Raima Ballinger	Superior Court Presiding Judge
Community-Based Organization	Dana Alvarez	Outpatient Services Director, California Human Development

APPENDIX D: BUDGET BY MAJOR PROGRAM

Major Program	Department	Program Description	County FTE	FY 17-18 Budget
Administration				
	County Counsel	Legal Support	0.0	$50,000
	Probation	Probation Department Analyst	1.0	$151,687
	Probation	Business Systems Analyst	0.0	$74,741
	Sheriff	Sheriff Department Analyst	1.0	$147,891
Administration Total			**2.0**	**$424,319**
Community Supervision				
	Probation	AB 109 Supervision Unit	13.0	$2,253,132
	Probation	Offender Needs Fund	0.0	$2,000
	Probation	Supervision Unit Office Rent	0.0	$17,000
	Sheriff	Detective	1.0	$261,089
Community Supervision Total			**14.0**	**$2,533,221**
Custody				
	Sheriff	Jail Unit 1	8.0	$1,745,741
	Sheriff	Senior Legal Processor	1.0	$132,380
	Sheriff	Inmate Transportation Deputy	1.0	$195,901
	Sheriff	Jail Unit 2	0.0	$361,277
	Sheriff	SERT Training	0.0	$28,933
Custody Total			**10.0**	**$2,464,232**
Data Management & Evaluation				
	ISD	Programming Support	0.0	$124,990
	Probation	Evaluation Consultant	0.0	$220,000
Data Management & Evaluation Total			**0.0**	**$344,990**
In-Custody Programming				
	Sheriff	PC 1370 Restoration Services	0.0	$487,763
	Sheriff	In-Custody Mental Health	0.0	$482,672
	Health	Starting Point SUD Services	1.5	$269,074
	Sheriff	Jail Programs	0.0	$142,564
	Sheriff	Program Sergeant	1.0	$210,756
In-Custody Programming Total			**2.5**	**$1,592,829**
Parole Revocation Hearings				
	District Attorney	Case Prosecution	1.0	$228,287
	District Attorney	Legal Processor	1.0	$108,406
	Public Defender	Attorney	1.0	$156,866
	Public Defender	Investigator	0.5	$59,075
Parole Revocation Hearings Total			**3.5**	**$552,634**

Major Program	Department	Program Description	County FTE	FY 17-18 Budget
Pre-Trial Services				
	Probation	Pre-Trial Supervision	6.0	$909,840
	Probation	Pre-Trial Consultant	0.0	$10,000
	Probation	Pre-Trial Electronic Monitoring	0.0	$228,000
	Sheriff	Assessment Staff	4.0	$857,887
Pre-Trial Services Total			**10.0**	**$2,005,727**
Programming & Detention Alternatives				
	Health	AODS SUD Services	1.0	$213,461
	Health	Community Mental Health Services	1.5	$242,581
	Health	SUD Contract Services	0.0	$261,442
	Health	Outpatient SUD at DRC	0.0	$45,850
	Human Services	Business Representative Contract	0.0	$58,000
	Human Services	General Assistance Subsidy	0.0	$70,000
	Human Services	Employment & Eligibility Services	2.0	$230,571
	Probation	Electronic Monitoring Contract	0.0	$252,000
	Probation	Day Reporting Center	10.0	$1,826,402
	Probation	Young Adult Restorative Justice	0.0	$30,000
	Probation	Transitional Housing	0.0	$300,244
	Probation	GED Preparation & Testing	0.0	$49,827
	Probation	DUI Court PO Support	1.0	$164,845
	Sheriff	Electronic Monitoring Staff & Contract	2.0	$470,068
	Superior Court	DUI Court Administration	0.0	$48,645
	Superior Court	PC 1368 Competency Assessments	0.0	$97,200
Programming & Detention Alternatives Total			**17.5**	**$4,361,136**
Grand Total			**59.5**	**$14,279,087**

APPENDIX E: BUDGET BY DEPARTMENT

Department	Major Program	Program Description	County FTE	FY 17-18 Budget
County Counsel				
	Administration	Legal Support	0.0	$50,000
County Counsel Total			**0.0**	**$50,000**
District Attorney				
	Parole Revocation Hearings	Case Prosecution	1.0	$228,287
	Parole Revocation Hearings	Legal Processor	1.0	$108,406
District Attorney Total			**2.0**	**$336,693**
Health				
	In-Custody Programming	Starting Point SUD Services	1.5	$269,074
	Programming & Detention Alternatives	AODS SUD Services	1.0	$213,461
	Programming & Detention Alternatives	Community Mental Health Services	1.5	$242,581
	Programming & Detention Alternatives	SUD Contract Services	0.0	$261,442
	Programming & Detention Alternatives	Outpatient SUD at DRC	0.0	$45,850
Health Total			**4.0**	**$1,032,408**
Human Services				
	Programming & Detention Alternatives	Business Representative Contract	0.0	$58,000
	Programming & Detention Alternatives	General Assistance Subsidy	0.0	$70,000
	Programming & Detention Alternatives	Employment & Eligibility Services	2.0	$230,571
Human Services Total			**2.0**	**$358,571**
ISD				
	Data Management & Evaluation	Programming Support	0.0	$124,990
ISD Total			**0.0**	**$124,990**

Department	Major Program	Program Description	County FTE	FY 17-18 Budget
Probation				
	Administration	Probation Department Analyst	1.0	$151,687
	Administration	Business Systems Analyst	0.0	$74,741
	Community Supervision	AB 109 Supervision Unit	13.0	$2,253,132
	Community Supervision	Offender Needs Fund	0.0	$2,000
	Community Supervision	Supervision Unit Office Rent	0.0	$17,000
	Data Management & Evaluation	Evaluation Consultant	0.0	$220,000
	Pre-Trial Services	Pre-Trial Supervision	6.0	$909,840
	Pre-Trial Services	Pre-Trial Consultant	0.0	$10,000
	Pre-Trial Services	Pre-Trial Electronic Monitoring	0.0	$228,000
	Programming & Detention Alternatives	Electronic Monitoring Contract	0.0	$252,000
	Programming & Detention Alternatives	Day Reporting Center	10.0	$1,826,402
	Programming & Detention Alternatives	Young Adult Restorative Justice	0.0	$30,000
	Programming & Detention Alternatives	Transitional Housing	0.0	$300,244
	Programming & Detention Alternatives	GED Preparation & Testing	0.0	$49,827
	Programming & Detention Alternatives	DUI Court PO Support	1.0	$164,845
Probation Total			**31.0**	**$6,489,718**
Public Defender				
	Parole Revocation Hearings	Attorney	1.0	$156,866
	Parole Revocation Hearings	Investigator	0.5	$59,075
Public Defender Total			**1.5**	**$215,941**

Department	Major Program	Program Description	County FTE	FY 17-18 Budget
Sheriff				
	Administration	Sheriff Department Analyst	1.0	$147,891
	Community Supervision	Detective	1.0	$261,089
	Custody	Jail Unit 1	8.0	$1,745,741
	Custody	Senior Legal Processor	1.0	$132,380
	Custody	Inmate Transportation Deputy	1.0	$195,901
	Custody	Jail Unit 2	0.0	$361,277
	Custody	SERT Training	0.0	$28,933
	In-Custody Programming	Jail Programs	0.0	$142,564
	In-Custody Programming	Program Sergeant	1.0	$210,756
	In-Custody Programming	PC 1370 Restoration Services	0.0	$487,763
	In-Custody Programming	In-Custody Mental Health	0.0	$482,672
	Pre-Trial Services	Assessment Staff	4.0	$857,887
	Programming & Detention Alternatives	Electronic Monitoring Staff & Contract	2.0	$470,068
Sheriff Total			**19.0**	**$5,524,922**
Superior Court				
	Programming & Detention Alternatives	DUI Court Administration	0.0	$48,645
	Programming & Detention Alternatives	PC 1368 Competency Assessments	0.0	$97,200
Superior Court Total			**0.0**	**$145,845**
Grand Total			**59.5**	**$14,279,087**

EXECUTIVE SUMMARY

Our review of the Sonoma County (County) criminal justice system focused on current program, facility, and operational issues and their implications for future system needs. This report describes these issues and makes recommendations for system improvements. However, it is important to acknowledge up front that the issues documented in this report exist within the overall context of a balanced, well managed, effective justice system that serves the community well.

Crime rates, the most fundamental indicator of community safety, are low both in historical terms and in comparison with other counties. The County has achieved this success through the collaborative work of professionals from across the justice system in developing a comprehensive set of sanctions and program responses to crime. The County has leveraged available state Assembly Bill 109 (AB 109) or "Realignment" funding to establish a broad set of programs, including Pretrial Services, Day Reporting Center available for probation clients, victim services, and in-custody programming, to improve the overall performance of the entire justice system.

The County has the basic structure of program continuum, facilities, and processes that must be in place to meet justice system goals. Moreover, stakeholder agencies in the justice system show excellent cooperation in coordination of services and communication/resolution of issues. In contrast to many communities, stakeholder agency staff, from line officers to department management, does not operate in silos, but instead appear to recognize their roles in the context of the larger criminal justice system and to have an appreciation for the respective roles played by staff of other stakeholder agencies. These two characteristics, the breadth of the programs and services maintained, and the cooperative approach to coordination of service delivery set the County apart from most jurisdictions.

While developing these programs, the County has carefully minimized the use of jail beds in a manner consistent with public safety and integrity of the criminal justice system. The jail system today houses roughly the same number of inmates as it did in 2007. Furthermore, jail use is consistent with the goals of the justice system, reserved for those offenders that need to be detained and held accountable for their actions for an appropriate amount of time.

The work that has been accomplished in developing a coordinated, comprehensive set of justice system programs and processes provides a solid foundation for the County going forward. The analysis contained in this report identifies issues or gaps in service in several key areas that need to be addressed for further improvements in system performance to be achieved. A summary of our analysis of these issues and associated recommendations follows.

Population Management

One of the goals of the justice system has been to prioritize the use of available detention resources, ensuring that offenders that represent a public safety threat are incarcerated, while diverting low-risk offenders into alternative programs. The County already has an incarceration rate well below the statewide average and effectively maximizes the use of split sentencing. In addition, a large

percentage of jail bookings are released within 72 hours. Accordingly, the limited opportunities that exist to divert low-risk offenders from the jail system generally focus on reducing the length of stay (LOS) for the current detention population:

- Pretrial Services Implementation. Full implementation of the Pretrial Services program will accelerate the release of low-risk pretrial defendants who may have previously been unable to gain pretrial release by posting bail or being released on their own recognizance. Based on the experience of similar programs in other jurisdictions, the program could reduce the average daily pretrial population by as many as 50 inmates by identifying and assessing low-risk offenders as they are booked into the jail system and diverting them to a level of probation supervision consistent with their risk profile. These defendants are now being retained in the jail until their cases are disposed of by the courts and they are released to the community. The vast majority of these people are charged with felony or misdemeanor crimes, for DUI, suspended driver's licenses, and a wide variety of drug offenses.

- Expedite Processing of Targeted Populations. Expediting the final disposition by seven days for pretrial defendants who will receive a court disposition of "time served" could also reduce the jail population by 93 inmates on average. This would require early identification and expedited processing of cases likely to be settled for time served, either through the Early Case Resolution (ECR) program or a supplementary tracking of such cases by jail and/or court personnel. Inmates released pursuant to a court disposition of time served currently use over 450 beds on average in the jail system and have an average LOS in jail of 47.7 days.

  Inmates who will be returned to prison or to the custody of state parole currently have an average LOS in the jail system of nearly 66 days. To the extent that these offenders are being held on violations of their conditions of parole, simply accelerating their processing and final disposition through the courts by 14 days could lower the jail population by an estimated 58 inmates. Use of flash incarceration for parole violators, in the same fashion as currently used for probation violators, also would also reduce this population.

- Award Program Credits. Awarding program credits to sentenced 1170(h) offenders as authorized under Penal Code Section 4019.4 (a) (1) would allow inmates to earn from one to six weeks of time-served credits in a calendar year for participation in program or assigned work activities. Full utilization of this authority by the Sonoma County Sheriff's Office (Sheriff's Office) would reduce the jail population by 15 inmates.

Other options could include expanded use of early release from jail through the Sheriff's Electronic Monitoring (EM) program or the re-establishment of a County parole program. Expansion of these programs may require additional investment in transitional housing to provide support for low-risk inmates that may be homeless. Aggressive pursuit of the above initiatives could lower projected future jail population levels by 216 inmates, or by approximately 20 percent of current jail system population levels.

Facility Planning

Our assessment indicates the primary population management issue facing the County's justice system is the need for dedicated facilities to house and treat the growing population of mentally ill offenders. We recommend the development of a Behavioral Health Unit to address this need. In addition, while the County does an outstanding job in maintaining its capital facilities and pro-actively planning for required maintenance and rehabilitation, several significant issues require consideration from policymakers:

- **Develop Behavioral Health Unit.** Over 17 percent of the inmate population at the Main Adult Detention Facility (MADF) has a serious mental illness. These inmates are primarily housed in general population housing units designed for large group activity and which lack space for individualized recreation or treatment service delivery. This limits the ability to provide inmates with out-of-cell time and makes programming in confidential group and/or individual counseling sessions virtually impossible. Because of the program space problem, clinicians often conduct their interviews in front of the cells in which the inmates live. This practice lacks privacy, impedes communication, and results in ineffective clinical contact in a non-therapeutic environment. Despite attempts to modify the housing units designated for these offenders, they remain inadequate and do not provide an environment commensurate with generally recommended practices for effective management of this special population of offenders.

  Although the vast majority of inmates with mental disorders can succeed in a general population unit, usually with a combination of medication and regular counseling, many inmates with serious mental illness have either a high acuity or chronicity level of disorder(s) that make them disruptive in a jail's general population housing unit and thereby need dedicated housing more conducive to stabilizing and managing their condition. On occasion, some mentally ill inmates' behavior will deteriorate or decompensate from a stable condition to being disruptive or unsafe with general populations.

  The system needs a location where observations and assessments can be made with the goal of stabilizing these inmates to be able to return to general population housing. Those with the most severe cases will need to remain in a dedicated mental health housing unit for their entire stay in jail before transfer or release. There are no facilities in either the MADF or the North County Detention Facility (NCDF) appropriate for this type of program. A new Behavioral Health Unit designed to provide effective supervision and evidence-based programs would address the treatment needs of the inmate population diagnosed with serious mental illness.

- **Plan for Discontinued Future Use of the NCDF.** The NCDF is a major liability for the County. Evaluated in terms of contemporary professional standards for detention facility operations, the condition and design of NCDF housing units is minimally suitable for only a very low-risk, minimum-security population. The facility has inadequate fencing and perimeter security systems and provides only limited monitoring of offender activity in housing units. These issues

are exacerbated by the fact that, while designated as minimum security, as a result of Realignment the facility is now housing a more sophisticated, longer-term, sentenced offender population.

Managing this population in the facilities and conditions that exist at the NCDF is a very difficult challenge. The Sheriff's Office recognizes these issues and attempts to limit the number of inmates housed at the facility, as evidenced by the five units currently vacant at the facility. Continued operation of the facility over the long-term would minimally require $28 million in capital investment to address security and basic infrastructure issues. Allocating this level of resources in an aged facility with fundamental deficiencies would not be a good investment by the County. Instead we recommend that the County begin to plan for the closure of the facility, limiting its interim use to a smaller population of very low-level minimum-security inmates.

- Enhance MADF Security. The nature of the population now housed at the MADF makes hardening the facility a necessity. As described in this report, the MADF predominantly houses inmates that present special management needs, as well as long-term, more sophisticated offenders. Making the facility safer and more secure will involve replacement of the wooden doors and vitreous china fixtures with standard security-grade equipment. The camera monitoring system requires upgrade and expansion as well. The County has already included this work in its long-term capital plans. These projects need to be a priority.

- Plan to Expand MADF Booking. The MADF booking area is undersized for the volume and type of arrestees processed on a daily basis. Originally designed to support a facility population of 400 inmates, the facility lacks space to efficiently process inmates into the facility at times of high volume intake and has no facilities to conduct confidential interviews with inmates with special needs. Additional programs, such as Pretrial Services, have been located in the booking area, exacerbating crowding issues. Support function areas for inmate clothing and property are also undersized for the volume of offenders processed through the facility.

  Since the original opening of the MADF in 1991, the profile of arrestees brought to booking has become more violent, requiring a higher use of holding cells to keep these offenders separate from other inmates during the intake process. Crowding in booking area holding cells has resulted in the use of court area holding cells on an intermittent basis. Assigned booking area officers do not have sight or sound supervision over these cells, making their use a significant management/risk issue.

Since 2009, the County has made development of a Community Corrections Center (CCC) its primary priority for the additional program services and detention capacity. Our assessment indicates that given the changes in the jail population over the last five years, there is no longer a population at the jail sufficient to support a large CCC, as recommended in the *2009 Sonoma County Adult Criminal Justice Phase 2 Master Plan: A Model for Change (2009 Adult Master Plan Update)*. The

changes in the profile of the jail population, stabilization of overall system growth, and the significant expansion of community program opportunities have seriously reduced the target population for the CCC.

Moreover, with the recent startup of the Pretrial Services program and the restart of the Day Reporting Center (DRC), it is reasonable to assume that the potential target population for a CCC at the jail will diminish even further. While alternative legitimate program uses have been proposed for the CCC, there are other, more cost-effective means to meet these program needs. Programs such as the DRC, Work Release, Supervised Adult Crews (SAC), and Sheriff's EM already target the same population, provide effective service, and operate at a fraction of the cost of construction and operation of a CCC.

Program Development

Although the continuum of programs maintained by the County is comprehensive, there are several gaps in program design, as well as areas that require additional investment to effectively meet program need. In these cases, the overall program design may be appropriate, but specific program components require attention to better meet system goals. These areas include the following:

- Expand Transitional Housing. Homeless offenders often have little support and are more likely to involve themselves in criminal activity absent the availability of temporary housing as they re-enter the community. Many of these offenders also present with mental health and substance abuse issues in addition to their homelessness, and often require an array of stabilization services. Transitional housing supports the entire range of community programs, including the DRC, probation supervision, and specialty courts. Utilization data clearly reflects the need for additional placement resources for transitional housing services.

  Sonoma County Probation Department (Probation) and County Behavioral Health (Behavioral Health) staff estimate a need for a minimum of 75 transitional housing beds to be used on an ongoing basis. Current contracts support 30 beds. The number of referrals being made and the presence of a waiting list support the need for increased services. Similarly, greater access to transitional housing for inmates without homes would provide opportunities for the Sheriff's Office to expand the use of EM or to potentially create a parole program to facilitate the release of low-risk offenders out of the jail system.

- Expand the Starting Point Program. This in-custody substance abuse treatment program provides services for female offenders at the MADF and a small number of minimum-security offenders at the NCDF. No services are provided for the large male population at the MADF. As a result, maximum- and medium-security inmates, as well as offenders with mental health issues, receive no substance abuse treatment services. Accompanying this program with transitional substance abuse treatment upon release would further enhance the effectiveness of in-custody substance abuse treatment.

- Coordinate Substance Abuse Treatment Assessments. Two separate entities conduct risk and needs assessments for offenders needing substance abuse treatment services. The County Department of Health Services (DHS) has staff detailed to Probation to assess AB 109 offenders, while County inmates receive assessment services through Treatment Accountability for Safer Communities (TASC). This approach results in fragmentation of the assessment process. Combining the efforts of these two programs and having a single entity managing and performing assessments, case management, and treatment placement for eligible offenders would result in greater efficiency and consistency in directing offenders to treatment resources.

- Supplement Sonoma County Drug Court with Probation Supervision. The absence of probation supervision is an anomaly in an otherwise well-designed program. Active community supervision is a standard feature of drug court programs nationally. Adding this component to the Sonoma County Drug Court (Drug Court) would improve the effectiveness of the program.

- Develop Felony Competency Restoration Program. Competency restoration is a process that provides mental health treatment for those inmates determined incompetent to stand trial because their mental illness prevents them from understanding the nature of the charges against them. California Penal Code sections 1368 and 1370 provide that, if a defendant is unable to understand the criminal proceedings or to assist an attorney in preparing a defense due to a mental disorder, a delay in the proceedings will be granted until the offender is deemed competent to stand trial or participate in the legal proceedings. In practical terms this can lead to a long-term backup of these offenders in the jail system.

  While jail Behavioral Health staff provides competency restoration treatment for misdemeanants, more serious offenders must wait for placement in competency restoration programming at state mental health facilities. In March of 2015, the MADF housed 19 felony offenders awaiting placement in an appropriate state facility for completion of restoration treatment services. Each was facing approximately a six-month wait for placement.

  As an alternative, the County could offer an in-jail treatment program to restore competency for both misdemeanant and felony offenders that are amenable to restoration services treatment. This plan would provide intensive in-custody treatment consistent with what is provided in a state psychiatric hospital to restore competency without having to wait for placement in a state program. These services require specialized housing appropriate for the custody and treatment of inmates diagnosed with serious mental illness. The proposed construction of a Behavioral Health Unit would provide bedspace and treatment facilities consistent with this goal.

- Improve Program Evaluation. While the County has a robust set of programs, there are virtually no systems in place to readily capture program performance and outcomes in a way

that will allow for critical analysis. Few of the programs reviewed in this report are being evaluated to determine their impact on offender behavior and recidivism. As a result, policymakers have very limited means to assess whether in fact programs are working and affecting offender behavior as designed.

The lack of a basic understanding of program outputs further makes it impossible to perform any type of meaningful cost/benefit analysis on programs to determine whether the impact of a program is worth the investment of resources required. At a minimum, the County needs to be able to identify basic metrics of program activity and the effects of the activities. Activity data should be maintained on admissions, attendance, phase completions, program completions, and terminations for all programs. In addition, outcome data that tracks offender behavior in terms of violations of supervision, re-arrests, convictions, and other indicators of recidivism should be collected. This data then provides the basis for analysis of cause-effect relationships that result in desired program and operational outcomes.

The Community Corrections Partnership and its Data Management and Evaluation Subcommittee have made progress in laying the groundwork for evaluating AB 109-funded activities, and there are plans to expand this work to programs funded by other sources. Work has also been done in developing public safety outcome measures, including various measures of recidivism.

Once these measures and frameworks for evaluation have been established, collection and access to data must be improved. County data systems do contain information that can be used to better assess the performance of justice system programs. However, the limited resources of the County's Information Systems Department make extraction and analysis of this data difficult. Additional information system resources may be required to support an effective system of program evaluation and reporting.

2009 Adult Master Plan Update

The *2009 Adult Master Plan Update* presented recommendations to develop a continuum of alternatives to incarceration that would reduce recidivism and improve public safety. The key recommendations made in the plan included development of a CCC and establishment of a continuum of program service that would include Pretrial Services, a DRC, and ECR.

The County has made substantial progress on implementation of these recommendations. The ECR was implemented in 2009 as a pilot and subsequently extended to a comprehensive program. A DRC was opened in 2012, first under contract, and now under management by the County. Most recently, after extensive planning, a Pretrial Services program was initiated in January 2015. The sole remaining major initiative that has not been implemented is the development of the CCC.

The six years that elapsed since the development of the *2009 Adult Master Plan Update* have seen significant changes in major areas of the County justice system. During that period of time, public

policy in California has seen two major initiatives that have had profound impacts on local justice systems. AB 109, the California Public Safety Realignment Act of 2011 (Realignment), introduced state inmates with longer-term sentences and more sophisticated criminal backgrounds into local justice systems in substantial numbers, both in the jail and community supervision populations. More recently, California voters approved Proposition 47, which downgraded a number of drug and property felony offenses to misdemeanors.

Crime and Population Trends

In the midst of these policy changes, local crime trends have continued their long-term decline. Since 2009, reported crimes in the County have declined by 16 percent. Violent crimes and property crimes are down by 7 percent and 13 percent respectively from the levels that existed at that time.

While the County is growing, the population is disproportionately older and more white than the statewide demographic. County population growth is primarily in older age groups. The crime rate is nearly one-third lower than the California crime rate. While the overall adult arrest rate is slightly higher than the statewide average, the incarceration rate per 1,000 adult arrests is 9 percent below the California overall rate. Moreover, both the County's crime rate and adult arrests have been declining for a number of years.

It is also noteworthy that the jail population has remained relatively stable even after the passage of AB 109 in October 2011. One of the main reasons for the lack of an increase in the sentenced population has been the significant usage of the split sentencing component of the new law. Since the passage of AB 109, the overall number of convicted felons who have received a split sentence in Sonoma County is 72 percent, which is well above the overall state average of 29 percent. In the Bay Area, only Napa County (77 percent) and Contra Costa County (92 percent) have higher rates of split sentencing.

Jail Population Characteristics

County jail system databases show that in 2009, offenders with felony charges made up 40 percent of the population, with sentenced felons comprising only 17 percent of the population. As of March 17, 2015, the jail system housed 1,035 offenders, virtually the same level that existed in 2009. However, in the current jail population, offenders with felony charges now make up 72 percent of the population, nearly doubling their share of the population.

These and other data suggest that the resident jail population in 2015 is composed of more serious offenders than in 2009. While Realignment plays a role here, this trend is at least partially attributable to the success of programs and policies in shortening jail stays for less serious offenders. As lower-risk offenders have been diverted from jail, the offense severity prevalent in the remaining population has become proportionately more serious.

The other very significant change in the population has been the increase in populations that require special management and separation. A March 2015 snapshot of the jail system population shows:

- 145 inmates with acute mental illness
- 123 inmates in protective custody
- 243 gang-affiliated inmates

In addition to these groups, other offenders requiring separation or special housing include female inmates, inmates going through alcohol or drug withdrawal, and inmates confined to segregation. All of these offenders require a degree of special management attention and separation. Nearly all are housed at the MADF and require a higher level of security and/or attention.

Jail Capacity Utilization

The need to keep these populations separate complicates capacity management at the MADF. Because housing units have fixed numbers of beds, designating a unit for a specific population will result in unused capacity as the population fluctuates up and down. For example, the primary housing units designated for female offenders, Modules A and B, may have 10 empty beds on a given day. The fact that these beds are in female housing means they are unavailable for any other type of housing. Similarly, beds that may be available in units designated for gang members are not suitable for housing protective custody inmates. In effect, each group requires a fixed amount of capacity allocated for their use, regardless of actual population levels. Accordingly, maintaining the levels of separation required for these populations makes it impossible to maximize efficient utilization of housing unit bedspace.

The design of the MADF did not envision the growth of special needs populations and associated separation requirements that exist today. The design concept for the MADF called for housing 90 percent of the population in general population living units. Today, 77 percent of the MADF population requires special management housing. The prevalence of gangs in the jail system is also a much more significant issue today. Additionally, the inmate population of the 1990s did not contain nearly the proportion of mentally ill inmates that exists today. Since the design and construction of MADF, the nature of offender classifications has changed indelibly, with more numerous and smaller groups of inmates that require separation and greater management attention.

Jail Staffing

Current staffing does not take into account the more challenging nature of the inmate population. Actual staffing levels have dropped in the jail system over the four years. The number of correctional officers assigned at the MADF and the NCDF has been reduced by 27 positions during that time period, a reduction of 14.6 percent, despite the fact that overall population levels have remained stable and the composition of the population has become substantially more difficult to manage. Moreover, availability of staff to meet ongoing operational responsibilities is a significant issue. On average, the jail system operated with 20 correctional officer vacancies in fiscal year (FY) 2013-14, with another 45 staff unavailable for assignment due to discharging benefit leave, use of sick time, Workmen's Compensation, special assignments, or some other status that removes them from duty.

As a result, extensive use of overtime is required to maintain operations of the jail. During calendar year 2014, correctional officers individually averaged 36 hours of mandatory overtime each month. In effect, each officer is working the equivalent of an extra week of duty each month.

Program Development

The final significant area of change has been the implementation of programs. The primary theme of the *2009 Adult Master Plan Update* was the need for "an expanded continuum of graduated sanctions and treatment that will support jail management, reduce system costs, and improve offender outcomes."[1] To a large degree, the County has successfully implemented this vision. Since 2009, the County has fully implemented the ECR, started up a DRC, initiated a Pretrial Screening program, established validated risk/needs assessment instruments to guide program placement, increased substance abuse treatment assessment and referrals, and expanded in-custody programming. Linkages between complementary programs have been developed in such a way that the system does offer a real continuum of program alternatives. Although the full impact of the Pretrial Services program and the DRC is yet to be felt, the full range of program opportunities for offenders now available represents a substantial advance for the system.

Future Projections

There are no external demographic, crime, or arrest trends that would cause an increase in jail admissions or the jail population. There has been a dramatic decline in juvenile arrests, which is strongly associated with a dramatic decline in teenage birth rates and other demographic trends. A much smaller proportion of the adult population now has had any contact with the juvenile justice system, which has been a strong predictor of subsequent adult criminality. Under current population, crime, arrest, and criminal justice policies, the County jail population is projected to remain fairly constant.

When taking into account the peaking and classification factors, the jail capacity needed for the County is estimated to be 1,168 by 2025. There are a few alternative scenarios that show reduced baseline projections. These scenarios need to be assessed within the context of the County already having an incarceration rate well below the statewide average and the fact that the County is already maximizing the use of split sentences for the 1170(h) inmates. In addition, a large percentage of jail bookings are released within 72 hours. Accordingly, efforts to divert significant numbers of arrestees will be difficult to achieve. For these reasons, scenarios to further reduce the baseline jail population forecast necessarily need to focus on reducing the LOS for the current detention population.

[1] Bennett, D. and Lattin D., *2009 Sonoma County Adult Criminal Justice Phase 2 Master Plan: A Model For Change,* December 14, 2009, Executive Summary, p. 4.

Key Report Findings

1. The County's crime rate, number of adult arrests, and the number of juvenile arrests are continuing their long-term decline. Bookings into the jail have been stable for years. The County's incarceration rate is well below the state's overall rate.

2. The effects of Realignment on the size of the County's jail population have largely been mitigated by the County's successful use of split sentencing (72 percent versus the statewide rate of 29 percent). The County has also had success in diverting low-risk offenders away from detention. Forty seven percent of the County jail population is in pretrial status as compared to a statewide average of 63 percent of the jail population in pretrial status.

3. In terms of future growth there are no external demographic, crime, or arrest trends that would cause an increase in jail admissions or the jail population. Taking into account peaking and classification factors, the County will require a projected 1,168 jail beds by 2025.

4. The design concept for the MADF called for housing 90 percent of the population in general population living units. Today, 77 percent of the MADF population requires special management housing. Seventeen percent of the MADF population has been diagnosed with acute mental illness. Despite attempts to modify the housing units designated for these offenders, they remain inadequate and do not provide an environment appropriate for effective management of this special population of offenders.

5. Based on its current conditions, the MADF is a good asset and should serve the County well into the next decade. The following areas, however, should receive priority attention for future work on the facility:

    - Upgrade of the obsolete CCTV system
    - Replacement of wooden cell doors with security-grade metal doors
    - Replacement of the fire protection and security electronic systems
    - Load testing of the emergency generator system
    - Accessibility of electrical closet
    - Upgrade of interior lighting
    - Replacement of vitreous china sinks, water closets, and lavatories with security-grade metal fixtures
    - Expansion of the intake and holding area
    - Preventative maintenance to facility window glazing

- Evaluation of the use of video visitation to address lack of space to process visitors into the jail

6. The County has worked very hard to maximize the usefulness of the NCDF; however, the older buildings do not provide the safe and secure space needed to run a modern and efficient correctional facility. The overall condition of the facility from a maintenance perspective is poor and is at the point of critical system failure. The facility requires major renovations or improvements, as many systems are at or near the end of their expected life cycle. Major issues include inadequate CCTV coverage, visitation system, roof replacements, fire protection, HVAC replacement, boiler replacement, water softener system, Americans with Disabilities Act (ADA), and window replacement.

7. The County has experienced difficulty in recruiting and retaining qualified new staff. This is a long-term operational concern that will have to be addressed as increasing numbers of officers approach retirement. During calendar year 2014, correctional officers individually averaged 36 hours of mandatory overtime each month. In effect, each officer is working the equivalent of an extra week of duty each month.

8. The ECR program has been effective in expediting the processing of cases and reducing lengths of stay in jail. Clearance and disposition rates have improved markedly since the implementation of the program. The District Attorney's policy of refusing to waive pre-sentence report requirements even after plea negotiations have been completed, however, can prolong jail stays for low-risk offenders and hampers the effectiveness of the program.

9. The design of the Pretrial Services program, including the screening and review process, is consistent with proven programs that have been implemented in other jurisdictions. Early results indicate the program will be effective in identifying candidates for release and supervision. A more definitive judgment on the effectiveness of the pretrial process and its impact on the composition and size of the jail cannot be rendered without additional data collected over a longer period of time. In particular, the effect of "enhancement criteria" on release decisions and outcomes.

10. The level and type of mental health staffing in the jail is consistent with best practices in managing jail mental health populations of this size, and in fact exceeds the level of mental health resources found in many larger jail systems. The County should review available options for competency restoration for felony offenders. In-custody programs, such as those established in San Bernardino and Riverside Counties, provide one model for inmates awaiting placement at a state mental health facility for competency restoration treatment services.

11. None of the programs offered in the jail system are being evaluated to determine their impact on program success (outcomes) and recidivism. Without a more robust data collection and analysis mechanism, program effectiveness is difficult to determine.

12. The supervision strategies and approaches implemented by Probation are consistent with national best practices and our experience with highly effective probation systems in other jurisdictions. However, supervision levels for AB 109 offenders in some cases may exceed actual risk levels.

13. Utilization data clearly reflects growing need for transitional housing services. Furthermore, Behavioral Health staff have also identified a growing need for services for mentally ill offenders preparing for release. Given the number of referrals being made and the presence of a waiting list, future justice system planning should address the need for increased services.

14. The Sheriff's EM program shows an outstanding level of successful completions. The high success rate suggests potential expansion of the program may be warranted. However, it is important for the future analysis of the impact and effectiveness of the program to ensure that consistent data is collected by both the Sheriff's Detention Alternatives staff and Probation staff.

15. The DUI Court program design is consistent with best practices in DUI courts found throughout the United States. The documented recidivism rate of less than 6 percent speaks to the quality of the program.

16. The structure, standards of supervision, and treatment approach of the Drug Court is consistent with drug court standards of performance nationally. However, the absence of direct participation of Probation hinders the overall effectiveness and impact of the program. The Superior Court and the other participating parties, including Probation, should strive to expand oversight of the program and participation to include Probation.

17. The concept of a CCC, as proposed in the *2009 Adult Master Plan Update,* is not supported by the profile of the current jail system population. While alternative legitimate program uses have been proposed for the CCC, there are other, more cost-effective means to meet these program needs.

18. The primary theme of the *2009 Adult Master Plan Update* was the need for "an expanded continuum of graduated sanctions and treatment that will support jail management, reduce system costs, and improve offender outcomes."[2] To a large degree, the County has successfully implemented this vision. The County's justice system has a notably robust set of programs and resources that provide a comprehensive set of strategies to best address offender management needs.

[2] Bennett, D. and Lattin D., *2009 Sonoma County Adult Criminal Justice Phase 2 Master Plan: A Model For Change,* December 14, 2009, Executive Summary, p. 4.

19. While the County has a robust set of programs, there are virtually no systems in place to readily capture program performance and outcomes in a way that will allow for critical analysis. Few of the programs reviewed in this report are being evaluated to determine their impact on offender behavior and recidivism. As a result, policymakers have no means to assess whether in fact programs are working and affecting offender behavior as designed. In recognition of these needs, the Community Corrections Partnership and its Data Management and Evaluation Subcommittee have made progress in providing a foundation for the evaluation of AB 109-funded activities. Stakeholders have expressed support for extending these evaluations to locally funded programs.

County of Sonoma
Community Corrections Partnership

Assembly Bill 109

Public Safety Realignment
Implementation Plan

Fiscal Year 2017-18

June 6, 2017

Important Criminal Justice Initiatives in California

2009: Three-Judge Federal Court orders CA to reduce prison population

2011: In response, Gov. Brown signs AB 109

- Prison population ↓ 27,000 (17%) in 1st year
- No statewide increase in violent crime
- Small increase in vehicle thefts 2012 to 2014

Important Criminal Justice Initiatives in California (cont.)

2012: Proposition 30

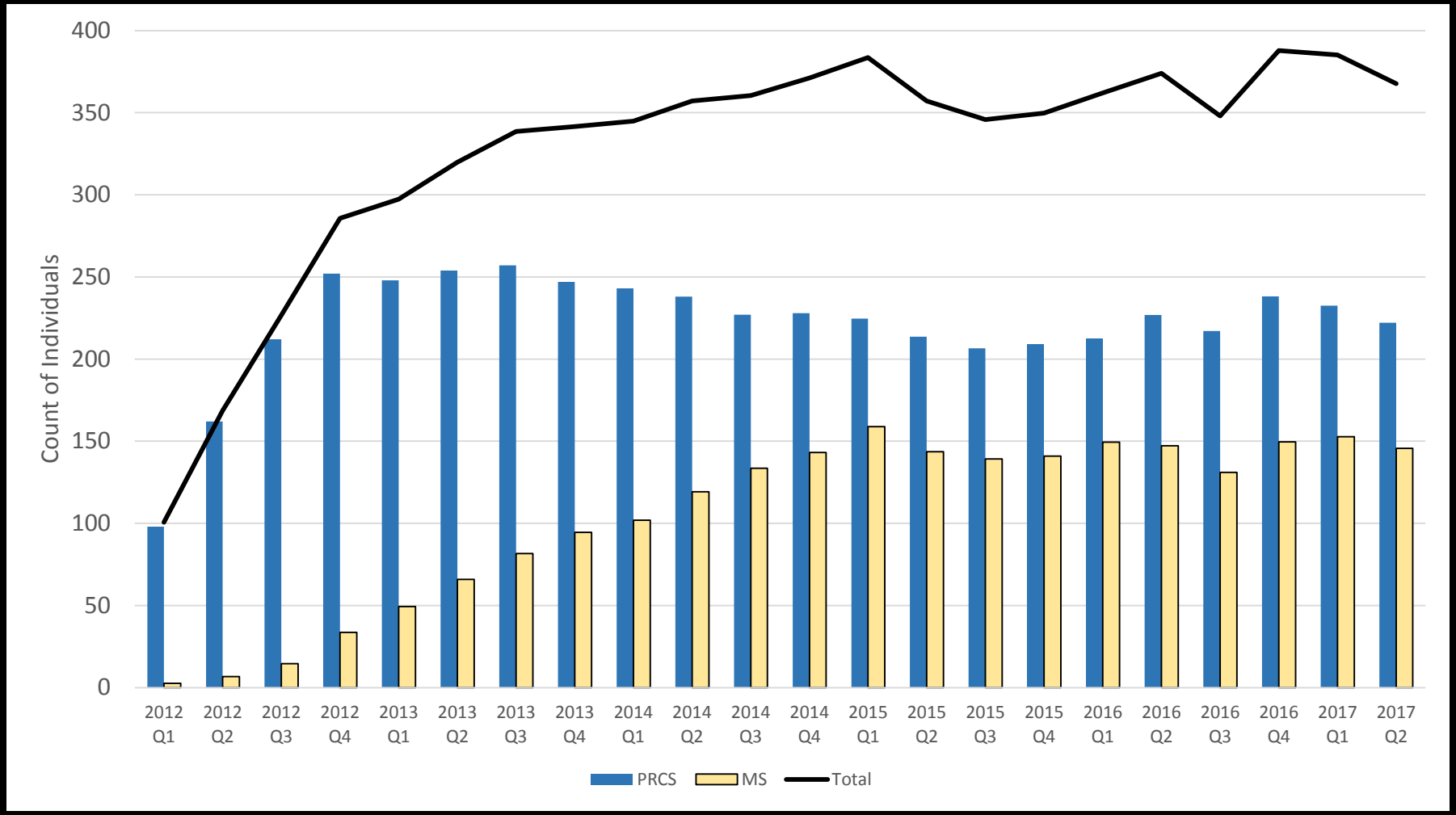
2014: Proposition 47

2015: Department of Finance implements Realignment Allocation Committee recommendations

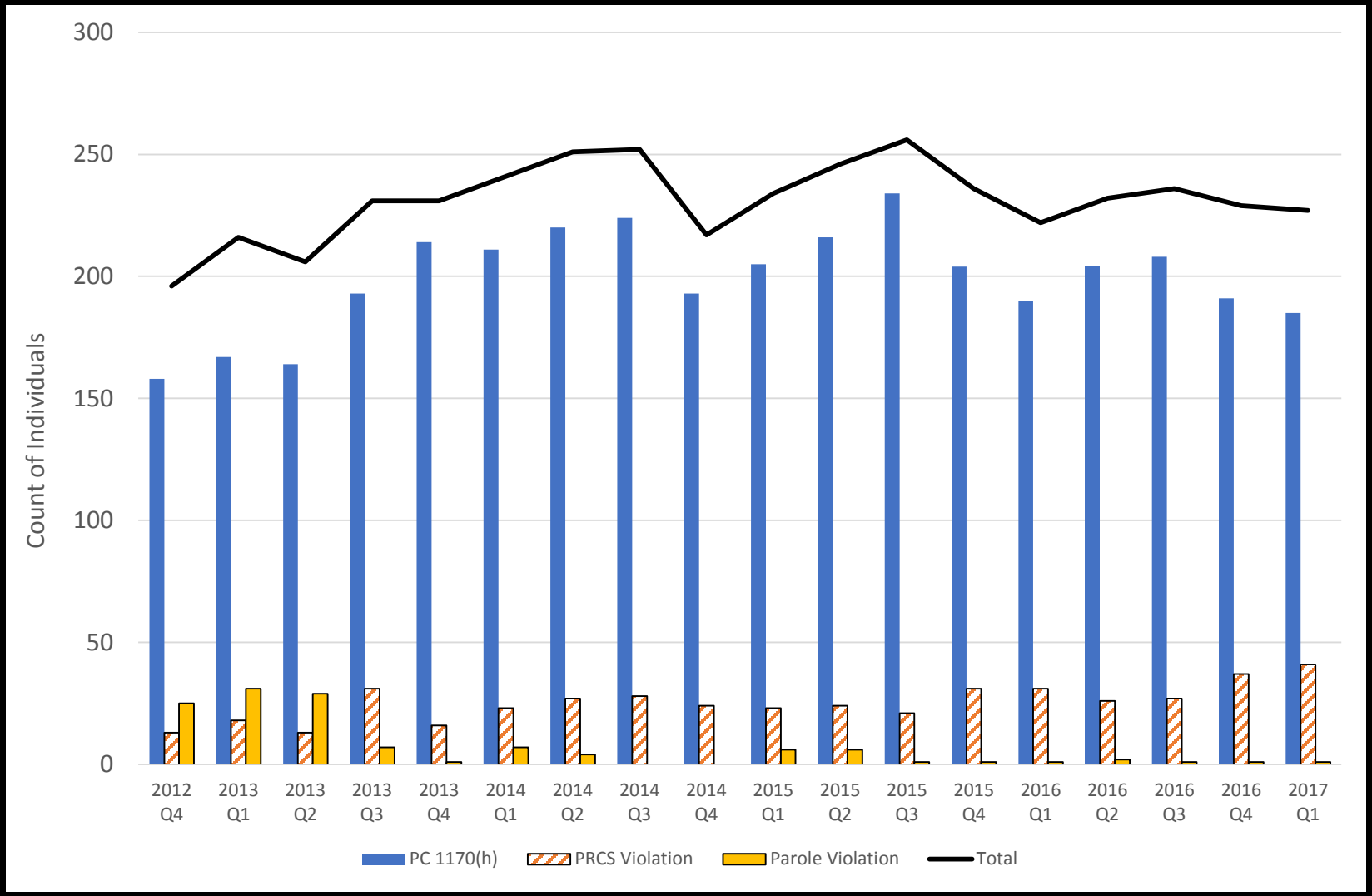
2016: Proposition 57

Coming Legislation: Bail reform and pre-trial implementation would shift release decisions from ability to pay to risk-based

Realigned Populations in Sonoma County: Community Supervision



Realigned Populations in Sonoma County: In-Custody



CCP Objectives

1. Reduce recidivism to enhance public safety.

2. Promote evidence-based programming and upstream investments.

3. Fund programs that enhance public safety and align with Criminal Justice Master Plan.

4. Minimize use of jail beds via detention alternatives as consistent with public safety.

5. Use validated risk assessments to inform offender programming decisions.

6. Operate a DRC as the central point of evidence-based programming.

CCP Main Program Areas

Program Area	Example Service
Public Safety	• AB 109 Supervision Unit • Jail • Pre-Trial Services • Electronic Monitoring
Rehabilitation	• In-Custody and Out-of-Custody Mental Health Services • In-Custody and Out-of-Custody SUD Services • Day Reporting Center
Successful Transition to Community	• Jail Programs (adult education, parenting, life skills) • Transitional Housing • Employment and Eligibility Services • Day Reporting Center

FY 2017-18 CCP Plan Highlights

- Pre-Trial Services: Risk-based release program supports jail reduction efforts.

  1,231 Releases January 2016 - March 2017
  - 96%: no new criminal referrals
  - 87%: no failures to appear

- Electronic Monitoring Program: Home confinement for 1,744 inmates December 2011 – April 2017.
  - has saved 67,644 jail days with 88% successfully completing term at home

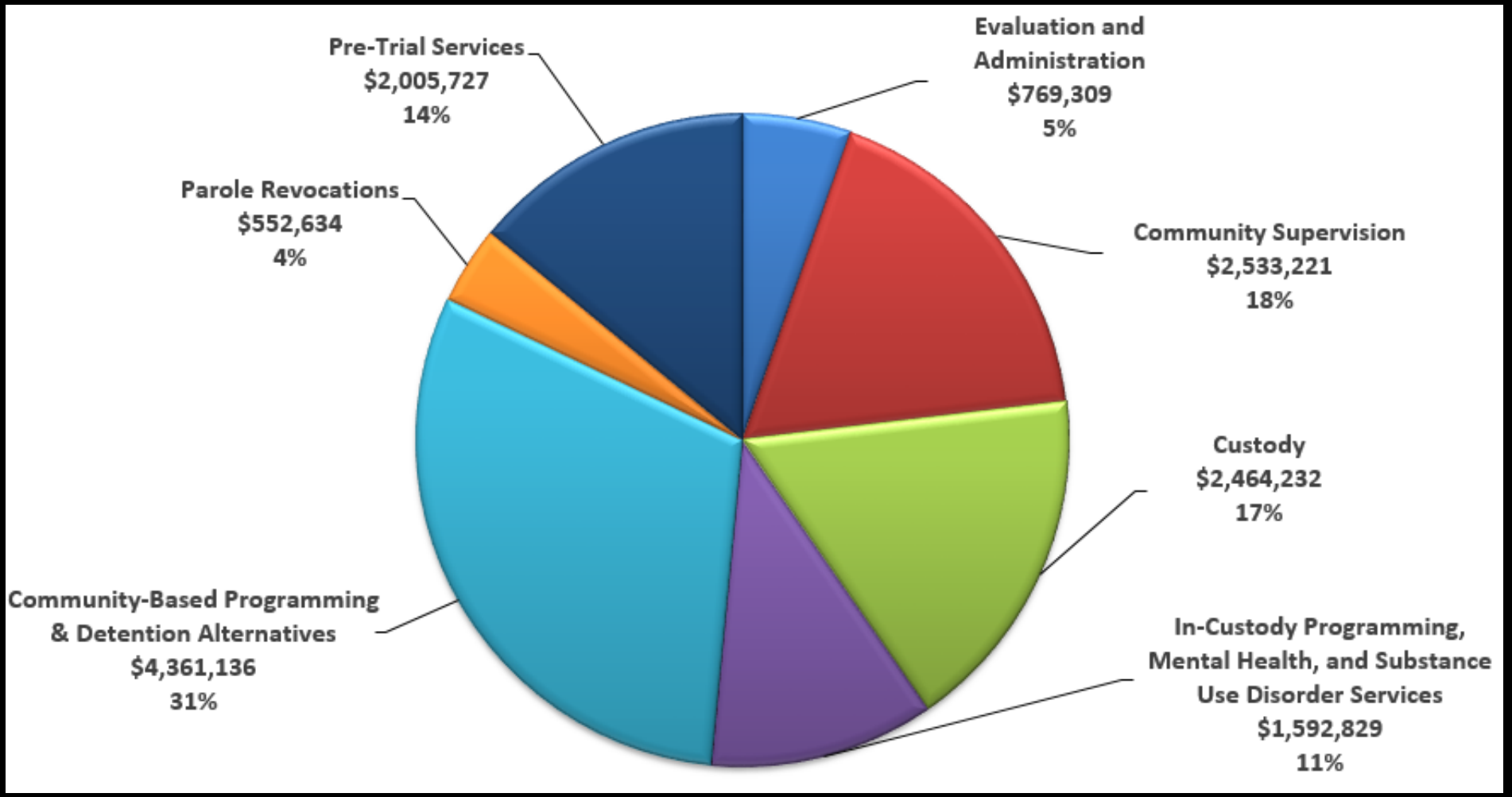
- Realignment Evaluation Services:
  - RDA studying fidelity to design, cost, recidivism
  - UC studying DRC's Cognitive Behavioral Interventions curriculum for mentally ill offenders

FY 2017-18 CCP Plan Highlights
Supporting Project 301 Population

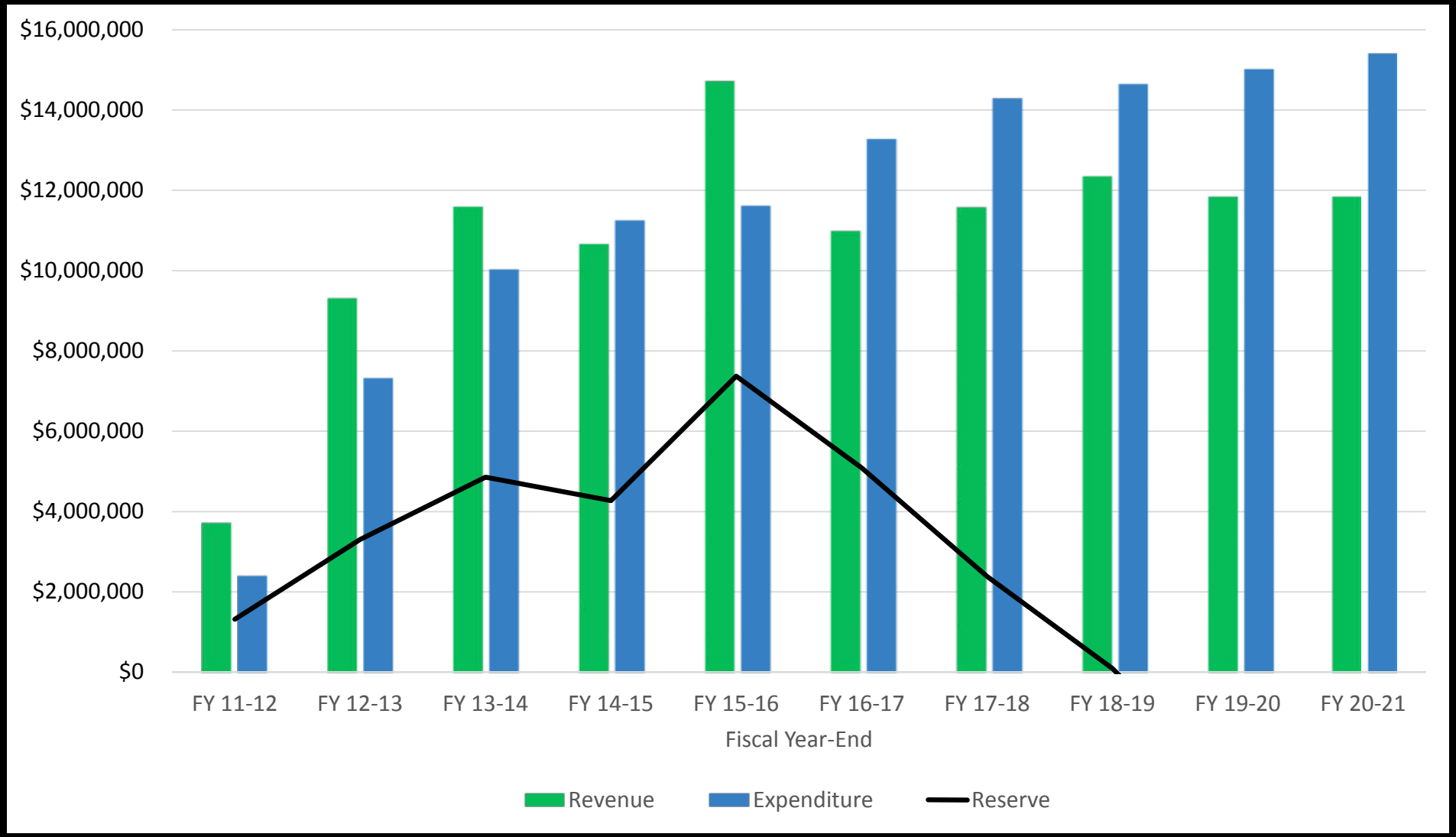
Day Reporting Center: Evidence-based program operating at 120% design capacity.

Mental Health Services: $2.3 million for in- and out-of-custody mental health and substance use disorder programs.

FY 2017-18 Recommended Budget by Major Program
Total Budget: $14,279,087



AB 109 Revenue and Expenditure Projection
No Program Reductions



CCP Tier Levels

Tier Level	Tier Definition	CCP-Approved FY 17-18 Budget
1	Specifically for realigned offenders	$6,397,008 (45%)
1,2	Directly impacts AB 109 offenders and also available for other offenders	$5,057,900 (35%)
2	Clearly assists with County's criminal justice system overall, but may not directly or exclusively impact AB 109 offenders	$2,824,180 (20%)
3	Provides ancillary benefits to criminal justice in Sonoma County	$0 (0%)

CCP’s Approach to Budget Stability

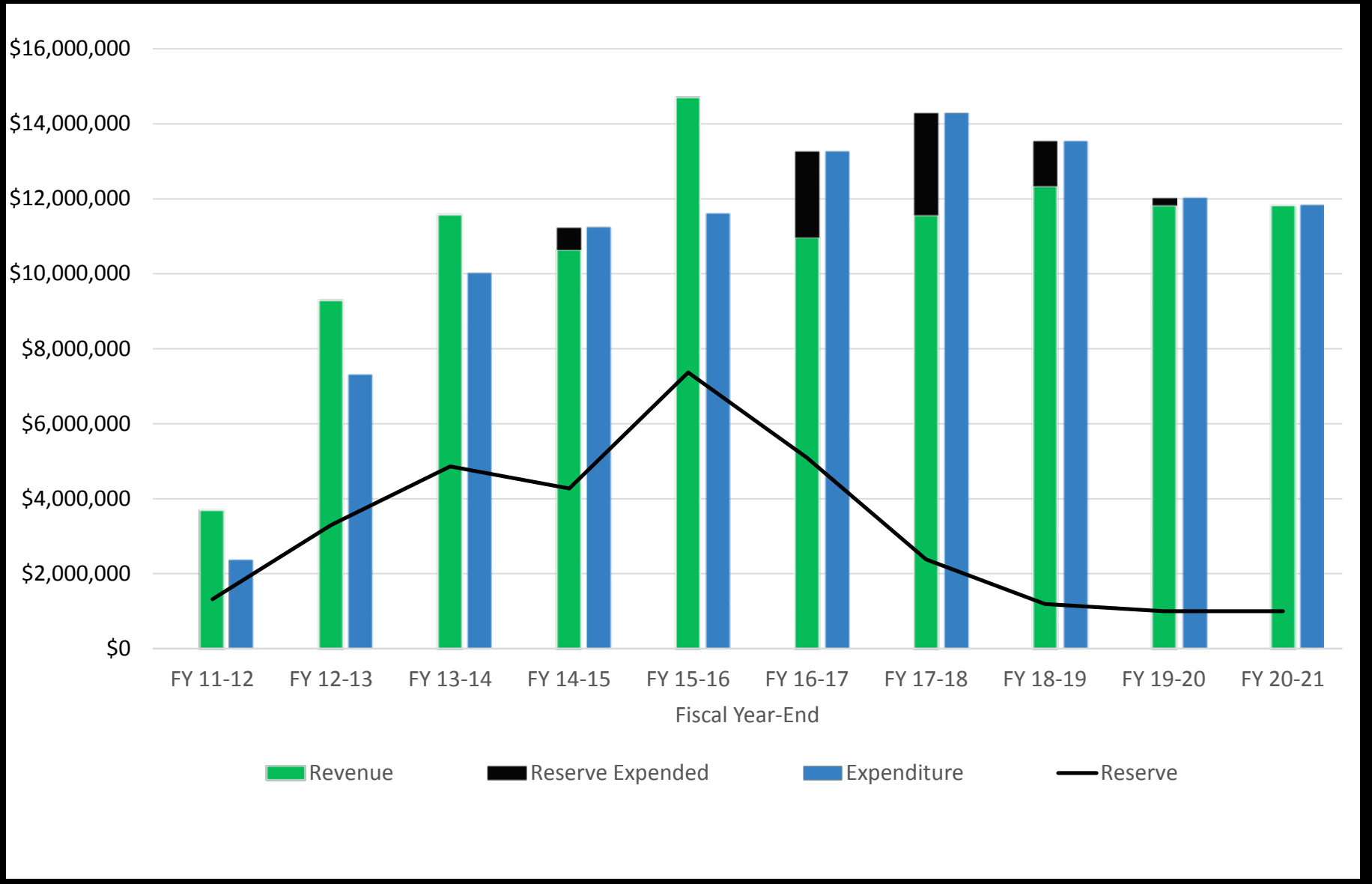
1. No new programs

2. Thorough review of existing programs

3. Pursue alternative funding (e.g. grants, Drug Medi-Cal subsidies)

4. Work with CAO on alternative funding options for Tier 2 programs recommended by the Criminal Justice System Master Plan

Proposed AB 109 Revenue and Expenditure Scenario



Recommended Action:

Approve the Community Corrections Partnership's recommended Public Safety Realignment Implementation Plan for Fiscal Year 2017-18.

QUESTIONS?

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 43a
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	June 6, 2017
Vote Requirement:	Majority
Department or Agency Name(s):	Transportation and Public Works
Staff Name and Phone Number:	Susan Klassen, 707 565-2231
Supervisorial District(s):	First, Second, Third, Fourth and Fifth
Title:	2017 Pavement Preservation Program – Chip, Fog and Slurry Seals, M17018 and Overlay, Full Depth Reclamation and Cold In-Place Recycling, C17002 for 54.5 miles of resurfacing.

Recommended Actions:

A. Approve the plans and specifications for the 2017 Pavement Preservation Program – Chip, Fog and Slurry Seals project, M17018.
B. Award contract to low bidder, VSS International, Inc., in the amount of $4,739,900.00 including 10% for construction contingency and authorize the Chair to execute construction contract M17018.
C. Approve the plans and specifications for the 2017 Pavement Preservation Program – Overlays, Full Depth Reclamation, Cold In-Place Recycling, C17002
D. Award contract to low bidder, Ghilotti Construction Company, in the amount of $8,507,270.09 including 10% for construction contingency and authorize the Chair to execute construction contract C17002.

Executive Summary:

This project is the next construction phase of the on-going effort of the County Board of Supervisors to address the road rehabilitation and preservation needs of the County Road system. Since the start of this program the Board has allocated a total of $67.4 Million in general fund and one-time dollars and programmed those funds to resurface a total of approximately 300 miles of road. As of the summer of 2016, 206 miles of roads have been completed. Award of the two contracts contained in this item will add another 54.49 miles to the total, making the total 260.49. The remaining miles of the total are currently being designed for bid this fall, or will be constructed by road maintenance forces who will be beginning to do preliminary preparation work this summer. When all of the 2017 programmed work is completed the total will be 299.24 miles.

On June 14, 2016 the Board of Supervisors approved an expenditure plan for $21.9 Million dollars in local contributions dedicated to pavement preservation. As part of the plans the Board approved a preliminary list of roads for the 2017 Pavement Preservation Program that included several different treatments to improve approximately 97 miles of County roads.

Due to the unprecedented storms this winter, and the need to coordinate with projects by other Agencies the 2017 program has been broken into five parts:

1. Chip, Fog and Slurry Seals Project # M17018 , 40.83 miles shown on Map Exhibits A and B
2. Overlays, Full Depth Reclamation and Cold In-Place Recycling Project # C17002, 13.66 miles shown on Map Exhibit C
3. Chip Seals to be performed by Maintenance, 22.59 miles shown on Map Exhibit D
4. 2017 Program roads requiring redesign due to Storm Impacts, 15.09 miles shown on Map Exhibit D
5. Roads delayed to summer of 2018 to follow a Sonoma County Water Agency sewer project, and a City of Rohnert Park water line project, 1.07 miles shown on Map Exhibit D

Also included in the 2017 Pavement Program "Worst First" allocation was a contribution of funding ($250,000) for the improvements to Cannon Lane that have been identified as part of the overall plans for Regional Parks to open Tolay Regional Park.

The actions included in this item are to approve the plans and specifications and award the bids for Parts 1 and 2 of the 2017 program listed above. Parts 3, 4, and 5, of the program are all in progress in 2017 and will be completed in 2018.

The award of the construction management contracts for both of these projects is also before the Board today for approval.

Discussion:

2017 Pavement Program Part 1:

The **Chip, Fog and Slurry Seals project M17018** project includes the following roadways and treatments:

Chip Seals This treatment includes the application of asphalt emulsion or binder on existing traveled way pavement, followed by a layer of aggregate chips. The treatment is then rolled to embed the aggregate into the asphaltic emulsion or binder. Finally a seal coat is applied from edge of pavement to edge of pavement.

This treatment will be used on the following roadways totaling 13.12 miles shown on Exhibit A:

- Dutcher Creek Road from Dry Creek Road to Cloverdale City Limit
- Geysers Road from Highway 128 to Red Winery Road
- Ludwig Avenue from Llano Road to South Wright Road
- Lytton Springs Road from Dry Creek Road to Healdsburg Avenue
- Mill Station Road from Occidental Road to Highway 116
- Watertrough Road from Pleasant Hill Road to Bodega Highway

Fog Seals This treatment is a light application of an asphalt emulsion to the surface of a pavement. This treatment is applied from edge of pavement to edge of pavement, and will be applied to the following roadways totaling 8.01 miles shown on Exhibit B:

- Adobe Road from East Washington Street to Frates Road
- D Street from previous overlay to City Petaluma limits
- Napa Road from Eighth Street East to Highway 12/121
- Old Redwood Highway from Town Windsor limits to City Healdsburg limits

- Porter Creek Road from Porter Creek Bridge to previous overlay

Slurry Seals This treatment consists of the application of a mixture of asphalt emulsion, water, well-graded fine aggregate, and a mineral filler. This treatment is applied from edge of pavement to edge of pavement, and will be applied to the following roadways totaling 19.7 miles shown on Exhibit B:

- Adobe Road from Corona Road to East Washington Street
- Lakeville Road from Highway 37 to Old Lakeville Road #2
- Mark West Springs Road from Ursuline Road to end improvement
- Occidental Road from Highway 116 to City Santa Rosa limits
- Petaluma Boulevard North from City Petaluma limits to Bridge over Petaluma River
- River Road from Rio Nido Bridge to Trenton Road

The Project was advertised for bids: March 31 to April 26, 2017.

Bids were opened: April 27, 2017.

Base Bids were received as follows:

VSS International, Inc……$4,309,000.00
Team Ghilotti, Inc……$4,327,577.55
Telfer Pavement Technologies, LLC……$4,792,973.14
American Pavement Systems, Inc……$4,813,006.00
Intermountain Slurry Seal, Inc……$5,691,591.00
Northwest Paving, Inc……$6,072,327.00

The Engineer's Estimate for the project was $6,038,000.00.

The low bid of $4,309,000.00 is $1,729,000 (29%) below the Engineer's Estimate. The second bid is $18,577.55 (0.4%) above the low bid. The average bid price is $5,001,079.12, 17% less than the Engineer's Estimate. The major differences between the bid and the estimate are the costs for the asphalt items and the traffic control items.

In accordance with Public Contract Code Section 20128, the contract shall be awarded to the lowest responsible bidder.

VSS International, Inc. is experienced in this type of work. Specializing in chip seals (asphalt rubber and conventional), cape seals, multi-layers, slurry seal and micro surfacing preservation technologies. They have been licensed since 1974 and have recently completed Chip Seal and Slurry Seal projects in 2016 for the City of Turlock, City of Redding, County of Mendocino, City of Fairfield, and other Cities/Counties within the western United States.

The Department recommends awarding the contract for the Chip, Fog and Slurry Seals project M17018 to VSS International, Inc. The total estimated cost of construction is $4,739,900.00 including 10% for construction contingency.

2017 Pavement Program Part 2:

The **Overlays, Full Depth Reclamation and Cold In-Place Recycling project, C17002** includes the following roadways and treatments:

Cold In-Place Recycling is the processing and treatment of the existing asphalt concrete surface to produce a restored pavement layer. The cold in-place treatment process involves milling of the

pavement surface to a depth of four inches, processing the material, mixing a binding additive, and placing the processed mixture back onto the roadway surface. Lastly, a 0.20' asphalt concrete overlay surface is placed over the recycled asphalt concrete layer.

This treatment will be used on the following roadways totaling 2.71 miles shown on Exhibit C:

- 5th Street West from Leveroni Road to City Sonoma Limits
- Arnold Drive from Leveroni Road to Craig Avenue

Full Depth Reclamation treatment involves milling the existing road down one foot below the surface, processing the asphalt concrete surface and underlying base with a binding additive to create a homogenous stabilized base course, and compacting the processed mixture back onto the roadway. Lastly, a 0.20' asphalt concrete overlay surface is placed over the recycled asphalt concrete layer.

This treatment will be used on the following roadway 3.24 miles shown on Exhibit C:

- Cazadero Highway from Highway 116 to near Austin Creek Road

Remove and Replace treatment process includes milling off the existing asphalt concrete surface to a depth of four inches and replacing the asphalt concrete surface.

This treatment will be used on the following roadways totaling 1.37 miles shown on Exhibit C:

- Boyes Boulevard from Arnold Drive to Highway 12
- Lovall Valley Road from Fourth Street East to Lovall Valley Road

Overlay treatment process consists of placing a 0.20' layer of asphalt concrete over the existing roadway surface, and will be used on the following roadways totaling 6.34 miles shown on Exhibit C:

- Adobe Road from Frates Road to Highway 116
- Brooks Avenue from Bucks Road to East Robles Road
- Bucks Road from Santa Rosa Avenue to Brooks Avenue
- Crocker Road from River Road to Cloverdale City Limits
- El Dorado Drive from Los Banos to Riverside Drive
- Healdsburg Avenue from City Healdsburg Limits to Alexander Valley Road
- River Road from Big Sulphur Creek Bridge to Geysers Road
- River Road from Crocker Road to Big Sulphur Creek Bridge
- Stony Point Road from City Petaluma Limits to Rainsville Road

The Project was advertised for bids: April 5 to May 2, 2017.

Bids were opened: May 3, 2017.

Base Bids were received as follows:

Ghilotti Construction Company…….$7,733,881.90
Team Ghilotti, Inc. ……$7,777,677.00
Ghilotti Bros……$7,987,648.00
Argonaut Constructors……$8,277,003.70

The Engineer's Estimate for the project was $8,948,920.00.

The low bid of $7,733,881.90 is $1,215,038.10 (14%) below the Engineer's Estimate. The second bid is $43,795.10 (0.6%) above the low bid. The average bid price is $7,944,052.65, 11% less than the Engineer's

Estimate. The major differences between the bid and the estimate are the costs for the asphalt items and the traffic control items.

In accordance with Public Contract Code Section 20128, the contract shall be awarded to the lowest responsible bidder.

Ghilotti Construction Company is experienced in this type of work. They have been licensed since 1992 and have recently completed 3 similar jobs for our department, including the 2013 and 2014 Pavement Preservation Program-Full Depth Reclamation projects, and 2016 Bonded Wearing Course and Overlay project.

The Department recommends awarding the contract for the Overlays, Full Depth Reclamation and Cold In-Place Recycling project, C17002 to Ghilotti Construction Company. The total estimated cost of construction is $8,507,270.09 including 10% for construction contingency.

2017 Pavement Program Part 3:

Primarily due to the unprecedented rain storms in January through February 2017, the County road maintenance crews have had to delay the start of the preparation work for the maintenance chips seal roads, to work on higher priority general storm damage recovery. Road maintenance will begin the preparation work later this summer and complete this work in 2018. The following is a list of the maintenance chip seal roads, totaling 22.59 miles shown on Exhibit D:

- Annapolis Road from Twin Bridges to Stewarts Point Skaggs Springs Road
- 8th Street East from Railroad Tracks to Napa Road
- East Railroad Avenue from Old Redwood Hwy to Petaluma Hill Road
- Hot Springs Road from City Limits of Cloverdale to first Cattle Guard
- Stewarts Point Skaggs Springs Road from Annapolis Road to Post mile 21.6
- West Sierra Avenue from Stony Point to the City of Cotati

2017 Pavement Program Part 4:

Six of the roads originally included in this 2017 Pavement Preservation Program planned for bids were re-evaluated by the Department. It was determined that the roads were damaged by the storms, to the point of requiring different pavement treatments, to adequately preserve them. The Department is evaluating and redesigning these roadways now, and plans to competitively bid them in the Fall 2017, construction will not be completed until 2018. The following is a list of the roads delayed from the 2017 Pavement Preservation Program which due to storm damage needed to be redesigned, totaling 15.09 miles shown on Exhibit D:

- Bohemian Highway from Graton Road to Main Street Occidental
- Ferguson Road from Bodega Highway to Mill Station Road
- Furlong Road from Bodega Highway to Occidental Road
- Grove Street from End Improved section to Arnold Drive
- Poplar Ave from Railroad Avenue to Cypress Avenue
- River Road from Crocker Road to Washington School Road

2017 Pavement Program Part 5:

The following is a list of the roads delayed from the 2017 Pavement Preservation Program, due to work on the roadway by other agencies, totaling 1.07 Miles shown on Exhibit D. These roads will be designed

and bid with the Part 4 roads listed above, but construction will be delayed until the utility work is completed by the other entities:

- East Robles from Santa Rosa Avenue to Brooks Avenue, delayed to follow a sewer project to be performed by the Sonoma County Water Agency
- Petaluma Hill Road from East Cotati Avenue to Rohnert Park Expressway delayed to follow a water utility project by the City of Rohnert Park

Funding for Parts 3, 4, and 5 of the Program will be discussed as part of the 2018 Pavement Preservation Program board item, currently anticipated for June 20, 2017.

Prior Board Actions:

6-14-16 Board approved an expenditure plan for $21.9 Million dollars in local contributions dedicated to pavement preservation.

Strategic Plan Alignment Goal 3: Invest in the Future

This project will improve the surface of 54.5 miles of County roads.

Fiscal Summary

Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses		13,247,170.09	
Additional Appropriation Requested			
Total Expenditures		13,247,170.09	
Funding Sources			
General Fund/WA GF		13,247,170.09	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		13,247,170.09	

Narrative Explanation of Fiscal Impacts:

Funding for these projects is from the 2016-17 Ongoing General Fund Contribution to pavement preservation and the One-Time General Fund allocation made for pavement preservation efforts in November of 2015. Contract costs for Parts 1 and 2 of the 2017 pavement program total $13,247,170.08 and appropriations are included in the Recommended Fiscal Year 2017-18 Road Division budget. Funding for Parts 3, 4, and 5 of the program will be discussed as part of the 2018 Pavement Preservation Program board item anticipated for June 20, 2017.

Staffing Impacts			
Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Exhibit A, Exhibit B, Exhibit C, Exhibit D

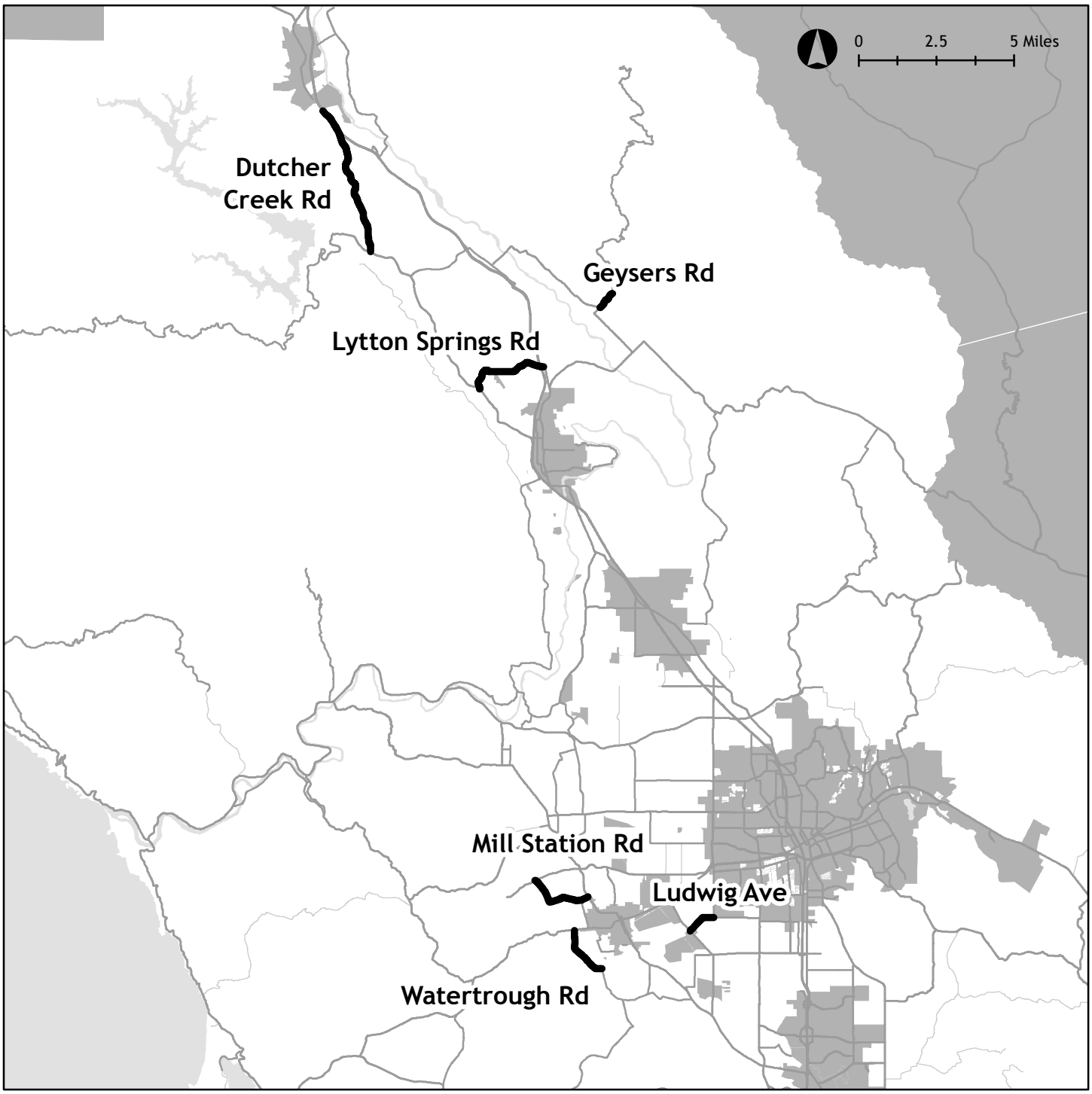
Related Items "On File" with the Clerk of the Board:

- M17018 Chip, Fog and Slurry Seal project: Special Provisions, Bid Book, Plans, Addendum 1 & 2
- C17002 Overlays, Full Depth Reclamation, Cold In-Place Recycling Project: Special Provisions, Bid Book, Plans, Addendum 1 & 2

Location Map: 2017 Chip Seal Treatments

EXHIBIT A

2016-2017 Pavement Preservation Program - Chip, Fog, and Slurry Seals (M17018)

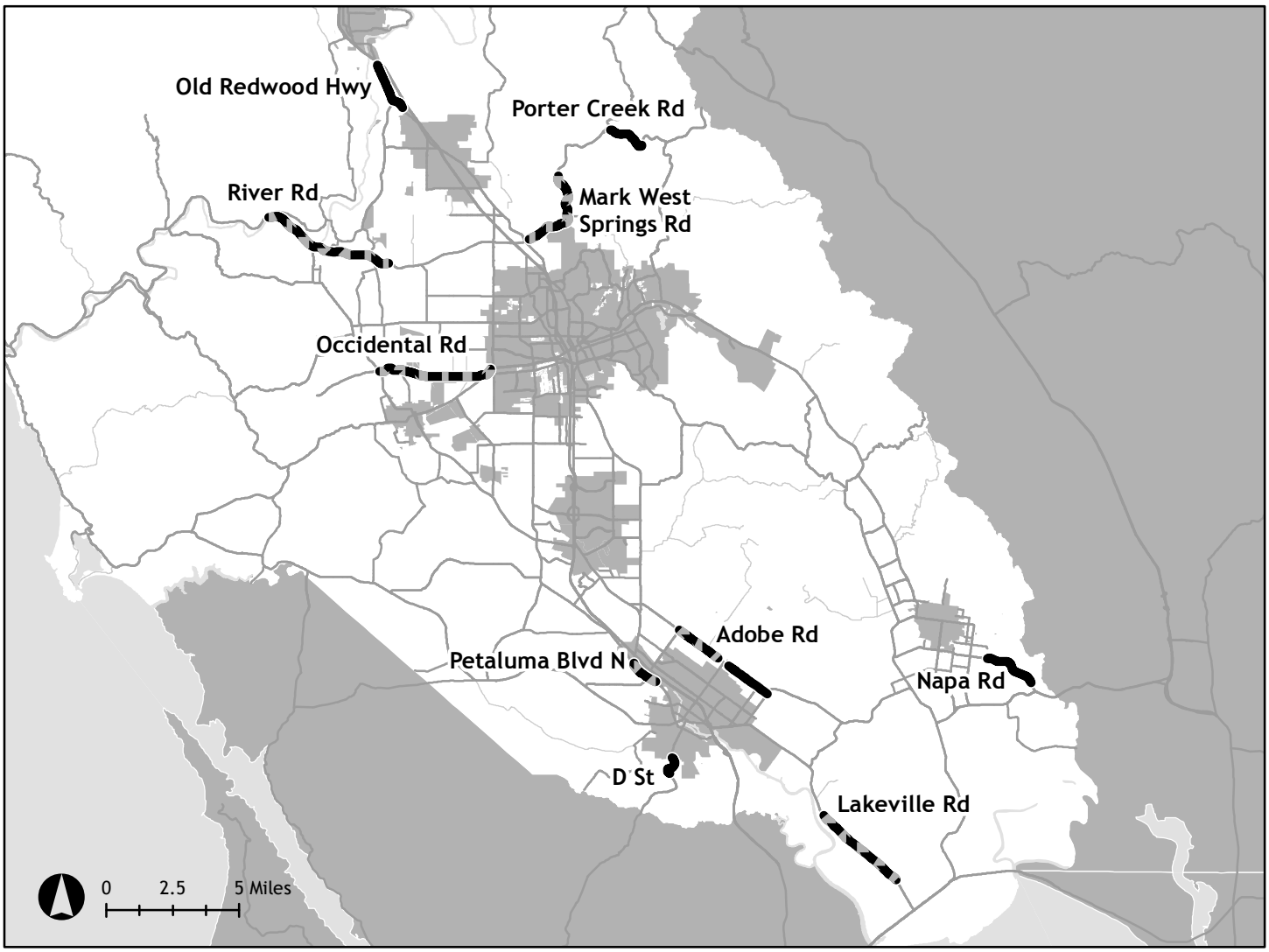


Road Name	Road ID	Location	Begin PM	End PM	Length (mi)
Dutcher Creek Road	0002	Dry Creek Rd to Cloverdale City Limit	10.00	15.01	5.01
Geysers Road	0901B	Highway 128 to Red Winery Rd	10.00	10.62	0.62
Ludwig Avenue	78013	Llano Rd to South Wright Rd	10.00	10.94	0.94
Lytton Springs Road	9903	Dry Creek Rd to Healdsburg Ave	10.00	12.67	2.67
Mill Station Road	79007	Occidental Rd to Highway 116	10.87	13.03	2.16
Watertrough Road	6905	Pleasant Hill Rd to Bodega Hwy	10.00	11.72	1.72
					13.12

Location Map: 2017 Fog & Slurry Seal Treatments

EXHIBIT B

2016-2017 Pavement Preservation Program - Chip, Fog, and Slurry Seals (M17018)

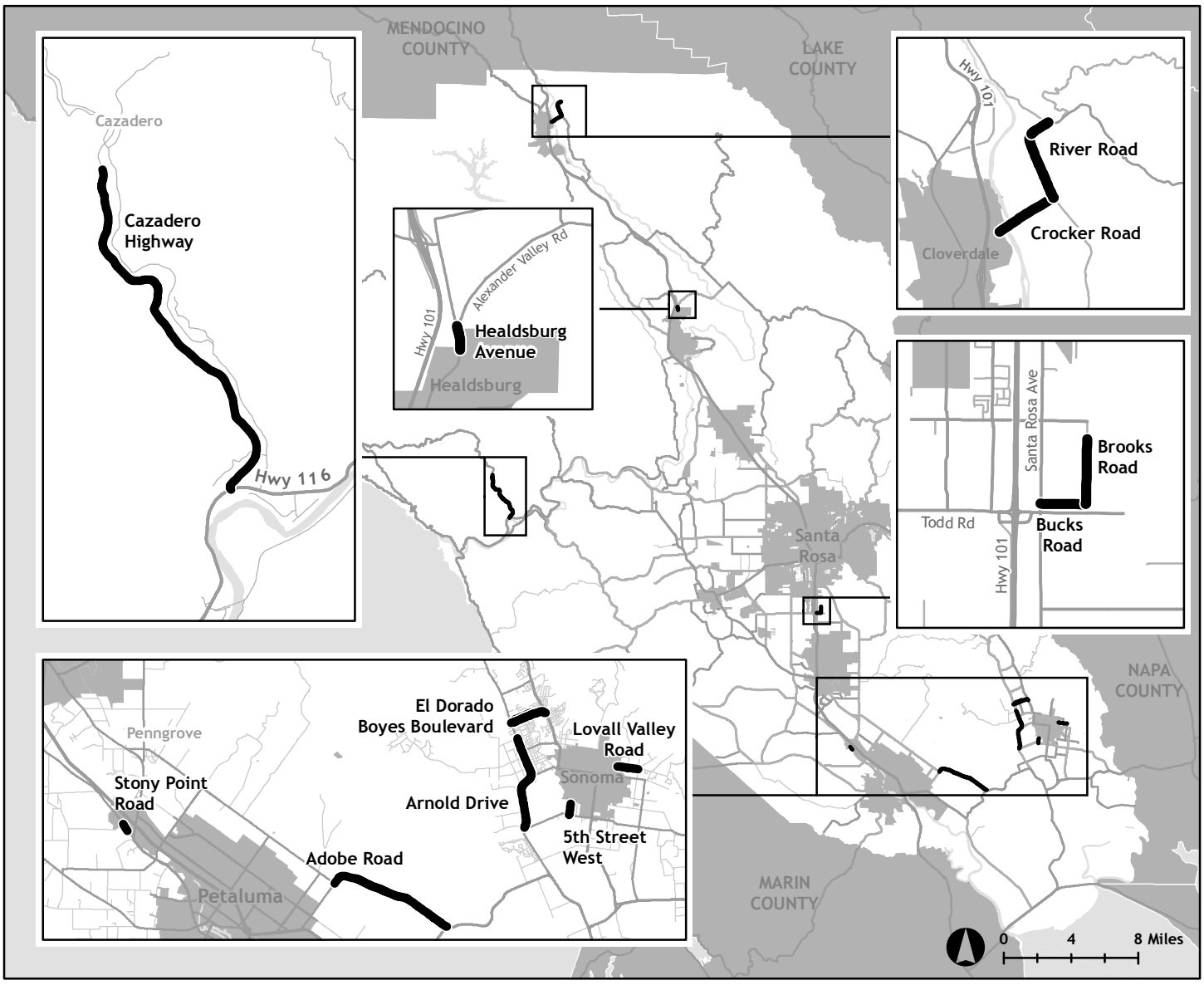


Road Name	Road ID	Location	Begin PM	End PM	Length (mi)
		Fog Seals			
Adobe Road	5602	East Washington St to Frates Rd	14.47	16.26	1.79
D Street	4701	End of Overlay to City Limits (Petaluma)	12.24	13.03	0.79
Napa Road	5503B	Eighth Street East to Highway 12/121	11.89	13.92	2.03
Old Redwood Highway	7812	City Limits (Windsor) to City Limits (Healdsburg)	18.83	20.78	1.95
Porter Creek Road	8801B	NE of Bridge (20C0119) to End of Overlay	17.38	18.83	1.45
					8.01
		Slurry Seals			
Adobe Road	5602	Corona Rd to East Washington St	12.19	13.97	1.78
Lakeville Road	3601	Highway 37 to Old Lakeville Rd 2 South End	11.34	14.99	3.65
Mark West Springs Road	8801A	Ursuline Rd to End Improved Road	10.61	14.20	3.59
Occidental Road	7803	Highway 116 to City Limits (Santa Rosa)	16.68	21.09	4.41
Petaluma Boulevard North	5712A	Petaluma City Limits to Bridge (20C0056)	11.09	12.21	1.12
River Road	8802B	Bridge (20C0037) to Trenton Rd	15.39	20.54	5.15
					19.70

Location Map

EXHIBIT C

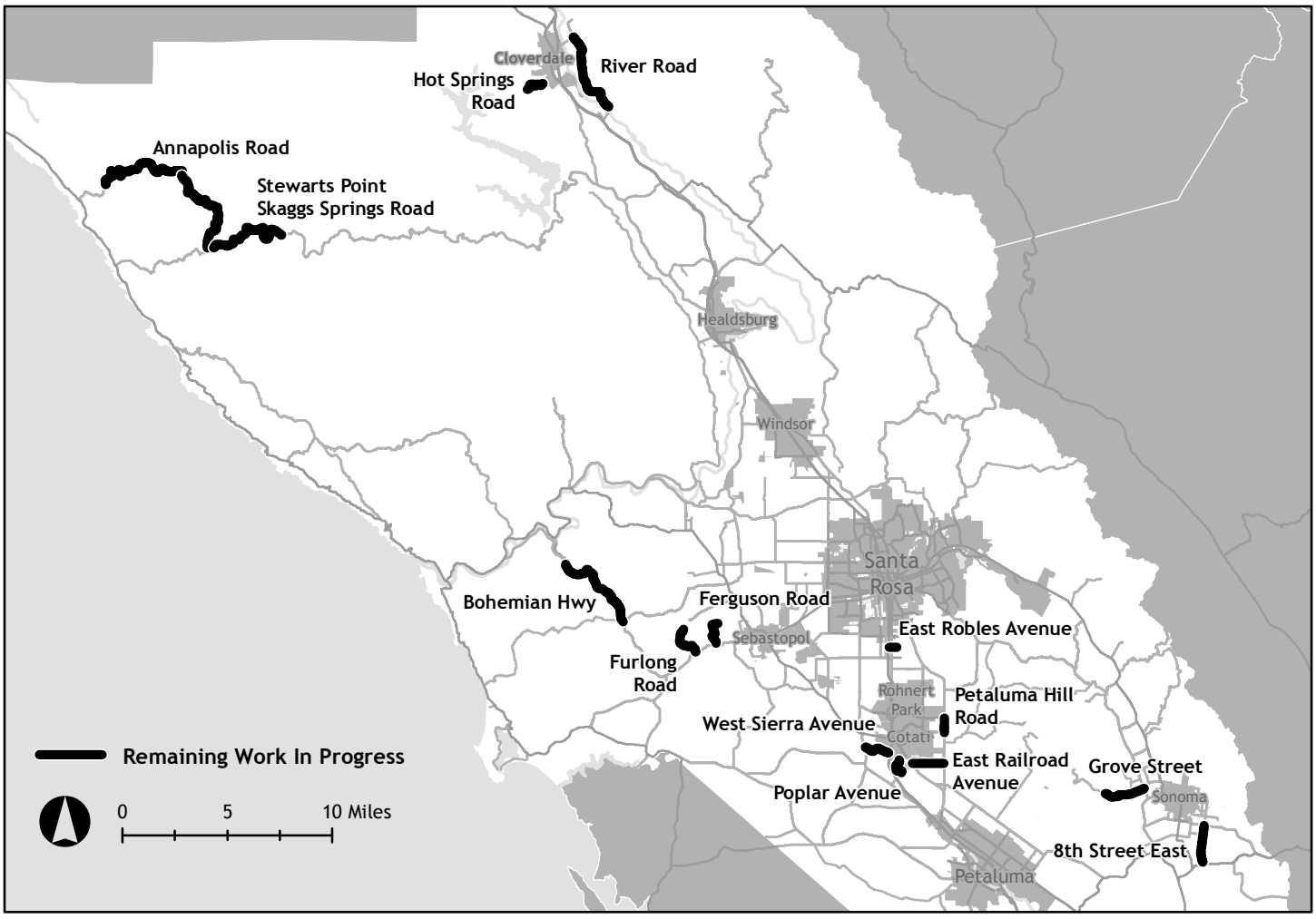
2017 Pavement Preservation Program - Overlay, FDR, CIR (C17002)



Treatment	District	Road Name	Road ID	Location	From PM	To PM	Length
CIR	1	5th Street West	56005	Leveroni Road to Sonoma City Limit	10.00	10.29	0.29
	1	Arnold Drive	5603	Leveroni Road to Craig Avenue	11.42	13.84	2.42
							2.71
FDR	5	Cazadero Highway	71009	Hwy 116 to Austin Creek Road	10.00	13.24	3.24
							3.24
AC Overlay	2	Adobe Road	5602	Frates Road to Highway 116	16.27	19.49	3.22
	3	Bucks Road	68144	Santa Rosa Avenue to Brooks Road	20.00	20.25	0.25
	3	Brooks Avenue	68080	Bucks Road to 500' south of East Robles Avenue	10.00	10.36	0.36
	4	Crocker Road	1001A	River Road to Cloverdale City Limits	34.24	34.93	0.69
	4	River Road	10010	Crocker Road to Big Sulpher Creek Bridge	20.00	20.71	0.71
	4	River Road	10008	Big Sulpher Creek Bridge to Geysers Road	20.75	20.99	0.24
	1	El Dorado Drive	56134	Los Banos Drive to Riverside Drive	10.00	10.45	0.45
	4	Healdsburg Avenue	9904B	Healdsburg City Limit to Alexander Valley Road	14.42	14.61	0.19
	2	Stony Point Road	5709	Petaluma City Limit to Rainsville Road	10.23	10.46	0.23
							6.34
Remove & Replace	1	Boyes Boulevard	56106	Arnold Drive to Highway 12	10.00	10.93	0.93
	1	Lovall Valley Road	55040A	Sonoma City Limits to 4th Street East	10.13	10.57	0.44
							1.37
						TOTAL MILES:	**13.66**

EXHIBIT D

2017 Pavement Preservation Program - Remaining Work In Progress



Road Name	Location	Road ID	Begin Postmile	End Postmile	Length (miles)	Previous Treatment
Group 3: Chip seals to be performed by Road Maintenance						
Annapolis Road	Twin Bridges to P.M. 18.00	0301	12.10	18.00	5.90	Chip Seal
Annapolis Road	P.M. 18.00 to Stewarts Point Skaggs Springs Road	0301	18.00	23.81	5.81	Chip Seal
8th Street East	Railroad Tracks to Napa Road	5502	10.10	11.87	1.77	Chip Seal
East Railroad Avenue	Old Redwood Highway N to Petaluma Hill Road	58033A	11.47	12.99	1.52	Chip Seal
Hot Springs Road	Cloverdale City Limits to 1st Cattle Guard	10005	19.11	20.46	1.35	Chip Seal
Stewarts Pt Skaggs Sgs Rd	Annapolis Road to P.M. 21.6	0001B	16.60	21.60	5.00	Chip Seal
West Sierra Avenue	Stony Point Road to City Limits (Cotati)	6801	10.00	11.24	1.24	Chip Seal
				Group 3 Total:	**22.59**	
Group 4: 2017 program roads requiring redesign						
Bohemian Highway	Graton Road to Main Street	6002D	13.92	18.73	4.81	Chip Seal
Ferguson Road	Bodega Highway to Mill Station Road	69049	10.00	11.31	1.31	Chip Seal
Furlong Road	Bodega Highway to Occidental Road	69052	10.00	11.73	1.73	Chip Seal
Grove Street	End Improved Road to Arnold Drive	56023	11.87	13.87	2.00	Chip Seal
Poplar Avenue	West Railroad Avenue to Cypress Avenue	58041	10.00	11.00	1.00	Chip Seal
River Road	Washington School Road to Crocker Road	1001B	30.00	34.24	4.24	Chip Seal
				Group 4 Total:	**15.09**	
Group 5: Roads delayed to 2018 to follow utility replacement projects						
Petaluma Hill Road	East Cotati Avenue to Rohnert Park Expressway	5710B	12.94	13.64	0.70	Fog Seal
East Robles Avenue	Santa Rosa Avenue to Brooks Avenue	68081	10.00	10.37	0.37	Overlay
				Group 5 Total:	**1.07**	
				TOTAL MILES:	**38.75**	

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 43b
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors
Board Agenda Date:	June 6, 2017
Vote Requirement:	Majority
Department or Agency Name(s):	Transportation & Public Works
Staff Name and Phone Number:	Susan Klassen, 707-565-2231
Supervisorial District(s):	All
Title:	Construction Inspection Services for the 2017 Pavement Preservation Program – Chip, Fog and Slurry Seals, M17018

Recommended Actions:

Approve and authorize the Chair to execute an agreement for construction inspection services with Vali Cooper & Associates for the 2017 Pavement Preservation Program – Chip, Fog and Slurry Seals (M17018) for an amount not to exceed $279,036, with a term ending December 31, 2018 and approve a contingency in the amount of $50,000 to be utilized by the Director of Transportation and Public Works if required for the work.

Executive Summary:

The 2017 Chip, Fog and Slurry Seals project will improve and seal approximately 40.83 miles of County roads, across four supervisorial districts. The Department of Transportation and Public Works (Department) anticipates that the contractor will have multiple crews working concurrently, at different locations. This project exceeds the Department's in-house capacity to provide construction inspection services. To this end the Department sought competitive proposals from consulting firms and selected Vali Cooper & Associates as the best fit to inspect this project.

Discussion:

On June 14, 2016 the Board approved $21.9 million in local funds, dedicated to pavement preservation and to be used on projects in 2017. The 2017 Pavement Preservation Program – Chip, Fog and Slurry Seals Project was designed to improve the maximum number of road-miles within the project budget. Chip Seal includes the application of asphalt emulsion or binder on existing traveled way pavement, followed by a layer of aggregate chips. Fog Seals treatment is a light application of an asphalt emulsion to the surface of a pavement, and Slurry Seals treatment consists of the application of a mixture of asphalt emulsion, water, well-graded fine aggregate, and a mineral filler. This project will improve 40.83 miles of County roads including sections of: Old Redwood Highway, River Road, Petaluma Boulevard North, and Napa Road. A complete list of roads and corresponding treatments can be seen in Attachment #1 Location Map. Notifications will be mailed to neighbors with construction details, and information about the significant investments the Board has made to Pavement Preservation. Signs will

be installed at the project limits and will remain in place through construction, to alert people to the construction and funding source. Additionally, Transportation and Public Works will work with the media to provide information on construction, and maintain a webpage with construction updates. These techniques have been selected based on years of outreach to Sonoma County residents and designed to address common questions received during road construction.

The Construction Section of the Department does not have current staffing capacity to provide construction inspection for all of these projects. Since inspection services are paramount to ensuring construction quality, it is necessary to commission a consulting firm for the project.

In March of 2016, the Department issued a Request For Qualifications to generate the on-call list of consultants for roadway construction inspection services. Proposers were evaluated on criteria including: experience, key staff, staff availability, and project approach. From this, a shortlist of five firms was developed: Vali-Cooper & Associates, of Emeryville; Green Valley Consulting Engineers, of Santa Rosa; Caltrop Corporation, of Emeryville; Bellecci and Associates, of Concord; and Coastland Civil Engineering, of Santa Rosa. A list of all firms who submitted a statement of qualifications is included as an attachment. This on-call list of pre-qualified consultants is active thorough March of 2019 with a one-year extension available at the County's discretion.

The Department selected Vali Cooper & Associates from the shortlist because of their experience in delivering similar projects and the qualifications of their inspection team. Local preference was also considered because there is no federal funding for this project. The consultant team will provide construction inspection services and serve as a Resident Engineer on the project. The consultant will also provide post-construction assistance, including the preparation of "as-built" drawings and support in the event of any claims.

Without the appointment of Vali Cooper & Associates to provide construction management services, the Department would be unable to deliver this project and the critical improvement it will make to multiple County roads.

The award of the construction contract for the 2017 Pavement Preservation Program – Chip, Fog and Slurry Seals project is also before the Board today for approval.

Prior Board Actions:

6/14/2016: Board approved the 2017 Summer Pavement Preservation Program.

Strategic Plan Alignment Goal 3: Invest in the Future

This agreement for construction inspection services is critical to the delivery of Transportation and Public Work's construction project and invests in the future of the County's road infrastructure.

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses		$329,036	
Additional Appropriation Requested			
Total Expenditures		**$329,036**	
Funding Sources			
General Fund/WA GF		$329,036	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		**$329,036**	

Narrative Explanation of Fiscal Impacts:

Appropriations are included in the Recommended FY 2017-18 Budget, including the $50,000 in contingency. Funding to come from FY 15-16 One-Time and FY 16-17 Ongoing General Fund contribution to pavement preservation.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

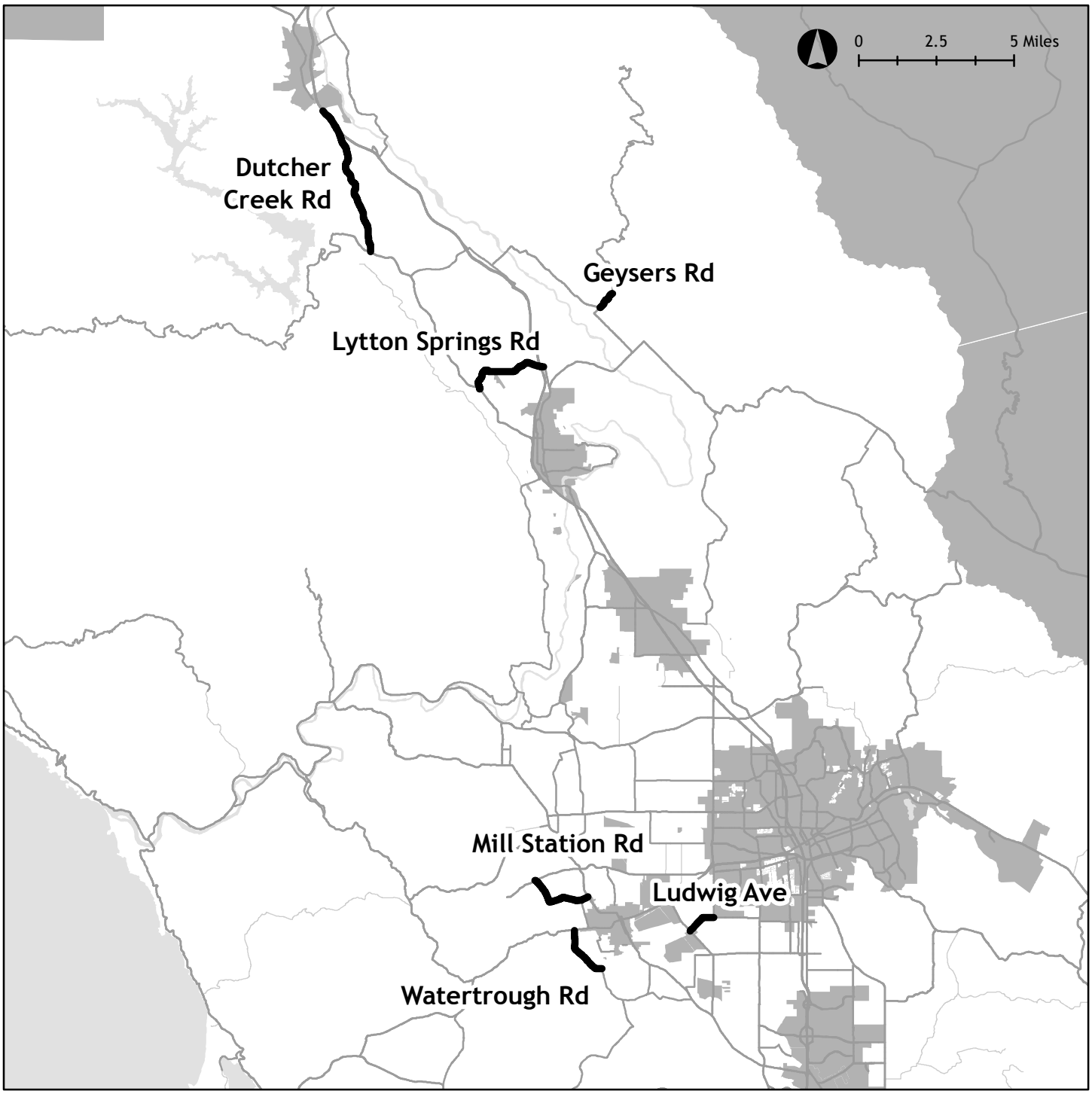
Attachments:

Attachment 1: Location Map.
Attachment 2: List of firms that submitted for the Request for Qualifications.
Attachment 3: Agreement

Related Items "On File" with the Clerk of the Board:

Location Map: 2017 Chip Seal Treatments

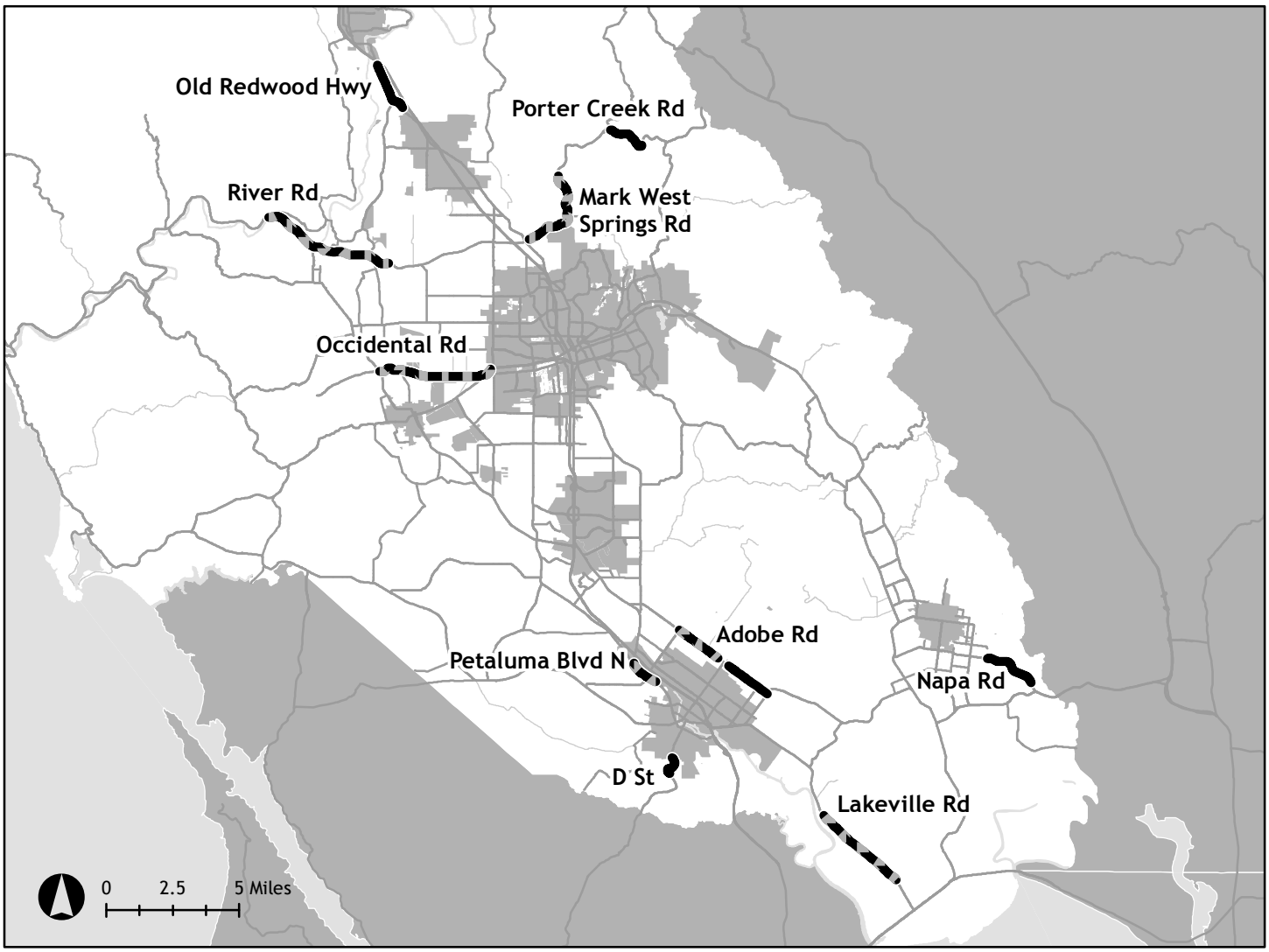
2016-2017 Pavement Preservation Program - Chip, Fog, and Slurry Seals (M17018)



Road Name	Road ID	Location	Begin PM	End PM	Length (mi)
Dutcher Creek Road	0002	Dry Creek Rd to Cloverdale City Limit	10.00	15.01	5.01
Geysers Road	0901B	Highway 128 to Red Winery Rd	10.00	10.62	0.62
Ludwig Avenue	78013	Llano Rd to South Wright Rd	10.00	10.94	0.94
Lytton Springs Road	9903	Dry Creek Rd to Healdsburg Ave	10.00	12.67	2.67
Mill Station Road	79007	Occidental Rd to Highway 116	10.87	13.03	2.16
Watertrough Road	6905	Pleasant Hill Rd to Bodega Hwy	10.00	11.72	1.72
					13.12

Location Map: 2017 Fog & Slurry Seal Treatments

2016-2017 Pavement Preservation Program - Chip, Fog, and Slurry Seals (M17018)



Road Name	Road ID	Location	Begin PM	End PM	Length (mi)
		Fog Seals			
Adobe Road	5602	East Washington St to Frates Rd	14.47	16.26	1.79
D Street	4701	End of Overlay to City Limits (Petaluma)	12.24	13.03	0.79
Napa Road	5503B	Eighth Street East to Highway 12/121	11.89	13.92	2.03
Old Redwood Highway	7812	City Limits (Windsor) to City Limits (Healdsburg)	18.83	20.78	1.95
Porter Creek Road	8801B	NE of Bridge (20C0119) to End of Overlay	17.38	18.83	1.45
					8.01
		Slurry Seals			
Adobe Road	5602	Corona Rd to East Washington St	12.19	13.97	1.78
Lakeville Road	3601	Highway 37 to Old Lakeville Rd 2 South End	11.34	14.99	3.65
Mark West Springs Road	8801A	Ursuline Rd to End Improved Road	10.61	14.20	3.59
Occidental Road	7803	Highway 116 to City Limits (Santa Rosa)	16.68	21.09	4.41
Petaluma Boulevard North	5712A	Petaluma City Limits to Bridge (20C0056)	11.09	12.21	1.12
River Road	8802B	Bridge (20C0037) to Trenton Rd	15.39	20.54	5.15
					19.70

Firms Interviewed for the Construction Inspection Services Contract for the Pavement Preservation Program

Coastland Civil Engineering Inc.,	Santa Rosa
Green Valley Engineering,	Santa Rosa
Caltrop,	Sacramento
Vali Cooper,	Emeryville
Bellecci and Associates,	Concord

Standard Professional Services Agreement ("PSA")
Revision G – May 2016

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of _____, 20__ ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Vali Cooper & Associates, Incorporated. (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified consultant, experienced in Construction Management related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for Construction Inspection Services for the 2016-17 Pavement Preservation Program – Chip, Fog and Slurry Seals Project (M17018) ("Project").

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services**.**

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or

persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Consultant shall not exceed $279,036.00 without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Contingency: $50,000 contingency will be paid for authorized services as deemed necessary for services not included in Exhibit A, provided, however, that total payments to the Consultant do not exceed $329,036.00. Work shall not commence on any contingency services until written authorization is received from the Transportation and Public Works Director or her designee. Any contingency work done without written authorization may not be reimbursable.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor

agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from Effective Date to December 31, 2018 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

   4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

   4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

   4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

   4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

   4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Transportation and Public Works Director or her designee, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section

apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit [C], which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

   9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

   9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that its not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with, and to ensure compliance with from its subcontractors, all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance-- applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County’s Non-Discrimination Policy. All

nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Transportation and Public Works Attn: Sarah Fredericks 2300 County Center Drive, Suite B100 Santa Rosa, CA 95403 (707) 565-2231 Sarah.Fredericks@sonoma-county.org
TO: CONSULTANT:	Vali Cooper & Associates. Attn: Rany Chek 2000 Powell Street, Suite 550 Emeryville, CA 94608

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Prompt Payment of Withheld Funds to Subcontractors. No retainage will be held by the Agency from incremental or progress payments due Consultant. Consultant specifically agrees to comply with the requirements of Section 7108.5 of the Business and Professions Code if applicable. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant.

14. Prevailing Wage

14.1 Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

14.2 Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

14.3 When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination.

See http://www.dir.ca.gov.

15. Miscellaneous Provisions.

15.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

15.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

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

15.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

15.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: _____

_____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By:_____
Department Head

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By:
_____
County Counsel

Date: _____

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:
_____
Clerk of the Board of Supervisors

EXHIBIT A

Contract Tasks

Task 1. Pre-Construction Meeting

Task 2. Pre-Construction Jobsite Documentation and Project Setup

Task 3. Project Management (Submittal, Schedule, RFI review and management)

Task 4. Daily Field Inspection and Documentation

Task 5. Change order management

Task 6. Progress Payments

Task 7. Progress meetings

Task 8. Public Relations and Notifications

Task 9. Contract Claims review and support

Task 10. Project closeout and record drawings

Task 11. Additional Inspection Services as Requested by the County.

RESIDENT ENGINEER RESPONSIBLITIES

Tasks include but are not limited to the following per the Caltrans Construction Manual and the County's Construction Manual:

1. Act as the primary contact for Sonoma County on construction project for
    a. Contractor
    b. Jobsite Residents
    c. Public
2. Correspondence
    a. Write formal letters providing direction or interpretation of the Plans and Specifications. (Letter should be on Consultant letterhead and include signature line for County Construction Engineer.)
    b. Manage email related to daily occurrences and questions
    c. Respond to the Contractors "Requests for Information" with respect to the Plans and Specifications
    d. Review, approve, or reject materials Submittals to be furnished or incorporated with respect to the Plans and Specifications
3. Lead meetings for the project including the Pre-construction Meeting, Weekly Progress Meetings and others as necessary. Develop agendas, minutes.
4. Coordinate with other supporting County and private Engineering Firms providing services to the project such as design support, storm water monitoring, environmental monitoring, specialty inspections, materials testing, and surveying.
5. Public Relations, Notifications and Outreach
6. Field Inspection
    a. Daily, full-time inspection of all phases of the work.
    b. Verify that work methods and materials comply with the Plans and Specifications.
    c. Photo document project activities.
    d. Public safety and traffic inspections.
7. Record Keeping
    a. Produce daily diaries documenting jobsite activities, construction methods or techniques, success of work, conversations related to work, questions and clarifications, site visitors.
    b. Produce equipment/labor reports (standard form) documenting the workforce and equipment used on a daily basis. Note the item of work and the duration that each worker and piece of equipment spent on each task. Note the same information for subcontractors.
    c. Produce weekly statements of working days as a record of

contract time.

8. Progress Payments, Monthly
    a. Field measure completed work.
    b. Generate pay item quantity calculation source documents as authorization to pay the contractor.
    c. Review/approve progress payment.
9. Contract Change Orders
    a. Document change in writing.
    b. Issue directive to the contractor.
    c. Track costs of change. Provide cost analysis of work to the County.
    d. Negotiate price of added work with contractor within the terms of the Contract and the Caltrans Standard Specifications.
    e. Recommend contract change order to the County for further processing.
10. Assist County staff with claims avoidance; review, respond, document, and negotiate settlement if necessary.
11. Finalize project files in accordance with the Caltrans model for construction record keeping.
12. Produce Record Drawings if appropriate for the project.

Vali Cooper & Associates, Inc.
CONSTRUCTION MANAGEMENT SERVICES

Sonoma County | Construction Management Services for the 2017 Pavement Preservation Program Project (No. M17018)

Cost of Services Worksheet **4/17/2017 (Rev.1)**

Project Schedule	2017						
	Jun	Jul	Aug	Sep	Oct	Nov	
Calendar days	30	31	31	30	31	30	**Estimated Construction NTP:** **June 19, 2017**
Work days	22	20	23	20	22	20	**Estimated Duration:** **90 working days**
PHASE 1: Pre-Construction	88						
PHASE 2: Construction		280	322	280	308		
PHASE 3: Post-Construction						100	**Estimated Manhours:** **1,378**

Position	Name	Rate	Jun	Jul	Aug	Sep	Oct	Nov	Hours	Totals	
PHASE 1: Pre-Construction											
Resident Engineer	Dustin Rath	$ 199.00	44						44	$ 8,756.00	
*Construction Inspector	TBD	$ 183.00									
Office Engineer	TBD	$ 100.00	44						44	$ 4,400.00	
								SUBTOTAL: LABOR		**$ 13,156.00**	
									SUBTOTAL PHASE 1: Pre-Construction:		**$ 13,156.00**
PHASE 2: Construction											
Resident Engineer	Dustin Rath	$ 199.00		80	92	80	88	20	360	$ 71,640.00	
*Construction Inspector	TBD	$ 183.00		160	184	160	176	40	720	$ 131,760.00	
*Construction Inspector (Additional)	TBD	$ 183.00		0	0	0	0		0		
Office Engineer	TBD	$ 100.00		40	46	40	44	10	180	$ 18,000.00	
								SUBTOTAL: LABOR		**$ 221,400.00**	
									SUBTOTAL PHASE 2: Construction:		**$ 221,400.00**
PHASE 3: Post-Construction											
Resident Engineer	Dustin Rath	$ 199.00						60	60	$ 11,940.00	
*Construction Inspector	TBD	$ 183.00									
Office Engineer	TBD	$ 100.00						40	40	$ 4,000.00	
								SUBTOTAL: LABOR		**$ 15,940.00**	**$ 15,940.00**
ODC's											
Vehicles (monthly rate)		$1,400.00		2	2	2	2	1	9	$ 12,600.00	
								SUBTOTAL: ODC's		**$ 12,600.00**	
									SUBTOTAL PHASE 3: Post-Construction:		**$ 28,540.00**
										TOTAL OF CONTRACT	**$ 279,036.00**

Notes and Assumptions:

- Fees are based on 90 working day construction duration with construction start anticipated July 1, 2017 and completed by end of October.
- Should the actual schedule require more or less professional services than proposed adjustments to this estimate may be required. Reduced to one inspector per the County.
- Above rates are straight-time rates. Overtime, rain, holidays and potential time extensions or delays may result in additional professional services.
  - Night work and Overtime will be billed at a pro-rata adjusted rate.
- * Denotes employees/classifications that are subject to prevailing wage.
- Rates are based on DIR Prevailing Wage Determination NC-63-3-9-2015-1 as per original On-Call RFP date. This determination has one (1) remaining pre-determined increase of $1.85/hour effective 7/1/17. VC&A will adjust pay rates and bill accordingly.

Full set of Inspector Bill Rates:

Name	Shift	ST	OT	DT
TBD	Day	$ 183.00	$ 240.00	$ 297.00
	Night	$ 197.00	$ 262.00	$ 326.00

- This estimate is based on specific scope of work assumptions.
- Client will be billed only for hours worked.
- 3% annual escalation effective every July 1st. Annual escalation is based on the total hourly bill rate, not the employee pay rates.
  - July 1, 2016 3% escalation of rates proposed for initial On-Call RFP short-list are reflected in bill rates above.

Exhibit C

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   - **a.** Required if Consultant has employees as defined by the Labor Code of the State of California.
   - **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **d.** *Required Evidence of Insurance*: Certificate of Insurance.

   If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
   - **d.** The County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant

in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance:*

i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limits: $1,000,000 per claim or per occurrence; $1,000,000 annual aggregate.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. *Required Evidence of Insurance*: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

a. The Certificate of Insurance must include the following reference: As contracted with

Sonoma County Department of Transportation and Public Works.

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County, its Officers, Agents and Employees, Attn: Transportation and Public Works, 2300 County Center Drive, B100, Santa Rosa, CA 95403.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

EXHIBIT D

SONOMA COUNTY TPW INVOICE SUBMITTAL FORM

1	Consultant/Vendor Name:		Invoice Number:	*22-85*
2	Address:			
3	Consultant Contact Person:		Invoice Date:	*31-Jan-15*
4	County Project Name:	*2015 Pavement Preservation Program*	Work Order No.:	***XXX***
5	Contract Approved (Date):	*19-Dec-2014*	Contract Expires on (Date):	*19-Dec-2017*
6	County Contact Person:	*XXX*		

			CONTINGENCY (if Any)	
7	Amount of Originally Approved Contract ($)	*$ 340,100.00*	*$ 40,000.00*	Available
			$ 38,750.00	Remaining
8	Approved Change Orders/Addendums to date ($)	*$ 1,250.00*		
9	**Total Revised Consultant/Vendor Fee ($)**	**$ 341,350.00**		
			Previous Invoices	
10	Previously Submitted/Paid Invoices ($)	*$ 26,789.00*	% of Total Cost	7.85%
11	Previously Completed Work (%)	*5.50%*		
12	**The Date Range of Services Provided This Period:**	*Jan.1, 2015 to Jan. 31, 2015*		
13	**Work Completed This Invoice ($):** (attachment describes services in detail for invoiced work)	***$ 356,100.00***	This Invoice % of Total Cost	104.32%
14	Work completed this invoice (%)	*45.00%*		
15	Fee Remaining on Contract to Completion	**$ (41,539.00)**	Fee Remaining % of Total Cost	**-12.17%**
16	Work Remaining to Completion (%)	49.50%		

17 Signature of Consultant/Vendor _____

18 _____

Printed Name, Title & Date (even if is the contact person above)

Consultant/Vendor fill in above this line items numbered (left column): 1, 2, 3, 4, 10, 11, 12, 13, 14, 17 & 18 (all others are calculated)

Sonoma County Approval Below (Completed by County Staff Only)

Brief Description of Work:	
Recommended by Senior Engineer/Project Manager of TPW:	Date:
Recommended by Engineering Division Manager of TPW:	Date:
Approved by Deputy Director of TPW:	Date:

County of Sonoma Agenda Item Summary Report

Clerk of the Board
575 Administration Drive
Santa Rosa, CA 95403

Agenda Item Number: 43c
(This Section for use by Clerk of the Board Only.)

To:	Board of Supervisors		
Board Agenda Date:	June 6, 2017	**Vote Requirement:**	Majority
Department or Agency Name(s):	Transportation & Public Works		
Staff Name and Phone Number:	Susan Klassen, 707-565-2231	**Supervisorial District(s):**	All
Title:	Construction Inspection Services for the 2017 Pavement Preservation Program – Overlays, Full Depth Reclamation, and Cold In Place Recycling Project, C17002		

Recommended Actions:

Approve and authorize the Chair to execute an agreement for construction inspection services with Coastland Civil Engineering for the 2017 Pavement Preservation Program – Overlays, Full Depth Reclamation, and Cold In Place Recycling (C17002) for an amount not to exceed $364,205, with a term ending December 31, 2018 and approve a contingency in the amount of $50,000 to be utilized by the Director of Transportation and Public Work if required for the work.

Executive Summary:

The 2017 Overlays, Full Depth Reclamation, and Cold In Place Recycling project will create major improvements to the condition of 13.66 miles of County roads, across all supervisorial districts. The Department of Transportation and Public Works (Department) anticipates that the contractor will have multiple crews working concurrently, at different locations. This project exceeds the Department's in-house capacity to provide construction inspection services. To this end the Department sought competitive proposals from consulting firms and selected Coastland Civil Engineering as the best fit to inspect this project.

Discussion:

On June 14, 2016 the Board approved $21.9 million in local funds, dedicated to pavement preservation and to be used on projects in 2017. The 2017 Pavement Preservation Program – Overlays, Full Depth Reclamation, and Cold In Place Recycling Project was designed to create the maximum structural enhancements to roads, within the budget. The treatments consist of: Cold In-Place Recycling which is the processing and treatment of the existing asphalt concrete surface to produce a restored pavement layer; Full Depth Reclamation treatment involves milling the existing road down one foot below the surface and compacting the processed mixture back onto the roadway; and Overlay treatment which consists of placing a 0.20' layer of asphalt concrete over the existing roadway surface. This project will improve 13.66 miles of County roads including a Full Depth Reclamation and Overlay to part of Cazadero Highway, Cold-In-Place Recycling of the pavement and base on part of Arnold Drive and Overlays on

roads including Healdsburg Avenue, Adobe Road and Stony Point Road. Notifications will be placed on the doors of neighboring homes with construction details, and information about the significant investments the Board has made to Pavement Preservation. Signs will be installed at the project limits and will remain in place through construction, to alert people to the construction and funding source. Additionally, Transportation and Public Works will work with the media to provide information on construction, and maintain a webpage with construction updates. These techniques have been selected based on years of outreach to Sonoma County residents and designed to address common questions received during road construction.

A complete list of roads and corresponding treatments can be seen in Attachment #2 Location Map.

The Construction Section of the Department does not have current staffing capacity to provide construction inspection for all of these projects. Since inspection services are paramount to ensuring construction quality, it is necessary to commission a consulting firm for the project.

The Department issued a Request For Proposals and evaluated responders on criteria including: experience, key staff, staff availability, and project approach. From this, a shortlist of five firms was developed: Coastland Civil Engineering, of Santa Rosa; Green Valley Consulting Engineers, of Santa Rosa; Caltrop Corporation, of Emeryville; Bellecci and Associates, of Concord; and, Vali-Cooper & Associates, of Emeryville. A list of all firms who submitted a statement of qualifications is included as an attachment.

The Department selected Coastland Civil Engineering, from the shortlist because of their experience in delivering similar projects and the qualifications of their inspection team. Local preference was also considered because there is no federal funding for this project. The consultant team will provide construction inspection services and serve as a Resident Engineer on the project. The consultant will also provide post-construction assistance, including the preparation of “as-built” drawings and support in the event of any claims.

Without the appointment of Coastland Civil Engineering, to provide construction management services, the Department would be unable to deliver this project and the critical improvement it will make to multiple County roads.

The award of the construction contract for the 2017 Pavement Preservation Program – Overlays, Full Depth Reclamation and Cold In-Place Recycling project is also before the Board today for approval.

Prior Board Actions:

6/14/2016: Board approved the 2017 Summer Pavement Preservation Program.

Strategic Plan Alignment Goal 3: Invest in the Future

This agreement for construction inspection services is critical to the delivery of Transportation and Public Work’s construction project and invests in the future of the County’s road infrastructure.

Fiscal Summary			
Expenditures	**FY 16-17 Adopted**	**FY 17-18 Projected**	**FY 18-19 Projected**
Budgeted Expenses		$414,205	
Additional Appropriation Requested			
Total Expenditures		**$414,205**	
Funding Sources			
General Fund/WA GF		$414,205	
State/Federal			
Fees/Other			
Use of Fund Balance			
Contingencies			
Total Sources		**$414,205**	

Narrative Explanation of Fiscal Impacts:

Appropriations are included in the Recommended FY 2017-18 Budget, including the $50,000 in contingency. Funding to come from FY 15-16 One-Time and FY 16-17 Ongoing General Fund contribution to pavement preservation.

Staffing Impacts

Position Title (Payroll Classification)	**Monthly Salary Range** (A – I Step)	**Additions** (Number)	**Deletions** (Number)

Narrative Explanation of Staffing Impacts (If Required):

Attachments:

Attachment 1: Agreement.
Attachment 2: Location map
Attachment 3: List of firms that submitted for the Request for Qualifications.

Related Items "On File" with the Clerk of the Board:

Standard Professional Services Agreement ("PSA")

Revision G – May 2016

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of _____, 20__ ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Coastland Civil Engineering Inc. (hereinafter "Consultant"). RECITALS

WHEREAS, Consultant represents that it is a duly qualified consultant, experienced in Construction Inspection related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for Construction Inspection Services for the 2017 Pavement Preservation Program – Overlays, Full Depth Reclamation and Cold In-place Recycling Project (C17002) (hereinafter "Project").

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

l. Scope of Services.

1.1 Consultant's Specified Services**.**

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B,provided, however, that total payments to Consultant shall not exceed $364,205 without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Contingency: $50,000 contingency will be paid for authorized services as deemed necessary for services not included in Exhibit A, provided, however, that total payments to the Consultant do not exceed $414,205. Work shall not commence on any contingency services until written authorization is received from the Transportation and Public Works Director or her designee. Any contingency work done without written authorization may not be reimbursable.

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Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from ___Effective Date_____ to December 31, 2018 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Transportation and Public Works Director or her designee, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its

officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it's not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply with, and to ensure compliance with from its subcontractors, all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance-- applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living

wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially

reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Transportation and Public Works Attn: Sarah Fredericks 2300 County Center Drive, Suite B100 Santa Rosa, CA 95403 (707) 565-2231 Sarah.Fredericks@sonoma-county.org
TO: CONSULTANT:	Coastland Civil Engineering Inc. Attn: John Wanger 1400 Neotomas Avenue Santa Rosa, CA 95405

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Prompt Payment of Withheld Funds to Subcontractors. No retainage will be held by the Agency from incremental or progress payments due Consultant. Consultant specifically agrees to comply with the requirements of Section 7108.5 of the Business and Professions Code if applicable. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant.

14. Miscellaneous Provisions.

14.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

14.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

14.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

14.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

14.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

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

14.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

14.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: _____

_____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By:_____
Department Head

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

_____
Clerk of the Board of Supervisors

EXHIBIT A

Contract Tasks

Task 1. Pre-Construction Meeting

Task 2. Pre-Construction Jobsite Documentation and Project Setup

Task 3. Project Management (Submittal, Schedule, RFI review and management)

Task 4. Daily Field Inspection and Documentation

Task 5. Change order management

Task 6. Progress Payments

Task 7. Progress meetings

Task 8. Public Relations and Notifications

Task 9. Contract Claims review and support

Task 10. Project closeout and record drawings

Task 11. Additional Inspection Services as Requested by the County.

RESIDENT ENGINEER RESPONSIBLITIES

Tasks include but are not limited to the following per the Caltrans Construction Manual and the County's Construction Manual:

1. Act as the primary contact for Sonoma County on construction project for
    a. Contractor
    b. Jobsite Residents
    c. Public
2. Correspondence
    a. Write formal letters providing direction or interpretation of the Plans and Specifications. (Letter should be on Consultant letterhead and include signature line for County Construction Engineer.)
    b. Manage email related to daily occurrences and questions
    c. Respond to the Contractors "Requests for Information" with respect to the Plans and Specifications
    d. Review, approve, or reject materials Submittals to be furnished or incorporated with respect to the Plans and Specifications
3. Lead meetings for the project including the Pre-construction Meeting, Weekly Progress Meetings and others as necessary. Develop agendas, minutes.
4. Coordinate with other supporting County and private Engineering Firms providing services to the project such as design support, storm water monitoring, environmental monitoring, specialty inspections, materials testing, and surveying.
5. Public Relations, Notifications and Outreach
6. Field Inspection
    a. Daily, full-time inspection of all phases of the work.
    b. Verify that work methods and materials comply with the Plans and Specifications.
    c. Photo document project activities.
    d. Public safety and traffic inspections.
7. Record Keeping
    a. Produce daily diaries documenting jobsite activities, construction methods or techniques, success of work, conversations related to work, questions and clarifications, site visitors.
    b. Produce equipment/labor reports (standard form) documenting the workforce and equipment used on a daily basis. Note the item of work and the duration that each worker and piece of equipment spent on each task. Note the same information for subcontractors.
    c. Produce weekly statements of working days as a record of

contract time.

8. Progress Payments, Monthly
    a. Field measure completed work.
    b. Generate pay item quantity calculation source documents as authorization to pay the contractor.
    c. Review/approve progress payment.
9. Contract Change Orders
    a. Document change in writing.
    b. Issue directive to the contractor.
    c. Track costs of change. Provide cost analysis of work to the County.
    d. Negotiate price of added work with contractor within the terms of the Contract and the Caltrans Standard Specifications.
    e. Recommend contract change order to the County for further processing.
10. Assist County staff with claims avoidance; review, respond, document, and negotiate settlement if necessary.
11. Finalize project files in accordance with the Caltrans model for construction record keeping.
12. Produce Record Drawings if appropriate for the project.

COASTLAND
CIVIL ENGINEERIN - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

April 24, 2017

Mr. David Dammuller, Senior Engineer
Sonoma County Department of Transportation and Public Works
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

Subject: *Proposal to Provide Construction Management & Inspection Services for* 2017 Pavement Preservation Program (overlays, FDR and CIR), Job No. C17002

Dear David:

Thank you for giving Coastland the opportunity to present our scope and fee in order to continue providing construction management and inspection services to the County for the 2017 Pavement Preservation Program. We appreciate your confidence in us and look forward to working with you again this year. The following provides our understanding, proposed scope of services and estimated fee for the described services.

Project Understanding

The County is in the process of bidding the first project of 2017 under the Pavement Preservation Program and has requested that Coastland continue to provide construction management and inspection services for the upcoming project. Construction bids will be open on May 3 and it is anticipated that the Board of Supervisors will award the construction project to the lowest responsive bidder at its regular scheduled meeting on June 13. Construction is expected to begin in mid July and last approximately 90 days. Materials testing will be provided by the County's materials testing lab.

To meet the special needs of this project we are proposing to provide two construction inspectors who will be available during the entire length of the contract. By providing two inspectors we are able to cover construction at multiple locations simultaneously.

Scope of Services

With a management style focused on quality control, Coastland's licensed engineers, construction managers, resident engineers and inspectors monitor the quality, cost and schedule of each construction project, while ensuring complete adherence to the contract documents. Our team approach, managed by a single client manager, will provide the County with expertise focused on quality service.

Based on our understanding of the County's needs, our proposed scope of services is as follows:

Task No. 1 – Pre-Construction Meeting

Immediately following the award of the construction contract, our Construction Manager will schedule and administer the pre-construction meeting. During this meeting we will establish lines of communication and decision making roles with all project stakeholders. We will also discuss safety

requirements, responsibilities of the project team members, working hours, quality control procedures, environmental requirement, project access and property boundaries/easements, submittal requirements, project schedule, change order and potential claim procedures, and safety procedures.

Coastland will be responsible for generating pre-construction meeting invitations including the meeting agenda. Agenda items include lines of communication, public relations, safety, submittals, change procedures, payments, progress schedules, contract time, requests for information (RFI), and other applicable items. Coastland will prepare and distribute meeting minutes to all parties.

Following the pre-construction meeting, Coastland will continue to work with the County teams, design engineer, contractor and the public to ensure that all project issues are addressed promptly and that the County's best interests are considered at all times.

Task No. 2 – Pre-Construction Jobsite Documentation and Project Setup

Coastland's inspector will take pre-construction digital high-definition photos and/or video of the construction site with special attention given to sensitive areas including all property affected by and adjacent to the project area. Documenting the site prior to construction will help mitigate possible disputes between the County, contractor and property owners within or adjacent to the project limits. These photos will be logged and filed with the project files.

Coastland will assemble project files in accordance with the County's standard format for administration. This will ensure our construction management procedures meet all current County expectations and requirements.

Task 3 – Project Management

Task 3a – Submittal Management

Coastland will coordinate all submittals and monitor the status of the submittals to assure the contractor provides timely response. At the pre-construction conference, we will provide the contractor with a log of all required submittals and due dates. Submittals will be stamped, logged and distributed to the designer for complete review and approval. Submittals will be filed numerically and approved copies will be distributed to the County, project members, and the contractor.

Task 3b – Schedule Management

Coastland will continually review the construction progress and perform field measurements and quantity calculations. Coastland will review the contractor's construction schedule for accuracy, reasonableness, and will verify that it meets the project schedule, order of work, and contract requirements. Progress schedules will be reviewed weekly to ensure the contractor is meeting the critical dates. If the contractor fails to meet critical dates, it will immediately be brought to his attention and remedies to get back on schedule will be accomplished. Schedule updates may be required once a month or more. We will negotiate any time extensions for the contractor due to change orders, weather, or other delays. Coastland will also maintain an as-built progress schedule.

Task 3c – Requests for Information (RFI)

Coastland will receive and log all Requests for Information (RFI's) from the contractor, and forward the RFI to the designer. Coastland will track the status of all RFI's by generating a weekly RFI log that lists the "Ball-in-court" status, description, and if an RFI results in a potential change order.

Task 3d – Construction Management

Our goal is to ensure that construction and contract administration are performed in compliance with County requirements and standards, and the project plans and specifications. To accomplish this

goal, our Construction Manager will manage the day-to-day construction activities with the contractor. He will be accessible to the County at all times. The Construction Manager will be responsible for keeping the County informed of the progress of the project, changes that may be needed, pay estimate input and releasing information to the public. In addition, our Construction Manager will complete all contract administration documentation in a timely, accurate and orderly fashion.

In summary, our Construction Manager's responsibilities include:

- Continuous communication and coordination with the contractor through regular progress meetings.
- Review and routing of project submittals and RFIs.
- Prepare project pay estimates and maintain records associated with the project's funding requirements.
- Accept work performed or, if work is rejected, work with contractor to correct construction errors.
- Prepare and approve Contract Change Orders.
- Provide claims management.
- Monitor permit and environmental compliance.
- Confirm labor compliance.
- Develop a project punch list and make recommendations for project acceptance.
- Prepare As-Built plans.
- Maintain all records associated with the construction of the project.

Task No. 4 - Daily Field Inspections and Documentation

A critical aspect of our services is maintaining close communication with County staff to ensure scheduling goals are met. To help maintain close communication, Coastland's inspector will be accessible to the County at all times at the project site and through the use of email and cellular phones. Coastland's on-site inspector will examine all construction activities to ensure that the contract work adheres to the contract documents, County standards and the established schedule.

We will maintain records and provide documentation of the work in the form of daily reports, weekly summary of construction activities, deficiency lists, and progress photographs of construction activities. Daily reports will describe the contractor's level of effort, specific work being completed, started, or finished, and relevant points raised by the contractor that may require consideration and response. We also document proposed change orders and claims, important conversations, safety issues or accidents, extra work in progress, materials testing performed, information for "as-built" drawings, quantities for progress payments, environmental concerns and hazardous materials.

Coastland will provide a digital photo logbook of construction activities, progress, and areas of concern or interest. The photo log will be compiled on CDs and will identify the location and date of each photo. The log will be maintained through the duration of the project to assure continuity from one week to the next, and will be submitted to the County at the close of the project.

Coastland will continually review the specifications and plans to ensure the work is of good quality and meets the requirements of the contract documents. This review can improve constructability, reduce costs, eliminate ambiguities, and improve clarity. Coastland will immediately report any deviation from the approved contract documents.

Our inspector will identify actual and potential problems and provide solutions. We will maintain daily documentation and resolve issues by proposing field changes and avoid any delays.

Our inspector will review the contractor's traffic control plan to make certain that access is maintained during construction.

In summary, our inspector's responsibilities include:

- Inspect the contractor's work for conformance to the contract documents, codes, regulations, and County's standards on a daily basis.
- Prepare and submit daily inspection reports that document all job site activities.
- Serve as a daily contact for the contractor as to performance of the construction.
- Respond promptly to County requests.
- Participate in meetings with County staff, contractor and other agencies.
- Verify construction material quantities.
- Monitor traffic control procedures.
- Ensure contractor submits erosion control plan and review plan for completeness. Inspect and regularly check to ensure compliance with the latest stormwater pollution controls.
- Distribute notifications to impacted public regarding the status of construction.
- Document construction activities with photographs and maintain a photo log.
- Proactive public outreach efforts at key points of the project. Respond to calls from the public promptly and log any complaints in a timely manner. Follow-up on any concerns and express understanding of homeowners' expectations and concerns.
- Prepare and maintain current redlined construction drawings, documenting unforeseen field conditions and changes to check the contractor's record drawings.
- Work overtime as needed to assure presence on site during all construction activities.
- Document and maintain complete field files containing construction period correspondences, changes, discussions with contractor, memos, reports, and other pertinent items.

Task 5 – Change Order Management

In the event that a change order is required, Coastland will negotiate the changes with the contractor and prepare documentation. All changes will be approved by the contractor, Coastland and the County prior to starting work on the change. With the County's approval, Coastland can negotiate with the contractor to produce the best construction method for the change at the lowest cost. If a change order requires input from the design engineer, our Construction Manager will coordinate with them to ensure it is reviewed. A Change Order Log will be created that will show Change Order number, description, status, approved date, start and completion dates and cost.

Task 6 – Progress Payments

Each month, Coastland will provide accurate calculations for all work items completed and accepted to provide progress payment recommendations to the County. Coastland will review the contractor's progress pay estimate request and schedule of values to assess if they are reasonable, and will compare this to the field measurements and quantity calculations. We will continually monitor project costs and keep the County informed regularly.

Task No. 7 – Progress Meetings & Other Meetings

Coastland will conduct weekly coordination and progress meetings to focus on completed and upcoming work, any construction delays, schedule updates, proposed changes, change orders, contractor's questions, public relations, safety and other concerns that are identified by a project team member. We will work to foster honest, open communication at these weekly meetings which will help in timely resolution of any disputes and/or potential claims.

Task 8 - Public Relations and Notifications

Coastland will ensure every effort is made to keep residents and businesses informed of construction progress and minimize disruptions due to limited access and excessive noise. Our Construction Manager and inspector will proactively meet with property owners prior to and during construction to address any concerns from those affected by the project.

We will monitor traffic control, road closures and flagging procedures to ensure construction proceeds smoothly and public impact is minimized. There may be traffic delays during peak traffic periods and paving. Accordingly, we will keep all residents and businesses informed on construction status and impacts through the use of message boards, notification letters, and meetings. Our Construction Manager will also make introductions to the affected property owners and provide his 24-hour contact phone number as appropriate. Coastland will ensure that the contractor provides advanced notice to residents and businesses, as required by the specifications, regarding roadwork and lane closures.

Coastland will log and respond to questions and concerns from the public in a timely manner and will record the contractor's activities as they relate to public safety and public convenience.

Additionally, our inspector will accurately document pre-construction conditions with a photo log to verify the project area is restored to its original form following construction.

Task 9 – Conflict Claims Review & Support

Coastland's goal is to avoid all unnecessary claims and resolve conflicts during construction in order to keep the additional costs down and to minimize County staff involvement in the project. The starting point for avoiding conflicts or notices of potential claims is a clear, biddable set of plans and specifications.

Coastland will resolve conflicts quickly by keeping the lines of communication open and being open and responsive with the contractor. Progress meetings are important to promote communications and to resolve conflicts quickly. We have found that most conflicts can be thoroughly discussed and defused at these meetings. The key is to foster a good, working rapport with the contractor and demonstrate that we are trustworthy, honest and professional.

In order to be effective in conflict resolution, the Construction Manager must be intimately familiar with the project plans, specifications, the County Standards, and any nuances specific to the project. Coastland will maintain thorough documentation of the contractor's field activities so that we know exactly what, when, where and why an issue or conflict occurred, and not have to rely on memory or the contractor's version of what happened.

These tasks help reduce the likelihood of change orders during construction or post-construction claims from the contractor; however, if claims are filed at the completion of the project we will have the documentation to assist in any negotiations.

If we cannot successfully facilitate a resolution of a dispute and receive a Notice of Potential Claim from the contractor, we will be ready to support the County's position. Coastland maintains accurate and thoroughly documented project information as backup for claim resolution. Coastland will continue facilitating negotiations while tracking and logging all correspondence, as-built progress schedules, and other backup documentation.

Task 10 – Project Closeout and Record Drawings

Following completion of the work, Coastland will organize and conduct the post-construction meeting. The meeting will document all requirements necessary for final closeout and payment, and

confirm all contract obligations have been met. Recommendations for improvement will be made and incorporated into future projects. The results of the meeting will be summarized in meeting minutes.

Coastland will verify completion of punch list items, issue notice of completion, prepare recommendations for final acceptance of the project, review as-builts for accuracy and completeness, prepare and recommend final payment, and transmit all construction documentation to the County. At the completion of the project, we will provide the County with the following:

- All contract files and records (hard & electronic files)
- Annotated journal of photos and CD of digital photos
- As-built project schedule

OPTIONAL TASKS

The following work is not included in our proposal. However, Coastland would be pleased to provide these services if the County desires:

- Materials testing
- Utility Coordination
- Meetings beyond those noted above
- Other items not noted in our Scope of Services

Work Estimate

Our proposal is based on 90 working days for the 2017 construction project. Our proposal includes factors such as attending meetings, construction management, daily inspections and reporting, public relations and outreach, project closeout and vehicle costs. We have also included 200 hours of overtime to account for typical overruns. Based on these items, we estimate the not-to-exceed fee to be $364,205.00. Should the scope of services change or the contract time be less or exceed the estimate, our charges will be adjusted accordingly.

Our detailed cost proposal is included on the following page. As CEO of Coastland I am authorized to sign contracts on behalf of the company. I can be reached at wanger@coastlandcivil.com or by phone at (707) 571-8005. This proposal and our cost proposal shall remain a firm offer for 90 days. We thank you for this opportunity and look forward to hearing from you. Please let us know if you need anything else.

Sincerely,

John Wanger, P.E.
CEO

Mike Janet
Principal / Construction Services Manager

WORK ESTIMATE

2017 Pavement Preservation Project Overlays, Full Depth Reclamation & Chip Seal Job No. C17002	PROPOSAL FOR CM & INSPECTION SERVICES	County of Sonoma Department of Transportation & Public Works

TASK INFORMATION								HOURS AND COST INFORMATION		
Task No. (Coastland Code)	Task Information	CM $155	Inspector #1 $125	Inspector #2 $125	Inspector OT $188	Admin $85	Direct Costs	Total Hours	Total Costs	Comments
1	Pre-Construction Meeting	8	6	6		6		26	$3,250	Agendas / conduct meeting
2	Pre-Construction Jobsite Documentation & Project Setup	40	20	20		16		96	$12,560	Job walk / photos / Meet with County / Assemble Filing / CM Program
3	Project Management									
3a	Submittal Management	50	8	8		20		86	$11,450	Based on 30 submittals
3b	Schedule Management	60						60	$9,300	
3c	Requests For Information	48	4	4		4		60	$8,780	Based on 4 RFI's
3d	Construction Management	200				40		240	$34,400	General Tasks
4	Daily Field Inspections & Documentation	24	720	450		40		1,234	$153,370	Based on 90 working days
4a	Overtime Inspection				200			200	$37,600	For typical overruns
5	Change Order Management	40	20	20		4		84	$11,540	Based on 4 change orders
6	Progress Payments	60				40		100	$12,700	Based on 5 monthly payments
7	Progress Meetings & Other Meetings	48				40		88	$10,840	Assume 18 mtgs
8	Public Relations & Notifications	48				10		58	$8,290	Notices/meeting/coordination etc
9	Contract Claims Review and Support	40	10	10				60	$8,700	
10	Project Closeout & Record Drawings	48	16	16		16		96	$12,800	Walk through / As-builts / files
11	Additional Inspection Services as Requested by the County							0	$0	
	Photographs & video						$200		$200	
	Vehicle/Equipment expenses						$28,425		$28,425	1,895 hours x $15/hr
	Total Hours	714	804	534	200	236		2,488		
	Project Total	$110,670	$100,500	$66,750	$37,600	$20,060	$28,625		**$364,205**	

NOTES: Coastland reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime work.

1 Based on 90 working days.
2 Based on full time inspection at 40 hours per week for two full time inspectors. 200 hours of overtime have been included for typical paving overrun.
3 Based on part time construction management.
4 Based on an estimated number of RFI's, change orders and submittals shown above.
5 Includes additional inspection time for any unanticipated extra work, which would be utilized only with prior written approval from the County.

Exhibit C

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   - **a.** Required if Consultant has employees as defined by the Labor Code of the State of California.
   - **b.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **c.** Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **d.** *Required Evidence of Insurance*: Certificate of Insurance.

   If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
   - **d.** The County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant

in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance:*

i. Copy of the additional insured endorsement or policy language granting additional insured status; and

ii. Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limits: $1,000,000 per claim or per occurrence; $1,000,000 annual aggregate.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. *Required Evidence of Insurance*: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

a. The Certificate of Insurance must include the following reference: As contracted with

Sonoma County Department of Transportation and Public Works.

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County, its Officers, Agents and Employees, Attn: Transportation and Public Works, 2300 County Center Drive, B100, Santa Rosa, CA 95403.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

EXHIBIT D

SONOMA COUNTY TPW INVOICE SUBMITTAL FORM

1	Consultant/Vendor Name:		Invoice Number:	*22-85*
2	Address:			
3	Consultant Contact Person:		Invoice Date:	*31-Jan-15*
4	County Project Name:	*2015 Pavement Preservation Program*	Work Order No.:	***XXX***
5	Contract Approved (Date):	*19-Dec-2014*	Contract Expires on (Date):	*19-Dec-2017*
6	County Contact Person:	*XXX*		

			CONTINGENCY (if Any)	
7	Amount of Originally Approved Contract ($)	*$ 340,100.00*	*$ 40,000.00*	Available
			$ 38,750.00	Remaining
8	Approved Change Orders/Addendums to date ($)	*$ 1,250.00*		
9	**Total Revised Consultant/Vendor Fee ($)**	**$ 341,350.00**		
			Previous Invoices	
10	Previously Submitted/Paid Invoices ($)	*$ 26,789.00*	% of Total Cost	7.85%
11	Previously Completed Work (%)	*5.50%*		
12	**The Date Range of Services Provided This Period:**	*Jan.1, 2015 to Jan. 31, 2015*		
13	**Work Completed This Invoice ($):** (attachment describes services in detail for invoiced work)	***$ 356,100.00***	This Invoice % of Total Cost	104.32%
14	Work completed this invoice (%)	*45.00%*		
15	Fee Remaining on Contract to Completion	**$ (41,539.00)**	Fee Remaining % of Total Cost	**-12.17%**
16	Work Remaining to Completion (%)	49.50%		

17 Signature of Consultant/Vendor _____

18 _____

Printed Name, Title & Date (even if is the contact person above)

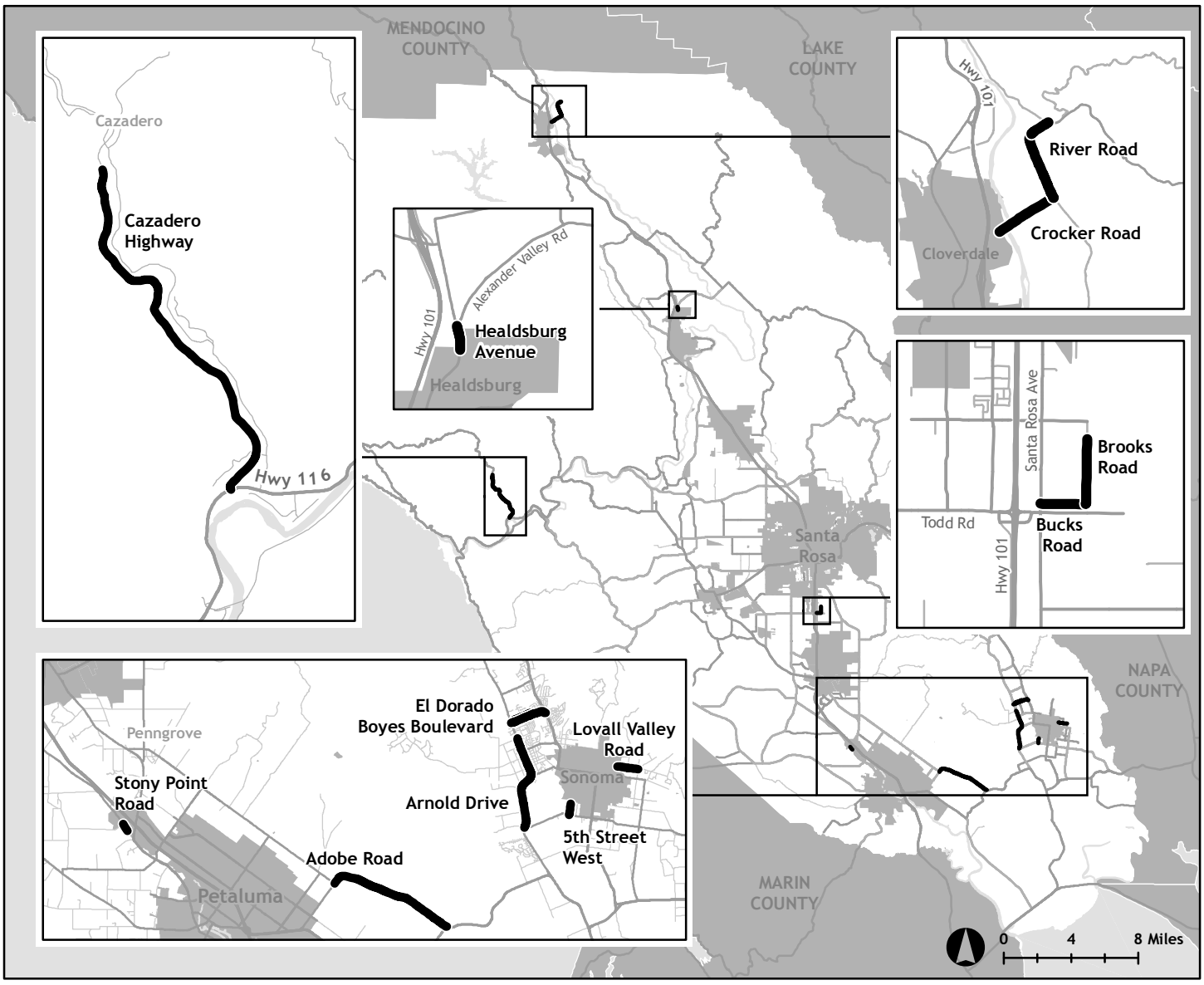
Consultant/Vendor fill in above this line items numbered (left column): 1, 2, 3, 4, 10, 11, 12, 13, 14, 17 & 18 (all others are calculated)

Sonoma County Approval Below (Completed by County Staff Only)

Brief Description of Work:	
Recommended by Senior Engineer/Project Manager of TPW:	Date:
Recommended by Engineering Division Manager of TPW:	Date:
Approved by Deputy Director of TPW:	Date:

Location Map

2017 Pavement Preservation Program - Overlay, FDR, CIR (C17002)



Treatment	District	Road Name	Road ID	Location	From PM	To PM	Length
CIR	1	5th Street West	56005	Leveroni Road to Sonoma City Limit	10.00	10.29	0.29
	1	Arnold Drive	5603	Leveroni Road to Craig Avenue	11.42	13.84	2.42
							2.71
FDR	5	Cazadero Highway	71009	Hwy 116 to Austin Creek Road	10.00	13.24	3.24
							3.24
AC Overlay	2	Adobe Road	5602	Frates Road to Highway 116	16.27	19.49	3.22
	3	Bucks Road	68144	Santa Rosa Avenue to Brooks Road	20.00	20.25	0.25
	3	Brooks Avenue	68080	Bucks Road to 500' south of East Robles Avenue	10.00	10.36	0.36
	4	Crocker Road	1001A	River Road to Cloverdale City Limits	34.24	34.93	0.69
	4	River Road	10010	Crocker Road to Big Sulpher Creek Bridge	20.00	20.71	0.71
	4	River Road	10008	Big Sulpher Creek Bridge to Geysers Road	20.75	20.99	0.24
	1	El Dorado Drive	56134	Los Banos Drive to Riverside Drive	10.00	10.45	0.45
	4	Healdsburg Avenue	9904B	Healdsburg City Limit to Alexander Valley Road	14.42	14.61	0.19
	2	Stony Point Road	5709	Petaluma City Limit to Rainsville Road	10.23	10.46	0.23
							6.34
Remove & Replace	1	Boyes Boulevard	56106	Arnold Drive to Highway 12	10.00	10.93	0.93
	1	Lovall Valley Road	55040A	Sonoma City Limits to 4th Street East	10.13	10.57	0.44
							1.37
						TOTAL MILES:	**13.66**

Firms Interviewed for the Construction Inspection Services Contract for the Pavement Preservation Program

Coastland Civil Engineering Inc.,	Santa Rosa
Green Valley Engineering,	Santa Rosa
Caltrop,	Sacramento
Vali Cooper,	Emeryville
Bellecci and Associates,	Concord